

AGREEMENT

Between

CITY OF BURLINGTON

and

LOCAL 1343 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Effective Dates

July 1, 2018 – June 30, 2022

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This AGREEMENT is made and entered into this — day of December, 2018 by and between the City of Burlington, Vermont, hereinafter referred to as the City, and Local 1343 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

PREAMBLE

STATEMENT OF MUTUAL VALUES

The parties to this Agreement believe that we have inherent and mutual obligations, responsibilities and privileges that are a basic foundation on which we conduct ourselves with each other as management and union. We believe that these obligations, responsibilities and privileges we mutually share include the following:

1. To treat each other with dignity, courtesy, and respect;
2. To give and receive equal treatment without prejudice or favoritism;
3. To give and receive the necessary orientation, training, supervision and resources to maximize our performance;
4. To know priorities and to have opportunities to help shape priorities;
5. To give and receive fair, reasonable, and equitable compensation in return for an honest day's work;
6. To have a fair process for resolving differences that respects our dignity and privacy.

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible employees of Parks and Recreation, Public Works, Library and Airport, as well as the City Clerk/Treasurer's Office, the Assessor, the Community Economic Development Office, and the Recycling Program, all "civilian" employees of the Police Department and building custodians. The term "employee" as used in this Agreement shall refer to these aforementioned employees (see Appendix A for a list of covered positions). Notwithstanding the above, the Union does not represent and this Agreement does not apply to employees who work less than twenty (20) hours per week, employees who work less than one hundred (100) days per year, or limited service employees hired for a specific time period or to complete a specific job. Parking Attendants who work more than twenty (20) hours a week shall also be covered by this Agreement.

ARTICLE II

Non-Discrimination

2.1 The provisions of this Agreement shall be applied equally to all employees. Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information or crime victim status.

2.2 Neither the City nor the Union shall interfere with the right of employees covered by

this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-membership activity or status. The Human Resources Office shall provide to the local Union Treasurer, within five (5) days of completion of the probation period, the name, date of hire, job title and department of a new employee in a bargaining unit position. The City shall collect dues on a weekly basis in the amount certified by the Union from employees who have provided written authorization for this deduction to the City. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.3 The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

2.4 Upon the request of the Union or the City, up to three times a year, a Labor Management Committee shall be convened for the City overall, and, up to once a year, for a specific department within the City. A meeting shall occur within thirty days of receiving the request. Additional meetings during the fiscal year may occur upon mutual agreement of the parties. A Citywide Labor Management Committee shall be composed of persons who qualify for service on the Union bargaining team and those persons from Management as the City may appoint. Departmental Labor Management Committees will be composed of up to 4 persons from the Union, all employees in the Department, and up to 4 persons from Management. A Labor Management Committee shall meet regularly, but not more than once per month unless mutually agreed upon and shall discuss issues of interest to Labor or Management.

2.5 Upon receipt from the Union of an employee's written authorization form permitting the deduction of a fixed amount of wages for a Political Action Committee (PAC) designated by AFSCME, or a purpose as may be lawfully determined by the Union and defined in the employee's written authorization form, the City shall deduct the specified amount from that employee's wages. To end a PAC deduction, the employee must provide written notice of the termination to both City payroll and the Union. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the city in reliance on the signed authorization form furnished to the City by the Union or for the purpose of complying with any of the provisions of this section.

ARTICLE III

City Functions

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties; these rights include, but are not limited to, the right:

To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;

To schedule and assign work to employees;

To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;

To determine the qualifications and staffing of jobs;

To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds or

for other legitimate reasons;

To hire and terminate employees, including the right to hire part-time and seasonal employees;

To maintain order, and to suspend, discipline and discharge employees for just cause;

To make, publish and require observance of reasonable rules and regulations;

To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety and welfare.

ARTICLE IV

No Strike No Lock Out

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the terms of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

4.2 The Union agrees to notify all officers, representatives, and members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

4.3 The City may discharge or discipline any employee who violates this Article and any employee who fails to carry out his responsibilities under this Article. Any disciplinary

measures taken by the City against employees who violate this Article shall not be reviewable through the grievance procedure, except on the basis that the employee did not in fact violate this Article.

4.4 In the event of any violation of paragraph 4.1 of this Article, there shall be no financial liability on the part of the Signatory International Union, Local and/or the officers thereof, provided that the Signatory International and Local Union promptly after notice of the beginning of such action shall (1) publicly and privately declare such action to be a violation of this Agreement and promptly order their members to return to work, and (2) take other prompt and vigorous steps to end the slowdown, work stoppage, strike or any interference with the work of the City.

4.5 Except in limited circumstances, bargaining unit members will not be made to cross an official union picket line of striking City of Burlington employees. These limited circumstances are emergencies and situations in which essential services, as reasonably defined by the Mayor, can only be provided by crossing a picket line.

ARTICLE V

Seniority

5.1 Seniority shall be defined as an employee's length of continuous full-time or part-time service since their last date of hire, less any adjustments due to layoffs or other breaks in service for any of the reasons for termination of seniority specified in paragraph 5.3 herein.

5.2 Each City department (within the bargaining unit) shall prepare a departmental seniority list for both full-time and part-time employees as soon as practicable after the effective date of this Agreement, and such a list shall be updated no later than January 1 of each year. Such

list shall be posted on the departmental bulletin board and a copy sent to the Union. Any employee aggrieved by their placement on the seniority list may appeal through the grievance procedure.

5.3 Seniority for all purposes shall be terminated for any of the following reasons:

- a. Voluntary quit;
- b. Discharge for just cause;
- c. Failure to report for work within five (5) working days after notice of recall is given; however, if the City is advised by the recalled employee, either in person or in writing, within said period that they will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these limits may be agreed to in cases of proven sickness or injury to the employee or death in their immediate family;
- d. Absence for three (3) consecutive working days without reporting to the City unless impossible to do so;
- e. Failure to report for work at the end of a leave of absence or extension thereof;
- f. Failure to be recalled from lay-off or return to work due to any non-occupationally- connected illness or accident for a period of twelve (12) months;
- g. Normal retirement, i.e. other than for medical disability. An employee who is on disability retirement and who subsequently returns to work will be awarded seniority equal to the amount of time earned at the time of retirement.

5.4 Any employee promoted to a supervisory position or transferred outside of the bargaining unit shall not lose their seniority, but shall not accumulate bargaining unit seniority for

the time worked outside of the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year. An employee returning to the bargaining unit under this section shall return to their last held position, if warranted by their seniority.

5.5 For purposes of layoff, an employee who is transferred from part-time to full-time status does not take their part-time seniority with them. For purposes of vacation selection, departmental seniority shall be controlling, provided that, when transferring an employee, the Department Head or their designee may, in addition to seniority as hereinbefore described, consider the (i) needs of the department, (ii) experience of the employee(s) and (iii) any requests for transfers. Transfers shall not be used as a disciplinary measure. Seven (7) days' advance notice shall be provided prior to any permanent transfer, longer than four (4) weeks.

5.6 An employee who is on disability retirement and then returns to work will be awarded seniority within AFSCME equal to the amount of time earned at the time the employee went out on disability retirement.

ARTICLE VI

Probation and Probationary Periods

6.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who moves into a new position other than on a temporary basis shall be considered as a special probationary employee, and must successfully complete a special probationary period before being regularly appointed to the new position. All probationary employees and special probationary employees shall receive an employee evaluation on or near the midpoint of their probationary

period.

6.2 Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed a probationary period of three (3) months. The probationary period may be extended at the Department Head's request with consent of the Union for a period of up to three (3) months.

6.3 During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be the subject of a grievance. Upon the successful completion of the probationary period, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Regular employees shall acquire seniority credit, and their seniority shall be retroactive to the date of initial employment, less any adjustments.

6.4 Any regular employee who becomes a special probationary employee remains so until they have successfully completed a required special probationary period of three (3) months or have elected to return to the previously held position under Section 7.4. The special probationary period may be extended by the Department Head for a period of up to three (3) months; such an extension shall be subject to the grievance provisions of this Agreement.

6.5 Special probationary employees shall be entitled to all benefits of non-probationary members of the bargaining unit except as specifically set forth in this Article. If the special probationary employee is disciplined, discharged, laid-off or dismissed, such action shall be subject to the grievance provisions of this Agreement.

6.6 If the special probationary employee fails to demonstrate that they can completely

and satisfactorily perform the job within the special probationary period, the City shall return the employee to their previous job if the position still exists and if the position is not occupied by a more senior employee. If the employee is unable to return to their previous job because it no longer exists or because it is occupied by a more senior employee, the employee may exercise displacement rights in accordance with Section 8.4, unless the employee already exercised displacement rights to move into the position for which the special probation has failed. If the employee is unable to return to their previous job and is also ineligible to exercise displacement rights, the employee shall be considered on layoff with recall rights in accordance with Section 8.10. If, as a result of an employee's return to their previous job under this section, another employee who had moved into the position is displaced, the displaced employee shall return to their previous job if the position still exists and is not occupied by a more senior employee. If, because the previous position no longer exists or is occupied by a more senior employee, the employee is unable to return to their previous job, the employee may exercise displacement rights in accordance with Section 8.4.

6.7 Notwithstanding the provisions of paragraph 6.2, a new employee hired into the position of Public Safety Emergency Communications Specialist shall complete a probationary period of six months, except that seniority, vacation accumulation and other benefits for such employee shall commence at the completion of three months of employment consistent with the provisions of this contract. Notwithstanding the provisions of paragraph 6.4, a regular employee who moves into the position of Public Safety Emergency Communications Specialist shall complete a special probationary period of six months.

ARTICLE VII

Filling of Vacancies

7.1 For the purposes of this Article, a regular vacancy is created when the City determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions, resignations, retirements or demotions take place in the bargaining unit and the City determines to replace the previous incumbent.

7.2 The City shall post notice of regular bargaining unit vacancies on all appropriate bulletin boards a minimum of seven (7) working days prior to proceeding with hiring process. Such notice shall state the department, position, classification, rate of pay and qualifications for the job. Each posting department shall keep on file for a period of at least sixty (60) days a copy of each posted notice with a notation stating the date of initial posting.

7.3 Whenever a bargaining unit position becomes vacant, the City agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within thirty (30) working days from the date the vacancy commenced. If any bargaining unit member bids for a posted position, the employee shall complete and file at the Human Resources office a union job bid form and job application. The City shall consider the applicants and award the position within fifteen (15) working days following the close of the posting period. For a job which is posted, between applicants presenting relatively equal job qualifications, priority shall be given in the following order: by seniority within the specific job function within the department, by seniority among other bargaining unit employees in the department, other bargaining unit employees, other City employees, employees from outside the City workforce. Qualifications shall include, but not be limited to: prior training, prior relevant work experience, prior work performance and

educational background.

7.4 A bargaining unit employee who bids for and is awarded a vacant position may, within three (3) weeks of the date they commence work in the new position, elect, in writing to return to the position previously held.

7.5 When a first round interview committee is convened to recommend candidates to fill a bargaining unit position, the City will notify, either verbally or in writing, the Union Steward from the department for which the position is being filled. If the department does not have a Union Steward, the City will notify an alternative Union representative as designated by the President of the Union (designated alternate), such as the Vice President or Chapter Chair. The Union Steward, or designated alternate if there is no Union Steward in the department, will recommend a union member who is from that department and has direct knowledge of the position being filled, to serve as a full member of the first round interview committee. If the Union Steward or designated alternate does not recommend a Union representative within two (2) business days of notification, the committee will proceed without a Union representative.

ARTICLE VIII

Layoff and Recall

8.1 The City in its discretion shall determine whether layoffs are necessary, and shall determine which job classifications within the bargaining unit shall be adversely affected. Layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of a layoff or reduction in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to do the work

without further training, the employee(s) with the least seniority will be laid off first.

8.2 Whenever layoffs are contemplated, the City shall notify the Union as early as possible. At the same time the City (through its Human Resources Department) shall request immediate notification by Department Heads of any vacancies which exist or are anticipated within the next 60 days. At the time that any notices of individual lay-offs are sent, the City shall have a current list of actual and anticipated vacancies on file at the Human Resources Department. Notices of individual layoffs shall be provided, in writing, by the Department Head to each individual employee who is to be laid off no later than sixty (60) days prior to the effective date of such layoff. If an employee is unavailable to receive notice of layoff for a period of 5 calendar days from when said notice is prepared, the Department Head may provide said written notice to the Union President and such notice shall be considered notice to the employee.

8.3 An employee who is given notice that they are to be laid off shall have the right to transfer into any vacancy existing at the time of notice of layoff, or any vacancy expected by the City to become available within sixty (60) days of the time of notice of layoff, if the employee is qualified by training or experience for the position. Whenever the City notifies an individual of layoff, the City (through the Human Resources Office) shall provide to the employee a current list (including current job descriptions) of actual vacancies and vacancies anticipated within sixty (60) days of any notice of layoff.

8.4 An employee who is given notice that they are to be laid off will have the right to displace a less senior employee in a position for which they are otherwise qualified by prior preparation and/or experience as the displaced employee, provided, however, that an employee may exercise displacement rights only into a job classification which is equal to or lower than their own,

or into a higher job classification if previously held by the employee and the employee is otherwise as qualified by prior preparation and/or experience as the displaced employee. In addition, a part-time employee may only displace another part-time employee, not a full-time employee.

8.5 An employee who has received written notice of layoff shall have fourteen (14) calendar days from receipt of said notice to provide written notice to the City of the employee's desire to transfer into an existing or anticipated vacancy, or of their desire to displace under Section 8.4. Said written notice shall be sent by the employee to the Department Head of the Department in which the new position is located. Such notice shall state which position is desired and include sufficient proof of qualifications for the job. Upon being so notified, the Department Head shall decide within five (5) working days whether the applicant meets the qualifications for the job in question and so notify the employee, in writing. If the Department Head decides that an employee does not meet the qualifications (as provided in Section 8.4) for the job in question, the employee shall have fourteen (14) calendar days from receipt of written notice of non-qualification to provide written notice to the City of their desire to transfer into any other existing or anticipated vacancy or vacancies or of their desire to displace. Said written notice(s) shall be sent to the Department Head(s) of the Department(s) in which the new position(s) is (are) located. Preferences among positions (if more than one are listed by the employee) may be stated by the employee. Notice(s) shall include sufficient proof of qualification for the job(s). Upon being so notified, each Department Head shall decide within five (5) working days ten (10) working days if the applicant has more than three (3) applications pending at the time) whether the applicant meets the qualifications (as provided in Section 8.4) for the job(s) in question, and so notify the employee, in writing. Should an employee receive notice that the employee is qualified for more than one job,

the employee shall have five (5) working days to notify the City of which position is desired. Said notice shall be sent by the employee to the Department Head for the Department in which the position is located.

8.6 If transfer is requested and permitted, the employee shall make the transfer as soon as is practical after the new position is available. In the event that the new position will not be available until after the effective date of layoff, the employee may be assigned duties within their original or new job description or request sick leave (to the extent that sick leave is available for cash out on termination), earned vacation leave and/or leave without pay under Section 13.26 of this Agreement in order to bridge the gap between layoff and transfer into the new position. In the event that an employee does use sick leave as provided herein, the employee's sick leave accumulation shall be reduced one day for each day used. The employee shall not be eligible to also receive pay for unused sick leave in connection with the current layoff.

8.7 If displacement is requested and permitted, the displaced employee shall be promptly given a sixty (60) day notice of layoff and shall have the same rights as the employee who originally received such notice. The displacing employee shall move into the new position as soon as is practical as determined by the Department Head of the Department into which the employee is moving. Unless the Union and the City otherwise agree, the displaced employee may be assigned duties only within their original job description for the balance of any period between displacement and relocation or layoff. The displaced employee may also request earned vacation leave for some or all of the balance of the period between displacement and relocation or layoff.

8.8 An employee who is not permitted by the Department Head to transfer into a vacant position or to displace an employee may utilize the grievance and arbitration procedure by filing an

appeal at the Commission level within five (5) work days of notification of the Department Head's decision. If a grievance is not resolved at the Commission level, the Union may, within five (5) work days of the date of the Commission's decision, proceed to arbitration under this Agreement provided that an employee may utilize arbitration only once per notice of layoff. In the event that the Union does proceed to arbitration under this section, the City and the Union agree to make a good faith effort to expedite the arbitration process.

8.9 In the event that a laid off employee remains unemployed, the City shall allow them to buy the current medical insurance coverage for eighteen (18) months at the group rate which the City pays. An administrative fee as permitted by COBRA may be added to the group rate after the first 12 months of coverage under this section. Employees on layoff status shall be afforded preferred consideration for any part-time or seasonal work which is available.

8.10 A laid off employee will enjoy recall rights for two (2) years from the date they are laid off, but will accrue seniority for a maximum of one (1) year. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

8.11 If any employee is recalled to a position in a lower related job classification, they shall have the right to return to the job classification they held prior to being laid off in the event it subsequently becomes available so long as the employee still meets the qualifications for the job. The City shall not hire new employees for vacant bargaining unit positions, regardless of the source of funding of such position, as long as there are still bargaining unit employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

8.12 Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union President and respective steward, provided that the employee must notify the Department within ten (10) days after receiving notice of recall of their intention to return. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee to the Department Head.

8.13 Once an employee has been afforded the opportunity of recall under this section and has refused such recall, they shall be deemed to have waived all recall rights under this section except that if an employee is recalled to a lower rated job classification the employee shall have the right to refuse the recall without waiving any rights to subsequent recall.

8.14 An employee recalled into a position different from a position previously held shall be considered a special probationary employee and shall be subject to the provisions of Article 6 related to special probation except that an employee who is dismissed for failure to succeed in a special probationary period shall return to layoff status without loss of recall seniority.

ARTICLE IX

Rates of Pay

9.1 The City and the Union agree that the City of Burlington Comprehensive Classification and Compensation Plan dated August, 1988 achieves three mutual objectives: (1) The objective evaluation of all City positions within the bargaining unit; (2) the establishment of their comparative worth; and (3) the formulation of a compensation structure whose foundation

is based upon these elements; and further agree that the Plan shall be incorporated herein by reference and shall govern the classification and compensation of employees during the term of this contract.

9.2 Reclassification of Union Positions

This section describes the rights and responsibilities of City Departments as well as those of AFSCME and AFSCME employees solely to provide a comprehensive overview of the reclassification process. AFSCME and AFSCME employees shall only be able to enforce the provisions of this section specifying their rights and responsibilities.

a. Procedure for reclassification request: A Department Head or manager shall contact the Human Resources Department to report proposed changes in an existing job description and request that the description be updated. The Department shall provide Human Resources with a written memorandum outlining the reason(s) for the request for classification or reclassification, to include a description of whether the duties are new or have been reassigned from another position, why the additional or fewer responsibilities or qualifications are appropriate for this position, and the operational changes in the department that justify that the position be classified or reclassified.

An employee can also request reclassification if the employee asserts that a Department has permanently assigned to their position additional significant functions which require additional skills and knowledge. The employee shall provide to the Human Resources Department a written and dated request that specifically describes each such function.

If the employee or the Department Head believes that the changes warrant reclassification, the requesting party will then fill out a "Personnel Information Questionnaire." The requesting

party must submit the original and three (3) copies of the completed Personnel Information Questionnaire to Human Resources. If the requested reclassification would affect the organizational structure of the Department (i.e., if the supervisory chain of command is altered or other employees are affected by the change), the Department should supply the current and the proposed organizational charts showing the relation of the position to the rest of the Division or Department along with a written explanation of any other impact to the Department of the proposed reclassification of the position.

The Human Resources Department will then schedule meetings with the affected employees and supervisor or manager to review requests for changes in functions. Once approved by the supervisor, the revised job description shall be forwarded to the Department Head for final approval. The Human Resources Department will then send the position description to the Union president who will have ten (10) working days from the date sent to provide the Human Resources Department with comments and or suggestions.

If the Human Resources Department determines that the documentation meets the standard for reclassification as described in section b, a classification committee shall analyze the request as outlined by the *City of Burlington Guide to Position Measurement* (“Guide”) of the Willis Classification Plan. The classification committee shall be comprised of three members, one of whom shall be a staff person from the Human Resources Department and who shall serve as a voting member. The Union shall be given advance notice of the classification committee meeting. The requesting party shall be given the opportunity to present the request to the classification committee. The resulting grade may be higher, lower, or the same as the existing grade. The Human Resources Director will review the impact of the proposed reclassification on the organization and

structure of the affected Division, Department and the City. The Human Resources Director shall note their position regarding the proposed reclassification to the Finance Board, the City Council or the arbitrator.

If the requesting party does not wish to contest the classification committee's decision, that recommendation shall be forwarded to the Finance Board for approval. The Finance Board shall review the impact of the request on the affected Department and the City in its entirety to determine whether the request is within current budgetary limits. If the Department seeks to implement the reclassification during the current budget year, the Department shall provide specific information about the funding for the reclassification within its existing budget (i.e., the line item from which funds will be transferred).

If denied based on financial grounds, the decision of the Finance Board shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period, or until such time as funding can be secured, whichever is earlier.

Alternatively, if upon review the Finance Board determines that the proposed reclassification is within the current budgetary limits and approves the request, it shall be submitted to the City Council for final approval. The City Council shall review the proposed reclassification in light of the comments of the Finance Board and the Human Resources Director and issue a final decision on the reclassification. If the request is denied based on organizational or financial grounds, the Council's decision shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period.

If a proposed reclassification is approved for a higher classification, it shall be effective on the date of approval by the City Council or as otherwise indicated in the Council's order. If

however, the employee demonstrates both that the employee gave written notice to Human Resources of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those additional functions continuously since the notice, the City Council shall order that the higher classification be effective as of the date of the employee's notice.

If either the Finance Board or the City Council denies the reclassification and it is determined both that the employee provided the Human Resources Department written notice of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those functions continuously since the notice, the Finance Board shall direct the Department to pay the employee for the higher classification work back to when Human Resources received the employee's notice and request for reclassification. The Finance Board shall also direct the Department to terminate the assignment of the additional responsibilities to the employee.

If a reclassification for a lower grade is approved and causes an incumbent employee to move from their former classification grade to a classification grade with lower pay, then one calendar year after the City Council's decision, the employee will be placed within the new, lower classification grade at the step level that reflects their years of service with the City.

An employee's anniversary date will not change as a result of a reclassification of a position.

b. Standard for Reclassification: If a position description needs to be amended to reflect additional or fewer responsibilities and/or requires additional or lesser qualifications, it may be submitted for a reclassification review to ensure its appropriate placement within the

City's Classification Plan. Reclassification reviews may involve a single position or an entire class.

A position may be reclassified to a higher grade only if it is demonstrated that:

- The position will perform additional, significant functions that are not addressed in the current job description; and
- The functions require added skills and knowledge such that a higher grade placement is warranted.

A position may be reclassified to a lower grade if functions identified in the job description are no longer being performed by this position.

The Human Resources Director shall make an initial determination whether the documents submitted appear to meet either of the above standards for reclassification. If the submission as outlined in subsection (a) does not demonstrate sufficient grounds for reclassification, the requesting party shall be notified. If the department is the requesting party, no additional requests for reclassification for that position will be heard during the subsequent six (6) month period. If the employee is the requesting party, the employee can file an appeal of the Human Resources' decision using the arbitration provisions of the grievance procedures of this Agreement. The arbitrator shall only decide whether the employee can demonstrate that the standard for a reclassification stated above was met given the information submitted to the Human Resources Department.

c. Appeal of classification committee decision: Once the classification committee makes a determination, if the Department is the requesting party, the grade placement decision reached by the committee is final for six months and no additional requests for reclassification of that position shall be heard during that six months period.

Alternatively, if the employee is the requesting party and contests committee's decision, the employee may utilize the arbitration provisions of the grievance procedures of this Agreement to appeal the committee's decision.

The appealing party must demonstrate that the committee made an error(s) in its analysis and that the error(s) resulted in the decision against the appealing party. If the appealing party can demonstrate both, then the arbitrator shall determine the position's classification using the *City of Burlington Guide to Position Measurement* ("Guide") of the Willis Classification Plan.

d. Placement after promotion or reclassification: Promotions occur when an individual applies for and is awarded an existing vacant position in a classification with a higher grade. In addition, an employee may serve in a position that is reclassified. If an employee is promoted or is in a position that has been reclassified to a higher grade, the employee will enter that higher grade at the lowest step which ensures at least a five (5) percent increase over their current rate. With the approval of the Human Resources Director, the employee shall be placed at a higher step based on exceptional qualifications including years of relevant experience. Years of previous experience that are equivalent or substantively similar to the necessary knowledge, skills, and responsibilities of the new position may be converted to additional steps at a 3:1 ratio. Prior relevant experience that is not substantively similar may be factored in at a higher ratio. The new rate shall not be less than the minimum for the grade nor more than 10% above the employee's current rate. The decision of the Human Resources Director may be appealed to the City Council Human Resources Committee.

If promoted, the employee's anniversary date and the effective date of the rate change will be the date of the change of position.

e. Reorganization: In the event of reorganization of a Department which has met the City's administrative requirements as determined by the City's Personnel Policy, the Department will follow the classification procedure for adding new or reclassified positions and obtain final approval of the Human Resources Committee and Finance Board before posting or promoting into the vacant positions.

f. Transfer: If as a result of a transfer in lieu of layoff which causes an employee to move from their former classification grade to a classification grade with lower pay, then the employee will be placed within the new grade at the step level that reflects their years of service with the City. If a current union employee voluntarily applies for and is hired in a vacant position in the same Department or in any other City Department and such position is assigned a lower classification grade than the employee's former position, that change in positions shall be considered a voluntary transfer and the employee shall have no rights to pay under their former classification. If a current union employee voluntarily applies for and is hired into a vacant position in the same Department or in any other City Department and the position is at the same classification as the employee's former position, upon hire, the employee shall be placed at the next step of that grade.

g. Step Increase. If an employee does not receive written notice of less-than-satisfactory performance within thirty (30) days prior to the employee's anniversary date, the employee will automatically receive a step increase for which the employee is otherwise eligible under Appendix C. For an employee who has received notice of less-than-satisfactory performance, once the employee is performing satisfactorily, the supervisor may, with the approval of the Department Head, grant the step increase. The step increase will not be

retroactive. The employee's eligibility date for the future step increases shall remain unchanged.

9.3 Longevity

a. An annual longevity pay increment shall be granted to eligible employees according to the following schedule based upon years of continuous service with the City:

<u>YEARS</u>	<u>AMOUNT</u>
Commencing 15 through completion 19	\$ 730.00
Commencing 20 through completion 24	\$ 880.00
Commencing 25 through completion 29	\$ 1,030.00
Commencing 30 through completion 34	\$ 1,180.00
Commencing 35 and each year thereafter	\$ 1,330.00

Such payments shall be made consistent with the provisions of this Article. Effective June 7, 2011, "continuous years of service with the City" shall mean the employee has worked without interruption in one or more positions covered by the AFSCME bargaining unit for the period of years specified in the table above. Years worked in temporary positions or other non-AFSCME positions prior to the employee being covered by this Agreement do not count as years of continuous service.

b. Employees may designate on their pay report the week during October or November in which they wish to receive the first half of two equal installments of their longevity bonus. If the employee does not timely make a request for payment, the City will pay the first half of the two installments on December 1st. Employees may designate on their pay report the week during April or May in which they wish to receive the second half of the two equal installments of their longevity bonus. If the employee does not timely request the payment, the City will pay the second

half of the two installments on June 1st. Employees who become eligible for any of the five (5) categories of longevity payments (excluding 10 through 14 years) during the six-month period(s) between payments shall have the amount for that period pro-rated. Only employees who have applied for membership on the date a longevity payment is due and who subsequently become members shall be eligible for such payments. Employees leaving employment who are entitled to longevity shall have it pro-rated at time of termination.

9.4 Wages: The pay schedules in effect for the period of this Agreement, from July 1, 2018 through June 30, 2022, shall be as set forth in Appendix C to this Agreement. Those schedules reflect the following cost of living increases to the prior year's base pay:

- (a) Retroactive to July 1, 2018, for covered employees who are employed on the execution date of this Agreement, 2%;
- (b) On July 1, 2019, 2.5%;
- (c) On July 1, 2020, 2.5%; and
- (d) On July 1, 2021, 3%.

Employees who are paid less than the hourly amount on their step and grade that is set by the City and known as the Livable Wage (calculated with health care) will receive a supplemental payment until their step and grade hourly payment reaches the hourly amount of the Livable Wage. When their step and grade reach the hourly amount as set by the City as the Livable Wage, the supplemental payment shall terminate.

9.5 Whenever an employee is directed to work in a classification higher than the employee's own for a period in excess of two (2) hours during any work day, such employee shall be compensated, for all continuous time worked in such higher classification, at a rate in the higher

classification which at a minimum provides an increase equal to a 5% increase over the employee's existing salary in the employee's own classification, but in no event shall such increase be less than the minimum nor more than the maximum allowed for such higher classification. All such higher assignments must be stated in writing and signed by the supervisor in advance of the work performed. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 An employee who is placed by the employee's supervisor or manager in charge of a work crew consisting of two (2) or more employees, including employees hired on a seasonal basis, for a period in excess of two (2) hours during any work day shall be regarded as a group leader and shall receive compensation at a rate of ten (10%) percent in excess of the employee's base rate for all time actually worked in that capacity. Such assignment to be a group leader must be made in writing and name the two (2) or more crew members not counting the group leader. The group leader's supervisor must approve the group leader assignment documentation in advance. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 A An employee may be assigned to work in a lower-rated classification at the same rate of pay the employee receives in their regular classification. When an employee is assigned to a lower classification, the employee may not work in said lower classification if the employee is replaced in their own classification by a lower classified employee.

9.7 Emergency Communications Specialists II who are assigned by the Department supervisor to do field training of dispatchers and do actually perform such training shall receive \$1.10 (one dollar and ten cents) per hour in addition to their base pay for all such hours.

ARTICLE X

Hours of Work

10.1 Definitions.

The definitions in this article apply only to full-time, i.e. forty (40) hours per week, positions.

Workday: The normal workday shall consist of either eight (8) or ten (10) consecutive hours of work, excluding a meal period, within a twenty-four (24) hour period.

Workweek: The normal workweek shall consist of either five (5) or four (4) consecutive workdays, Monday through Friday, totaling forty (40) hours, except as otherwise provided for herein. Except where they currently exist as of the effective date of this contract, no position shall be scheduled a ten (10) hour workday/four (4) day workweek unless such schedule is mutually agreed to by the City and the employee in said position.

Continuous Operations: Continuous operation is an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

Time and One-Half: Time and one-half shall mean one and one-half (1½) hours pay for each hour worked.

Work Shift: A regular work shift shall consist of either eight (8) or ten (10) consecutive hours, excluding a meal period.

Double Time: Double time shall mean two (2) hours pay for each hour worked.

Flexible Scheduling: Flexible scheduling shall be defined as the development and implementation of an irregular work shift (or shifts) for a particular employee in order to

accommodate special needs of the employee and/or the Department.

10.2 Work Schedules.

a. General Provisions: It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The City retains the right to schedule straight time, overtime hours, number of shifts, and shift assignments, subject only to the limitations as set forth herein. Whenever the City makes or alters shift assignments, consideration shall be given to the seniority of qualified employees. Employees covered by this Agreement working less than thirty-six (36) hours per week on a regular basis may be assigned a normal work day other than as set forth in this Article.

All employees, except those covered in paragraph 10.2(b), shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards. All employee work shift shall provide for:

- i) One (1) reasonable meal period; and
- ii) A fifteen (15) minute rest period during each one-half (1/2) shift as is feasible. Employees shall be allowed an opportunity, and shall be provided reasonable facilities, to clean up prior to the end of each one-half shift.
- iii) Employees required to remain on the job site during the scheduled lunch period shall be paid for such lunch period.

b. Street Division, Fleet Maintenance Division, and construction crew of the Water Resources Division of the Public Works Department Employees: These employees shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting

time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Such hours shall include a paid one-half hour lunch period at the regular rate of pay, which shall be taken at the job site unless otherwise specifically directed by the supervisor at the commencement of the shift, and one ten (10) minute break during each one-half shift as is feasible. Reasonable procedures for lunch breaks, rest periods, and clean up shall be established by the Department.

c. ECS Continuous Operations Schedule: Work schedules for such operations shall be negotiated and agreed upon by the department and the employees involved in such continuous operations with the approval of Local 1343, AFSCME. At the time of execution of this Agreement, the parties have agreed that work schedules shall be reviewed at least annually, but no changes will be made if the Department and the employees are happy with the existing schedule. If a change is proposed to the schedule, all affected employees must be involved and their input considered before any change is implemented. Emergency Communication Specialists will bid for shifts twice per year in March and September for tours of duty effective the first Sundays in April and October, respectively, or when otherwise agreed on by the parties. When a new ECS is released from training, the supervisor will ask all ECS to determine if there is interest in the open shift. If there is no interest, the newest ECS will assume the open position. If there is interest, there will be a rebid.

d. Dispatch Scheduling: Unless emergency conditions or unanticipated circumstances exist, and approval is granted by the appropriate supervisors, all shifts should be kept to the ten (10) hour limit and employees should not work more than fifteen (15) consecutive hours.

Only one dispatcher will be granted time off per twenty-four (24) hour scheduled work day but other time off on that same day may be granted off depending on the needs of the

operation as determined by the Burlington Police Department.

New or vacated shift positions will be filled on the basis of seniority so long as there is sufficient experience on the shift.

In order to maintain staffing levels to ensure public safety needs are met, the Police Fire Communication Center may temporarily hire Non-AFSCME bargaining unit personnel to cover a position vacancy* which results in at least 80 hours of available overtime. This temporary hire shall end when the position is filled with a new bargaining unit employee. *Section 13.26 addresses filling open hours created by approved leave of absences.

e. Flexible Scheduling: Flexible scheduling may occur subject to the following conditions:

- i) The Department Head must, in all cases, authorize flexible scheduling;
- ii) A flexible schedule may be terminated by either the employee or the Department Head at any time for any reason, in which case regular scheduling shall occur;
- iii) An employee who works on the basis of flexible scheduling shall be entitled to overtime only when authorized hours of work in a week exceed forty (40); and
- iv) The decision to terminate flexible scheduling in any given case shall not be grievable.

f. Parking Attendants and Parking Operations Shift Leaders: The nature of the work of Parking Attendants and Parking Operations Shift Leaders is such that it must be responsive to the needs of the public, the needs of business owners and the seasons. In order for the City to be responsive to these needs, the City must have flexibility in scheduling the work of Parking Attendants and Parking Operations Shift Leaders. Accordingly, the following provisions will apply to Parking Attendant and Parking Operations Shift Leaders employees notwithstanding any

other provisions of this Article or the Agreement:

- i) The City will schedule Parking Attendants and Parking Operations Shift Leaders to a regular work week consisting of shifts scheduled Friday through Thursday and schedule Parking Attendants and Parking Operations Shift Leaders two consecutive days off. Shifts may be scheduled on any of the seven (7) days of the week;
- ii) A regularly scheduled shift will consist of at least four (4) hours, but not more than ten (10) hours within a twenty (20) hour period. A shift will have a scheduled starting and ending time, except that the ending of the shift may fluctuate in response to special events, unanticipated circumstances, or emergencies;
- iii) The City's parking facilities shall be considered as one work site. The City may direct Parking Attendants and/or Parking Operations Shift Leaders to work in any City parking facility once an employee is on-site for their assigned shift. In an emergency or an unanticipated circumstance, the City may direct a Parking Attendant and or Parking Operations Shift Leaders to work at another site prior to their arrival at their scheduled site. Employees shall be compensated for travel time between parking facilities during a shift; and
- iv) Meal Breaks – Parking Attendants and Parking Operations Shift Leaders shall not have a specified meal break period but may eat on site during work. Consequently, Parking Attendants and Parking Operations Shift Leaders shifts shall be scheduled without consideration of the usual one half-hour unpaid meal break and will be paid for all scheduled hours. Other breaks will be provided consistent with the current Agreement. The City can direct other employees, supervisors or other managers to cover the work of Parking Attendants and Parking Operations Shift Leaders while they take other breaks provided for by the Agreement.

10.3 Overtime and Compensatory Time.

a. Overtime: Available overtime work shall be equitably distributed and voluntary as far as is reasonably practical among regular employees in the job classification in which the overtime work is to be performed.

Regular employees shall be given priority in available overtime work. Each department shall prepare an overtime list to foster the proper distribution of overtime; such list shall be made

available for review by each department's steward.

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours in a workday (or ten (10) hours for employees on a ten-hour workday) or forty (40) hours in a workweek. Sick time, vacation time, holiday time, or other approved paid absences shall be counted as hours worked. There shall be no pyramiding of overtime pay.

b. Rest Periods: Employees who work more than four (4) consecutive hours of overtime shall be given either a one-half hour rest period with pay or an additional one-half hour compensation for each four (4) hour period. In cases where a rest period is given it shall be given as soon as is practical given the nature of the work being performed. This provision shall not apply if the employee does not work beyond the end of any such four (4) hour period.

c. Rest Day: An employee who has completed their regular workday and who thereafter continues to work twelve (12) consecutive hours of overtime may elect to use the following regular workday for rest and charge it to sick leave or vacation time or take such time without pay. Such time shall not count in the computation of sick leave usage for purposes of requiring notes from a physician pursuant to 13.3(c) or 13.13 (sic 13.2(c)). An employee who works sixteen (16) consecutive hours and is on call is entitled to eight (8) hours rest—that is, unless the employee agrees otherwise, or a major emergency occurs, the employee will not be called in to work or required to start a regular shift for at least eight (8) hours. If the employee misses some or all of a regular shift for this rest period, the employee may charge the time to sick leave or vacation time without penalty as described, or take such time without pay.

d. Parking Attendants Special Rule: Parking Attendants and Parking Operations

Shift Leaders shall be paid overtime for the hours worked in a workday that meet both of the following conditions: the hours exceed eight (8) hours in one workday and exceed the hours the Parking Attendant is regularly scheduled to work on that particular day.

e. Compensatory Time: Employees entitled to overtime may, with the approval of the Department Head or designee, be allowed compensatory time at time-and-one-half in lieu of such overtime consistent with the provisions of the Fair Labor Standards Act. (Appendix D) Employees allowed compensatory time in lieu of overtime may utilize such time consistent with the procedure set forth in paragraph 13.25. Once each fiscal year employees may trade in for cash any amount of compensatory time earned during that fiscal year. Compensatory time not so traded in may be accrued from year to year, consistent with and subject to limitations set forth in the Fair Labor Standards Act.

The estate of a regular employee who dies shall be paid all of the compensatory time due that employee at the time of the employee's death as per the procedure set forth in Appendix D Section 4.

10.4. Weekend and Shift Premium Pay.

a. Other than continuous operation positions, positions currently assigned a workweek consisting of five (5) consecutive days which includes Saturday and/or Sunday shall be compensated at a premium rate of twenty-five (25%) percent above their hourly base rate for such Saturday and/or Sunday work. The Parks Department shall assign weekend work on a scheduled basis, and employees of that Department may exchange such weekend work assignments with other qualified Department employees so long as the work requirements of the Department are adequately covered. Scheduled employees shall give the Department reasonable notice of any such

work exchange.

b. Notwithstanding the provisions of paragraph 10.4(a), it is understood and agreed that only those positions that were receiving the twenty-five percent (25%) premium provided for in paragraph 10.4(a) as of June 30, 1991 shall be paid such premium, and with respect to those positions, the premium shall be paid only for so long as such position(s) is filled by an employee whose date of hire with the City is on or before June 30, 1991. Employees hired by the City on or after July 1, 1991 and who occupy one of the aforementioned positions, as well as any new positions created, shall not be entitled to the twenty-five percent (25%) premium, but shall be eligible for a weekend day shift differential as provided for in paragraph 10.4c. Under no circumstances shall an employee be entitled to receive both a twenty-five percent (25%) premium and weekend day shift differential.

c. A shift differential in the amount of \$1.50 per hour will be paid for all hours worked on regularly scheduled shifts between the hours of 4:30 p.m. and 11:00 p.m. and \$1.65 per hour for hours worked on regularly scheduled shifts between the hours of 11:00 p.m. and 7:00 a.m. The weekend day (7:00 a.m. to 4:30 p.m.) differential shall be paid at the rate of \$1.45 per hour. Under no circumstances shall an employee be entitled to receive both premium pay under paragraph 10.4(a) or 10.4(b) and weekend day shift differential. All shift differentials provided for herein shall apply only to time actually worked and shall not apply when an employee is on any paid or unpaid leave or for any hours of work compensated at overtime rates.

10.5 On-Call, Call-Ins

a. General Provisions: Whenever employees are required to make themselves available during periods when they are not scheduled to work, they shall be so informed, and thereafter for

the period specified shall be considered to be on call. Unless other arrangements are specifically agreed to by the Department Head, an employee who is on call shall be expected to report to work within 30 minutes of being called, or within normal commuting time if longer than 30 minutes, except that reasonable accommodations shall be made if weather conditions result in a longer commuting time.

b. Substitutes: Employees who are on-call may arrange for substitution by a qualified employee for their on-call duties, provided that notice of any such substitution is given to the supervisor by the employee originally placed on-call at the time the employee is first placed on-call, unless otherwise arranged with the supervisor, and provided further that the proposed substitute is approved by the supervisor as being qualified to perform the tasks which may be required during the on-call period. In the event of substitution, failure of the substitute to report to work if called in shall be just cause for discipline of the substitute. In the event of an approved substitution, on-call pay shall be paid by the City to the substitute and the employee originally placed on-call shall be deemed to have released the City from any obligation with respect to on-call pay.

c. Extension of On Call Periods/Airport Rules: Except for emergency situations, periods initially specified as on-call periods shall not be extended once the on-call period has begun, unless the employee agrees to the extension. At the Airport emergency shall be strictly defined to enable the City to comply with Federal regulations which require immediate removal of any precipitation from primary movement areas at all times in order for the Airport to maintain operations. On Saturdays and Sundays the Airport shall initiate notice of extension of on call periods by 2:00 p.m.

d. On-Call Pay. Effective on the first day of the month following the date of execution

of this Agreement, all employees who are on call shall receive \$33.00 on call pay for each day or portion thereof during which the employee is placed on call. This on-call pay will increase to \$35 on July 1, 2019 and \$40 on July 1, 2020. For purposes of this section a day shall be the twenty-four (24) hour period commencing with the end of the employee's last scheduled shift, and any successive twenty-four (24) hour period until the commencement of the employee's next scheduled shift. Employees shall receive an additional \$33.00 (\$35 as of July 1, 2019 and \$40 as of July 1, 2020) ("holiday on-call" payment) over and above the regular on-call pay, for a total of \$66.00 (\$70 as of July 1, 2019 and \$80 as of July 1, 2020) if the employee is placed on call during any part of a holiday (actual or observed) except that only one such holiday on-call payment shall be made to an employee who is on call during both the actual and observed holiday in any one instance.

Employees who are called in shall be compensated at a rate of 1.5 times their regular rate for all hours worked until the commencement of their regularly scheduled shift. If an employee is called in and then sent home prior to the commencement of their regular shift, the employee will be allowed to return at the commencement of their regular shift. An employee who has been called in before their regular shift may elect with approval of the employer to leave after working 8 consecutive hours or to take accumulated compensatory time or vacation during all or part of the regularly scheduled shift that follows. Sick Leave may be used only when approved by the Department Head in accordance with the appropriate provisions of Article XIII of the contract.

The employer may elect to send the employee home for all or part of the regularly scheduled shift when there is evidence that the workplace health and/or safety are in jeopardy. This may be covered by accumulated leave of the employee's choosing including Sick Leave, under pertinent provisions of the contract. If an employee elects to go home for all or part of a

regularly scheduled shift with approval of the employer but without using accumulated leave that employee will be considered to have declined overtime for purposes of administration of internal overtime rotation lists.

e. Minimum Call-In Payments: Any employee who is called to work outside their regularly scheduled shift shall be paid the time and one-half described above for such work, except as provided below the payment for such call-back shall not be less than for (i) two (2) hours in the case of a scheduled call-back, and (ii) three (3) hours in the case of unscheduled call-back, except that there shall be no pyramiding or stacking of minimum payments. For example, an employee who is called-in and receives the three-hour minimum pay will not receive a second three-hour minimum pay unless the employee is allowed to go home and is called back again more than three hours after the initial call-back began. An employee who is called-in less than two hours before their scheduled shift and continues to work through their regular shift is paid all time worked before the regular shift, plus one hour, at time-and-a-half and then receives their regular pay for their regular shift. For example, an employee who is scheduled to work at 7 am but is called in to begin work at 6 am receives two hours at time-and-a-half and then begins regular pay at 7 am.

A scheduled call-back means that the employee has been notified that they will be needed to work at a specific time before the end of the employee's last prior shift. An employee who is called by telephone by their supervisor or designee during non-work hours to provide advice related to the employee's particular work expertise, but who is not actually called back to work and not eligible for call-back pursuant to this section shall be entitled to a minimum of one (1) hour compensation at time and one-half the employee's regular rate. Any employee of the Cemetery Department called to cover a funeral in each one-half shift on Saturday or Sunday shall be credited with two (2) call-

backs.

f. Winter Rules for Maintenance Division of the Airport and Streets and Water Resources Divisions of the Public Works Department: From November 1 to April 15, employees of the Maintenance Division of the Airport and the Streets and Water Resources Divisions of the Public Works Department may be required to make themselves available on a rotational basis to be called into work to perform their respective duties as conditions require.

It is understood and agreed that current practices regarding employees in certain positions (other than in the Streets Division) making themselves available to plow snow shall continue. In addition, employees of the Public Works Department who are hired by the City on or after July 1, 1991 into the positions listed below shall make themselves available to be called into work as street conditions require. These positions include the following: welder, mechanic, inventory control specialist, and street maintenance workers. Available volunteers shall be used before employees in these positions are called in. In addition to the employees required to make themselves available as provided for herein, the City may require a maximum of six (6) employees from the Water Resources Division of the Public Works Department to be available for snow plowing responsibilities. The City shall first solicit qualified volunteers for this purpose, but in the event it does not achieve the necessary coverage, it may achieve the required 6 employees by mandating coverage. The least senior qualified employees shall be called first until the required coverage is achieved. Those employees who participate in snow plowing shall be subject to being placed on call in accordance with the provisions of this section.

g. Water Distribution /Meter Analysts: Commencing July 1, 1994, one Water Distribution/Meter Analyst position will be on-call for the entire week. Weekly duty shall be

voluntary and shall be rotated among Water Distribution/Meter Analysts who volunteer and, if necessary to ensure adequate coverage, qualified water distribution employees who volunteer. In the event that there are insufficient volunteers to maintain an adequate on-call rotation, management may require Water Distribution/Meter Analysts who have not volunteered to participate in the rotation.

h. Airport Electrician: The airport electrician may be required to be available to be called in to work to perform their duties at times when they are not scheduled to work.

i. Call-In After Consumption of Alcohol, Marijuana, or Certain Prescription Drugs. Employees who are called in to work outside of their regular or scheduled call in hours, who are not on-call and who acknowledge that they have consumed alcohol, marijuana, or a prescription drug that may affect their ability to drive, operate machinery, or otherwise safely perform their job, and who decline to report for duty for that reason shall not be subject to an alcohol or drug test or disciplinary action. However, if an employee has already been placed on-call or is already on a scheduled call-in, and is called in after the employee has consumed alcohol, marijuana, or a prescription drug that may affect the employee's ability to drive, operate machinery, or otherwise safely perform their job, the employee is required to report that consumption and understands that they shall be disciplined.

j. Court Call-back for Emergency Communication Specialists. ECS dispatchers who are called to work outside their regularly scheduled shift to testify in court shall be paid consistent with 10.5(e), except that if the court appearance is cancelled after 5 pm the previous day, the employee shall receive a \$35 call-back fee. The Department will notify the dispatcher of any cancellation by phone (at the number supplied by the employee) or work email, and the time of

the call or email will determine the time of cancellation. If possible, in lieu of call-back pay, the schedule of a dispatcher who is called to testify in court will be adjusted, subject to mutual agreement of the employee and the department.

k. ECS Order-in's (former MOU)

(i) At times, the Department must order an ECS in to work when the ECS is not scheduled to work, but the Department agrees that only in extremely limited circumstances emergency circumstances might exist where more than two ECS are necessary to ensure public safety.

(ii) There are two types of order-ins: A scheduled order-in is defined as an order to fill time that is left unfilled from the regular overtime posting. An unscheduled order-in is defined as an order to fill time that is left unfilled due to an unexpected absence in the communications center.

(iii) During a scheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed three hours, the entire order-in will be compensated at twice the normal pay rate (double-time). During an unscheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed two hours, the entire order-in will be compensated at twice the normal pay rate (double-time).

(iv) An ECS who has taken a scheduled day off will be exempt from an order-in unless it is an unscheduled order-in immediately following the end of their regularly scheduled shift. The only exemption from that requirement is if the order will create an undue hardship. If an ECS is exempt under this provision, the next ECS on the list will be

ordered in, and the exempt ECS will return to the first position of the order-in list upon return from the scheduled time-off. This provision does not preclude the ECS from volunteering to cover or accepting the order-in, at the ECS's own discretion.

For example, if an ECS works Sunday night 2100-0700 and has taken Monday night shift off 2000-0600, that ECS cannot receive a scheduled order-in for 0700 to 0900 on Monday morning, but can receive an unscheduled order-in in the absence of some extenuating circumstance (undue hardship), such as travel plans where the ECS has an early morning flight Monday morning. This undue hardship exemption will only occur in very limited circumstances at the discretion of the Officer in Charge or the ECS's supervisor.

The purpose of the exemption from scheduled and, in rare circumstances, unscheduled order-ins is to protect scheduled time off the ECS is using, such as vacation, personal, or other time off the ECS is entitled to by contract. This protection against order-ins does not apply to regularly scheduled days off except in circumstances where the regularly scheduled days off lead into a period of vacation, personal, or other time off authorized by contract and the unscheduled order would be an undue hardship as described above.

(v) If an ECS is ordered in on one of the double-time holidays, the ECS will be paid

a) the holiday pay for that day (regular pay), b) double time for the time actually worked, and c) an additional half-time for all time worked in recognition of the order-in.

1. On-call for ECS: Upon implementation of an on-call system, Emergency

Communication Specialists shall be eligible for on-call pay. .

10.6 Miscellaneous.

a. Safe Vehicles: It is the policy of the City to maintain all of its vehicles in a safe

condition. No employee shall be required to operate an uninspected vehicle and shall not be disciplined for refusing to do so.

b. Commercial Driver's License: Employees who need a commercial driver's license to fulfill their job responsibilities shall be reimbursed by the City for the cost of obtaining the required commercial driver's license and/or any renewal thereof which comes due after July 1, 2010. Reimbursable cost under this Section shall be the difference between the cost of obtaining and/or renewing the required commercial driver's license and the cost of obtaining and/or renewing a standard driver's license.

c. Bargaining Unit Work to be Performed by Members: Except for emergency situations (including unavailability of union personnel due to absences), no non-bargaining unit employee shall perform work normally assigned to employees within the bargaining unit.

ARTICLE XI

Holidays

11.1 The following days and no others shall be recognized as holidays:

New Year's Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
President's Day - Third Monday in February
Town Meeting Day - First Tuesday of March
Memorial Day - Last Monday in May
Independence Day - July 4
Bennington Battle Day - August 16
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

11.2 In addition, all employees shall be allowed one (1) floating holiday per fiscal year

for religious, social or personal need. An employee shall provide their Department Head with as much notice as possible of the date selected for such day, but in no case shall such notice be less than three (3) working days.

11.3 In addition to the holidays listed in paragraph 11.1 and 11.2, the day after Thanksgiving shall be a limited service day. A limited service day shall be defined as a day during which all City offices are open and all City services are provided. A Department Head shall ensure minimum staffing is available to carry out necessary functions. Employees who are scheduled to work a regular shift on a limited service day shall be entitled to another day off, which shall be taken during the fiscal year pursuant to the procedure set forth herein for the floating holiday.

11.4 Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. On a designated holiday employees shall be excused from all work (except as scheduled or called in by a Department Head to maintain essential City services) and shall receive regular compensation for that day except where other agreements exist. Each eligible employee is entitled to one day of holiday pay for each of the holidays above. An employee who is scheduled to work on either the actual or observed holiday and is excused from work that day has their holiday on and is paid for the day off. Employees who did not receive a day off and holiday pay as previously described and who work (whether scheduled or called-in) on either the actual or the observed holiday shall be entitled to additional holiday pay for the day worked, and an employee who works (whether scheduled or called-in) on both the actual and observed holidays shall be entitled to additional holiday pay for the actual holiday, not the observed holiday. Additional holiday pay for the employee who works as referenced in the previous sentence shall be at the rate of one and one-half times the regular rate of

pay except that additional holiday pay on the following holidays shall be double time: Christmas Day (December 25), New Year's Day (January 1), Thanksgiving Day (fourth Thursday in November), July 4 and Labor Day (first Monday in September). Additional holiday pay shall be paid over and above an employee's regular compensation for the day. An employee who works on a holiday may request from their Department Head or designee to take additional holiday pay as compensatory time and if approval is received, may take such compensatory time in accordance with section 10.3 (e) and Appendix D. An employee who voluntarily wishes to work on a holiday may request, and a supervisor may allow the employee, to work and take that holiday on another day as a day off with pay within the next six (6) months and will not be entitled to additional holiday pay. Management will not pressure employees to work on a holiday voluntarily.

11.5 In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused by the supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of vacation leave, personal leave, sick leave or other approved leave with pay.

11.6 If a designated holiday occurs while an employee is on vacation leave, no charge for the holiday will be made against vacation leave. If a holiday falls during a scheduled day off, the employee shall be compensated by an additional day's pay or by a day off at some later time within the fiscal year. If an additional day off is elected, it shall be taken in a manner consistent with the procedures for taking compensatory time, provided that such day off shall be scheduled so as to minimize the creation of additional overtime for the City.

11.7 In addition to the above-listed holidays, the Mayor may designate additional time off. Employees required to work such days shall receive time and one-half (1 1/2) their regular rate for each such hour worked.

ARTICLE XII

Vacations

12.1 Vacation leave may be taken as earned after completion of the probationary period according to the following schedule. Employees scheduled to work thirty-five (35) hours or less in an average workweek shall earn vacation leave on a prorated basis.

CREDITED SERVICES	HOURS OF VACATION EARNED PER MONTH
Zero (0) through	Six and two-thirds
Sixty (60) months	(6 2/3)
Over Sixty (60) through One Hundred Twenty (120) months	Ten (10)
Over One Hundred Twenty (120) months	Thirteen and one-third (13 1/3)
Over One Hundred Eighty (180) months	Sixteen and two-thirds (16 2/3)
Over Three Hundred (300) months	(see below)

Employees with three hundred (300) months of credited service or more shall be entitled to an additional two-thirds of an hour of vacation per month, and an additional two-thirds of an hour of vacation per month for each additional twelve months of credited service over three hundred (300), to a maximum of three and one-third hours per month for those employees with three hundred forty-eight (348) months or more of credited service. Entitlements shall increase with each

additional twelve (12) months of credited service between three hundred (300) and three hundred forty-eight (348) only, and shall not be pro-rated for periods of less than twelve (12) months. Vacation accruals under this paragraph may be received in the form of leave or compensation, as requested by the employee, on a straight time basis, at intervals requested by the employee.

12.2 An employee who has completed their probationary period whose employment is terminated is entitled to payment for unused vacation leave in an amount not to exceed three hundred sixty (360) hours.

12.3 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation pay earned.

12.4 Vacation time may be used by employees in addition to, or in lieu of, sick leave.

12.5 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their accumulated vacation. An employee may accumulate no more than fifty (50%) percent of their annual vacation leave, except that an employee with less than two (2) years of employment shall be allowed to accumulate their full annual vacation leave. No employee shall accumulate more than three hundred sixty (360) hours of vacation leave, except as described below.

From an employee's date of hire to the end of that fiscal year, an employee may use or carry over any accrued vacation time. For every fiscal year thereafter, an employee must use at least fifty percent (50%) of their yearly earned vacation benefit according to the above schedule. An employee may carry over, at the end of the fiscal year, a maximum of 50% of their yearly vacation benefits, up to the maximum of 360 hours. Vacation leave in excess of the authorized carry over shall be forfeited and no financial compensation may be paid at the end of the fiscal

year (June 30) or upon separation, unless an extension has been granted in writing by the Department Head with the approval of the City Council, after consideration of the recommendation by the Human Resources Committee.

12.6 The rate of vacation pay shall be the employee's regular straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

12.7 Vacations will be taken in accordance with a schedule approved by the Department Head or designee with due regard to the operation of the Department. Employees should request vacation leave of one week or more as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Employees shall have the right to choose the time they desire for their vacation, based on their seniority and consistent with this Article, so long as the efficient operation of the Department is not adversely affected. Vacation requests shall not arbitrarily be denied and, with respect to Operation Specialists at the Airport, shall take into account Federal Aviation Regulations which affect scheduling. Vacation requests shall be responded to within 5 work days of the request.

12.8 An employee may be permitted by their Department Head or designee to take vacation leave on a day at a time basis consistent with the procedure set forth in paragraph 13.25.

12.9 Except in the case of an emergency as determined by the Department Head, no employee shall be required to return to and appear for work during their scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period). Employees who are requested and elect to work on a scheduled vacation day shall receive time and one-half (1 1/2) for each hour worked and may elect 1) to be charged and paid for such time as vacation or 2) not to be charged for nor receive vacation time for such hours.

ARTICLE XIII

Leaves

13.1 Leave is any authorized absence during regularly scheduled hours that is approved by proper authority. Employees scheduled to work 20 or more but less than 35 hours or less in any average workweek shall earn leave on a prorated basis.

13.2 The following sick leave benefit shall apply to all employees hired after July 1, 2000. Effective February 1, 2001, this sick leave benefit shall also apply to all employees hired prior to July 1, 2000 except as modified by their election of Option 1 or Option 2 as described below and as described in section (e), Transition from a previous sick time benefit. Sick leave shall mean any leave attributable to any physical or mental sickness or accident that prevents an employee from performing the employee's regular duties. Sick leave shall not be considered a benefit that an employee may use at their discretion, but shall be used only for the reasons stated below

Sick leave may be used to care for the employee's own physical or mental illness, injury, or medical condition that prevents them from performing their regular duties as scheduled. Sick leave shall also be granted to allow an employee to obtain professional diagnostic, preventative, routine or therapeutic healthcare that cannot be scheduled outside of working hours; to care for a sick, injured or disabled member of their immediate family, including helping that individual obtain diagnostic, preventative, routine, or therapeutic health treatment, or accompanying them to an appointment related to long-term care; or to arrange for social or legal services or obtain medical care or counseling for themselves or an immediate family member who is a victim of domestic violence, sexual assault, or stalking or is relocating because of any of these. Immediate

family includes: spouse, party to a civil union, domestic partner, parents, parent-in-law, grandparent, siblings, children, grandchildren, and foster children. Other close family members who reside in the employee's home are also considered immediate family. In addition, sick leave may be used for dependent care due to emergencies. "Emergencies" are, by definition, unexpected, short-term events, such as illness of a daycare provider or when the school or business (including a care facility) where an immediate family member is normally located during the employee's workday is closed for public health or safety reasons. Supervisors should use their best judgment to determine whether specific, individual cases fall within the general intention of this policy. Except as otherwise provided in this Article, no employee shall be entitled to payment for unused sick leave upon separation from City employment.

a. Eligibility

In order to be eligible for sick leave, an employee who is absent from work for any of the reasons provided in this section must:

1. Inform their immediate supervisor or Department Head of such fact at the first reasonable opportunity, or as defined by Department Directives;
2. A supervisor may require an employer to provide reasonable proof that the employee's use of earned sick time is for one of the reasons stated in this section.
3. If the employee is out for more than one workweek, they or their surrogate (spouse, adult family member, or other responsible party) must report to the employee's immediate supervisor either in person, by telephone or electronic communication at least once per workweek, unless the circumstances make such notice impracticable. If the employee is away from their place of residence, a physician's statement explaining why such an absence is

necessary, along with an estimate of the required period of absence, must be submitted.

b. Accrual of Sick Leave

Employees shall accrue ten (10) days (eighty (80) hours) of sick time per year. Sick time will be accrued on a monthly basis (6.67 hours/month). Employees could accrue up to a maximum of 15 sick days (120 hours). Except as otherwise provided in this section, any employee eligible for sick leave benefits who is paid less than their regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service) or who is a part-time employee shall have their sick leave prorated for that week, based on a forty (40) hours workweek.

Persons who earn sick leave have the exclusive rights to its use and it shall not be shared.

No employee shall be paid for sick leave that has not yet accrued.

c. Certification of Illness

If a Department Head or their designee has reason to believe that an employee may be taking sick leave unnecessarily or has engaged in a pattern of abuse of sick leave, or if an employee is out of work for three (3) consecutive working days due to illness, the Department Head or their designee, in order to determine sick leave eligibility, may require:

- i) a certificate from their physician or other care provider (specifying the nature of the reason for leave, the expected length of the sick leave and/or any work restrictions or light-duty assignments expected upon return to work) in order to be eligible for benefit for that particular absence (unless otherwise noted, a certificate from a physician or care provider shall be the responsibility of the employee);
- ii) a medical examination performed by a physician chosen by the City Department at

its expense; or in the event of absence due to accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness for return to work.

Sick leave may be denied by the Department Head or their designee upon a determination that the employee's condition is not sufficiently serious to justify sick leave.

d. Wellness Bonus

Each employee (even those who do not receive their health benefits through the City and have accepted a cashout under 14.5) will be eligible for up to \$400.00 per year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation in the following wellness activities in the amounts stated:

i) Annual physical examination with primary care physician or physician's assistant--\$100.

ii) Annual or semi-annual dental examination (cleaning) with dentist or dental assistant--\$100.

iii) Completion of annual online risk assessment by the stated deadline--\$100.00. Deadline will be identified each year no less than three months after start of fiscal year.

iv) Participation in a list of approved wellness activities designated by Human Resources--\$50.00 each for up to total of \$100.00. For purpose of example only, these activities may include: proof of health club or gym membership, proof of enrollment in a weight management program, proof of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam, colonoscopy, prostate exam, or

proof of participation in any of the offerings included in the City's EAP program.

e. An employee may petition the Human Resources Director to add a particular wellness activity to the list of approved activities at any time. The HR Director will respond to the request within ninety days. Eligibility for that activity will become effective at the first of the month following approval. The decision of the HR Director as to whether an activity is added to the list is final.

f. Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may submit the proof of participation to the City's healthcare administrator at the address provided by Human Resources; the administrator then will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list. If none of those methods of proof is available, the Human Resources Director, at their discretion, may accept other proof of participation.

g. Transition from a previous sick time benefit

To transition to the sick time plan on February 1, 2001, employees hired prior to July 1, 2000 will maintain their existing hours of accrued sick time in a 'vested sick leave bank'. An employee may use their vested sick leave bank to 1) supplement pay when using short term disability as more fully described below; 2) if the employee exhausts their active sick leave; and 3) if the employee is an option 2 employee, to convert to vacation consistent with current rules. An employee's right to sick leave pay out upon retirement will be consistent with their current

rights under Option 1 or 2, whichever is applicable. Only Option 1 employees will be eligible for the sick leave bonus as described in Option 1 and Section 13.2 (d).

13.3 The City and the Union previously adopted a sick leave plan, which is set forth in part below and designated as Option 1. All employees on regular employment status as of June 30, 1986 made a one-time election in writing as to whether they would continue to follow the terms and conditions of the previous sick leave plan, which is set forth below and designated as Option 2. The employees who elected Option 2 are identified in Appendix E. Such choice was then considered final and non-revocable during the term of each individual's employment. It was understood and agreed that all employees hired on and after July 1, 1986 shall participate in the new sick leave plan (Option 1). It is understood and agreed pursuant to this Agreement that all employees, whether hired before July 1, 2000 or afterwards, are covered by the Sick Leave Plan described in Section 13.2 and only limited portions of the original Option I and II plans, as described below, are available to employees hired before July 1, 2000.

OPTION 1

Any unused sick leave earned prior to February 1, 2001 shall be accumulated and part of an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01.

Unused Sick Leave Upon Separation:

13.4 During the term of this Agreement, when an employee dies while employed in active service with the City or retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System, the employee (in the case of death, their estate) shall receive an amount equal to their salary at the time of their retirement or death for

one-third the amount of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for five (5) weeks.

13.5 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to their salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused sick leave up to the maximum; however, the maximum payment shall not exceed payment for three (3) weeks.

13.6 Employees with accumulated unused sick leave in excess of the maximum earned prior to June 30, 1986 may elect upon retirement to use the balance of such excess leave, if any, towards "years of service" as credit under the city's Retirement System.

OPTION 2

13.7 Any unused sick leave earned prior to February 1, 2001 shall be accumulated and become an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01. A regular employee who retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System is entitled to payment for unused accrued sick leave in an amount not to exceed five (5) weeks. A regular employee who dies while employed in active service with the City or who terminates employment shall (in the case of death the employee's estate) be entitled to payment for unused accrued sick leave in an amount not to exceed one hundred twenty (120) hours.

Upon the accumulation of at least two hundred forty (240) hours of sick leave in the employee's vested sick leave bank, an employee may convert sick leave to vacation leave at the ratio of one (1) hour of vacation leave for every two (2) hours of sick leave up to a maximum of forty (40) vacation hours per year. An employees' conversion of sick leave to vacation may result in the employee's

accrued vacation exceeding the three hundred sixty (360) hour vacation accrual limit during the fiscal year and this is permissible unless the employee has more than 360 hours on the books on June 30th. If the employee has more than three hundred sixty (360) hours of accrued vacation on June 30th, the employee will forfeit any hours in excess of three hundred sixty (360).

Short Term Disability Benefit

13.8 The following short-term disability plan is implemented for all employees as follows:

a. Description: The short-term disability plan provides for income protection during periods of inability to work due to a serious health condition of the employee (as defined under Section 6.20 Parental, Medical, Family Care and Short-term Family Leave Policy) due to non-work-related sickness or injury.

b. Eligible Employees: Regular full-time and part-time employees with regularly scheduled hours of at least twenty (20) hours per week.

c. Eligibility Period: Employees will become eligible for Short-Term Disability after one year of continuous active employment.

d. Benefit Waiting Period: Employees will be eligible for a short-term disability benefit after an absence from work for a period of ten (10) consecutive workdays.

e. Weekly Benefit: Employees will receive a benefit equal to 75% of their regular compensation.

f. Maximum Period of Benefit: Employees will initially be entitled to benefits for a ninety (90) day period of disability. Consistent with terms of BCO Personnel Ordinance Section 24-2 (Examination of Disabled Employee), during the ninety (90) day period of short-term

disability, the employee will be examined by the City's Medical Examiner. If a determination is made that the employee will be unable to return to full employment within six (6) months of onset of illness or disability, the employee will be referred to the Disability Retirement Program at the end of the initial ninety (90) day period. If the Medical Examiner confirms that the employee will be able to return to full duty within six (6) months of onset of illness or disability, the employee will be eligible for continuation of the short-term disability benefit for an additional three (3) months, with a maximum benefit period of six (6) months.

g. Benefit Onsets: Employees may choose to substitute accrued sick, vacation, and/or personal time for unpaid time during the 10-day waiting period and to supplement their short-term disability benefit to provide 100% of compensation.

h. Application Process: In order to be eligible, an employee must provide documentation from a health care professional (as defined under Section 6.20) regarding the existence and diagnosis of the serious health condition and to provide additional certification as requested to confirm continued disability. The employee may also be required to be examined by the City's Medical Examiner to determine the employee's eligibility or their ability to safely perform the job.

i. Return to Work: After the waiting period, if an employee is medically cleared to return to work and returns to full duty on a part-time basis of at least 4 hours per day, such employee shall receive the short-term disability benefit (75%) for the remaining hours of the work day.

13.9 Family Medical Leave

a) Eligibility. Employees who have been employed with the City for at least 12 months

and have worked at least 1250 hours (not including any leave or unpaid time) may be eligible to take FMLA leave for any of the following purposes:

- for the birth of a child (including prenatal care for the mother) and to care for the newborn child;
- for the placement of a child with the employee for adoption or foster care (including court or counseling proceedings necessary for the adoption);
- to care for an immediate family member with a serious health condition;
- because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- for qualifying exigencies arising out of the fact that the employee's immediate family member is a covered military member on covered active duty; or
- for military caregiver leave to care for a covered service member who is the employee's spouse, child, parent, or next of kin and who has a serious injury or illness.

b) Definitions. An "immediate family member" means a child, stepchild, or ward who lives with the employee, foster child, parent, spouse or domestic partner, or parent of the employee's spouse or domestic partner.

A "serious health condition" means an illness, injury, impairment, accident, disease, or physical or mental condition that

- poses imminent danger of death;
- requires inpatient care in a hospital, hospice, or residential medical care facility;
- requires continuing in-home care under the direction of a physician; or
- requires continuing treatment by a health care provider involving

- a required absence of more than 3 consecutive calendar days;
- any treatment or incapacity relating to the same condition that also includes at least two treatments by a health care provider or one treatment with a continuing regimen of treatment;
- a chronic or long-term condition for which treatment may be ineffective;
- absences for multiple treatments and recovery if the untreated condition likely would result in incapacity for more than 3 days; or
- incapacity related to pregnancy or prenatal care.

A “qualifying exigency” includes:

- any issue arising from a covered military member’s short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are

necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

- making or updating financial and legal arrangements to address a covered military member's absence;
- attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; or
- any other event that the employee and Employer agree is a qualifying exigency.

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A “serious injury or illness” for military caregiver leave is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

(c) Amount of Leave. An eligible employee is entitled to take up to 12 weeks of unpaid leave during a 12 month period for the birth or adoption of a child or for the serious health condition of the employee or an immediate family member or up to 26 workweeks of unpaid leave during that single 12 month period for military caregiver leave.

The 12 month period is a rolling period measured backward from the date the employee uses any FMLA leave, such that the employee is entitled to 12 weeks leave in any given 12 month period. The 12 month period for military caregiver leave begins with the first day that military caregiver FMLA leave is taken. Leave for the birth or care of a newborn or placement for adoption or foster care of a child must conclude within 12 months of the birth or placement.

Spouses who are both employed by the City are limited to a combined total of 26 workweeks during any 12 month period for the same birth, adoption, or foster care placement of a child, caring for a parent with a serious health condition, or caring for a covered service member.

(d) Notice. An employee must notify the City in writing of the need for leave at least thirty days in advance of the date the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable or not foreseeable that far in advance, the employee must give reasonable written notice as soon as practicable (within one or two days of learning of the need for leave).

When leave is needed for planned medical treatment, the employee must make a

reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

The notice must include the reason for the leave, the date it is expected to begin, and its estimated duration. The City will respond in writing. While on leave, employees must report periodically on their status and intent to return to work.

(e) Payments. An employee may use any accrued vacation, sick, or other accrued paid time during this leave, but not to extend the leave beyond the 12 weeks (or 26 weeks in the case of military caregiver leave) in any 12-month period.

Employee benefits continue during the leave to the extent required by law.

(f) Certification. For any leave for a serious health condition that is expected to last five days or more in length, medical certification is required. If the certification form is not fully and sufficiently completed or is not returned within 15 days (absent unusual circumstances), leave may be denied or delayed.

For any leave for a qualifying exigency, the employee must provide the City with a copy of the covered military member's active duty orders and certification. For military caregiver leave, the employee must provide the City with a healthcare provider's certification or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA).

Certification should be updated every month, or as requested by HR or the Department Head.

The City may, at its expense, obtain a second opinion by a health care provider of the City's choice, and if that person disagrees with the employee's provider, a third opinion (by a provider jointly chosen by the employee and the City), whose opinion shall be final and binding. The employee may also be asked to obtain a fitness for duty certificate before returning from

leave, if the employee was out of work for the employee's own serious health condition.

(g) **Return to Work.** When the employee returns from FMLA leave, the employee will return to the same job or to one that is equivalent in pay, benefits, and other terms and conditions unless the employee is a “key” employee or had already received or given notice of leaving.

(h) **No Retaliation.** Employees who take FMLA leave may not be discriminated or retaliated against.

(i) **Short-Term Family Leave.** In addition to the above leave, an eligible employee is entitled to the following short term family leave in minimum two hour segments:

- up to 24 hours unpaid leave in any 12-month period (but not more than 4 hours in any 30 day period) for any of the following purposes:
- to participate in school activities related to the academic educational advancement of the employee’s child;
- to attend routine professional appointments or accompany the employee’s immediate family member to them;
- to accompany the employee’s parent, spouse or civil union partner, or parent-in-law to other professional appointments related to their care or well-being; or
- to respond to medical emergencies involving the employee’s immediate family member.

Employees must make a reasonable attempt to schedule appointments outside of regular work hours, and must give at least seven days prior notice of the need to take leave, except in an emergency. Employees may use any accrued paid time during this short-term family leave.

Bereavement

13.11. The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.12 Upon the death of an employee's spouse or child, or domestic partner, the employee may request and the Department Head shall grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits have been met.

13.13 Upon the death of an employee's parent, stepmother, stepfather, foster mother, foster father or unmarried live-in partner (mate), the employee may request up to and the Department Head shall grant bereavement leave up to five (5) working days immediately following such death without loss of pay.

13.14 The Department Head shall grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's father-in-law, mother-in-law, grandmother, grandfather, grandchildren, sister, brother, brothers-in-law, sisters-in-law or other relative who was residing in the employee's household.

13.15 Upon the request of the employee, the Department Head may grant up to one (1) day leave with pay to attend the funeral of a personal friend or member of the employee's family not

mentioned herein. An employee may use one day of accumulated sick leave to attend a funeral covered by this paragraph that is more than 150 miles away.

13.16 An employee, in addition to the above-defined leave, may utilize vacation leave to supplement bereavement leave.

Jury Leave

13.17 An employee summoned to jury duty will be excused from their work for the required period necessary to perform this duty.

13.18 The employee shall endorse over to the City the compensation which they receive from jury service. An employee who is dismissed from jury service prior to two and one-half (2 1/2) hours before the end of this employee's work shift shall report to work as soon as possible after being dismissed.

Leave Without Pay

13.22 Upon affirmative recommendation of the Department Head and approval of the Human Resources Director, an employee may be granted leave without pay for a specified period of time. Leave without pay in excess of thirty (30) days shall require the approval of the City Council Human Resources Committee. At the expiration of a leave without pay, the employee shall return to the same position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue.

However, in the event of leave without pay necessitated by sickness or disability, and employee may continue to receive health insurance benefits for a period not to exceed two (2) years.

Elected Office Leave

13.23 Any employee who is elected to a State office shall, upon request, be granted a leave of absence for the duration of the elected term. Provided that an elected office leave does not exceed four (4) months duration, said leave shall not constitute a break in service, vacation and sick leave shall accrue and fringe benefits will be provided. An employee on elected office leave shall be paid the difference between elected office leave pay received and the amount of straight time earnings lost by reason of such service up to a limit of an employee's regularly scheduled work day. A copy of a paycheck shall be submitted prior to authorization for payment to the employee for the period of leave.

Military Leave

13.24 Any regular employee who has completed the probationary period shall be entitled to military leave without pay as provided by applicable Federal laws under 38 USC Subchapter I, General, §4301 et. seq. and Subchapter II, Employment and Reemployment Rights, and Limitations; Prohibitions, §4311 et. seq.; and applicable State Law, 21 V.S.A. Subchapter 5, Employment Rights for Reserve and National Guard Members, §491 et. seq.

a. In addition, AFSCME employees who are eligible may take up to 12 weeks of leave from employment to deal with “qualified exigencies” caused by the call to active duty of members of the National Guard, Military Reserves, some retirees and regular duty Armed Forces personnel who are deployed to a foreign country in accordance with the federal Family Medical Leave Act as amended, 29 U.S.C. 201 et. seq. and its regulations, all as they may be amended from time to time (“FMLA”). Also in accordance with the FMLA, an eligible employee may take up to 26 weeks of leave to care for a member of the armed forces, including the National

Guard and Reserves, who is undergoing medical treatment, recuperation or therapy in an outpatient status or is on the temporarily disabled retired list due to a serious injury or illness that occurred while on active duty. Eligible employees are limited to a combined total of 26 weeks of FMLA leave for all qualifying reasons during a 12 month period with the regular 12 week limit applying to other FMLA reasons for leave. The 12 month period shall be on a rolling forward basis and an approved leave shall begin on the first day of absence.

b. Military Reserve Training or National Guard Service: A regular employee who has completed their probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces, will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be computed on the basis of the difference between military base pay received including housing, food and other monetary compensation and the amount designated as the straight time weekly salary for the position of the employee. A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave.

Personal Leave

13.25 All full time employees shall be allowed two days of personal leave which, along with compensatory time and vacation time, may be used in one (1) hour blocks except when such usage will unduly disrupt the operations of the department. Employees shall request such leave as far in advance as possible but in no event, except for emergency situations, less than one (1) day.

13.26 The City may fill on a temporary basis positions of employees granted a leave of absence and the return of an employee from a leave of absence shall be regarded as just and sufficient cause for the termination of their temporary replacement.

ARTICLE XIV

Employee Benefits

14.1 The benefits described below are provided to regular, full-time employees of the City. Employees scheduled to work 35 hours or less in an average workweek shall be entitled to benefits on a prorated basis.

Insurances

Hospital and Medical

14.2 The City will make available to all eligible employees health insurance through a self-insured plan or under group insurance policy or policies issued by an insurance company or companies selected by the City. If these benefits are insured or administered by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

14.3 For the term of this Agreement, July 1, 2018 through June 30, 2022, the City will make available to all eligible employees health benefits consistent with the terms, conditions and limitations as specified in Appendix B, except that beginning effective January 1, 2019, the copay for prescriptions will be as provided in Appendix B.____.

14.4 a. Full Time Employees:

Employees shall contribute a set percentage of the total cost of the City's Health Fund Budget (Fund 150) by withholding of a percentage of their regular base pay on a pre-tax basis, based on the following schedule:

Effective retroactive to July 1, 2018, the total employee contribution will be 17% of the amount budgeted by the city for the total cost of health insurance for the fiscal year ("the City's

total Health Fund Budget (Fund 150)”), which for fiscal year 2019 is equivalent to no more than 4.96% of each employee’s wages.

Effective July 1, 2020, the total employee contribution will be 19% of the City’s total Health Fund Budget (Fund 150).

Effective July 1, 2021, the total employee contribution will be 20% of the City’s total Health Fund Budget (Fund 150).

Notwithstanding the above, the individual employee contribution shall not exceed 4.96% of an individual employee’s base wages in FY19, 5.6% in FY20, 5.8% in FY21, and 6.2% in FY22. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds the percentage set for that fiscal year (17% for FY19 and FY20, 19% for FY21, 20% for FY22), the overage will be credited to the total employee contribution in the following fiscal year, thus reducing the percentage of wages required from employees that next fiscal year.

b. Part Time Employees:

To accommodate the terms for proration for part time employees, the City will pay the following percentage of a single, two person or family premium:

For employees who regularly work 20 hours or more but less than 24 hours a week-58%

For employees who regularly work 24 hours or more but less than 30 hours a week -65%

For employees who regularly work 30 hours or more but less than 32 hours a week-75%

For employees who regularly work 32 hours or more but less than 36 hours a week-80%.

14.5 An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount

of \$1,000. Payment may be in cash, or deposited in the employee's flexible spending account. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option. If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless their spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash out option may cancel their election if the alternative coverage from the other source should become unavailable to that employee at any time. The payment called for under this option shall be payable by the City to the employee in monthly installments.

14.6 Employees who are granted leave without pay due to sickness, childbirth, or accidental disability shall continue to receive benefits under the City's hospital and medical plan for a period not to exceed two (2) years at the City's expense. Employees who are granted leave without pay exceeding two (2) months for any reason other than sickness, childbirth, or accidental disability will be permitted to convert to the regular subscription plan being offered by the insurance carrier on a direct pay basis.

14.7 If prescription birth control pills are not covered by the group medical plan, the City will reimburse employees who are participants in the group medical plan fifty percent (50%) of the cost of prescription birth control pills after the employee provides the City with a receipt for such purchase.

Life

14.8 The City shall provide each full-time employee with a paid group term life insurance policy in an amount equal to twice the salary of the employee at time of death up to a maximum of \$50,000. The City shall also provide accidental death and dismemberment coverage for full-time employees. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Employees may purchase additional life insurance coverage at their own expense at the group rate.

14.9 The City shall maintain a life insurance/burial benefit for retirees so that the amount shall be Ten Thousand and 00/100 Dollars (\$10,000.00).

Dental

14.10 The City shall provide a group dental plan, which is included in the health benefit. See Appendix B. New employees become eligible on the first day of the month following a minimum of thirty (30) days of continuous employment.

14.11 The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular line insurance companies and non-profit organizations. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the

policies between the City and the insurance company.

Work Related Injury Leave

14.12 An employee who sustains a work related injury, as the result of which the employee is disabled, if so determined by a decision under the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid full pay reduced by the amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

14.13 In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The City shall recover any amount in excess of the employee's work-related disability leave amount, and shall assist the employee in applying for Social Security or other applicable disability. Failure to report Social Security or other applicable benefits shall result in the termination of work-related disability leave.

14.14 City-paid coverage for life insurance and for hospital and medical insurance will continue for the period of time that the employee is on work-related disability leave.

14.15 An employee on work-related disability leave has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date injury occurred provided the employee is fully capable of performing the duties of that position. This

guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment.

14.16 If an employee suffers a work-related injury, they must have the initial doctor's visit with a City-appointed doctor. If the employee wishes to use their own doctor thereafter, they must file a Form 8 with the City in order to be reimbursed and should do so prior to the visit except in an emergency.

14.17 Once an employee is on work-related injury leave, the City can require a medical examination at three (3) months and six (6) months to determine whether the employee will be able to return to full duty. If it is medically determined that the employee will not be able to return to duty within one year of commencement of the leave, the employee shall be referred to disability retirement in accordance with the Ordinance. All other rights under this section remain intact.

14.18 Educational Incentive. An employee who has completed their probationary period is encouraged to pursue educational courses and seminars during other than working hours which are designed to upgrade or improve their job-related skill or ability. Employees may apply for credit for a course or seminar, which must be approved in advance by the Department Head, who shall certify that completion of such course or seminar can reasonably be expected to help the employee in the performance of their job. "Course" shall be interpreted as three (3) semester hours, or the quarterly hour equivalent, or a specific subject. "Seminar" shall mean a one-time educational presentation. Upon proof of successful completion of an approved seminar or course (i.e., passing if it is a pass/fail grading system or C or above on a letter grading system), and subject to budgetary limitations, an employee shall be entitled to reimbursement of one-half (1/2) the cost of tuition for

an approved course or seminar. Upon proof of the achievement of a B or above on a letter grading system, and subject to budgetary limitations, an employee shall be entitled to reimbursement of the full cost of tuition for an approved course or seminar. Such education reimbursements are limited to one (1) course per semester or one (1) seminar per fiscal year. Permission to participate in this education incentive shall not be unreasonably upheld. Once advance approval of the Department Head is obtained for a specific course or seminar, the City will reimburse the employee for the cost of the course of seminar consistent with the terms of this section and may not at that juncture refuse reimbursement on the basis of “budgetary limitations.”

14.19 The City agrees to pay the cost of legal representation for any employee who is the party to litigation in which it is alleged that, in the course of their employment, the employee acted in a negligent manner. The City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

14.20 Retirement Benefit

a. Contribution – Employees shall contribute to the Burlington Employees’ Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City and employees will be based on the annual system valuation prepared by the City’s actuaries.

Effective retroactive to July 1, 2018, employees shall contribute a percentage so that all employees are contributing 28% (and the City is contributing 72%) of the total contribution required. For FY19 this shall mean that the contribution rate for a Class B employee is 4.59% of the employee’s base pay.

Effective July 1, 2020, employees shall contribute a percentage so that all employees are

contributing 29% (and the City is contributing 71%) of the total contribution required.

Effective July 1, 2021, employees shall contribute a percentage so that all employees are contributing 30% (and the City is contributing 70%) of the total contribution required.

Notwithstanding the above, an individual Class B employee's contribution shall not exceed 5.6% of their eligible wages in FY19, 5.8% in FY20, 6.2% in FY21, or 7% in FY22.

b. Vesting - Effective Jan. 1, 2016, an employee will be fully vested in the Burlington Employee Retirement System after having completed five years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to Jan. 1, 2016, shall remain partially vested until the employee has completed five years of service and then becomes fully vested.

c. Withdrawal of Contributions - Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid at a minimum rate of 2% per year, or such higher rate as may be set by BERS.

d. Benefits – Employees covered as of the date of this Agreement retain the current retirement system benefits in total with the following exceptions: 1) For years of service delivered after July 1, 2006, the ½ COLA option is changed to 1.8 multiplied by years of service; 2) For years of service delivered after July 1, 2006, the No COLA option is changed to 2.0 multiplied by years of service; 3) the COLA will equal the CPI-U Northeast with a maximum cap of 2.75%.

Employees hired on or after January 1, 2006 will have retirement system benefits based on the following: 1). For employees retiring at age sixty-five (65) or thereafter, one and four-tenths (1.4) percent of the employee's average final compensation multiplied by the employee's

years of creditable service at age sixty-five (65) not in excess of twenty-five (25) years, plus five-tenths (0.5) percent of such average final compensation multiplied by the number of years of the employee's creditable service at age sixty-five (65) in excess of twenty-five (25) years; 2) the early retirement penalty factors identified in Appendix F shall apply; 3) Retirement COLA shall be determined as specified in the next paragraph; and 4) there shall be no half COLA or no COLA options available for these employees.

For employees who retire on or after July 1, 2018, the retirement COLA will be determined annually by the BERS Board equal to the CPI-U Northeast Region, with a maximum COLA of 2.75%, except if the funding level of the BERS falls below 70% or its assets fail to meet the anticipated rate of return. If either of these circumstances occurs, the BERS Board can reduce or vote for no COLA for the upcoming year. On a yearly basis no COLA will be provided to employees who retire after July 1, 2018, until they reach age 65, unless the BERS is at least 81% funded.

e. Average Final Compensation - All employees hired after June 7, 2011 (the date of execution of Agreement), will have their Average Final Compensation (AFC) determined on the basis of their five (5) highest earning years. For employees hired before June 7, 2011 (the date of execution of Agreement), the standard will remain the three (3) highest years except that if an employee has received a pay raise equaling 10% or higher in any year of the employee's last five (5) years of employment, the AFC for such an employee shall be based upon the five (5) highest years of compensation.

f. Actuarial Reduction for Early Retirement - The calculation of the Actuarial Reduction for Early Retirement shall be as follows:

i) Regardless of hire date, there will be no change in the early retirement calculations for employees aged 60-65. If such qualifying employee was hired before January 2006, that employee will receive a 2% per year reduction for each year under the age of 65. If such qualifying employee was hired after January 2006, that employee will receive the full actuarial reduction as per Appendix G;

ii) If retirement benefits are commenced within 6 months from the execution date of this Agreement (June 7, 2011) and not later, by an employee hired before January 2006 who is between the age of 55 through 59, such qualifying employee will receive a 2% per year reduction for each year under the age of 65, consistent with current early retirement calculations for such qualifying employees. Effective December 7, 2011 (6 months after the date of execution of this Agreement), if retirement benefits are commenced at age 55 through 59, all such employees, regardless of hire date, will receive the full actuarial reduction as per Appendix G except as provided below in subsection iii.

iii) If prior to December 7, 2011 (6 months after the execution date of this Agreement), an employee hired before January 2006 has a total of qualifying years of service and age equal to or greater than 82, then effective as of December 7, 2011, such a qualifying employee may commence receipt of retirement benefits at age 55 through 59 and receive a 4% per year reduction for each year under the age of 65 rather than the full actuarial reduction.

<u>Age</u>	<u>Percent of Penalty</u>
55	40%
56	36%
57	32%
58	28%
59	24%

14.21 Disability Retirement

The processing of disability claims will continue to be in accord with current practice, but this practice is incorporated into this agreement as follows:

As defined by ordinance, a claimant for disability will be obligated to establish through the City Medical examiner that the complainant is unable to perform the functions of the job then assigned. If this medical testimony is accepted by the Retirement Board the employee will qualify for disability retirement for a period of two (2) years. However, within six (6) months of the initial disability determination the employee must file an application with the Social Security Administration for a determination of disability under Social Security standards (able to perform any job in the economy). If no such application is made within six (6) months the individual will be removed from disability unless the application deadline has been extended by the Board for good cause shown. If the application to Social Security is granted, the individual will remain on disability retirement, with the appropriate offset as defined by the Retirement ordinance, until normal retirement age unless medical conditions materially change. Each year on medical disability will then count as a year worked for the City for purposes of calculating a normal retirement benefit when the age of retirement is reached.

If, on the other hand, the individual is not approved for Social Security disability, the individual will be removed from disability retirement at the end of two (2) years unless the individual has appealed the initial Social Security determination. If an appeal is taken, the individual will remain on disability retirement for an extra six (6) months. Thereafter, the individual is removed. However, if the initial negative Social Security determination is reversed on appeal the individual will be reinstated.

For disability claims filed on or after execution of the Agreement that begins on July, 1 2009, the disability retirement income will be 66 2/3% of base pay.

Notwithstanding the foregoing, an employee who suffers a disability resulting from an off the job activity, will not be eligible for disability retirement unless the employee has been a regular city employee for two years preceding the date of injury. Except for those employees currently receiving disability retirement benefits as of July 1, 2018, an employee on disability retirement because of a non-work-related condition shall cease to accrue service credit towards retirement after two years on disability retirement.

ARTICLE XV

Discipline

15.1 An employee who has completed their probationary period shall not be disciplined, suspended or discharged except for just cause. Such action by the City shall be subject to the Grievance and Arbitration Procedures of this Agreement.

15.2 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with restoration of seniority rights and pay for the time lost.

15.3 Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (notice in writing), demotion, and discharge. The measure of punishment shall in all cases be properly and reasonably related to the severity of the offense. If an employer has reason to reprimand an employee, it shall whenever possible be done in a manner that will not embarrass the employee before other employees or the public.

15.4 An employee shall have the right to have a union representative present whenever the employee is to be disciplined in any action which is intended to result in either written documentation thereof, suspension or discharge. The City shall inform an employee of such right prior to taking such disciplinary action.

15.5 No written material concerning an employee's conduct, service, character or personality shall be placed in the employee's personnel or performance evaluation file unless the employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed, and does in no way indicate agreement with its contents. The employee shall have the right to answer any material filed and their answer shall be attached to the file copy. The employee shall subsequently have the right to see and/or reproduce any documents they have signed. At the employee's request, a copy of any written reprimand material placed in the employee's personnel file(s) shall be sent to the President of Local 1343.

15.6 Records of disciplinary action resulting in oral reprimands or written reprimands only shall automatically be removed from the employee's personnel and/or performance review files if after one year from the date of such record entry there has been no other record entry regarding disciplinary action or complaints regarding the employee. Records of disciplinary action resulting in other sanctions shall automatically be removed from the employee's personnel and/or performance review files if after three years from the date of such record entry there has been no other record entry involving disciplinary action or complaints regarding the employee. Upon removal of disciplinary records under this section, said records will be forwarded directly to the

employee. Notwithstanding the above, materials relating to a "major offense" shall not be removed from the file. For purposes of this section, a "major offense" shall mean conviction of a crime involving moral turpitude, or either a conviction or an administrative adjudication finding that the employee participated in discriminatory behavior, including sexual harassment, the excessive use of force, the violation of another's civil rights or acts involving dishonesty or theft. This provision is only applicable to events occurring after July 1, 1996.

15.7 The principle of progressive discipline shall typically be used in cases of misconduct; however, there are appropriate times when steps within the progressive discipline process may be skipped due to the severity of the misconduct.

ARTICLE XVI

Grievance Procedure

16.1 A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the City involving the meaning, interpretation or application of the express provisions of this Agreement, or a claim that the City has taken disciplinary action without just cause.

16.2 The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, limited service days, and holidays on which City Hall is closed. The term "Division Head" as used in this Article shall refer to those individuals having supervisory responsibilities and being specifically designated by their supervising Department Head to act in an administrative capacity in attempting to resolve grievances brought under this Article when grievances involve individuals reporting to the designated Division Head.

16.3 No grievance shall be processed unless it is submitted: (a) within ten (10) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence or reoccurrence of the event giving rise to the alleged grievance; except (b) by the end of the second business day after the Department's action in the case of a disciplinary suspension, discharge or layoff from work. If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

16.4 A grievance shall be processed in the following manner. Related grievances may be consolidated and processed as a single issue, and shall only be processable beyond Step 1 of the grievance procedure by or in conjunction with the union representative. Every effort will be made to resolve the grievance at the lowest possible level.

Step 1. The employee and/or their representative shall present their grievance to their immediate supervisor. If the immediate supervisor cannot make solution satisfactory to both parties within one business day, the employee shall resume their regular duties. If the dispute involves the employee's workload or schedule, they shall continue to work as assigned until the dispute shall be resolved. The employee shall prepare a written statement of the grievance which shall be submitted to the Division Head (where applicable under the definition in Section 16.2) or the Department Head within three (3) business days after receipt of the immediate supervisor's answer. The grievance shall state the complaint and the action requested. The Division Head (where applicable under the definition in Section 16.2) or the Department Head shall, within five (5) business days of receipt, attempt to negotiate a settlement or adjustment of the grievance with the employee. If a satisfactory settlement cannot be reached within said period, the Division Head or the Department Head (whichever acted in accordance with previous sentence) shall render a written decision within

three (3) business days, and forward a copy of the decision and the grievance to all parties. If it is the Division Head who made the decision, a copy shall also be sent to the Department Head who shall also, within five (5) business days of receipt attempt to negotiate a settlement or adjustment of the grievance with the employee. If a satisfactory settlement cannot be reached within said period, the Department Head shall also render a written decision within three (3) business days, and forward a copy of the decision to the Human Resources Director.

Either Department Head or grievant may request that the Human Resources Director intervene in an effort to resolve the grievance. In such case, the Human Resources Director shall attempt to negotiate a settlement or adjustment of the grievance with the employee during a period of seven (7) business days after receipt of the decision of the Department Head or during such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Human Resources Director shall render a written decision within three (3) business days after the end of the said period and deliver a copy thereof to the parties.

Step 2. If the Human Resources Director is unable to negotiate a settlement or adjustment of the grievance, or if none is requested as provided for herein, the union may submit the grievance for appeal within ten (10) business days of receipt of the decision by the Department Head. If the grievance arises in either the Police Department or the Fire Department, the appeal of the grievance will be submitted to the Chair of the Commission of the respective department with copies to the Department Head and the Human Resources Director. All other appeals will be submitted to the Chairperson of the City Council Human Resources Committee (HRC) with copies to the Department Head and the Human Resources Director. A hearing shall be scheduled at which both parties may present their positions on the grievance. The Commission or HRC shall receive from

the Human Resources Director prior to the hearing a copy of the grievance and any denials and responses thereto as well as any relevant portions of the Agreement. The Commission or HRC shall render a written decision within seven (7) business days after receipt of the grievance from the employee.

Step 3. If the grievance is not resolved as a result of the written decision of the Commission or the HRC, the Union may proceed to arbitration under Section 16.6. The fees and expenses of the Arbitrator shall be borne equally by the parties. Except as specified in Section 19.2 of this Agreement each party shall bear the expense of its representatives and witnesses.

16.5 If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the union representatives involved in each step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, limited service days, and holidays on which City Hall is closed.

16.6 The Union, upon written notice to the City within thirty (30) days following the unsuccessful consideration of the grievance by the Commissioners or the HRC, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the provisions of this Article. If the City and the Union are not able to agree on the selection of an arbitrator within a

period of seven (7) business days after the date of such written request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service for selection of an arbitrator in accordance with the rules of the service and using the alternate, strike out methodology.

If the grievance is not so referred within thirty (30) business days after the request for arbitration, it shall be considered settled and shall not longer be subject to the grievance or arbitration provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

16.7 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and they shall have no power to add to or subtract from, alter or modify any of said provisions.

16.8 An aggrieved employee shall be entitled to have a Union representative present to assist him/her at all stages of the grievance procedure.

ARTICLE XVII

Uniforms and Tools

17.1 All employees who are required to wear a work uniform or protective garment or footwear shall wear the work uniform or protective garment or footwear as determined by the appropriate Department Head while on the job and regularly clean such uniforms at each employee's expense.

17.2 All non-probationary employees shall be credited with a uniform/clothing account in the amount of \$425.00 for each fiscal year of this Agreement, which, for any amount not actually spent on a necessary work uniform or protective garment, shall be prorated for the fiscal year in

which an employee is hired or leaves employment. Employees who are required to wear a uniform or protective garment shall receive an additional \$75.00 each fiscal year. In addition, employees for whom safety footwear is necessary (except those for whom the Department already provides footwear of equal or greater quality directly) shall receive an additional \$200 per fiscal year. Employees shall purchase, on an as-needed basis, uniforms, winter jacket, safety footwear or other work-related apparel approved by the Department Head or their designee.

Employees may designate on their pay report the week during July or August in which they wish to receive in their paycheck the portion of the clothing allowance which will not be used to purchase through the City uniforms, winter jackets, safety footwear or other related apparel. If the employee does not timely make a request for payment as described herein, the City will automatically issue the clothing allowance payment not allocated for uniforms, winter jackets, safety footwear or other related apparel, in the paycheck for the last week of August. Any such sum issued to employees shall be taxed by the City as if it is regular income to the employee.

Where the full amount of an employee's clothing allowance is not applied to the purchase of City uniforms or necessary protective wear, etc., the employee shall ensure that the clothing allowance is used to purchase sufficient uniforms, etc., to be properly clothed at work.

A Department may agree with its employees to provide for uniforms, cleaning allowances, non-uniform clothing purchases or other arrangements different from those set forth herein. Any such arrangement shall be agreed to by and between the Department and the Department Union Steward, and shall be approved by the City and the Union President.

17.2(a) Parking Attendants– Notwithstanding the above, Parking Attendants will receive

this benefit on a prorated basis based on the number of hours worked as more fully described in Article XX. Parking Attendants will be required to wear shirts designated by the Department of Public Works and the cost of these shirts will be subtracted from the clothing allowance. Parking Attendants are required to wear closed toe shoes while working.

17.3 An employee whose safety footwear is destroyed through no fault of the employee while the employee is engaged in City work may receive another pair of safety footwear. Employees required by the City to wear safety glasses shall be provided one (1) pair of basic frames and lens from a vendor to be selected by the City.

17.4 The term tool shall include tools, equipment or machines, not including vehicles, fixtures or office equipment, necessary to perform the duties of a job.

The City shall own all tools routinely used in the performance of a job. The use of tools which are not owned by the City shall be only as previously authorized by management.

City owned tools shall not be used for other than official City activities without the prior authorization of management.

All employees shall exercise due care when using City owned tools. Employees are responsible for tools in their possession and under their control. It shall be the responsibility of all employees to be familiar with and abide by all tool policies issued by their particular departments, as authorized below.

The City shall replace tools lost or damaged in the following circumstances:

- a. fire
- b. theft, when properly secured
- c. breakage with normal use
- d. normal wear and tear
- e. as otherwise determined by the Department Head

The employee shall be responsible for tools lost or damaged in the following circumstances:

- a. employee negligence or carelessness
- b. employee abuse, misuse
- c. employee tool policy violation

Each Department shall devise its own tool policy, not inconsistent with the foregoing and addressing the following issues:

- a. inventory, storage and security
- b. employee access and possession
- c. transfers between or among employees within the Department
- d. lending between or among Departments
- e. lending to outside entities, not part of the City
- f. use of non-City owned tools
- g. other issues as determined appropriate by each Department.

All tool policies devised by Departments shall be agreed to by and between the Department and Department Union Steward, and shall be approved by the City and the Union President.

ARTICLE XVIII

Employee Parking

18.1 The City shall provide to employees working in City Hall and the Ethan Allen Firehouse a Commute Smart Card providing twenty (20) days per month of no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and five (5) days of bus transportation per month. This Smart Card shall be transferable among eligible employees. Employees shall also be eligible for a guaranteed ride home in emergency situations, as determined by the employee's supervisor.

18.2 The City shall provide to part time Library employees a pro-rated portion of twenty (20) days per month of a Commute Smart Card providing no cost access to a City parking area

either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and a pro-rated portion five (5) days of bus transportation per month. The pro-ration of these transportation benefits will be based on the number of hours the part-time Library employee is regularly scheduled to work. This Smart Card shall be transferable among eligible employees.

ARTICLE XIX

Union Representatives

19.1 A list of Union Stewards or other representatives shall be furnished to the City immediately after their designation, and the Union shall notify the City of any changes. Grievance Committee persons shall not exceed one (1) from each department or division within public works, plus the President or their designee.

19.2 Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or other authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld. Compensation for attendance at negotiation sessions, shall be limited to the Union President or their designee and up to nine (9) Union stewards.

19.3 Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

19.4 Grievance adjustment meetings will be scheduled by the City at a time that is reasonable for both parties and that minimizes or avoids lost working time.

19.5 Up to seven Union stewards and the President, Vice President, Treasurer and Recording Secretary of the Union shall be entitled to two (2) days per year paid leave for the

purpose of attending Union-related conferences or workshops. Each such day shall be taken as a whole and may not be divided into hours or partial days or transferred to another person.

19.6 Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employee. The International Union Representative shall likewise have access to the premises upon the above conditions provided that the City is given written notice as to the name of such International Representative and is further notified with respect to any change in the individual serving in such capacity.

19.7 Announcements shall be posted in conspicuous places where employees leave or enter the premises. Provided that adequate space is available, each department covered by this Agreement shall allow the Union to place a Union bulletin board on such space. The Union will construct and maintain the Union bulletin board at its own expense. All materials pertinent to the Union may be placed thereon.

19.8 The City shall provide sufficient copies of this Agreement to have at least one for each member of the Union within ninety (90) days of the second party's execution of the Agreement. A copy of the contract shall also be available on the City's website.

ARTICLE XX

Parking Attendants and Parking Operations Shift Leaders

20.1 Wages and Benefits As used herein, "benefits" refers to all forms of compensation other than wages as defined by the Willis Plan, including, but not limited to, insurances, leaves and holidays.

- a. Parking Attendants who are regularly scheduled for 20 hours or more per week of

work, not counting seasonal or overtime work, in a position that does not have a fixed termination date and are employed for more than 90 days shall:

- i) Have full representation by AFSCME.
- ii) Receive full benefits if work 35 hours or more per week and prorated benefits if work 20-34 hours per week.
- iii) Have their level of benefits set at date of hire and reset as needed.
- iv) Receive the City's retirement benefits if work 1200 or more hours per year.
- v) Beginning on July 1, 2000, be compensated under the Willis Plan at grade 6 at step 1.

20.2 Wages and Benefits – Parking Operations Shift Leaders: As used herein, “benefits” refers to all forms of compensation other than wages as defined by the Willis Plan, including, but not limited to, insurances, leaves and holidays. Parking Operations Shift Leaders who are regularly scheduled for 20 hours or more per week of work, not counting seasonal or overtime work, in a position that does not have a fixed termination date and are employed for more than 90 days shall:

- a. Have full representation by AFSCME.
- b. Receive full benefits if work 35 hours or more per week and prorated benefits if work 20-34 hours per week.
- c. Have their level of benefits set at date of hire and reset as needed.
- d. Receive the City's retirement benefits if work 1200 or more hours per year.

20.3 Seniority for Parking Attendants and Parking Operations Shift Leaders: those employees working 20 or more hours a week will accrue seniority for the purposes of steps on

the salary schedule. Beginning July 1, 2000, those Parking Attendants and Parking Operations Shift Leaders who have been continuously working twenty (20) or more hours a week for the City immediately preceding July 1, 1999, will annually receive one (1) step for every two (2) years of Parking Attendant or Parking Operations Shift Leaders service respectively, prior to July 1, 1999. Effective January 1, 2003, the Parking Attendants identified in Appendix E who have not yet received all of their step credit for years worked prior to July 1, 1999 shall have the step credit accelerated to January 1, 2003. As of January 2, 2003, all prior service shall have been fully credited and the annual additional step for service prior to July 1, 1999 is terminated. The annual recognition of one (1) step for every two (2) years of prior service shall end once all years of prior service have been recognized. For all other purposes, the seniority of Parking Attendants and Parking Operations Shift Leaders will begin as of their date of hire by the City. Employees working less than twenty (20) hours a week will not accrue seniority for any purpose, including, but not limited to, salary steps.

20.4 The City commits to those individual Parking Attendants and Parking Operations Shift Leaders employed by the City on July 1, 1999, (see Appendix E attached hereto) that once the individual Parking Attendant and/or Parking Operations Shift Leader is consistently scheduled for 40 hours of work per week, not including seasonal or overtime work, the City will not reduce that individual's hours below 35 hours per week, except that the City reserves all of its lay-off rights under the Agreement existing as of July 1, 1999.

20.5 The City will offer individual Parking Attendants who are working at least fifteen (15) hours a week as of the date of the execution of this Agreement, April 3, 2006, a minimum of twenty (20) hours and as much as twenty-four (24) hours a week. Such employees must accept

such additional hours in order to be qualify for benefits.

ARTICLE XXI

Final Resolution and Duration of Agreement

21.1 This Agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior contractual agreements unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

21.1 A Notwithstanding the provisions of Section 21.1 above, the parties agree that the Memorandum of Agreement (MOA) between them dated March 29, 2012, concerning the Water Plant Operators and Water Plant Mechanics remains in effect after execution of this Agreement until changed or altered by the parties. The parties have agreed that the current grievance concerning the Chief Operator is dropped. The Chief Operator may count as an operator under the MOA during the Chief Operator's regular hours, which are generally between 7:30 am and 4:30 pm Mon. to Fri., but will only fill shifts outside that time if no bargaining unit operator is available.

21.1 B Notwithstanding the provisions of 21.1 and 21.1 A above, the parties have not reached final resolution concerning i) the city's proposed changes to the above-referenced MOA and ii) a union proposal concerning additional union leave for the local president. The parties agree that they will continue to negotiate those issues within the next 2-3 months following execution of this Agreement. Any further agreement reached shall become an amendment to this Agreement, if signed by both parties or if ordered by an arbitrator. If a mutual agreement is not reached in a reasonable time, either party may declare impasse and exercise its bargaining rights to mediation

and/or arbitration.

21.2 The City and the Union agree to meet no later than March 1 immediately preceding expiration of this agreement for the purpose of a simultaneous exchange of proposals. The parties further agree that no new proposals shall be submitted upon conclusion of the second negotiations session following the initial exchange.

21.3 Written notices referred to in this Agreement shall be delivered to the City Labor Attorney and to the President of the Local Union, respectively, by certified mail, return receipt requested.

21.4 This Agreement shall be effective as of the first day of July, 2018, unless otherwise noted and shall remain in full force and effect until the 30th day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in this article and this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed by the parties.

21.5 All direct-deposit employees shall only receive electronic paystubs, detailing information such as employee gross and net wages, deductions, and leave accruals.

ARTICLE XXII

Termination and Legality

22.1 If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as

soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXIII

Relationship with other Laws and City Personnel Policy.

23.1 State and Federal Laws – The obligations of the Agreement shall be superseded by the City's obligations under federal laws, including but not limited to, the American's With Disabilities Act of 1990; the Age Discrimination Act of 1967 and 1975; the Civil Rights Act of 1866 and 1871; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Employment and Re-employment Rights of Members of the Uniformed Services of 1990; and all applicable Vermont laws, including but not limited to, the Fair Employment Practices Act; all as they may be amended, but only to the extent necessary for the City to be in compliance with such laws. Notwithstanding the above, if the Union has negotiated a benefit into the Agreement, and a state or federal law is enacted or amended which only requires the City to provide a lesser level of benefit, this section shall not be construed to deny the Union the value of the benefit negotiated into the Agreement.

23.2 To the extent that this Agreement addresses issues that are also addressed by the City's Personnel Policy, the language of this Agreement shall control and the City's Personnel Policy shall not be looked to for the purpose of supplementing or diminishing any provision of the Agreement.

23.3 It is understood and agreed that the City made changes to its Personnel Policy effective January 1, 2009, the City gave notice to AFSCME of those changes, and the parties bargained regarding those changes as appropriate. AFSCME accepts those changes as stated in

_____ day of December 2018, by their duly authorized representatives.

In the presence of:

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor

Witness

In the presence of:

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
Local 1343

Witness

By: _____
Damion Gilbert, Local President

Witness

By: _____

By: _____

By: _____

By: _____

By: _____

the City Personnel Policy effective January 1, 2009 except as stated below in section 24.4. In particular, but not by way of limitation, AFSCME accepts and agrees to the disciplinary procedures outlined in the City's Domestic Violence Policy, Drug Free Workplace Policy, Prohibition of Illegal Drugs and Alcohol at Work and Testing of Employee and the Drug and Alcohol Testing Policy and Procedures for Employees Holding Commercial Drivers Licenses.

23.4 AFSCME and the City agreed that the following additional provisions would be applicable to AFSCME employees under the Personnel Policy's Drug and Alcohol Testing Policy and Procedures for Employees Holding Commercial Drivers Licenses.

DRUGS

Consequences of a Positive Drug Test

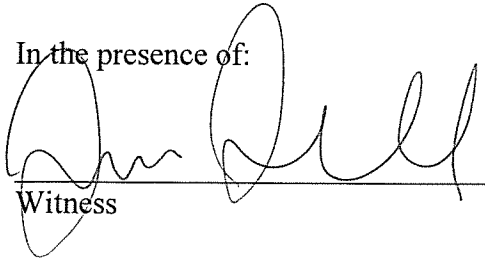
If an employee's test result is positive, the employee may request that the remainder of the split test be analyzed. If this second analysis result is negative, the City shall pay for second analysis. If this second analyses result is positive, the employee shall pay for second analysis.

If the employee must pay for the second analyst, the City has the right to withhold the cost of the second analysis from the employee's paycheck.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

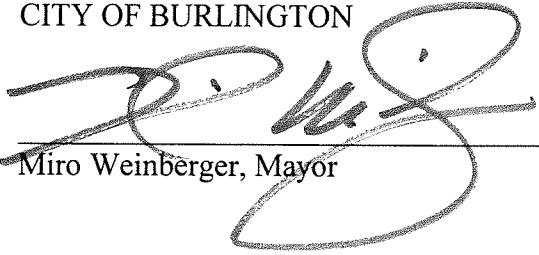
18th day of December 2018, by their duly authorized representatives.

In the presence of:



Witness

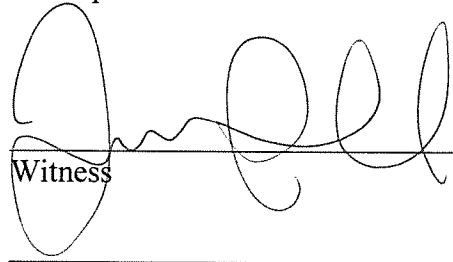
CITY OF BURLINGTON

By: 

Miro Weinberger, Mayor


Witness

In the presence of:




Witness

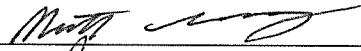
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
Local 1343

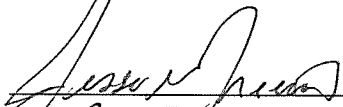
By: 

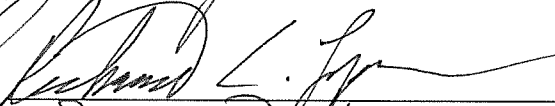
Damion Gilbert, Local President

By: 

Witness

By: 

By: 

By: 

By: 

**APPENDIX A
LIST OF COVERED POSITIONS**

Department Description	Job Title
AIRPORT	AIRPORT AMBASSADOR
AIRPORT	AIRPORT MAINTENANCE WORKER II
AIRPORT	AIRPORT OPERATION SPECIALIST
AIRPORT	ELECTRICIAN FOREMAN
AIRPORT	ELECTRICIAN I
AIRPORT	EQUIPMENT MAINTENANCE TECHNICIAN
AIRPORT	EQUIPMENT MAINTENANCE FOREMAN
AIRPORT	OPERATIONS FOREPERSON
AIRPORT	WORKING FOREMAN – AIRFIELD
AIRPORT	WORKING FOREMAN – FACILITIES
AIRPORT	WORKING FOREMAN – GROUND TRANSPORTATION
AIRPORT	WORKING FOREMAN – TERMINAL AND GROUNDS
CITY ASSESSOR	ASSOCIATE ASSESSOR
CLERK/TREASURER	ACCOUNTING ASSISTANT
CLERK/TREASURER	ACCOUNTING ASSISTANT – ACCOUNTS PAYABLE
CLERK/TREASURER	ACCOUNTING OPERATIONS ANALYST
CLERK/TREASURER	ACCOUNTS RECEIVABLE & RECEIPTS SPECIALIST
CLERK/TREASURER	ACCOUNTS RECEIVABLE TEAM COORDINATOR
CLERK/TREASURER	ADMINISTRATIVE ASSISTANT
CLERK/TREASURER	CAPITAL PROJECT ACCOUNTANT
CLERK/TREASURER	CASH AND BANKING ACCOUNTANT
CLERK/TREASURER	CUSTOMER SERVICE ASSOCIATE & CEMETERY
CLERK/TREASURER	CUSTOMER SERVICE ASSOCIATE C/T
CLERK/TREASURER	LICENSE/VOTER/RECORDS COORDINATOR
CLERK/TREASURER	PAYROLL ADMINISTRATOR I
CLERK/TREASURER	PAYROLL ADMINISTRATOR II
CLERK/TREASURER	PAYROLL ADMINISTRATOR II GRANTS & CAPITAL PROJECTS PA DATA
CODE ENFORCEMENT	CODE ENFORCEMENT ADMINISTRATIVE ASSISTANT
CODE ENFORCEMENT	CODE ENFORCEMENT INSPECTOR
FIRE DEPT	ADMINISTRATIVE & ACCOUNTING ASSISTANT
FLETCHER FREE LIBRARY	ACQUISITIONS SUPERVISOR
FLETCHER FREE LIBRARY	CIRCULATION MANAGER
FLETCHER FREE LIBRARY	DEVELOPMENT & COMMUNICATIONS ADMINISTRATIVE SUPPOF
FLETCHER FREE LIBRARY	FINANCIAL ASSISTANT LIBRARY

CITY OF BURLINGTON

Original Effective Date: JANUARY 1, 2015

Effective following ratification by all Unions expected Revised Date: January 1, 2019

This Schedule of Benefits is only a summary of your medical and must be used in conjunction with the limitations and restrictions outlined in the Document/Summary Description. Note only medically necessary services will be considered at the reasonable and customary and/or negotiated fee.

<u>CALENDAR YEAR DEDUCTIBLES</u>	<u>Preferred Provider Network</u>	<u>Non Preferred Provider Network</u>
• Individual Deductible	\$ 200	\$ 500
• Family Deductible	\$ 400	\$1,000
 <u>CALENDAR YEAR OUT-OF- POCKET LIMITS</u>		
• Individual Out-of-Pocket Limit	\$ 600	\$1,500
• Family Out-of-Pocket Limit	\$ 1,200	\$2,000

The Preferred Provider and Non-Preferred Provider **DEDUCTIBLES** and **COINSURANCES** accumulate separately. Calendar Year out-of-pocket limits include **DEDUCTIBLE** and **COINSURANCE** but not penalties. A 4th quarter deductible carry over applies to Individual Deductible and Individual Out-of-Pocket limit.

MAXIMUM CALENDAR YEAR OUT-OF- POCKET LIMITS

• Individual Out-of-Pocket Limit	\$ 5,350	N/A
• Two-Person/Family Out-of-Pocket Limit	\$11,000	N/A

Maximum Calendar Year out-of-pocket limits include Medical **DEDUCTIBLE**, **COINSURANCE** and copayments but not penalties. When the **MAXIMUM CALENDAR YEAR** out-of-pocket limit is met by a **COVERED PERSON**/family, medical claims incurred for the remainder of that **YEAR** will pay at 100% less applicable penalties or usual and customary charges. When the Overall Calendar Year out-of-pocket limit is met by a **COVERED PERSON**/family, medical and prescription claims incurred for the remainder of the **YEAR** will pay at 100% with no copayments less applicable penalties or usual and customary charges.

Total Care Inpatient Pre-Certification – To certify Inpatient call 877-840-7341

- Pre-Certification required for all Inpatient **HOSPITAL** confinements or within 48 hours of an Emergency Admission for Hospital Admission, Extended Hospital Stay, Confinement in Extended Care Facility and Skilled Nursing Facility. Admissions for maternity are excluded unless the **COVERED PERSON** remains in-patient for more than 48 hours for a normal delivery or 96 hours for a C-section.

Individual Annual Maximum **Unlimited**

PRESCRIPTION BENEFITS – Maximum out of pocket copayments \$1,250/Individual and \$2,500/Two-Person or Family per calendar year. Cost difference between Preferred vs. Generic, if Generic is available and Preferred is not required by Physician, is member’s responsibility. Lower copay and drug cost difference will be allowed if no alternative lower cost drug is available.

RETAIL PHARMACY OPTION –through a participating Pharmacy

Generic Drugs	\$10 copayment up to a 90 day supply
Preferred Drugs	\$30 copayment up to a 30 day supply
NonPreferred Drugs	\$45 copayment up to a 30 day supply

MAIL ORDER OPTION – 90 day supply through MaxorPlus

Generic Drugs	\$10 copayment
Preferred Drugs	\$30 copayment
NonPreferred Drugs	\$45 copayment
Split Incentive	\$0
CanaRx	\$0
Maxor may be contacted at 1-800-687-8629	

This allows coverage for contraceptives, diabetic drugs & supplies and smoking cessation-both prescription and OTC @ 100% - no copayments. Prescriptions mandated under ACA are covered with no copayment. Other covered or excluded drugs are in the Document. The formulary for Preferred Brand Drugs is available at www.maxorplus.com

Schedule of Benefits

*** Indicates percentage payable after payment of Calendar Year Deductible.**

All Maximums shown indicate Year or Calendar Year Maximum per Individual.

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Inpatient Hospital Expenses</u>			
General Medical Room & Board	80%*	70%*	Pre-certification Required
Maternity	80%*	70%*	Pre-certification required for inpatient over 48 hours for normal delivery or 96 hours for C-section
Newborn Care	80%*	70%*	
Surgery (In-Patient)	80%*	70%*	Pre-certification Required
Miscellaneous Hospital Charges	80%*	70%*	Pre-certification Required
Mental Health or Substance Abuse	80%*	70%*	Pre-certification Required
<u>Extended Care Expenses</u>			
In-Patient Extended Care Facility/ Skilled Nursing Facility/ Rehabilitation Hospital	80%*	70%*	Pre-certification Required
Hospice Home Care	80%*	not covered	Pre-certification Required
Hospice In or Out Patient Care	80%*	70%*	Inpatient Pre-certification Required
Home Health Care	80%*	70%*	
<u>Home Health Care includes nursing, home health aide & covered therapies. Must be performed by a Home Care Agency.</u>			
Private Duty Nursing	80%*	70%*	Maximum 100 hours per calendar year
<u>Outpatient Hospital Expenses</u> (When a hospital bills for the services)			
Pre-admission Testing for inpatient stay	80%*	70%*	
Ambulatory Surgery	80%*	70%*	Includes all services on day of surgery
Surgical Facility/Services	80%*	70%*	Includes Birthing Centers
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Cardiac Rehabilitation/Therapy	80%*	not covered	36 sessions/Cardiac-Event
Other Outpatient Hospital Services	80%*	70%*	
<u>Emergency Room Care</u> (Hospital Charges only)			
Medical Emergency	\$100 copayment then 100%	\$100 copayment then 100%	
Non-Medical Emergency	Not Covered	Not Covered	
<u>Urgent Care Center</u>	\$15 copayment then 100%	\$15 copayment then 100%	
<u>Inpatient Hospital Physician Expenses</u> (Physician's charges to treat an inpatient)			
Anesthesia while Inpatient	80%*	70%*	
General Conditions	80%*	70%*	
Surgery	80%*	70%*	
Maternity and Newborn Care	80%*	70%*	

Schedule of Benefits

<u>Outpatient Hospital</u>	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Physician Expenses</u> (Physician's charges to treat an outpatient)			
Ambulatory Services	80%*	70%*	
Emergency Room	\$15 copayment then 100%	70%*	
Physician Expenses	80%*	70%*	
Physician Expenses Clinic Fee	80%*	70%*	
<u>Physician Office Expenses</u>			
Allergy Injections	\$15 copayment then 100%	70%*	if billed with an office visit only 1 office visit copay will apply
Allergy Testing	80%*	70%*	
Chemotherapy	80%*	70%*	
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Maternity	80%*	70%*	
Maternity-Dependent Child	80%*	70%*	
Office Visits	\$15 copayment then 100%	70%*	includes all office visits
Office Surgery	\$15 copayment then 100%	70%*	if billed with an office visit only 1 office visit copay will apply
Radiation Therapy Visit	80%*	70%*	
Second / Third Surgical Opinion	\$15 copayment then 100%	70%*	
<u>Wellness Expenses</u> (Includes standard routine lab and x-ray charges as well as HPV, DNA and HIV)			
Routine Well Child Care	100%	70%*	Includes hearing test
Routine Physical (Well Woman) Exam	100%	70%*	One per Calendar Year
Routine GYN Exam	100%	70%*	One per Calendar Year
Immunizations – Routine/Preventive	100%	70%*	Well Child & Adult
Routine/Preventive Pap Smear	100%	70%*	One per Calendar Year
Routine/Preventive Mammograms	100%	70%*	One per Calendar Year
Annual Prostate exam & PSA Testing	100%	70%*	One per Calendar Year
Colonoscopy-Screening	100%	70%*	Follow ACS Guidelines
Breast Feeding/Support/Supplies/Counsel	100%	100%	Includes lactation and breast pumps
Counseling & Screening for the following will be covered:			
Gestational Diabetes	100%	70%*	
Sexually Transmitted Infections / HIV	100%	70%*	
Interpersonal & Domestic Violence	100%	70%*	
Contraception	100%	70%*	
Tobacco Cessation	100%	70%*	

Wellness Expenses use the guidelines required by the United States Preventive Services Task Force as amended from time to time.

Schedule of Benefits

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>MOM's Program (see plan details)</u>			
Skilled Nursing	100%	100%	3 visit maximum within 60 days after delivery
Educational Classes – childbirth, sibling, parenting & CPR Homemakers Service*	100%	100%	Maximum of \$125 Up to \$25 maximum & 9 hour maximum. Services eligible with a provider as defined by the Plan.
Fitness Classes*	100%	100%	Maximum \$150 for classes during pregnancy or within 3 months of birth
Car Seat*	100%	100%	Maximum \$150 purchased during pregnancy or within 3 months of birth
*Choice of only one if enrolled in MOM's Program prior to 34 weeks.			
<u>Other Medical Expenses</u>			
Acupuncture	100%	100%	
Ambulance Transportation	80%*	80%*	Emergency & routine transport. Non-emergency requires prior approval.
Anesthesia	80%*	70%*	
Birthing Center	80%*	70%*	
Chiropractic Services	\$15 copayment then 100%	70%*	Allows up to 12 visits per year. Prior approval is required for visits in excess of 12 per year.
Contraceptive Services	100%	70%*	Includes injectables, implantable devices
Dental Surgical Treatment	80%*	70%*	
Dialysis	Covered	Covered	Claims pay based on service rendered
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Durable Medical Equipment	80%*	70%*	
Genetic Testing & Counseling	Limited Services requiring Prior Approval		
Infertility Testing	80%*	70%*	
Infertility Treatment	Not Covered	Not Covered	
Medical Supplies	80%*	70%*	
Nutritional Counseling	\$15 copayment then 100%	not covered	3 visit maximum per year. Visits for Diabetes do not count towards this maximum
Organ Transplants	Covered	Covered	Prior Approval Required
Physical, Speech, Occupational Therapy Illness combined	80%*	70%*	Physician's orders are required
<i>All therapies combine to a maximum of 30 visits per Year. Coverage for Developmental Delays are covered up to age 3.</i>			
Prosthesis	80%*	70%*	
TMJ Treatment	80%*	70%*	
Voluntary Sterilization	80%*	70%*	

Schedule of Benefits

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Vision Expenses (Routine)</u>			
Vision Exam-Routine	\$15 copayment	\$15 copayment	Age 19 & over limited 1 exam per Year
Vision Exam-Routine	100%	100%	Up to age 19 limited 1 exam per Year
Vision Hardware	Not Covered	Not Covered	Age 19 & over
Vision Hardware – glasses & frames or contacts	100%	100%	Up to age 19 limited to 1 pair glasses or a one year supply of contact lenses

Primary Care Providers

A current list of PPO providers is available, without charge, through the Third Party Administrator's website, located at www.mygisc.com Go to the "Find a Provider" section on our website, choose the PPO listed in the "How to File a Claim Section" of this booklet.

Each **COVERED PERSON** has a free choice of any physician or surgeon, and the physician-patient relationship shall be maintained. The **COVERED PERSON**, together with his or her **PHYSICIAN**, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the **PLAN** will pay for all or a portion of the cost of such care. The PPO providers are merely independent contractors; neither the **PLAN** nor the **PLAN ADMINISTRATOR** make any warranty as to the quality of care that may be rendered by any PPO provider.

This Schedule of Benefits only highlights your Group Medical Benefits. Please refer to the following for a complete description of your benefits.



Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
Customer Service:
1-800-832-5700

**Outline of Benefits
CITY OF BURLINGTON
Group Number: 940-ALL**

For more information on your benefits, please refer to your Dental Plan Description (DPD) or Summary Plan Description (SPD).

Benefit Period: January 1 through December 31

Benefit percentages paid by Northeast Delta Dental after any applicable Waiting Periods and/or Copayments:

Diagnostic & Preventive (Coverage A)	90%
Basic (Coverage B)	70%
Major (Coverage C) - includes implant services	50%

Maximum Benefits: \$1500 per person per benefit period excluding Orthodontics.

Deductibles: \$50/\$150 benefit period deductible per person/family (applies to Basic and Major benefits only).

Office Visit Copayments: None

Waiting Periods:
Basic Benefits: No waiting period.
Major Benefits: No waiting period.

Dependent Age Limits:
Dependent Children are covered up to age 26.

Your benefits include Domestic Partner Coverage. Please contact your employer for more details.

Double-Up MaxSM: Not applicable

To the extent of any provision in this Outline of Benefits conflicts with a provision in the Dental Plan Description or Summary Plan Description, the provision in the Dental Plan Description or Summary Plan Description shall supersede and take precedence.

APPENDIX C

AFSCME		Table for FY 19														
With 2.00% increase from FY 18																
Year 1																
Grade	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
6	30558.4656	31125.3571	31691.8243	32258.9280	32825.6074	33392.9232	33959.6026	34526.0698	34809.7277	35092.9613	35393.3798	35659.6406	35943.2986	36226.7443		
	587.6628	598.5646	609.4582	620.3640	631.2617	642.1716	653.0693	663.9629	669.4178	674.8646	680.6419	685.7623	691.2173	696.6682		
	14.6916	14.9641	15.2365	15.5091	15.7815	16.0543	16.3267	16.6029	16.8754	17.1481	17.4209	17.6937	17.9665	18.2393		
7	31640.4816	32229.0134	32817.5453	33405.6528	33993.9725	34582.9286	35171.4605	35759.7802	36348.0998	36642.3658	36936.4195	37230.6854	37524.9514	37819.2173		
	608.4708	619.7887	631.1066	642.4164	653.7302	665.0563	676.3742	687.6881	693.3430	699.0019	704.6609	710.3158	715.9747	721.6337		
	15.2118	15.4947	15.7777	16.0604	16.3433	16.6264	16.9094	17.1922	17.4750	17.7579	18.0408	18.3236	18.6065	18.8894		
8	32821.3642	33433.6579	34045.7395	34657.3968	35269.6906	35881.3478	36493.8538	37105.9354	37718.0170	38023.7395	38330.0986	38636.0333	38942.1802	39248.3271		
	631.1801	642.9550	654.7258	666.4884	678.2633	690.0259	701.8049	713.5757	719.4590	725.3465	731.2258	737.1173	743.0006	748.8881		
	15.7795	16.0739	16.3681	16.6622	16.9566	17.2506	17.5451	17.8394	18.1337	18.4280	18.7223	19.0166	19.3109	19.6052		
9	34100.4768	34738.2298	35375.9827	36013.3114	36651.2765	37288.8173	37926.5702	38564.5354	39201.8640	39520.7405	39839.4048	40158.4934	40476.7334	40795.1233		
	655.7784	668.0429	680.3074	692.5637	704.8322	717.0926	729.3571	741.6257	747.7498	753.8820	760.0142	766.1424	772.2787	778.3987		
	16.3945	16.7011	17.0077	17.3141	17.6208	17.9273	18.2339	18.5406	18.8471	19.1536	19.4601	19.7666	20.0731	20.3796		
10	35576.4739	36243.5050	36910.9603	37577.9914	38245.2346	38912.6899	39579.5088	40246.9642	40580.4797	40913.9952	41247.5107	41581.0262	41914.9661	42248.2694		
	684.1630	696.9905	709.8262	722.6537	735.4853	748.3210	761.1444	767.5622	773.9801	780.3938	786.8076	793.2214	799.6351	806.0570		
	17.1041	17.4248	17.7457	18.0663	18.3871	18.7080	19.0286	19.3495	19.6702	19.9909	20.3117	20.6324	20.9531	21.2738		
11	37249.3555	37950.1200	38650.8845	39351.2246	40052.2013	40752.5414	41453.3059	42153.8582	42504.3466	42854.4106	43204.8989	43555.1750	43905.6634	44255.7274		
	716.3338	729.8100	743.2862	756.7543	770.2346	783.7027	797.1790	803.9150	817.3913	824.1233	830.8634	837.5995	844.3397	851.0717		
	17.9083	18.2453	18.5822	18.9189	19.2559	19.5926	19.9295	20.2663	20.6031	20.9400	21.2768	21.6136	21.9504	22.2872		
12	39118.9094	39857.2262	40594.9066	41333.4355	42071.1158	42887.9318	43547.3251	44285.4298	44654.1638	45023.3222	45395.4509	45761.4269	46130.3731	46499.5315		
	752.2867	766.4851	780.6713	794.8738	809.0599	824.7679	837.4486	844.6457	858.7339	865.8331	872.9894	880.0274	887.1226	894.2218		
	18.8072	19.1621	19.5168	19.8718	20.2265	20.6192	20.9362	21.1161	21.2911	21.4683	21.6458	21.8247	22.0007	22.1781		
13	41185.7722	41964.6115	42744.0874	43523.9875	44302.8269	45082.5149	45861.9907	46251.7286	46640.8301	47030.7802	47420.0938	47810.0438	48199.7818	48589.5197		
	792.0341	807.0118	822.0017	836.9998	851.9774	866.9714	881.9614	889.4563	896.9390	904.4381	911.9249	919.4239	926.9189	934.4138		
	19.8009	20.1753	20.5500	20.9250	21.2994	21.6743	22.0490	22.2364	22.4235	22.6110	22.7981	22.9856	23.1730	23.3603		
14	43547.7494	44374.5370	45200.6880	46027.6877	46854.2630	47681.2627	48507.4138	48920.9136	49334.4134	49747.4890	50160.7766	50573.6400	50987.3520	51400.4275		
	837.4567	853.3565	869.2440	885.1478	901.0435	916.9474	932.8349	940.7668	948.7387	956.6825	964.6303	972.5700	980.5260	988.4698		
	20.9364	21.3339	21.7311	22.1287	22.5261	22.9237	23.3209	23.5197	23.7185	23.9171	24.1158	24.3143	24.5132	24.7117		
15	46204.2048	47083.8202	47963.4355	48843.2630	49722.8784	50602.7059	51482.1091	51922.1290	52361.9366	52801.9565	53242.1885	53681.5718	54121.3795	54561.6115		
	888.5424	905.4581	922.3738	939.2935	956.2092	973.1290	990.0406	998.5025	1006.9603	1015.4222	1023.8882	1032.3379	1040.7958	1049.2618		
	22.2136	22.6365	23.0593	23.4823	23.9052	24.3282	24.7510	24.9626	25.1740	25.3856	25.5972	25.8084	26.0199	26.2315		
16	49156.4112	50094.5827	51033.6029	51972.1987	52911.2189	53850.0269	54788.6227	55258.1328	55727.4307	56196.7286	56666.2387	57135.7488	57605.0467	58074.3446		
	945.3156	963.3574	981.4154	999.4654	1017.5234	1035.5774	1053.6274	1062.6564	1071.6814	1080.7063	1089.7354	1098.7644	1107.7894	1116.8143		
	23.6329	24.0839	24.5354	24.9866	25.4381	25.8894	26.3407	26.5664	26.7920	27.0177	27.2434	27.4691	27.6947	27.9204		
17	52403.9443	53406.8246	54410.9779	55414.7069	56419.7088	57425.4694	58425.4694	58927.6522	59429.1984	59930.9568	60433.1395	60934.8979	61436.6563	61938.8390		
	1007.7682	1027.0543	1046.3650	1065.6674	1084.9944	1102.8893	1123.5667	1133.2241	1142.8692	1152.5184	1162.1758	1171.8250	1181.4742	1191.1315		
	25.1942	25.6764	26.1591	26.6417	27.1249	27.5722	28.0892	28.3306	28.5717	28.8130	29.0544	29.2956	29.5369	29.7783		
18	56044.3978	57121.1098	58197.3974	59273.8973	60350.3971	61427.1091	62503.6090	63041.8589	63580.1088	64118.3587	64656.3965	65194.4342	65732.8963	66271.1462		
	1077.7769	1098.4829	1119.1807	1139.8826	1160.5846	1181.2906	1201.9925	1212.3434	1222.6944	1233.0454	1243.3922	1253.7391	1264.0942	1274.4451		
	26.9444	27.4621	27.9795	28.4971	29.0146	29.5323	30.0498	30.3086	30.5674	30.8261	31.0848	31.3435	31.6024	31.8611		
19	60711.0691	61880.4950	63050.5574	64220.6198	65390.2579	66560.3203	67729.9584	68314.8835	68900.0208	69484.7338	70069.8710	70654.3718	71239.5091	71824.6464		
	1167.5206	1190.0095	1212.5107	1235.0119	1257.5050	1280.0062	1302.4992	1313.7478	1325.0004	1336.2449	1347.4975	1358.7379	1369.9906	1381.2432		
	29.1880	29.7502	30.3128	30.8753	31.4376	32.0002	32.5625	32.8437	33.1250	33.4061	33.6874	33.9684	34.2498	34.5311		

AFSCME	Table for FY 19														
	With 2.00% increase from FY 18														
Year 1															
Grade	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
20	65850.2208	67122.3222	68395.2922	69668.4643	70940.7878	72213.5357	73486.2835	74758.3949	75935.2992	76031.3549	76667.6227	77304.1027	77940.1584	78576.4262	
	1266.3504	1290.8141	1315.2941	1339.7782	1364.2459	1388.7218	1413.1978	1425.4296	1449.9096	1462.1414	1474.3774	1486.6174	1498.8492	1511.0851	
	31.6588	32.2704	32.8824	33.4945	34.1061	34.7180	35.3299	35.9415	36.2477	36.5535	36.8594	37.1654	37.4712	37.7771	
21	69335.1610	70677.0730	72019.4093	73361.7456	74703.6576	76046.4182	77388.5424	78731.0909	79402.3651	80073.2150	80744.4893	81415.7635	82086.8256	82757.8877	
	1333.3685	1359.1745	1384.9886	1410.8028	1436.6088	1462.4311	1488.2412	1514.0594	1526.9686	1539.8695	1552.7786	1565.6878	1578.5928	1591.4978	
	33.3342	33.9794	34.6247	35.2701	35.9152	36.5608	37.2060	37.8515	38.1742	38.4967	38.8195	39.1422	39.4648	39.7874	
22	71365.7443	72748.3910	74131.2499	75514.3210	76897.3920	78280.2509	79662.6854	81045.9686	81737.6102	82429.2518	83120.4691	83812.1107	84503.5402	85194.7574	
	1372.4182	1399.0075	1425.6010	1452.1985	1478.7960	1505.3894	1531.9747	1558.5763	1571.8771	1585.1779	1598.4706	1611.7714	1625.0681	1638.3607	
	34.3105	34.9752	35.6400	36.3050	36.9699	37.6347	38.2994	38.9644	39.2989	39.6294	39.9618	40.2943	40.6267	40.9590	
23	73631.1888	75064.7539	76493.0150	77920.0730	79349.7494	80778.0106	82207.1203	83635.9336	84349.5120	85063.8547	85777.7731	86491.9037	87206.2464	87922.9229	
	1415.9844	1443.5530	1471.0195	1499.4245	1525.9567	1553.4233	1580.9062	1608.3768	1622.1060	1635.8434	1649.5726	1663.3058	1677.0432	1690.8754	
	35.3996	36.0888	36.7755	37.4856	38.1489	38.8356	39.5277	40.2094	40.5527	40.8961	41.2393	41.5826	41.9261	42.2706	
24	76184.3222	77663.7139	79142.8934	80622.4973	82101.6768	83580.8563	85060.0358	86539.6397	87279.2294	88019.0314	88758.4090	89498.4230	90238.2250	90977.6026	
	1465.0831	1493.5330	1521.9787	1550.4326	1578.8784	1607.3242	1635.7699	1664.2238	1678.4467	1692.6737	1706.8925	1721.1235	1735.3505	1749.5693	
	36.6271	37.3383	38.0495	38.7608	39.4720	40.1831	40.8942	41.6056	41.9612	42.3168	42.6723	43.0281	43.3838	43.7392	
25	79040.8445	80577.0950	82182.2976	83650.0205	85186.4832	86722.9459	88259.6208	89027.8522	89796.0835	90564.3149	91332.5462	92100.9898	92868.7968	93637.2403	
	1520.0162	1549.5595	1580.4288	1608.6542	1638.2016	1667.7490	1697.3004	1712.0741	1726.8478	1741.6214	1756.3951	1771.1729	1785.9384	1800.7162	
	38.0004	38.7390	39.5107	40.2164	40.9550	41.6937	42.4325	42.8019	43.1712	43.5405	43.9099	44.2793	44.6485	45.0179	
26	82241.0659	83841.8131	85441.7117	87042.4589	88643.2061	90243.5290	91843.8518	92644.1194	93444.1747	94244.4422	95044.7098	95845.1894	96645.4570	97445.5123	
	1581.5590	1612.3426	1643.1098	1673.8934	1704.6770	1735.4525	1766.2279	1781.6177	1797.0034	1812.3931	1827.7829	1843.1767	1858.5665	1873.9522	
	39.5390	40.3086	41.0777	41.8473	42.6169	43.3863	44.1557	44.5404	44.9251	45.3098	45.6946	46.0794	46.4642	46.8488	
27	85820.6294	87492.8746	89164.9075	90836.9405	92509.1856	94181.0064	95853.2515	96689.1619	97525.4966	98361.1949	99197.5296	100033.2278	100869.1382	101705.0486	
	1650.3967	1682.5553	1714.7098	1746.8642	1779.0228	1811.1732	1843.3318	1859.4070	1875.4903	1891.5614	1907.6448	1923.7159	1939.7911	1955.8663	
	41.2599	42.0639	42.8677	43.6716	44.4756	45.2793	46.0833	46.4852	46.8873	47.2890	47.6911	48.0929	48.4948	48.8967	
28	89813.4806	91565.4979	93317.3030	95069.3203	96821.7619	98573.1427	100324.9478	101201.1686	102052.9910	102953.1859	103828.9824	104704.9910	105580.5754	106456.7962	
	1727.1823	1760.8750	1794.5635	1828.2562	1861.9570	1895.6374	1929.3259	1946.1763	1962.5575	1979.8690	1996.7112	2013.5575	2030.3957	2047.2461	
	43.1796	44.0219	44.8641	45.7064	46.5489	47.3909	48.2331	48.6544	49.0639	49.4967	49.9178	50.3389	50.7599	51.1812	
30	98102.4531	100020.2970	101937.8791	103855.7230	105541.8863	107690.8872	109608.7311	111526.3132	112484.9734	113444.1571	114402.8172	115361.4774	116320.6611	117279.3213	
	1886.5856	1923.4673	1960.3438	1997.2254	2029.6517	2070.9786	2107.8602	2144.7368	2163.1726	2181.6184	2200.0542	2218.4900	2236.9358	2255.3716	
	47.1646	48.0867	49.0086	49.9306	50.7413	51.7745	52.6965	53.6184	54.0793	54.5405	55.0014	55.4622	55.9234	56.3843	

AFSCME	With 2.50% increase from FY 19		Table for FY 20													
	Year 2	Step 1	101.86%	101.82%	101.79%	101.76%	101.73%	101.70%	100.83%	100.83%	100.82%	100.81%	100.86%	100.75%	100.80%	100.79%
6	31322.4372	31903.4910	32484.1199	33065.4012	33646.2475	34227.7463	34808.5926	35098.9071	35389.2215	35679.9709	35970.2853	36278.2143	36551.1317	36841.8810	37132.4129	37423.0448
	602.3544	613.5287	624.6946	635.8731	647.0432	658.2259	669.3960	674.9790	680.5620	686.1533	691.7363	697.3193	702.9064	708.4977	714.0849	719.6720
	15.0589	15.3382	15.6174	15.8968	16.1761	16.4556	16.7349	16.8745	17.0140	17.1538	17.2934	17.4314	17.5727	17.7124	17.8521	17.9918
7	37431.4936	38012.6474	38600.7941	39196.9418	39791.0915	40383.2441	40973.3997	41561.5572	42147.7167	42731.8792	43314.0457	43894.2162	44471.3917	45045.5722	45616.7577	46184.9482
	623.6926	635.2834	646.8843	658.4768	670.0735	681.6827	693.2836	699.0798	704.8803	710.6765	716.4770	722.2774	728.0737	733.8741	739.6745	745.4749
	15.5921	15.8821	16.1721	16.4619	16.7518	17.0421	17.3321	17.4770	17.6220	17.7669	17.9119	18.0569	18.2018	18.3469	18.4919	18.6369
8	33641.8983	34269.4994	34896.8830	35523.8317	36151.4328	36778.3815	37405.2001	37719.7832	38033.5837	38347.1668	38660.9674	38974.3330	39288.3510	39601.9341	39915.7347	40229.5353
	646.9596	659.0288	671.0939	683.1506	695.2199	707.2766	719.3500	725.3804	731.4151	737.4455	743.4801	749.5064	755.5452	761.5757	767.6103	773.6449
	16.1740	16.4757	16.7773	17.0788	17.3805	17.6819	17.9838	18.1345	18.2854	18.4361	18.5870	18.7377	18.8886	19.0394	19.1903	19.3412
9	34952.9887	35606.6855	36260.3823	36913.6441	37567.5584	38221.0377	38874.7345	39201.3654	39528.6487	39855.0622	40181.9106	40508.7590	40835.3899	41162.4558	41488.6518	41814.8478
	672.1729	684.7440	697.3150	709.8778	722.4530	735.0200	747.5910	753.8724	760.1663	766.4435	772.7291	779.0146	785.2960	791.5857	797.8587	804.1317
	16.8043	17.1186	17.4329	17.7469	18.0613	18.3755	18.6898	18.8468	19.0042	19.1611	19.3182	19.4754	19.6324	19.7896	19.9465	20.1035
10	36465.8858	37149.5926	37833.7343	38517.4411	39201.3654	39885.5072	40568.9965	40911.0674	41253.1383	41594.9917	41936.8451	42278.6985	42620.5519	42962.4022	43304.2626	43646.1230
	701.2670	714.4152	727.5718	740.7200	753.8724	767.0290	780.1730	786.7513	793.3296	799.9037	806.4778	813.0519	819.6260	826.2085	832.7784	839.3483
	17.5317	17.8604	18.1893	18.5180	18.8468	19.1757	19.5043	19.6688	19.8332	19.9976	20.1619	20.3263	20.4906	20.6552	20.8195	20.9839
11	38180.5894	38898.8730	39617.1566	40335.0053	41053.5063	41771.3550	42489.6386	42848.6716	43207.7047	43566.9552	43925.7708	44285.0214	44644.0544	45003.3049	45362.1205	45720.9361
	734.2421	748.0553	761.8684	775.6732	789.4905	803.2953	817.1084	824.0129	830.9174	837.8261	844.7264	851.6350	858.5395	865.4482	872.3485	879.2488
	18.3561	18.7014	19.0467	19.3918	19.7373	20.0824	20.4277	20.6003	20.7729	20.9457	21.1182	21.2909	21.4635	21.6362	21.8087	21.9813
12	40096.8822	40853.6569	41609.7792	42366.7714	43122.8937	43960.1301	44636.0082	45019.6147	45392.5655	45770.5179	46148.9053	46530.3372	46905.4026	47283.6324	47662.0198	48040.4522
	771.0939	785.6472	800.1881	814.7456	829.2864	845.3871	858.3848	865.7618	872.9340	880.2023	887.4789	894.8142	902.0281	909.3006	916.5773	923.8540
	19.2733	19.6412	20.0047	20.3686	20.7322	21.1347	21.4596	21.6440	21.8233	22.0051	22.1870	22.3704	22.5507	22.7325	22.9144	23.0963
13	42215.4165	43013.7268	43812.6895	44612.0872	45410.3976	46209.5778	47008.5405	47408.0219	47806.8508	48206.5497	48605.5961	49005.2949	49404.7763	49804.2577	50203.3041	50602.3505
	811.8349	827.1871	842.5517	857.9248	873.2769	888.6457	904.0104	911.6927	919.3625	927.0490	934.7230	942.4095	950.0919	957.7742	965.4482	973.1215
	20.2959	20.6797	21.0638	21.4481	21.8319	22.2161	22.6003	22.7923	22.9841	23.1762	23.3681	23.5602	23.7523	23.9444	24.1362	24.3281
14	44636.4432	45483.9004	46330.7052	47178.3799	48025.6196	48873.2943	49720.0991	50143.9364	50567.7738	50991.1762	51414.7961	51837.9810	52262.0358	52685.4382	53109.0581	53532.6780
	858.3931	874.6904	890.9751	907.2765	923.5696	939.8710	956.1558	964.3065	972.4572	980.5995	988.7461	996.8843	1005.0392	1013.1815	1021.3280	1029.4745
	21.4598	21.8673	22.2744	22.6819	23.0892	23.4968	23.9039	24.1077	24.3114	24.5150	24.7187	24.9221	25.1260	25.3295	25.5332	25.7367
15	47359.3099	48260.9157	49162.5214	50064.3446	50965.9504	51867.7736	52769.1618	53220.1822	53670.9851	54122.0054	54573.2432	55023.6111	55474.4140	55925.6518	56376.2372	56827.0746
	910.7560	928.0945	945.4331	962.7759	980.1144	997.4572	1014.7916	1023.4650	1032.1343	1040.8078	1049.4854	1058.1464	1066.8157	1075.4933	1084.1584	1092.8235
	22.7689	23.2024	23.6358	24.0694	24.5029	24.9364	25.3698	25.5866	25.8034	26.0202	26.2371	26.4537	26.6704	26.8873	27.1040	27.3207
16	50385.3215	51346.9473	52309.4430	53271.5037	54233.9994	55196.2776	56158.3383	56639.5861	57120.6165	57601.6469	58082.8947	58564.1425	59045.3903	59526.2033	60007.2336	60488.2640
	968.9485	987.4413	1005.9508	1024.4520	1042.9615	1061.4669	1079.9680	1089.2228	1098.4734	1107.7240	1116.9787	1126.2335	1135.4841	1144.7347	1153.9853	1163.2359
	24.2237	24.6860	25.1488	25.6113	26.0740	26.5367	26.9992	27.2306	27.4618	27.6931	27.9245	28.1558	28.3871	28.6184	28.8496	29.0809
17	53714.0429	54741.9953	55771.2524	56800.0746	57830.2015	58860.6162	59886.1062	60400.8435	60914.9284	61429.2307	61943.9680	62458.2704	62972.5727	63487.3100	64001.8298	64516.3496
	1032.9624	1052.7307	1072.5241	1092.3091	1112.1193	1130.4615	1151.6559	1161.5547	1171.4409	1181.3314	1191.2302	1201.1206	1211.0110	1220.9098	1230.8044	1240.7040
	25.8241	26.3183	26.8131	27.3077	27.8030	28.2615	28.7914	29.0389	29.2860	29.5333	29.7808	30.0280	30.2753	30.5227	30.7701	31.0175
18	57445.5077	58549.1375	59652.3324	60755.7447	61859.1570	62962.7868	64066.1992	64617.9054	65169.6115	65721.3177	66273.0239	66824.2951	67375.2187	67926.2949	68477.3211	69028.3473
	1104.7213	1125.9450	1147.1602	1168.3797	1189.5992	1210.8228	1232.0423	1242.6520	1253.2618	1263.8715	1274.4770	1285.0826	1295.6965	1306.3062	1316.9243	1327.5424
	27.6180	28.1486	28.6790	29.2095	29.7400	30.2706	30.8011	31.0663	31.3315	31.5968	31.8619	32.1271	32.3924	32.6577	32.9231	33.1884
19	62228.8458	63427.5074	64626.8214	65826.1353	67025.0144	68224.3283	69423.2074	70022.7556	70622.5213	71221.8521	71821.6178	72420.7311	73020.4968	73620.2626	74219.8108	74819.3590
	1196.7086	1219.7598	1242.8235	1265.8872	1288.9426	1312.0063	1335.0617	1346.5915	1358.1254	1369.6510	1381.1850	1392.7064	1404.2403	1415.7743	1427.3041	1438.8339
	29.9177	30.4940	31.0706	31.6472	32.2236	32.8002	33.3765	33.6648	33.9531	34.2413	34.5296	34.8177	35.1060	35.3944	35.6826	35.9709

AFSCME	Table for FY 20													
Year 2	101.86%	101.82%	101.79%	101.76%	101.73%	101.70%	100.83%	100.83%	100.81%	100.86%	100.75%	100.80%	100.79%	
Grade	2	3	4	5	6	7	8	9	10	11	12	13	14	15
67496.4763	68800.3905	70105.1745	71410.1759	72714.3075	74018.8741	75323.4406	75975.3977	76627.3548	77280.1817	77934.1388	78584.3133	79236.7053	79888.6624	80540.8369
1298.0092	1323.0844	1348.1764	1373.2726	1398.3521	1423.4399	1448.5277	1461.0653	1473.6030	1486.1573	1498.6950	1511.2368	1523.7828	1536.3204	1548.8622
32.4502	33.0771	33.7044	34.3318	34.9588	35.5860	36.2132	36.8401	37.4674	37.7159	37.4674	37.7809	38.0946	38.4080	38.7216
71068.5400	72443.9998	73819.8945	75195.7892	76571.2490	77947.5787	79323.2560	80011.5295	80699.3682	81387.4242	82075.0454	82763.1015	83451.1576	84138.9962	84826.8349
1366.7027	1393.1538	1419.6134	1446.0729	1472.5240	1498.9919	1525.4472	1538.6833	1551.9109	1565.1428	1578.3663	1591.5981	1604.8300	1618.0576	1631.2853
34.1676	34.8288	35.4903	36.1518	36.8131	37.4748	38.1362	38.4671	38.7978	39.1286	39.4592	39.7900	40.1207	40.4514	40.7821
73149.8879	74567.1008	75984.5312	77402.1790	78819.8268	80237.2572	81654.2526	82363.4027	83072.1179	83781.0505	84489.9831	85198.4808	85907.4135	86616.1287	87324.6264
1406.7286	1433.9827	1461.2410	1488.5034	1515.7659	1543.0242	1570.2741	1583.9116	1597.5407	1611.1740	1624.8074	1638.4323	1652.0656	1665.6948	1679.3197
35.1682	35.8496	36.5310	37.2126	37.8941	38.5756	39.2569	39.5978	39.9385	40.2794	40.6202	40.9608	41.3016	41.6424	41.9830
75471.9685	76941.3728	78405.3404	79919.3248	81333.4932	82797.4608	84262.2983	84994.2822	85726.4834	86458.2498	87190.4511	87922.2174	88654.2013	89386.4026	90120.9960
1451.3840	1479.6418	1507.7950	1536.9101	1564.1056	1592.2589	1620.4288	1634.5054	1648.5862	1662.6587	1676.7394	1690.8119	1704.8885	1718.9693	1733.0961
36.2846	36.9910	37.6949	38.4228	39.1026	39.8065	40.5107	40.8626	41.2147	41.5665	41.9185	42.2703	42.6222	42.9742	43.3274
78088.9303	79605.3068	81121.4658	82638.0597	84154.2187	85670.3777	87186.5367	87945.2686	88703.1307	89461.2102	90219.5071	90977.3692	91735.8836	92494.1806	93252.0426
1501.7102	1530.8713	1560.0282	1589.1935	1618.3504	1647.5073	1676.6642	1691.2552	1705.8294	1720.4079	1734.9905	1749.5648	1764.1516	1778.7342	1793.3085
37.5428	38.2718	39.0007	39.7298	40.4588	41.1877	41.9166	42.2814	42.6457	43.0102	43.3748	43.7391	44.1038	44.4684	44.8327
81016.8656	82591.5224	84236.8550	85741.2710	87316.1453	88891.0196	90466.1113	91253.5485	92040.9856	92828.4228	93615.8599	94403.5145	95190.5167	95978.1713	96765.3910
1558.0166	1588.2985	1619.9395	1648.8706	1679.1566	1709.4427	1739.7329	1754.8759	1770.0190	1785.1620	1800.3050	1815.4522	1830.5869	1845.7341	1860.8729
38.9504	39.7075	40.4985	41.2218	41.9789	42.7361	43.4933	43.8719	44.2505	44.6290	45.0076	45.3863	45.7647	46.1434	46.5218
84297.0926	85937.8584	87577.7545	89218.5204	90859.2862	92499.6172	94139.9481	94960.2223	95780.2791	96600.5533	97420.8275	98241.3192	99061.5934	99881.6501	100701.9243
1621.0979	1652.6511	1684.1876	1715.7408	1747.2940	1778.8388	1810.3836	1826.1581	1841.9284	1857.7029	1873.4775	1889.2561	1905.0306	1920.8010	1936.5755
40.5274	41.3163	42.1047	42.8935	43.6823	44.4710	45.2596	45.6540	46.0482	46.4426	46.8369	47.2314	47.6258	48.0200	48.4144
87966.1452	89680.1964	91394.0302	93107.8640	94821.9152	96535.5316	98249.5828	99106.3910	99963.6341	100820.2248	101677.4678	102534.0585	103390.8667	104247.6749	105104.9179
1691.6566	1724.6192	1757.5775	1790.5358	1823.4984	1856.4525	1889.4151	1905.8921	1922.3776	1938.8505	1955.3359	1971.8088	1988.2859	2004.7630	2021.2484
42.2914	43.1155	43.9394	44.7634	45.5875	46.4113	47.2354	47.6473	48.0594	48.4713	48.8834	49.2952	49.7071	50.1191	50.5312
92058.8177	93854.6354	95650.2356	97446.0533	99242.3060	101037.4713	102833.0715	103731.1979	104604.3158	105527.0156	106424.7070	107322.6158	108220.0897	109118.2161	110020.9091
1770.6566	1804.8968	1839.4276	1873.9626	1908.5059	1943.0283	1977.5591	1994.8307	2011.6215	2029.3657	2046.6290	2063.8965	2081.1556	2098.4272	2115.7867
44.2590	45.1224	45.9857	46.8491	47.7126	48.5757	49.4390	49.8708	50.2905	50.7341	51.1657	51.5974	52.0289	52.4607	52.8947
100555.0145	102520.8044	104486.3261	106452.1161	108418.4335	110383.1594	112348.9494	113331.5760	114314.4710	115297.0977	116280.2610	117262.8877	118245.5143	119228.6777	120211.3043
1933.7503	1974.5539	2009.3524	2047.1561	2080.3930	2122.7531	2160.5567	2179.4534	2198.3552	2217.2519	2236.1589	2255.0555	2273.9522	2292.8592	2311.7559
48.3438	49.2888	50.2338	51.1789	52.0098	53.0688	54.0139	54.4863	54.9589	55.4313	55.9040	56.3764	56.8488	57.3215	57.7939

AFSCME	Table for FY 21														
With 2.50% increase from FY 20	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
6	32105.4879	32701.0783	33296.2229	33892.0362	34487.4037	35083.4399	35678.8074	35976.3797	36273.9520	36571.9701	36869.5424	37185.1697	37464.9099	37762.9280	38060.7233
	617.4132	628.8669	640.3120	651.7699	663.2193	674.6815	686.1309	691.8535	697.5760	703.3071	709.0297	715.0594	720.4790	726.2102	731.9370
	15.4353	15.7217	16.0078	16.2942	16.5805	16.8670	17.1533	17.2963	17.4394	17.5827	17.7257	17.8775	18.0120	18.1553	18.2984
7	33242.2810	33860.6072	34478.9335	35096.8140	35714.9173	36333.6894	36952.0157	37260.9559	37570.1190	37879.0593	38188.2224	38497.3855	38806.3258	39115.4889	39424.6520
	639.2746	651.1655	663.0564	674.9387	686.8253	698.7248	710.6157	716.5568	722.5023	728.4434	734.3889	740.3343	746.2755	752.2209	758.1664
	15.9819	16.2791	16.5764	16.8735	17.1706	17.4681	17.7654	17.9139	18.0626	18.2111	18.3597	18.5084	18.6569	18.8055	18.9542
8	34482.9457	35126.2369	35769.3051	36411.9275	37055.2186	37697.8411	38341.3551	38662.7778	38984.4233	39305.8460	39627.4916	39948.6913	40270.5598	40591.9825	40913.6280
	663.1336	675.5046	687.8713	700.2294	712.6004	724.9585	737.3338	743.5150	749.7004	755.8817	762.0671	768.2441	774.4338	780.6150	786.8005
	16.5783	16.8876	17.1968	17.5057	17.8150	18.1240	18.4333	18.5879	18.7425	18.8970	19.0517	19.2061	19.3608	19.5154	19.6700
9	35826.8134	36496.8526	37166.8918	37836.4852	38506.7474	39176.5637	39846.6029	40181.3996	40516.8650	40851.4388	41186.4584	41521.4780	41856.2747	42191.5172	42526.8681
	688.9772	701.8626	714.7479	727.6247	740.5144	753.3955	766.2808	772.7192	779.1705	785.6046	792.0473	798.4900	804.9284	811.3753	817.8052
	17.2244	17.5466	17.8687	18.1906	18.5129	18.8349	19.1570	19.3180	19.4793	19.6401	19.8012	19.9622	20.1232	20.2844	20.4451
10	37377.5329	38076.3324	38779.5777	39480.3772	40181.3996	40882.6448	41583.2214	41933.8441	42284.4667	42634.8665	42985.2662	43335.6660	43686.0657	44036.9112	44387.0881
	718.7987	732.2756	745.7611	759.2380	772.7192	786.2047	799.6773	806.4201	813.1628	819.9013	826.6397	833.3782	840.1166	846.8637	853.5978
	17.9700	18.3069	18.6440	18.9810	19.3180	19.6551	19.9919	20.1605	20.3291	20.4975	20.6660	20.8345	21.0029	21.1716	21.3399
11	39135.1041	39871.3448	40607.5855	41343.3804	42079.8440	42815.6389	43551.8795	43919.8884	44287.8973	44656.1291	45023.9151	45392.1469	45760.1558	46128.3876	46496.1736
	752.5982	766.7566	780.9151	795.0650	809.2278	823.3777	837.5361	844.6132	851.6903	858.7717	865.8445	872.9259	880.0030	887.0844	894.1572
	18.8150	19.1689	19.5229	19.8766	20.2307	20.5844	20.9384	21.1153	21.2923	21.4693	21.6461	21.8231	22.0001	22.1771	22.3539
12	41099.3042	41874.9983	42650.0237	43425.9407	44209.9661	45059.1334	45751.9085	46145.1051	46527.3796	46914.7809	47302.6279	47693.5956	48078.0991	48465.7233	48855.5703
	790.3712	805.2884	820.1928	835.1142	850.0186	866.5218	879.8444	887.4059	894.7573	902.2073	909.6559	917.1845	924.5788	932.0331	939.4917
	19.7593	20.1322	20.5048	20.8779	21.2505	21.6230	21.9961	22.1851	22.3689	22.5552	22.7416	22.9296	23.1145	23.3008	23.4873
13	43270.8019	44089.0700	44908.0068	45727.3894	46545.6575	47364.8172	48183.7540	48593.2224	49002.0221	49411.7134	49820.7360	50230.4273	50639.8957	51049.3641	51458.3867
	832.1308	847.8667	863.6155	879.3729	895.1088	910.8619	926.6107	934.4850	942.3466	950.2253	958.0911	965.9698	973.8441	981.7185	989.5844
	20.8033	21.1967	21.5904	21.9843	22.3777	22.7715	23.1653	23.3621	23.5587	23.7556	23.9523	24.1492	24.3461	24.5430	24.7396
14	45752.3543	46620.9979	47488.9728	48357.8394	49226.2601	50095.1266	50963.1016	51397.5349	51833.9681	52265.9556	52700.1660	53133.9305	53568.5867	54002.5742	54436.7845
	879.8530	896.5577	913.2495	929.9584	946.6588	963.3678	980.0596	988.4141	996.7686	1005.1145	1013.4647	1021.8064	1030.1651	1038.5110	1046.8612
	21.9963	22.4139	22.8312	23.2490	23.6665	24.0842	24.5015	24.7104	24.9192	25.1279	25.3366	25.5452	25.7541	25.9628	26.1715
15	48543.2927	49467.4386	50391.5844	51315.9532	52240.0991	53164.4679	54088.3909	54550.6867	55012.7597	55475.0555	55937.5743	56399.2014	56861.2744	57323.7931	57785.6431
	933.5249	951.2969	969.0689	986.8453	1004.6173	1022.3936	1040.1614	1049.0517	1057.9377	1066.8280	1075.7226	1084.6000	1093.4860	1102.3806	1111.2624
	23.3381	23.7824	24.2267	24.6711	25.1154	25.5598	26.0040	26.2263	26.4484	26.6707	26.8931	27.1150	27.3372	27.5595	27.7816
16	51644.9545	52630.6210	53617.1790	54603.2913	55589.8493	56576.1845	57562.2967	58055.5758	58548.6319	59041.6880	59534.9671	60028.2461	60521.3022	61014.3583	61507.4145
	993.1722	1012.1273	1031.0896	1050.0633	1069.0356	1088.0035	1106.9672	1116.4534	1125.9352	1135.4171	1144.9032	1154.3893	1163.8712	1173.3530	1182.8349
	24.8293	25.3032	25.7775	26.2516	26.7259	27.2001	27.6742	27.9113	28.1484	28.3854	28.6226	28.8597	29.0968	29.3338	29.5709
17	55056.8940	56110.5451	57165.5337	58220.0764	59275.9566	60233.5986	61383.2588	61910.8646	62437.8016	62964.9615	63492.5672	64019.7271	64546.8870	65074.4928	65601.8756
	1058.7864	1079.0489	1099.3372	1119.6169	1139.9222	1158.7230	1180.4473	1190.5935	1200.7270	1210.8646	1221.0109	1231.1486	1241.2863	1251.4326	1261.5745
	26.4697	26.9762	27.4834	27.9904	28.4981	28.9681	29.5112	29.7648	30.0182	30.2716	30.5253	30.7787	31.0322	31.2858	31.5394
18	58881.6454	60012.8659	61143.6407	62274.6383	63405.6360	64536.8565	65667.8542	66233.3530	66798.8518	67364.3506	67929.6766	68494.9025	69060.6242	69626.1230	70192.0676
	1132.3393	1154.0936	1175.8392	1197.5892	1219.3392	1241.0934	1262.8433	1273.7183	1284.5933	1295.4683	1306.3390	1317.2097	1328.0899	1338.9639	1349.8475
	28.3085	28.8523	29.3960	29.9397	30.4835	31.0273	31.5715	31.8430	32.1148	32.3867	32.6585	32.9302	33.2022	33.4741	33.7462
19	63784.5670	65013.1951	66242.4919	67471.7887	68700.6397	69929.9365	71158.7875	71773.3245	72388.0844	73002.3984	73617.1583	74231.2494	74846.0093	75460.7691	76075.3061
	1226.6263	1250.2538	1273.8941	1297.5344	1321.1661	1344.8065	1368.4382	1380.2562	1392.0785	1403.8923	1415.7146	1427.5240	1439.3463	1451.1686	1462.9867
	30.6657	31.2563	31.8474	32.4384	33.0292	33.6202	34.2110	34.5064	34.8020	35.0973	35.3929	35.6881	35.9837	36.2792	36.5747

AFSCME	Table for FY 21														
With 2.50% increase from FY 20															
Year 3															
Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
20	69183.8882	70520.4002	71857.8038	73195.4303	74532.1652	75869.3459	77206.5266	78543.0386	79880.4422	81217.6229	82554.3578	83891.5427	85228.7274	86565.9121	87903.0968
	1330.4594	1356.1615	1381.8808	1407.6044	1433.3109	1459.0259	1484.7409	1497.5920	1510.4431	1523.3113	1536.1624	1549.0177	1561.8744	1574.7284	1587.5858
	33.2615	33.9040	34.5470	35.1901	35.8328	36.4756	37.1185	37.4398	37.7611	38.0828	38.4041	38.7254	39.0469	39.3682	39.6896
21	72845.2535	74255.0998	75665.3919	77075.6840	78485.5303	79896.2682	81306.3374	82011.8178	82716.8524	83422.1099	84126.9216	84832.1790	85537.4365	86242.4711	86947.5057
	1400.8703	1427.9827	1455.1037	1482.2247	1509.3371	1536.4667	1563.5834	1577.1503	1590.7087	1604.2713	1617.8254	1631.3881	1644.9507	1658.5091	1672.0674
	35.0218	35.6996	36.3776	37.0556	37.7334	38.4117	39.0896	39.4288	39.7677	40.1068	40.4456	40.7847	41.1238	41.4627	41.8017
22	74978.6351	76431.2783	77884.1444	79337.2335	80790.3225	82243.1886	83695.6089	84422.4877	85148.9208	85875.5768	86602.2327	87328.4429	88055.0988	88781.5319	89507.7420
	1441.8968	1469.8323	1497.7720	1525.7160	1553.6600	1581.5998	1609.5309	1623.5094	1637.4792	1651.4534	1665.4276	1679.3931	1693.3673	1707.3372	1721.3072
	36.0474	36.7458	37.4443	38.1429	38.8415	39.5400	40.2383	40.5877	40.9370	41.2863	41.6357	41.9848	42.3342	42.6834	43.0326
23	77358.7677	78864.9071	80365.4739	81917.3079	83366.8305	84867.3973	86368.8558	87119.1392	87869.6455	88619.7060	89370.2124	90120.2729	90870.5563	91621.0626	92374.0209
	1487.6686	1516.6328	1545.4899	1575.3328	1603.2083	1632.0653	1660.9395	1675.3681	1689.8009	1704.2251	1718.6579	1733.0822	1747.5107	1761.9435	1776.4235
	37.1917	37.9158	38.6372	39.3833	40.0802	40.8016	41.5235	41.8842	42.2450	42.6056	42.9664	43.3271	43.6878	44.0486	44.4106
24	80041.1536	81595.4394	83149.5024	84704.0112	86258.0742	87812.1372	89366.2002	90143.9003	90920.7089	91697.7404	92474.9948	93251.8034	94029.2807	94806.5351	95583.3437
	1539.2530	1569.1431	1599.0289	1628.9233	1658.8091	1688.6949	1718.5808	1733.5365	1748.4752	1763.4181	1778.3653	1793.3039	1808.2554	1823.2026	1838.1412
	38.4813	39.2286	39.9757	40.7231	41.4702	42.2174	42.9645	43.3384	43.7119	44.0855	44.4591	44.8326	45.2064	45.5801	45.9535
25	83042.2872	84656.3105	86342.7764	87884.8028	89493.0489	91113.2951	92727.7641	93534.8872	94342.0102	95149.1333	95956.2564	96763.6024	97570.2796	98377.6256	99184.5258
	1596.9671	1628.0660	1660.4380	1690.0924	1721.1356	1752.1788	1783.2262	1798.7478	1814.2694	1829.7910	1845.3126	1860.8385	1876.3515	1891.8774	1907.3947
	39.9242	40.7001	41.5110	42.2523	43.0284	43.8045	44.5807	44.9687	45.3567	45.7448	46.1328	46.5210	46.9088	47.2969	47.6849
26	86404.5199	88086.3049	89767.1983	91448.9834	93130.7684	94812.1076	96493.4468	97334.2279	98174.7861	99015.5671	99856.3482	100697.3522	101538.1332	102378.6914	103219.4724
	1661.6254	1693.9674	1726.2923	1758.6343	1790.9763	1823.3098	1855.6432	1871.8121	1887.9767	1904.1455	1920.3144	1936.4875	1952.6564	1968.8210	1984.9899
	41.5406	42.3492	43.1573	43.9659	44.7744	45.5827	46.3911	46.7953	47.1994	47.6036	48.0079	48.4122	48.8164	49.2205	49.6247
27	90165.2988	91922.2013	93678.8810	95435.5606	97192.4631	98948.9198	100705.8224	101584.0507	102462.7249	103340.7304	104219.4045	105097.4100	105975.6384	106853.8667	107732.5409
	1733.9481	1767.7346	1801.5169	1835.2992	1869.0858	1902.8638	1936.6504	1953.5394	1970.4370	1987.3217	2004.2193	2021.1040	2037.9930	2054.8821	2071.7796
	43.3487	44.1934	45.0379	45.8825	46.7271	47.5716	48.4163	48.8385	49.2609	49.6830	50.1055	50.5276	50.9498	51.3721	51.7945
28	94360.2881	96201.0013	98041.4915	99882.2047	101723.3636	103563.4081	105403.8983	106324.4778	107219.4237	108165.1910	109085.3246	110005.6812	110925.5920	111846.1715	112771.4319
	1814.6209	1850.0193	1885.4133	1920.8116	1956.2185	1991.6040	2026.9980	2044.7015	2061.9120	2080.0998	2097.7947	2115.4939	2133.1845	2150.8879	2168.6814
	45.3655	46.2505	47.1353	48.0203	48.9055	49.7901	50.6750	51.1175	51.5478	52.0025	52.4449	52.8873	53.3296	53.7722	54.2170
30	103068.8898	105083.8246	107098.4843	109113.4190	110884.9443	113142.7384	115157.6731	116164.8654	117172.3328	118179.5251	119187.2675	120194.4599	121201.6522	122209.3946	123216.5869
	1982.0940	2020.8428	2059.5862	2098.3350	2132.4028	2175.8219	2214.5706	2233.9397	2253.3141	2272.6832	2292.0628	2311.4319	2330.8010	2350.1807	2369.5497
	49.5524	50.5211	51.4897	52.4584	53.3101	54.3955	55.3643	55.8485	56.3329	56.8171	57.3016	57.7858	58.2700	58.7545	59.2387

AFSCME	Table for FY 22														
With 3.00% increase from FY 21															
Year 4															
Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	33068.6526	33682.1107	34295.1096	34908.7973	35522.0258	36135.9431	36749.1717	37362.1706	37975.6287	38588.1292	39201.7248	39815.2733	40428.7718	41042.2703	41655.7688
	635.9356	647.7329	659.5213	671.3230	683.1159	694.9220	706.7148	718.5033	730.3006	742.0963	753.8951	765.6938	777.4925	789.2912	801.0900
	15.8984	16.1933	16.4880	16.7831	17.0779	17.3730	17.6679	17.9626	18.2574	18.5523	18.8474	19.1423	19.4372	19.7321	20.0270
7	34239.5494	34876.4255	35513.3015	36149.1784	36786.0549	37423.7001	38060.5761	38697.4526	39334.3291	39971.2056	40608.0821	41244.9586	41881.8351	42518.7116	43155.5881
	658.4529	670.7005	682.9481	695.1869	707.4301	719.6865	731.9342	744.1774	756.4206	768.6638	780.9070	793.1502	805.3934	817.6366	829.8798
	16.4613	16.7675	17.0737	17.3797	17.6858	17.9922	18.2984	18.6044	18.9105	19.2166	19.5228	19.8289	20.1350	20.4411	20.7472
8	35517.4341	36180.0240	36842.3842	37504.2853	38166.8752	38828.7763	39491.5958	40153.9560	40816.3163	41478.6766	42141.0369	42803.3972	43465.7575	44128.1178	44790.4781
	683.0276	695.7697	708.5074	721.2363	733.9784	746.7072	759.4538	772.1915	784.9292	797.6669	810.4046	823.1423	835.8800	848.6177	861.3554
	17.0757	17.3942	17.7127	18.0309	18.3495	18.6677	18.9863	19.3048	19.6232	19.9417	20.2601	20.5786	20.8971	21.2156	21.5341
9	36901.6178	37591.7582	38281.8986	38971.5798	39661.9498	40351.8606	41042.0009	41732.3709	42422.0521	43111.9629	43801.6441	44491.5253	45181.4065	45871.2877	46561.1689
	709.6465	722.9184	736.1904	749.4535	762.7298	775.9973	789.2692	802.5456	815.8219	829.0982	842.3745	855.6508	868.9271	882.2034	895.4797
	17.7412	18.0730	18.4048	18.7363	19.0682	19.3999	19.7317	20.0636	20.3952	20.7269	21.0585	21.3901	21.7218	22.0534	22.3851
10	38498.8589	39220.6824	39942.9650	40664.7885	41386.8415	42109.1242	42830.7181	43553.0007	44274.8242	44996.6477	45718.7007	46440.5233	47162.6363	47884.7493	48606.8623
	740.3627	754.2439	768.1339	782.0152	795.9008	809.7908	823.6677	837.5577	851.4389	865.3201	879.2013	893.0825	906.9637	920.8449	934.7261
	18.5091	18.8561	19.2033	19.5504	19.8975	20.2448	20.5917	20.9389	21.2860	21.6330	21.9801	22.3272	22.6743	23.0214	23.3685
11	40309.1573	41067.4852	41825.8131	42583.6818	43342.2393	44100.1080	44858.4359	45616.5942	46374.6325	47132.9604	47891.0588	48649.1572	49407.2556	50165.3540	50923.4524
	775.1761	789.7593	804.3426	818.9170	833.5046	848.0790	862.6622	877.2410	891.8199	906.4031	920.9820	935.5609	950.1398	964.7187	979.2976
	19.3794	19.7440	20.1086	20.4729	20.8376	21.2020	21.5666	21.9310	22.2955	22.6601	23.0245	23.3889	23.7533	24.1177	24.4821
12	42332.2834	43131.2483	43929.5244	44728.7189	45526.9951	46410.9074	47124.4657	47923.2010	48721.7068	49520.4034	50319.1774	51117.9514	51916.7254	52715.4994	53514.2734
	814.0824	829.4471	844.7985	860.1677	875.5191	892.5174	906.2397	921.6000	936.9559	944.7001	952.3162	959.9941	967.6765	975.3589	983.0413
	20.3521	20.7362	21.1200	21.5042	21.8880	22.3129	22.6560	23.0400	23.4239	23.8079	24.1919	24.5758	24.9597	25.3437	25.7276
13	44568.9259	45411.7421	46255.2470	47099.2111	47942.0272	48785.7617	49629.2666	50472.0828	51315.3581	52159.0926	53002.1383	53845.3836	54688.6289	55531.8742	56375.1195
	857.0947	873.3027	889.5240	905.7541	921.9621	938.1877	954.4090	962.5196	986.8338	994.9488	1003.0595	1011.1701	1019.2719	1027.3737	1035.4755
	21.4274	21.8326	22.2381	22.6439	23.0491	23.4547	23.8602	24.2654	24.6683	25.0715	25.4743	25.8771	26.2800	26.6828	27.0857
14	47124.9249	48019.6278	48913.6420	49808.5745	50703.0479	51597.9804	52491.9946	52939.4609	53386.9272	53833.9343	54281.1709	54727.9484	55175.6443	55622.6514	56069.8881
	906.2486	923.4544	940.6470	957.8572	975.0586	992.2689	1009.4614	1018.0666	1026.6717	1035.2680	1043.8687	1052.4605	1061.0701	1069.6664	1078.2671
	22.6562	23.0864	23.5162	23.9464	24.3765	24.8067	25.2365	25.4517	25.6668	25.8817	26.0967	26.3115	26.5268	26.7417	26.9567
15	49999.5914	50951.4617	51903.3320	52855.4318	53807.3021	54759.4019	55711.0426	56187.2073	56663.1425	57139.3072	57615.7015	58091.1775	58567.1126	59043.5069	59519.2124
	961.5306	979.8358	998.1410	1016.4506	1034.7558	1053.0654	1071.3662	1089.6758	1098.8328	1098.8328	1107.9943	1117.1380	1126.2906	1135.4521	1144.6002
	24.0383	24.4959	24.9535	25.4113	25.8689	26.3266	26.7842	27.2419	27.4708	27.4708	27.9285	28.3863	28.8441	29.3019	29.7597
16	53194.3032	54209.5396	55225.6944	56241.3900	57257.5448	58273.4700	59289.1656	59797.2430	60305.9090	60812.9387	61321.0161	61829.0935	62336.9413	62844.7891	63352.6369
	1022.9674	1042.4911	1062.0326	1081.5652	1101.1066	1120.6437	1140.1763	1149.9470	1159.7133	1169.4796	1179.2503	1189.0210	1198.7873	1208.5536	1218.3199
	25.5742	26.0623	26.5508	27.0391	27.5277	28.0161	28.5044	28.7487	28.9928	29.2370	29.4813	29.7255	29.9697	30.2138	30.4580
17	56708.6008	57793.8615	58880.4997	59966.6787	61054.2353	62061.2065	63224.7566	63768.1905	64310.9556	64853.9103	65397.3442	65940.3189	66483.2937	67026.7275	67569.9319
	1090.5500	1111.4204	1132.3173	1153.2054	1174.1199	1193.4847	1215.8607	1226.3114	1236.7488	1247.1906	1257.6412	1268.0831	1278.5249	1288.9755	1299.4218
	27.2638	27.7855	28.3079	28.8301	29.3530	29.8371	30.3965	30.6578	30.9187	31.1798	31.4410	31.7021	31.9631	32.2244	32.4855
18	60648.0948	61813.2519	62977.9499	64142.8775	65307.8051	66472.9622	67637.8998	68220.3536	68802.8174	69385.2811	69967.5153	70549.7495	71132.4429	71714.9067	72297.8297
	1166.3095	1188.7164	1211.1144	1233.5169	1255.9193	1278.3262	1300.7286	1311.9299	1323.1311	1334.3323	1345.5291	1356.7260	1367.9316	1379.1328	1390.3429
	29.1577	29.7179	30.2779	30.8379	31.3980	31.9582	32.5182	32.7982	33.0783	33.3583	33.6382	33.9181	34.1983	34.4783	34.7586
19	65698.1040	66963.5910	68229.7667	69495.9424	70761.6589	72027.8346	73293.5512	73926.5242	74559.7269	75192.4704	75825.6730	76458.1869	77091.3895	77724.5922	78357.5653
	1263.4251	1287.7614	1312.1109	1336.4604	1360.8011	1385.1507	1409.4914	1421.6639	1433.8409	1446.0090	1458.1860	1470.3497	1482.5267	1494.7037	1506.8763
	31.5856	32.1940	32.8028	33.4115	34.0200	34.6288	35.2373	35.5416	35.8460	36.1502	36.4547	36.7587	37.0632	37.3676	37.6719

AFSCME	Table for FY 22														
With 3.00% increase from FY 21															
Year 4															
Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
20	71259.4049	72636.0122	74013.5379	75391.2932	76768.1302	78145.4263	79522.7224	80900.0185	82276.8555	83654.1516	85030.9886	86407.8256	87784.6626	89161.4996	90538.3366
	1370.3732	1396.8464	1423.3373	1449.8326	1476.3102	1502.7967	1529.2831	1555.7663	1582.2472	1608.7337	1635.2113	1661.6939	1688.1765	1714.6591	1741.1417
	34.2593	34.9212	35.5834	36.2458	36.9078	37.5699	38.2321	38.8939	39.5562	40.2183	40.8803	41.5424	42.2045	42.8666	43.5287
21	75030.6111	76482.7528	77935.3536	79387.9545	80840.0962	82293.1562	83745.5275	85198.3579	86650.7292	88103.5596	89555.9309	91008.3022	92460.6735	93913.0448	95365.4161
	1442.8964	1470.8222	1498.7568	1526.6914	1554.6172	1582.5607	1610.4909	1638.4300	1666.3602	1694.2992	1722.2394	1750.1796	1778.1198	1806.0599	1834.0001
	36.0724	36.7706	37.4689	38.1673	38.8654	39.5640	40.2623	40.9607	41.6590	42.3575	43.0557	43.7540	44.4524	45.1507	45.8491
22	77227.9942	78724.2167	80220.6688	81717.3505	83214.0321	84710.4842	86206.4772	87703.3884	89200.2997	90696.7518	92192.9743	93689.1968	95185.4193	96681.6418	98177.8643
	1485.1537	1513.9272	1542.7052	1571.4875	1600.2698	1629.0476	1657.8169	1686.6036	1715.3904	1744.1683	1772.9418	1801.7143	1830.4868	1859.2593	1888.0318
	37.1288	37.8482	38.5676	39.2872	40.0067	40.7262	41.4454	42.1651	42.8848	43.6042	44.3235	45.0429	45.7622	46.4816	47.2009
23	79679.5308	81230.8543	82776.4381	84324.8271	85867.8354	87413.4193	88959.9215	90508.7349	92059.2447	93609.3575	95159.4703	96709.5831	98259.6959	99809.8087	101359.9215
	1532.2987	1562.1318	1591.8546	1622.5928	1651.3045	1681.0273	1710.7677	1740.4949	1770.2177	1800.0306	1829.8434	1859.6562	1889.4690	1919.2818	1949.0946
	38.3075	39.0533	39.7964	40.5648	41.2826	42.0257	42.7692	43.5124	44.2554	45.0000	45.7446	46.4892	47.2338	47.9784	48.7230
24	82442.3882	84043.3026	85643.9875	87245.1315	88845.8164	90446.5013	92047.1862	93648.2174	95248.7000	96849.3575	98449.3575	100049.3575	101649.3575	103249.3575	104849.3575
	1585.4305	1616.2174	1646.9998	1677.7910	1708.5734	1739.3558	1770.1382	1800.9294	1831.7162	1862.5031	1893.2855	1924.0723	1954.8591	1985.6459	2016.4327
	39.6358	40.4054	41.1750	41.9448	42.7143	43.4839	44.2535	45.0232	45.7929	46.5626	47.3322	48.1018	48.8714	49.6410	50.4106
25	85533.5558	87195.9998	88933.0597	90521.3468	92184.0704	93846.6939	95509.5970	97172.2706	98834.9441	100497.3880	102160.0616	103822.7352	105485.4088	107148.0824	108810.7560
	1644.8761	1676.8461	1710.2511	1740.7951	1772.7696	1804.7441	1836.7230	1868.6975	1900.6720	1932.6421	1964.6166	1996.5911	2028.5656	2060.5401	2092.5146
	41.1219	41.9212	42.7563	43.5199	44.3192	45.1186	45.9181	46.7174	47.5168	48.3161	49.1154	49.9148	50.7141	51.5135	52.3129
26	88996.6555	90728.8941	92460.2143	94192.4529	95924.6914	97656.4708	99388.2502	101120.0296	102852.0386	104584.2772	106316.0566	108047.8360	109779.6154	111511.3948	113243.1742
	1711.4741	1744.7864	1778.0810	1811.3933	1844.7056	1878.0091	1911.3125	1944.6160	1977.9238	2011.2361	2044.5396	2077.8430	2111.1464	2144.4498	2177.7532
	42.7869	43.6197	44.4520	45.2848	46.1176	46.9502	47.7828	48.6154	49.4481	50.2809	51.1135	51.9461	52.7787	53.6113	54.4439
27	92870.2578	94679.8674	96489.2474	98298.6274	100108.2370	101917.3874	103726.9970	104631.5723	105536.6067	106440.9523	107345.9867	108250.3323	109154.9075	110059.4827	110964.5171
	1785.9665	1820.7667	1855.5624	1890.3582	1925.1584	1959.9498	1994.7499	2029.5501	2064.3459	2099.1328	2133.9330	2168.7281	2203.5233	2238.3185	2273.1137
	44.6492	45.5192	46.3891	47.2590	48.1290	48.9987	49.8687	50.7388	51.6086	52.4783	53.3483	54.2183	55.0883	55.9583	56.8283
28	97191.0967	99087.0313	100982.7363	102878.6708	104775.0645	106670.3103	108566.0153	109514.2121	110436.0064	111410.1467	112357.8844	113305.8516	114253.3597	115201.5566	116154.5748
	1869.0596	1905.5198	1941.9757	1978.4360	2014.9051	2051.3521	2087.8080	2106.0425	2123.7694	2142.5028	2161.2285	2179.9587	2198.6849	2217.4116	2236.1383
	46.7265	47.6380	48.5494	49.4609	50.3726	51.2838	52.1952	52.6511	53.0942	53.5626	54.0182	54.4740	54.9295	55.3854	55.8435
30	106160.9565	108236.3393	110311.4388	112386.8216	114211.4927	116537.0205	118612.4033	119649.8114	120687.5028	121724.9109	122762.8856	123800.2937	124837.7018	125875.6764	126913.0845
	2041.5569	2081.4681	2121.3738	2161.2850	2196.3749	2241.0965	2281.0078	2300.9579	2320.9135	2340.8637	2360.8247	2380.7749	2400.7250	2420.6751	2440.6252
	51.0389	52.0367	53.0343	54.0321	54.9094	56.0274	57.0252	57.5239	58.0228	58.5216	59.0206	59.5194	60.0181	60.5172	61.0159

APPENDIX D
COMPENSATORY TIME

(a) Compensatory time

(1) Employees of a public agency which is a State, a political subdivision of a State, or an interstate governmental agency may receive, in accordance with this subsection and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment of which overtime compensation is required by this section.

(2) A public agency may provide compensatory time under paragraph (1) only –

(A) pursuant to –

- (i) applicable provisions of a collective bargaining agreement, memorandum of understanding, or any other agreement between the public agency and representatives of such employees; or
- (ii) in the case of employees not covered by subclause (i), an agreement or understanding arrived at between the employer and employee before the performance of the work; and

(B) if the employee has not accrued compensatory time in excess of the limit applicable to the employee prescribed by paragraph (3). In the case of employees described in clause (AXii) hired prior to April 15, 1986, the regular practice in effect on April 15, 1986, with respect to compensatory time off for such employees in lieu of the receipt of overtime compensation, shall constitute an agreement or understanding under such clause (AXii). Except as provided in the previous sentence, the provision of compensatory time off to such employees for hours worked after April 14, 1986, shall be in accordance with this subsection.

(3) (A) If the work of an employee for which compensatory time may be provided included work in a public safety activity, an emergency response activity, or a seasonal activity, the employee engaged in such work may accrue not more than 480 hours of compensatory time for hours worked after April 15, 1986. If such work was any other work, the employee engaged in such work may accrue not more than 240 hours of compensatory time for hours worked after April 15, 1986. Any such employee who, after April 15, 1986, has accrued 480 or 240 hours, as the case may be, of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

(B) If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

(4) An employee who has accrued compensatory time off authorized to be provided under paragraph (1) shall, upon termination of employment, be paid for the unused compensation time at a rate of compensation not less than –

- (A) the average regular rate received by such employee during the last three years of the employee's employment, or
 - (B) the final regular rate received by such employee, whichever is higher.

- (5) An employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency –
 - (A) who has accrued compensatory time off authorized to be provided under paragraph (1), and
 - (B) who has requested the use of such compensatory time, shall be permitted by the employee's employer to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the public agency.

- (6) For purposes of this subsection –
 - (A) the term "overtime compensation" means the compensation required by subsection (a), and
 - (B) the terms "compensatory time" and "compensatory time off" mean hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate.

**APPENDIX E
PARKING ATTENDANTS AND
PARKING OPERATIONS SHIFT LEADERS**

PARKING ATTENDANTS

Hired on or before July 1, 1999

Cornish, Charles E.

Perry, John S.

Roberts, Richard R.

TERMINATION/
RESIGNATION

APPENDIX F

BURLINGTON EMPLOYEES RETIREMENT SYSTEM
CLASS B MEMBERS

Early Retirement Factors

Age of Retiree	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
35	0.356	0.359	0.362	0.365	0.368	0.371	0.375	0.378	0.381	0.384	0.387	0.390
36	0.393	0.396	0.400	0.403	0.406	0.410	0.413	0.416	0.420	0.423	0.426	0.430
37	0.433	0.437	0.441	0.444	0.448	0.452	0.456	0.459	0.463	0.467	0.471	0.474
38	0.478	0.482	0.487	0.491	0.495	0.499	0.504	0.508	0.512	0.516	0.521	0.525
39	0.529	0.534	0.538	0.543	0.548	0.552	0.557	0.562	0.566	0.571	0.576	0.580
40	0.585	0.590	0.596	0.601	0.606	0.612	0.617	0.622	0.628	0.633	0.638	0.644
41	0.649	0.655	0.661	0.667	0.673	0.679	0.685	0.691	0.697	0.703	0.709	0.715
42	0.721	0.728	0.735	0.742	0.748	0.755	0.762	0.769	0.776	0.783	0.789	0.796
43	0.803	0.811	0.818	0.826	0.834	0.841	0.849	0.857	0.864	0.872	0.880	0.887
44	0.895	0.904	0.913	0.921	0.930	0.939	0.948	0.956	0.965	0.974	0.983	0.991
45	1.000											