

AGREEMENT

By and between the

CITY OF BURLINGTON ELECTRIC LIGHT DEPARTMENT

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO CLC  
LOCAL No. 300

Effective Date

July 1, 2018 – June 30, 2022

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**PREAMBLE**

This Agreement is made and entered into this\_\_day of August, 2018 and, except as otherwise provided, effective as of July 1, 2018, by and between the City of Burlington Electric Light Department (hereinafter referred to as the "Department") and Local Union 300 of the International Brotherhood of Electrical Workers, AFL-CIO CLC, (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, a majority of the employees of the Department in the collective bargaining unit to be covered by the terms of this Agreement have designated the Union as a collective bargaining representative for all employees in the unit in matters pertaining to wages, hours and working conditions, and;

WHEREAS, the parties hereto desire to establish certain conditions and procedures under which employees shall work for the Department during the term of this Agreement and desire to agree upon the mutual employment relations between the parties for the purpose of securing harmonious cooperation and the settling, by peaceful means, of all disputes that may arise in the employee-employer relationship;

WHEREAS, it is the purpose of the parties to promote harmony, efficiency and productivity in the workforce so that the Department and IBEW may obtain mutual economic advantages,

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

**MANAGEMENT AND UNION RELATIONS**

**ARTICLE I RECOGNITION**

The Department recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all regular full-time and reduced-time employees, excluding supervisory, confidential, professional, temporary, and part-time employees as hereinafter defined in the appropriate unit certified by the Vermont Labor Relations Board (VLRB), Docket No. 94-63, dated February 2, 1995.

See Appendix A, attached hereto and incorporated herein, for a listing of covered positions.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Department shall have the sole right to manage its operations. The Department shall have all rights and prerogatives subject only to express restrictions of such rights as provided in this Agreement. By way of illustration but not by way of limitation, the Department retains 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 Department, 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 transfer, re-assign or lay off employees due to lack of work, funds, operational efficiencies, 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 Department, affecting the public health, safety and welfare.

It is further agreed that such functions of the Department as are enumerated herein shall not be deemed to exclude other functions of the Department not enumerated herein. The above reference to "transfers" relates to transfers within the Department.

**ARTICLE III**  
**NO STRIKE/NO LOCKOUT**

The Department 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 Department. During the term of this Agreement, neither the Department nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement. 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.

**ARTICLE IV**  
**NON-DISCRIMINATION**

The Department and the Union agree not to tolerate unlawful harassment or discrimination against any employee in violation of any state or federal statute or municipal ordinance, particularly on the basis 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. Wherever in the Agreement the term "his" or "her" appears in reference to an employee or the use of the word "man" or "woman" in any title such as "Draftsman" or "Draftswoman", it shall be deemed to include all employees.

**ARTICLE V**  
**UNION SECURITY**

An employee may consent in writing to the authorization of the deduction of Union dues from his or her wages and to the designation of the Union as the recipient thereof. Such consent shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving the notice referenced in the form to be utilized for such purpose, which is attached hereto and incorporated herein as Appendix B.

**ARTICLE VI**  
**SENIORITY**

**6.1 Defined**

Seniority is herein defined as an employee's length of continuous full-time service in a BED position represented by the IBEW, less any adjustments due to layoffs or other breaks in service caused by termination of seniority specified in Section 6.2. Initial probationary employees shall have no seniority rights during such period. If retained as a regular employee, seniority shall date from his/her first date of continuous employment.

**6.2 Loss of Seniority**

The departmental seniority list shall be updated no later than January 1st of each year. Such list shall be posted on the Departmental bulletin boards and a copy sent to the Union. Any employee aggrieved by his/her placement on the seniority list may appeal through the grievance procedure.

- (a) Seniority for all purposes shall be terminated for any of the following reasons:
- i. Voluntary quit;
  - ii. Discharge for just cause;
  - iii. Failure to report for work within five (5) working days after notice of recall is given; however, if the Department is advised by the recalled employee, either in person or in writing, within said period that s/he 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 his/her immediate family;
  - iv. Absence for three (3) consecutive working days without reporting to the Department unless impossible to do so;

- v. Failure to report for work at the end of a leave of absence or extension thereof;
- vi. Failure to be recalled from lay-off for a period of twenty-four (24) months;
- vii. Failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months;
- viii. 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.

(b) General Principle

Unless otherwise specifically provided herein, seniority will be utilized as a tie- breaking factor in the making of departmental decisions.

- (c) Promotion outside of the bargaining unit shall have the same go-back rights as addressed in Section 12.1 of this agreement.

## COMPENSATION AND BENEFITS

### ARTICLE VII COMPENSATION

#### **7.1 Wage Increases**

For all IBEW bargaining unit members employed by BED as of the date of execution of this Agreement, the pay grades for each position that is covered by this agreement shall be increased by the following percentages:

Retroactive to July 1, 2018, for the positions in effect during that period, two percent (2%);

Beginning July 1, 2019, for the positions in effect as of that date, three percent (3%);

Beginning July 1, 2020, for the positions in effect as of that date, three percent (3%);

Beginning July 1, 2021, for the positions in effect as of that date, three percent (3%).

The pay grades for each covered employee as adjusted by such above described increases shall be attached hereto and incorporated herein as Appendix A.

As of the date of execution of this Agreement, the following positions will be modified as follows:

- a. Station Operators will be reclassified from Grade 9 to Grade 10 and a Senior Station Operator position will be created at Grade 11;
- b. Auxiliary Operators will be reclassified from Grade 7 to Grade 8;
- c. A new position of Line Worker A will be created above Line Worker 1<sup>st</sup> Class and below Working Crew Leader - Line at a market factor adjusted range of [insert actual range = +\$2.00/hr above 1<sup>st</sup> class max]; and
- d. Working Crew Leader – Technicians will receive a market factor adjusted range of [insert actual range +\$1.50/hr of current].

The Department's Finance division will be reviewed for tiered positions (see Section 7.17) and updated job descriptions before December 1, 2018.

~~As of the date of execution of this Agreement, the following positions will receive market factor adjustments that will result in the following new ranges:~~

<del>Working Crew Leader – Distribution</del>	<del>\$53,317</del>	<del>\$90,709</del>
<del>Lineworker First Class</del>	<del>\$49,746</del>	<del>\$82,234</del>
<del>Working Crew Leader – Engineering Technician</del>	<del>\$52,227</del>	<del>\$85,393</del>
<del>Working Crew Leader – Inspector</del>	<del>\$50,231</del>	<del>\$79,707</del>
<del>Working Crew Leader – Metering</del>	<del>\$50,231</del>	<del>\$79,707</del>
<del>Power Systems Coordinator</del>	<del>\$46,100</del>	<del>\$82,867</del>
<del>Energy Services Specialist</del>	<del>\$40,310</del>	<del>\$73,290</del>

~~Incumbent employees in the following positions will retain their existing salary ranges, but if the incumbent leaves the position, the following positions will be subject to a market factor study:~~

~~Engineering Designer~~  
~~Electrician First Class – Lead Worker~~  
~~Station Operator~~

~~Senior Network Analyst~~  
~~Senior Programmer Analyst~~  
~~Senior Database Administrator.~~

The compensation for individuals who work less than forty (40) hours, but more than thirty-six (36) hours, will be appropriately adjusted to proportionately reflect hours worked.

A one-time bonus of \$325 (minus any required tax or related withholdings) shall be paid to all IBEW bargaining unit members employed by the City on the date of execution of this Agreement. This bonus shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law, and no retirement or health insurance contribution will be subtracted from it.

A one-time bonus of \$325 (minus any required tax or related withholdings) shall be paid to all IBEW bargaining unit members employed by the City on July 1, 2019. This bonus shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law, and no retirement or health insurance contribution will be subtracted from it.

## **7.2 Exempt Compensatory Time**

### **(a) Purpose**

The purpose of this policy is to provide a fair and consistent method for recording and using compensatory time. Normally, the responsibilities associated with exempt positions are not restricted to specific hours and often require additional hours or attendance at evening meetings, which are beyond the normal forty (40) hour work week. While providing compensatory time for an exempt employee is not federally mandated, the Department offers the benefit to an eligible employee in an attempt to provide a measure of flexibility in the scheduling of his/her time and to balance what may be an uneven distribution of work hours.

### **(b) Eligibility**

Compensatory time under this policy is available to an employee who is paid on a weekly basis (i.e., covered salaried employee) exempt from the Fair Labor Standards Act (FLSA).

(c) Accrual Rate

The Department will provide compensatory time off on an hour-for-hour worked basis for actual hours worked in excess of the standard forty (40) hour workweek.

Compensatory time may be accrued up to a rolling maximum of eighty (80) hours which can be carried over between fiscal years. As hours are used, additional compensatory time may be accrued up to the eighty (80) hour maximum.

In no case shall there be monetary compensation for accumulated compensatory time.

(d) Calculating Accruals

All hours actually spent working, plus any approved paid leave (including sick, vacation, personal and holiday time) count as “hours worked” for the purposes of computing compensatory hours earned. Comp time taken shall NOT be counted as “hours worked” for the purpose of computing compensatory hours earned.

Example: 36 hours worked + 8 hours paid sick = 44 actual hours worked (4 hours accrued comp time, assuming a 40 hour week)

34 hours worked + 8 hours comp time taken = 34 hours worked (0 hours accrued comp time)

(e) Other Benefit Hours

If an employee uses sick, vacation, personal, holiday, or other paid approved leave, but then works additional hours during that week, only the difference between the hours actually worked and the regularly scheduled hours are to be charged against the employee’s accumulated benefit (vacation, sick, personal, etc.) time.

Example: 40 regularly scheduled hours; 1 day (8 hours) sick; 34 actual hours worked = 6 hours to be taken from accrued benefit hours (sick, vacation, personal, etc.)

(f) Procedures

The compensatory time benefit will be available to an eligible employee only under the following conditions:

All overtime hours must be approved in advance by the Department Head or his/her designee and documented on the time sheet for the week in which they were worked. A Department Head and supervisor may make arrangements for implied pre-approval for emergency situations. The Department Head or his/her designee must initial any time sheet which records overtime hours.

Use of compensatory time must be pre-approved by the Department Head or his/her designee and must be taken at such time so as not to unduly disrupt the operation of the department.

No more than forty (40) consecutive hours of compensatory time may be taken at a time.

An employee is encouraged to take compensatory time off within two (2) weeks of when the time was earned. If unique Department circumstances make it impossible or impractical for an employee to use his/her accrued time within two weeks, it should be taken as soon as possible thereafter.

### **7.3 Non-Exempt Compensatory Time**

Refer to “Overtime and Premium Pay” (Section 7.7) below for general overtime guidelines.

- (a) In accordance with the Fair Labor Standards Act (FLSA), non-exempt (hourly) employees may be given the option of receiving compensatory time off in lieu of overtime payments. Such compensatory time shall be accrued at the same rate (one and a half (1½) hours per each overtime hour worked) as an employee would receive for overtime payments.

Employees earning double time and double and one-half overtime will continue to be paid overtime.

- (b) Compensatory time may be accrued up to a rolling maximum of forty, (40) hours, which can be carried over between fiscal years. Once the maximum is reached, the employee will no longer accrue any additional compensatory time, and will automatically receive overtime pay for any hours worked over forty, (40) hours in a single work- week.
- (c) Employees choosing this option must sign an agreement (forms available in the HR or Payroll Area) accepting the choice of compensatory time in lieu of overtime payments. After such agreement form has been signed and filed in Human Resources, an employee may choose to accrue compensatory time off in lieu of overtime payment on a case-by-case basis, as documented and signed by said employee on his/her weekly time sheet.
- (d) Use of compensatory time must be pre-approved by the supervisor and must be taken at such time as to not unduly disrupt the operation of the Department. (At least 24-hours of advance notice is recommended).
- (e) The employee must record all compensatory time on his/her time sheet for the week in which it was earned.
- (f) The signed agreement form will be filed in the employee's personnel file. Election of compensatory time off in lieu of overtime payments may be updated as regulations dictate.
- (g) At any time, the Department reserves the right to pay out any unused compensatory time at the employee's current rate of pay.

#### **7.4 Wage Compensation**

- (a) There shall be a minimum and maximum wage compensation established for each job classification.
- (b) A new employee, as well as a continuing employee newly assigned to a different job classification, shall have his/her starting wage compensation established based on such employee's education, training, prior work experience, and other relevant factors. The starting wage compensation

shall be within the range for the job classification. The restriction of the immediately preceding sentence need not apply in the event of a transfer for the Department's benefit.

- (c) The minimum and maximum of each job classification wage compensation range shall be increased by the percentage of the agreed upon pay increase.

## **7.5 Merit Pay**

- (a) An employee who is not at the maximum rate of pay for his/her job classification shall be eligible for consideration for a performance-related wage compensation increment.
- (b) Consideration for a merit pay increase or decrease shall occur upon completion of an Employee Performance Planning & Review document by an employee's immediate supervisor and review of such documents by the employee. A merit pay increase or decrease must be approved by the employee's supervisor(s), Sector Manager, and General Manager.
- (c) Consideration for a merit pay increase or decrease shall be made at the end of each six (6) months of employment from the date of hire, date of last change of job classification, or granting of a merit pay increase, whichever is later. If a decision on merit increase eligibility pursuant to an Employee Performance Planning and Review Document is not completed when due, the affected employee or the Union may submit a written demand for its completion. If it is not completed within 30 working days after such written demand, \$200 will be added to the amount due to the employee. The \$200 shall not be payable, however, if the evaluation is not completed as a result of the unavailability of the affected employee, or if the employee has not presented required materials to his/her supervisor in a timely manner.
- (d) A regular part time or limited service employee may be considered for a merit pay increase or decrease, after completion of each 1,040 hours (the equivalent of 6 months) of regularly scheduled work.
- (e) The normal merit pay increase or decrease for an exempt and non-exempt employee shall be equal to zero percent (0%) to three percent (3%) of the maximum for such employee's job classification.

- (f) In no event shall the granting of a merit pay increase provide the employee a wage compensation which exceeds the maximum for the employee's job classification.

## **7.6 Employee Performance Planning and Review**

All employees shall receive an Employee Performance Planning and Review yearly, if at maximum of pay grade. If an Employee Performance Planning and Review Document is not completed when due, the affected employee or the Union may submit a written demand for its completion. The Department must then complete the review within 30 working days thereafter or the Employee shall be regarded as having met all employment expectations for the period under review.

## **7.7 Overtime and Premium Pay**

This overtime and premium pay section covers those employees who are defined as hourly (non-exempt) and are covered by the Fair Labor Standards Act (FLSA).

- (a) Overtime work is defined as time worked outside an employee's established working schedule, or time worked beyond forty (40) hours in a single workweek, or time worked beyond eight (8) hours in a single workday. An employee whose normal schedule calls for more than eight (8) hours of work in a single work day, or whose schedule is changed for the convenience of the employee, shall not be entitled to overtime compensation unless such employee works more than forty (40) hours in a single work week. Travel time to and from the work place shall not be considered time worked, except when working in an emergency situation for another utility.
- (b) Unless otherwise established by these policies, the overtime rate of pay for employees shall be at the rate of one and one-half (1 1/2) times the straight time rate for all overtime work.

## **7.8 Double Time Pay**

- (a) A non-shift employee, except an employee assigned to Sunday work as part of his/her scheduled forty (40) hour workweek, shall be paid at twice the regular rate of pay for all Sunday work. See 9.4 for shift workers.
- (b) A non-shift employee assigned to work on Sunday as part of his/her scheduled forty (40) hour work week, shall be paid at twice the regular rate of pay for all work performed on his/her second consecutive day off.
- (c) An employee will be paid at twice the normal rate of pay for all continuous time worked beyond fourteen (14) hours and such rate will continue for all hours worked until the continuous eight (8) hour rest period as provided by 9.8 (c) of this Agreement (if applicable) has elapsed. For the purpose of calculating the consecutive hours of work, the two (2) hours immediately following release from work shall be counted if an employee returns to work during such two (2) hour period. As qualified by the preceding sentence, the fourteen (14) hour period is calculated from the time that the employee commenced work, but in no case shall an employee be paid for time not actually worked.
- (d) A non-shift employee shall be paid at twice the normal rate of pay for all Saturday hours worked on planned overtime jobs exclusive of those hours, including lunch period, during which such employee works on a normal work day. Otherwise, the normal overtime rate of compensation shall apply. However, if employees are called on a non-planned basis to work on the same job at the same location as employees on planned overtime, or are called to support said job, such employees shall also receive twice the normal rate of pay for all such hours worked.
- (e) Planned overtime work, which is scheduled outside the employee's normal daily work hours to accommodate the employee, shall not be subject to the double pay requirement.
- (f) When an employee is assigned to work on a day observed as a holiday that falls on one of his/her normal work days, he/she shall be paid two and one-half (2 1/2) times the normal pay rate for time worked on such day which falls within the hours the employee works on a normal work day. This includes payment for the straight-time holiday pay and time and one-half (1 1/2) for overtime. For hours worked on such day of observance that are outside the employee's normal work day hours, he/she shall be paid two (2) times the normal rate of pay for work during such hours. When an

employee is assigned to work on a day observed as a holiday which falls on a scheduled day off, the employee shall be paid two and one-half (2 1/2) times the normal pay rate for the first eight (8) hours worked and two (2) times normal pay rate for hours worked beyond eight (8) hours.

An employee assigned to work on a day observed as a holiday may elect to be paid at straight time for hours worked and carry the full eight (8) hours on BED records and take a subsequent day off at a time approved by his/her immediate supervisor. The alternate day off must be taken within six (6) months of the holiday worked and shall be taken

- (g) An employee receiving a call out minimum for a period during which the employee is entitled to two (2) times the normal pay rate, shall have his/her minimum call out pay calculated according to the double time rate.

## **7.9 Minimum Call-Outs**

- (a) Except as otherwise herein provided, an employee who is called in to work outside normally scheduled hours shall be paid a minimum of three (3) hours at the appropriate overtime time rate for each time called out. An employee who is called at home during unscheduled hours shall be paid a minimum of one (1) hour at the appropriate overtime rate for each time called. If the call continues for more than one hour, the employee will be paid for all time spent on the phone. The minimum call-in will begin when the employee clocks-in at BED and ends when the employee clocks out.
- (b) In addition, if an employee who is called in actually works longer than two hours, the employee will be paid for half an hour of travel time each way to and from home in addition to the minimum call-out. Travel time is paid at the employee's regular rate, not including any shift differential, and does not count as time worked for purposes of calculating overtime. However, travel time does count as time worked for purposes of determining the amount of rest time to which an employee is entitled, if any.
- (c) The call out minimum shall not apply in any case where an employee is assigned to work continuous overtime from the end of the regular workday. In such case, payment shall be at the normal overtime rate for such continuous time.
- (d) The call out minimum shall not apply in any case where an employee is called into work one (1) hour or less immediately prior to the beginning of

the regularly scheduled workday. In such event, payment shall be at the overtime rate from the time of commencement of work to the beginning of the regularly scheduled workday.

- (e) An employee shall be guaranteed a minimum call out payment for all overtime work scheduled on his/her scheduled day off, unless that overtime assignment is canceled prior to the close of the preceding day worked.
- (f) An employee scheduled for overtime work after the end of a regular work day and not continuous from the end of such work day, shall be guaranteed a minimum call out payment if the overtime work is canceled, unless the employee is notified of cancellation prior to the end of the regular work day.
- (g) The minimum call out payment provided by subsection e shall not be paid even in the event of a late cancellation, if such cancellation is caused directly or indirectly by factors outside the Department's control.

#### **7.10 Compensation and Procedures for On-Call Assignments**

- (a) Effective as of the date of the execution of the Agreement, the Department is authorized to establish and post a schedule that provides for on-call duty periods of seven (7) consecutive days, to include holidays, for all qualified Lineworkers (“on- call period”).
- (b) The qualified Lineworker scheduled during each 7-day period (“on-call Lineworker”) shall be required as a condition of employment to be immediately reachable and immediately available for duty upon request by BED management. The on-call Lineworker shall be provided with a pager by the Department and shall wear the pager during all off-duty hours in the on-call period.
- (c) The on-call Lineworker shall be paid eleven (11) hours of pay at one hundred (100%) percent of the regular rate for first class Lineworkers for each on-call period (“on-call pay”). This on-call pay shall be in addition to the Lineworkers’ regular wages, overtime pay for extra hours worked, or minimum call-out pay (per Section 7.9, Minimum Call Outs) that may be earned.

- (d) The on-call Lineworker may trade on-call responsibilities with another qualified Lineworker subject to the following express conditions:
- i. It will continue at all times to be the responsibility of the originally assigned on-call Lineworker to cover the scheduled on-call period and he/she will be subject to disciplinary action for any failure of on-call response and/or for any substantial lapse in on-call response (See Section 13.2 (g)) that may occur during the assigned period,
  - ii. A Lineworker who, due to a job-related injury, is unable to fulfill their on-call duties will be responsible for securing a qualified substitute. In the event that the injured Lineworker is unable to find a qualified replacement the Department reserves the right to assign the on-call duties to another qualified employee. The injured Lineworker who cannot find a qualified substitute shall notify their non-union supervisor by noon of the Friday prior to beginning their on-call assignment. Lineworkers experiencing a job-related injury will not be subject to the disciplinary actions of this Agreement as long as the procedures as outlined in this paragraph are followed.
  - iii. The fill-in on-call Lineworker must be provided with the on-call pager,
  - iv. The fill-in on-call Lineworker shall also be subject to the same disciplinary action for any lapse in on-call responsibilities for the time period that he/she has agreed to cover,
  - v. The dispatcher and non-union supervisor shall be notified of the change in on-call personnel and the effective dates and times that will be covered by alternate personnel.
- (e) It is also agreed that should additional personnel be needed to assist the on-call Lineworker, the additional personnel shall be contacted as listed in the current call-in list. The BED non-union supervisor shall be responsible for determining whether additional personnel may be called in; however, the non-union supervisor may delegate this responsibility to union or other non-union personnel

- (f) In the event of a structure fire or situations of public safety, Management reserves the right to call the nearest qualified union person to respond.

### **7.11 Compensation for Temporary Assignments**

- (a) When a non-exempt employee is temporarily assigned to perform normal and routine duties and assume the responsibilities of a non-exempt job in a classification higher than his/her regular classification for a period of two (2) or more consecutive hours in a day, he/she shall receive pay at a percentage step of the higher classification for all hours worked in the higher classification equal to the percentage step of his/her present classification. Said assignments shall normally be made in writing by the area Supervisor prior to the assumption of said duties and responsibilities. Hours worked, as defined above, shall be exclusive of holiday, vacation and/or disability leave.
- (b) When a non-exempt employee is temporarily assigned to perform normal and routine duties and assume the responsibilities of an exempt position for a period of two (2) or more consecutive hours in a day, he/she shall receive a \$5.00 per hour increase in his/her normal rate of pay for all hours worked in said assignment. Said assignments shall normally be made in writing, by the appropriate Sector Manager, prior to the assumption of said duties and responsibilities. Hours worked, as defined above, shall be exclusive of holiday, vacation and/or disability leave.
- (c) When an employee is temporarily assigned to work in a classification lower than his/her regular classification (this does not include a demotion), he/she shall be paid his/her regular base rate.
- (d) If two (2) or more linemen are called out on trouble outside of normal working hours and work together two (2) or more consecutive hours, the employee with classification seniority will assume responsibility and receive Working Foreman's pay for the hours worked together.

### **7.12 Shift Differential**

As of the date of execution of this Agreement, an employee who works an evening, night, or Sunday shift shall receive, in addition to the regular rate, a premium of two dollars and twelve cents (\$2.12) per hour, which shall be increased by two percent (2%) as of July 1, 2018, by three percent (3.00%) as of

July 1, 2019, and by three percent (3.0%) as of July 1, 2020 and July 1, 2021.

### **7.13 Climbing Premium**

A premium of fifty cents (50¢) per hour shall be paid to an employee for time spent climbing poles and/or structures to a height of eighty-five (85) feet or more above the ground.

### **7.14 Meal Allowance for Unscheduled Overtime**

- (a) Whenever a non-exempt employee works continuously two (2) or more hours prior to or three (3) or more hours after his/her scheduled workday, he/she shall have the following options:
  - i. Continue working and receive a Meal Allowance as defined below in section (c) in his/her paycheck in lieu of a meal break. Payment of the Meal Allowance shall be initiated on the employee's timesheet and be reimbursed to the employee in his/her paycheck; or
  - ii. Cease working temporarily at a time approved by the supervisor for the purpose of obtaining a meal. In such case, the cost of the employee's meal up to the Meal Allowance as defined below in section (c) as verified by a receipt shall be reimbursed to the employee on the written application of the employee approved by his/her supervisor. The employee will not be paid for the period of the meal break, which shall not exceed thirty (30) minutes in length.
- (b) An employee shall be entitled to two (2) Meal Allowances as defined in section (c) if required to contiguously work two (2) or more hours before and three (3) or more hours after his/her normal workday.
- (c) The Meal Allowance is defined as:
  - i. Meal between 12:00AM-8:00AM is breakfast: \$15.00;
  - ii. Meal between 8:00AM-4:00PM is lunch: \$20.00; and
  - iii. Meal between 4:00PM-12:00AM is dinner: \$25.00.
- (d) When an employee has been required to work five (5) or more consecutive hours of emergency overtime, which is not contiguous with his/her regular

work hours, such employee shall be entitled to one of the options set forth in subsection a above.

- (e) The provisions of subsections (a) and (b) hereof shall not apply to scheduled overtime operations, or when an employee is called at home one (1) or more hours prior to the requested reporting time (excluding up to one-half (1/2) hour travel time).
- (f) Emergency or unscheduled overtime means overtime worked during an actual or threatened interruption of service.
- (g) Scheduled overtime means, overtime which is planned prior to the end of the preceding workday.

#### **7.15 Redline Policy**

If, as the result of a transfer in lieu of layoff, a reorganization, or any other circumstance except displacement, which causes an employee to move from his/her former position to a new position with lower pay than his/her former position, then the employee will be paid at the rate of their former position for one year from the date of the change of position.

Thereafter, the employee will be paid only the rate of his/her new position.

#### **7.16 Mutual Aid Policy**

When crews are sent for Mutual aid on a weekday, excluding holidays, the hours between 7AM to 3PM will be paid at the straight time rate of pay. All time worked beyond eight (8) hours, but less than fourteen (14) hours, in a single workday will be paid at one and one-half (1 1/2) times the straight time rate. All hours worked that exceed the fourteen (14) hour period are calculated from the time an employee commences work and is inclusive of meal and break times, but in no case shall an employee be paid for time not actually worked. Further, if crews are called on a Saturday, the first eight (8) hours will be paid at one and one-half (1 1/2) times the straight time rate unless those hours roll over into Sunday at which time all Sunday hours will be paid at the double time rate. All Saturday hours worked beyond the initial eight (8) hour block will be paid at the double time rate. These rates of pay will remain in effect until they return to BED. Lastly, crews called out on a Sunday

or Holiday will be paid for all hours worked at the double time rate until they return to BED.

Crews will be paid the prevailing wage of the two utilities involved (i.e. BED or the host utility) whichever rate is higher. Apprentices will be paid the same prevailing rate at their current percentage of first class wages.

BED requires that the host utility provide a minimum of six (6) hours of rest, excluding meals and travel, after the initial thirty-six (36) hours of work. After the initial thirty-six (36) hours of work the host utility will be required to provide a minimum of six (6) hours of rest, excluding meals and travel, for every twenty-four (24) hours worked. BED crews will not be paid for rest time. Rest time starts when an employee enters their room and ends when they leave the room for their assignment.

The City will not change this policy without advance notice to the Union by written communications. The proposed change(s) shall be referred to the labor/management committee for consideration.

7.17 **Career Ladder for Positions**

(a) **Philosophy and Purpose**

A strategic objective of the Department is to create a nimble organization by transforming its business platform and developing its human capital to best leverage an era of rapid change in the energy industry.

The purpose of the career ladder system is to empower employees to better their education and skills and embrace lifelong learning as part of their professional growth, which benefits both the employee and the Department.

The career ladder system creates tiered job descriptions to allow employees to advance with additional experience, training, professional development, continuing education, and/or professional licensure. Unlike a longevity-based pay system, the career ladder approach rewards employees who focus on improving education and skills.

(b) **General Criteria for Tiers**

For each position at the Department, the Department will create tiered levels generally consistent with the following form:

- (i) Associate Level: Demonstrated minimum skill level required for the job. The Department may assess basic skills using a written and/or verbal test during interview process.
- (ii) Mid-Level: Demonstrated mastery of Associate-level duties, requirement for training and professional development hours (possible certification), and minimum of 3-5 years of direct experience in Associate-level position.
- (iii) Master Level: Demonstrated mastery of Mid-level duties, requirement for training & professional development hours (license or certification required, or QDP if license not available), and minimum of 5 years of direct experience in Mid-level position. Requirement for regular training and professional development hours to maintain Master position.

For the purposes of explanation, the career ladder system functions like the Department's existing tiered progression system for Electrician Technicians, Electrician-Production, and Mechanic 1st Class, as well as the formal Apprenticeship program for Line Workers.

(c) Process for Creating Career Ladders

All positions covered by this Agreement not otherwise already updated using the career ladder system will be reviewed and updated in the form of the General Criteria outline in paragraph (b) above. Specific requirements and qualifications will be tailored for each position. The Department shall perform an orderly review of the positions over the term of this Agreement with approximately 25% of the positions reviewed and updated each fiscal year. The Department will confer with the Union during the process of reviewing and updating the positions. For notifications and disagreements, Section 12.1 (f) of this Agreement shall govern this process.

(d) Incumbents to Remain

If in the process of updating positions using the career ladder system, the updated position's qualifications for the pay grade exceed the incumbent

bargaining unit member's qualifications, the incumbent bargaining unit member shall remain at her/his/their current pay grade with the ability to advance to 100% of her/his/their current pay grade as long as she/he/they remain in that position. An incumbent bargaining unit member remains in that current pay grade until her/his/their required education, training, and experience warrant an increase up the career ladder system, as specified in the job description.

## **ARTICLE VIII** **EMPLOYEE BENEFITS**

### **8.1 Eligibility**

Unless otherwise specifically stated herein, the benefits described in this section are provided only to regular full and part-time employees who work at least 15 hours. Regular and part time employees working at least 15 and up to 36 hours in an average workweek shall be entitled to such benefits on a prorated basis. If a part-time employee wishes to take advantage of these benefits, he/she is responsible for the balance of the monthly premium. Employees on leave without pay shall not be entitled to benefits under this section during the period of absence unless otherwise specifically provided for herein or if they are eligible to purchase benefits through the Department under COBRA guidelines.

For the purposes of employee benefits, the Department defines dependents as a legally married spouse, a dependent child, a domestic partner or a civil union partner. A legal spouse and a dependent child are determined according to applicable federal and state laws. In addition, certain insurance contracts may include dependent children riders.

A domestic partnership will be recognized when an employee submits a signed and witnessed affidavit, "Statement of Domestic Partnership," to his/her Human Resources Director. The Statement of Domestic Partnership declares the relationship meets all of the following criteria:

- (a) The persons are not related by blood closer than would bar marriage in the State of Vermont.
- (b) Neither person is married or related by marriage.

- (c) The persons share primary residence and the common necessities of life.
- (d) The persons are 18 years old or older.
- (e) The persons are competent to enter a contract.
- (f) The persons declare that they are each other's sole domestic partner and have been each other's sole domestic partner for a period of at least six (6) consecutive months prior to the execution of this statement of domestic partnership.
- (g) The persons have agreed between themselves to be responsible for each other's welfare.
- (h) The persons have agreed to notify his/her Human Resources Director of any change in the status of their domestic partnership.
- (i) Neither person has declared that he or she has a different domestic partner.

Either member of the domestic partnership may terminate the domestic partnership benefits by filing a "Termination Statement" with the employee's Human Resources Director. No person who has declared the creation of a domestic partnership may declare the creation of another domestic partnership until nine months after termination of a previous domestic partnership, unless such termination is due to the death of a domestic partner. All records of domestic partnership of Department employees will be maintained as part of the employee's confidential benefits file.

It should be noted that all employee declarations of dependents must be true and correct. Any misrepresentation or falsification of information may result in disciplinary action up to and including termination and disqualification from applying in the future for any Department employment.

## **8.2 Insurance**

- (a) Medical, Dental, and Hospital

- i. The Department through the City maintains group medical, major medical, hospital and dental benefits for all employees and their dependents. Dependents are defined as legally married spouses and dependent children, domestic partners or civil union partners (refer to Section 8.1).
- ii. Eligible employees shall contribute a set percentage of the amount budgeted by the city for the total cost of health insurance for the fiscal year (“the City’s Health Fund Budget (Fund 150)”) by withholding a percentage of their regular base pay on a pre-tax basis, based on the following schedule:
  - For fiscal year 2019, the total employee contribution will be seventeen percent (17%) of the City’s total Health Fund Budget (Fund 150), which will be no more than 4.96% of each employee’s wages retroactive to July 1, 2018;
  - For fiscal year 2020, the total employee contribution will be seventeen percent (17%) of the City’s total Health Fund Budget (Fund 150), which will be no more than to 5.20% of each employee’s wages;
  - For fiscal year 2021, nineteen percent (19%) of the City’s total Health Fund Budget (Fund 150), which will be no more than 6.00% of each employee’s wages;
  - For fiscal year 2022, twenty percent (20%) of the City’s total Health Fund Budget (Fund 150), which will be no more than 6.50% of each employee’s wages.
- iii. If at the end of the fiscal year, the total contractual contribution made by all employees exceeds the percentage set for that fiscal year, 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.
- iv. Eligible employees will be covered on the first day of the month following their date of hire.
- v. The benefits shall be provided through a self-insured plan or under a group insurance policy, or policies issued by an insurance company, or companies selected by the City. The Department may change the provider of such coverage so long as the provisions thereof remain substantially equivalent. The components of the benefits as of the date of execution of this Agreement are as set forth in Appendix F. In addition, Medicomp benefits will not be

offered after March 9, 2016 to any person not already receiving them. If these benefits are insured by an independent company, all benefits are subject to the provisions of the policies between the City and the insurance company. New prescription drug co-pays are listed in Appendix F.

- vi. An employee's medical and hospital coverage will expire on the first day of the next month following an employee's last day of employment. If an employee separates from the Department and remains uninsured, under COBRA guidelines the Department shall allow him/her to purchase the current medical insurance coverage until he/she is otherwise insured, in accord with COBRA guidelines and regulations for a period not to exceed eighteen (18) months. Dental coverage will expire on the first day of the next month following an employee's last day of employment.
- vii. Except as provided above, there shall be no change in the health care plans available to Union employees or in the employee contribution levels for such coverages.
- viii. The annual stipend paid to eligible covered employees who opt out of BED's health insurance program shall be One Thousand Dollars (\$1,000.00).

(b) Life Insurance

An eligible employee will be covered on the first day of the month following his/her date of hire. If an employee separates from the Department for reasons other than retirement, his/her life insurance coverage discontinues at the end of the last day of employment.

Covered employees may purchase additional group term life insurance at their own expense at the group rate up to a maximum of One Hundred Thousand Dollars (\$100,000.00).

### **8.3 Employee Assistance Program**

The Department provides all regular and limited service employees with the services of an Employee Assistance Program (EAP). The program is designed to provide personal and/or family counseling in areas such as marital or dependent relationship difficulties, alcohol and drug abuse, stress, legal or financial concerns, problems with children, and emotional problems, at little or no cost to the

employee or the employee's immediate family members. Participation in the EAP is confidential.

#### **8.4 Health Care Flexible Spending Account**

This program allows an employee to anticipate out-of-pocket medical expenses by depositing pre-tax earnings into a flexible spending account from which the employee is reimbursed for qualified health expenses not covered by insurance. Therefore, those expenses are exempt from federal, state, and FICA taxation.

The flexible spending plan year runs from January 1st through December 31st. Beginning January 1, 2017, a maximum of \$2,550 per plan year may be deposited in the flexible spending account.

The money in this account may be used only for medical and dental expenses as outlined in the IRS Code. Money not used for eligible expenses during a plan year must be forfeited under IRS guidelines. Employees may carry over up to \$500 of unused amounts remaining at the end of a plan year to the following plan year.

#### **8.5 Child/Dependent Care Benefits**

(a) Purpose

The Department recognizes the difficulty many parents face in locating and affording quality child/dependent care. To aid employees in this respect, the Department offers a child/dependent care benefits program. The program includes several options, which coordinate with and complement each other. An employee will need to determine which option or combination of options best suits his/her needs. It should be noted that these benefits may also be used for certain expenses incurred for the care of any incapacitated dependent of the employee.

(b) Childcare Subsidy Program

An eligible employee must have a total family income of \$40,000 or less per year and at least one child age 6 or younger attending eligible childcare. The subsidy program will pay employees up to \$20 per week per child toward the cost of the dependent's childcare.

(c) Dependent Care Assistance Plan (DCAP)

The Dependent Care Assistance Plan commences on January 1st of every year. The DCAP is a salary reduction/reimbursement plan, which allows employees to use tax-free dollars to pay their dependent care expenses. Dependent care includes childcare expenses as well as expenses incurred for the care of an employee's dependent (spouse, child, parent...) who is mentally or physically incapable of caring for himself/herself.

The DCAP establishes a tax-sheltered account for funds, which reimburse employees for child or dependent care expenses. Employees must sign up for the plan by December, prior to the January beginning that plan year. At the start of each plan year, the employee determines how much he or she wants deducted from his/her weekly wages (and thus, not taxed). This amount is taken out of the employee's paycheck and deposited in a DCAP account each week.

The employee then submits receipts from the dependent care provider to his/her Personnel Area up to twelve (12) times per calendar year, and the Department will reimburse the employee for their dependent care expenses through his/her weekly payroll check. Employees may reduce their taxable income by as much as their total cost for dependent care, or the total of their earnings, but no more than \$5,000.

Money not used for eligible expenses during a plan year must be forfeited under IRS guidelines.

**8.6 Educational Aid**

(a) General Guidelines

- i. As detailed in the Career Ladder system of Section 7.17 of this Agreement, the Department seeks to empower employees to better their education and skills and embrace lifelong learning as part of their professional growth.
- ii. There are three education tracks at BED:
  - A. Voluntary Employee Advancement Programs (VEAP) for

qualified degree program (QDP), professional license, or trade certification desired by the employee for career advancement within the Department or to move up in a tiered program.

- B. Apprentice program for technical fields where there is a formal course of study through an accredited institution, e.g., Line Worker Apprenticeship and Metering Technician Apprenticeship.
  - C. Mandated continuing education for maintaining or renewing professional license or trade certification listed as a requirement in an employee's job description or as determined by the sole judgment of the General Manager, e.g., Certified Public Accountant, Professional Engineer, Master Electrician, and Boiler Operator License.
- 
- iii. New enrollment in VEAPs and Apprentice programs shall be subject to budgetary limitations as determined on an annual basis by the Department; however, those employees that have already begun an approved educational program will be allowed to complete said program subject to the provisions of subsections 8.1 Voluntary Employee Advancement Programs and 8.2 Apprentice Programs.
  - iv. The tuition cost for Mandated continuing education will be at no cost to the employee, but enrollment shall be subject to budgetary limitations as determined on an annual basis by the Department.
  - v. The Department shall not pay for any one course more than once.
  - vi. It is understood that educational programs will be normally undertaken outside of an employee's regular working hours.
  - vii. Application to attend courses must be submitted on the proper form and courses must be approved by the employee's immediate supervisor(s), Manager, and General Manager, prior to committing the Department to any financial obligation.

- viii. Payment for the course will be made to the educational institution at the time the employee is registered and billed for the program.
- ix. Evidence of satisfactory completion of each course must be submitted to the employee's supervisor within 30 days of the completion of the course.

(b) Voluntary Employee Advancement Programs

An employee who is enrolled in a VEAP shall have the tuition cost(s) paid by the Department for all courses required for the degree, license, or trade certification, subject to the provisions in this subsection.

- i. For an employee to have VEAP tuition cost(s) paid by the Department, the employee's supervisor(s), Manager or General Manager must determine that the program is broadly beneficial to the Department.
- ii. Prior to enrollment into the VEAP, the employee must sign an agreement with the Department, which specifies the following:
  - A. An anticipated completion date for the degree, license, or certification. This date must comply with guidelines established by the educational or trade institution. A completion date may be extended by the General Manager or his/her designee.
  - B. Compliance with the policy outlined herein.
- iii. Educational materials, student fees, books, etc. shall not be paid by the Department.
- iv. For any course within a VEAP, an employee who earns a grade below B or does not complete the course shall reimburse the Department for the total costs paid by the Department towards the course. Such reimbursement shall be made within three (3) months.

- v. The Employee enrolled in a VEAP shall reimburse the Department for the total costs paid by the Department for all courses when any of the following occur:
  - A. for reasons other than layoff, the employee separates from the Department within two years of the completion of the VEAP;
  - B. the employee does not complete the VEAP by the anticipated date; and/or
  - C. the employee separates from the Department prior to the completion of the VEAP.

This reimbursement shall be made prior to the employee's separation from the Department. For the employee who does not complete the VEAP, this reimbursement shall be made over a period of time agreed to by the employee and the Department but not to exceed one (1) year.

(c) Apprentice Program

- i. An employee who is enrolled in an Apprentice program shall have the total costs (tuition, educational materials, and travel) paid by the Department.
- ii. It is understood that Lineworker Apprentice program will be normally undertaken during an employee's regular working hours. It is understood that Technician and Metering Apprentice programs will be normally undertaken outside of an employee's regular working hours.
- iii. An employee who does not pass the Apprentice school test at the end of each year shall reimburse the Department for the total costs paid by the Department towards that year. Such reimbursement shall be made over a period of time agreed to by the employee and the Department but within three (3) months.
- iv. The employee must sign an agreement with the Department, which specifies the following:

- A. An anticipated completion date for the Apprentice program. This date must comply with guidelines established by the apprentice institution. A completion date may be extended by the General Manager or his/her designee.
  - B. Compliance with the policy outlined herein.
- v. The employee enrolled in an Apprentice program shall reimburse the Department for the total costs paid by the Department for all years of the Apprentice program when any of the following occur:
- A. for reasons other than layoff, the employee separates from the Department within two years of the completion of the Apprentice program;
  - B. the employee does not complete the Apprentice program by the anticipated date; or
  - C. the employee separates from the Department prior to the completion of the Apprentice program.

This reimbursement shall be made prior to the employee's separation from the Department. For the employee who does not complete the Apprentice program, the reimbursement shall be made over a period of time agreed to by the employee and the Department but not to exceed one (1) year.

## **CONDITIONS OF EMPLOYMENT**

### **ARTICLE IX** **WORK CONDITIONS**

#### **9.1 Eligibility for Employment/Physical Exams**

Once an offer of employment has been made to a Regular Department employee, he/she must, as a condition of employment, satisfactorily pass a physical

examination by a member of the Board of Medical Examiners (pursuant to Sec. 24.1 of the Burlington Code of Ordinances). The purpose of the exam is to determine if the employee is medically qualified to carry out the essential functions of the position. All persons must be examined during the first four (4) weeks of their employment. If necessary, the Board may require an applicant to be examined by a medical specialist. In all cases, the cost of an exam will be paid for by the Department, which is hiring the employee. In the case of an internal transfer that requires substantially different job requirements as identified on the job description, and once an employment offer has been accepted by the employee, an employment physical may be required to ensure the employee can perform the requirements of the position.

## **9.2 Hours of Work**

### **(a) General Policy**

It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The Department retains the right (with appropriate advance notice to affected employees) to schedule straight time, overtime, number of shifts, and shift assignments for the purpose of promoting the efficiency of municipal government. The provisions of this section are intended to apply to regular full-time employees assigned a "normal" workday/week. It is recognized that certain positions (shift-work) within the Department, such as public safety, continuous operation, may be assigned a normal workday or workweek other than as set forth in this section. In such case, Departmental Directives shall take precedence over the provisions of this section.

### **(b) Workday/Workweek**

The normal workday shall be eight (8) or ten (10) consecutive hours of work, excluding a meal period, within a twenty-four hour period as defined by the Department's operating requirements. The normal workweek shall consist of either five (5) or four (4) workdays, Monday through Friday, totaling forty (40) hours. Notwithstanding the foregoing, separate provisions apply to McNeil Plant Operators and Dispatchers. When mutually agreeable between a supervisor and employee, a supervisor may institute a flexible schedule different from the normal workday/week as set forth herein

provided that such scheduling is cost effective and compatible with the employee's designated work area. See Appendix E for guidelines regarding flexible schedules.

(c) Work Schedule

All employees shall be scheduled to work a regular work assignment, and each work assignment shall have an established starting and quitting time. Except for emergency conditions or specific Department procedures, permanent changes in work schedules shall occur only after allowing seven (7) days' notice to the employee.

**9.3 Requirement to Work Overtime**

Employees shall be required to work overtime if not enough qualified employees volunteer to meet the requirements of a job. Failure to comply is subject to Department disciplinary action.

**9.4 Twelve-hour Shifts**

The McNeil Station regular shift employees and the Pine Street Power System Coordinators will work a 12 hour shift schedule as described below and consistent with 12 hour shift Policy and past practices established at the McNeil Station and Pine Street. There will be four regular shifts and one spare shift (see subsection (n) and following). At McNeil, each employee rotates through the five shifts every thirteen weeks. At Pine Street, each employee rotates through the five shifts every five weeks.

For regular shift employees:

- (a) The shift rotation shall be in accordance with the following:

<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SA</b>	<b>1 ½ PAY</b>	<b>DOUBLE TIME PAY</b>
N				D	D		Mon, Wed, Sat	Tuesday
	N	N	N			D	Thurs, Fri	Sunday
D	D	D					Wed, Fri, Sat	Thursday
				N	N	N	Mon, Tues, Wed	Sunday

- (b) Operating shifts are 12 hours in length including meals and breaks.
- (c) For pay purposes, the payroll week at the McNeil Station begins Sunday at 6:30 a.m. and ends at 6:30 a.m. the following Sunday. For pay purposes, the payroll week for the Pine Street Power Systems Coordinators begins Sunday at 7:00 a.m. and ends at 7:00 a.m. the following Sunday.
- (d) Overtime is paid after 40 hours is reached in a workweek until July 1, 2019, when shift workers scheduled for a 36-hour workweek will be paid overtime after 36 hours is reached in that workweek. The above is not in effect 1) if the employee gets called in on a holiday, then the employee receives double and one-half for the first eight hours, and double time for time worked more

than eight hours, or 2) if the employee works more than 14 consecutive hours.

- (e) Time and one-half shall be paid from the fourth to the twelfth hour on the fourth 12 hour day in the payroll week, if the 12 hours of that day are worked or are part of regularly scheduled work week. As an explanation: during four weeks' time (month) an operator works 48 hours for one week and 36 hours for three weeks. Pay for that 48-hour period is 52 hours, followed by 36 hours pay for each of the 36- hour weeks. The 52-hour week makes up for the three 36 hour weeks.
- (f) Work on Sunday, or if Sunday is a scheduled workday the second scheduled day off in the payroll week is paid at double time. Work on other scheduled days off in the payroll week is paid at time and one-half.
- (g) Holidays are paid at time and one-half for 12 hours when working regularly scheduled hours. In addition, the employee receives eight hours holiday pay. Employees called in to work a holiday are paid in accordance with 9.4(d).
- (h) Employees are required to work holidays if they are scheduled to do so. If they request the time off and the leave is granted the employee is paid eight hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation hours.
- (i) Days off for "death in the family" are paid as provided in 10.9. Other time off is at the discretion of the Department Head or his/her designee. When a holiday is taken off in conjunction with this absence, the employee receives eight hours of holiday time (straight time pay) plus four hours of the bereavement leave in keeping with the above.
- (j) Vacation and sick time accrue on a weekly basis, just as if an employee worked 40 hours every week.
- (k) Holidays that fall on an employee's scheduled day off are called Guaranteed Paid Holidays and are in blocks of eight hours each. They are not added to vacation time. They are on a separate list.
- (l) Holiday benefits and pay shall commence on the actual calendar holiday at 6:30 a.m. and end twenty-four consecutive hours later at 6:30 a.m. for

McNeil employees and 7:00 am to 7:00 am for Pine Street employees. Holidays will be observed on the actual day in accordance with Section 10.3(a).

- (m) Holidays worked on an employee's scheduled day off are paid at double and one-half for the first eight hours, and double time for time worked more than eight hours (Refer to 9.4 (n) and following).

For spare shift employees:

- (n) Employees on the spare shift shall be assigned first for all scheduled or unexpected absences.
- (o) If an employee on spare shift is not covering for a scheduled or unexpected absence, the employee may work a mutually agreed-upon flex schedule, not to exceed 10 hours per day at McNeil or 12 hours a day at Pine Street, and starting no earlier than 06:00 and no later than 07:30.
- (p) If an employee on spare shift is not working a scheduled or unexpected absence, management will assign the employee's duties for the day within the job description of the spare shift employee.
- (q) If management needs to change the spare shift schedule, the employee will be given 24- hour notification of the change.
- (r) An employee on spare shift will cover up to 48 hours per week of scheduled or unexpected absence, and if more than 48 hours of coverage is needed, those hours will be filled by management in the most cost-effective way.
- (s) An employee on spare shift will be paid for all hours worked over forty (40) hours in a workweek at a rate of 1.75 times the regular rate in lieu of a double time day. Employees working the spare shift will not be eligible for the double time day, no matter what assignment they are on.
- (t) For pay purposes, the payroll week at the McNeil Station begins Sunday at 6:30 a.m. and ends at 6:30 a.m. the following Sunday. For pay purposes, the payroll week for the Pine Street Power Systems Coordinators begins Sunday at 7:00 a.m. and ends at 7:00 a.m. the following Sunday.

- (u) Holidays are paid at time and one-half for 12 hours when working regularly scheduled hours. In addition, the employee receives eight hours holiday pay.
- (v) Employees are required to work holidays if they are scheduled to do so. If they request the time off and the leave is granted the employee is paid eight hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation hours.
- (w) Days off for "death in the family" are paid at the rate of 8 straight-time hours per day. Ten days equals 80 hours, five days equal 40 hours, three days equals 24 hours. Other is at the discretion of the Department Head or his/her designee. When a holiday is taken off in conjunction with this absence, the employee receives eight hours of holiday time (straight time pay) plus four hours of the bereavement leave in keeping with the above.
- (x) Vacation and sick time accrue on a weekly basis, just as if an employee worked 40 hours every week.
- (y) Holidays that fall on an employee's scheduled day off are called Guaranteed Paid Holidays and are in blocks of eight hours each. They are not added to vacation time. They are on a separate list.
- (z) Holiday benefits and pay shall commence on the actual calendar holiday at 6:30 a.m. and end twenty-four consecutive hours later at 6:30 a.m. for McNeil employees and 7:00 am to 7:00 am for Pine Street employees. Holidays will be observed on the actual day in accordance with 10.3(a).
- (aa) Holidays worked on an employee's scheduled day off are paid at double and one-half for the first eight hours, and double time for time worked more than eight hours.

## **9.5 Compressed Schedule – Offsite Employees**

Offsite employees shall be scheduled to work from 7:00 a.m. through 3:00 p.m. on regularly scheduled workdays. Offsite employees shall work straight through these hours with the exception of one morning and one afternoon break and no overtime shall be paid on such schedule. The previous reference to "no overtime"

shall not prevent any employee from receiving overtime pay pursuant to Section 9.8, Minimum Rest Periods.

## 9.6 Inclement Weather

As a result of inclement weather increasing the risk of injury for those positions which involve working with energized electric lines the Department will apply this Inclement Weather Policy to the positions of Line Worker, 1st Class A; Working Crew Leader, Distribution; Aerial; Working Crew Leader, UG; UG Cable Locator; Cable Splicer; Ground Worker, UG; Engineering Technician; Electrician 1st Class A Technician; and Electrician 1st Class B Technician. Such policy will also apply to the position of Meter Technician but only at those times in which a Meter Technician is working on a transformer with Line Workers and the Policy is activated due to weather conditions. No other Bargaining Unit positions are subject to this Inclement Weather Policy.

- (a) When the outside temperature is at or below 0°F or at or above 90°F, measured without the wind chill factor or a heat indicator, the employees holding the above- stated positions will not be assigned to outdoor work involving energized electric lines.
  - 1) When determining whether such employees will be assigned to outdoor work when the temperature is near 0°F, the appropriate supervisor will take into consideration the effect of the wind chill factor.
  - 2) When determining whether such employees will be assigned to outdoor work when temperature is near 90°F, the appropriate supervisor will take into consideration the effect of the heat index.

The temperature will be determined by the National Weather Service, at the Burlington International Airport. In addition, the Department will not assign said employees to perform outdoor work involving energized electric lines when periods of rain and/or snow create a safety risk as judged by the appropriate supervisor's discretion.

- (b) Such employees who are unable to perform outside duties involving electricity because of the weather shall perform other duties, both inside and outside, related to their position and other tasks consistent with past practice. The appropriate supervisor shall first request for employees to volunteer for such tasks. In the event there are an insufficient number of volunteers, the appropriate supervisor may direct employees to perform such tasks as consistent with past practice.
- (c) In the event of an emergency as judged by BED Management, this Policy will be suspended. In addition, when the City of Burlington hosts events

which require electrical work, this Policy will be suspended on an as needed basis as determined by the Department to ensure work necessary for the event is performed. The Department, however, has established a policy requiring reasonable advance notice of such events and will make every effort to ensure the policy is adhered to by those sponsoring the events.

## **9.7 Breaks**

Section 9.7 shall not be applicable to employees defined as “exempt” pursuant to the Fair Labor Standards Act. Such employees are encouraged to take their breaks at the time non- exempt employees in their sectors are scheduled to take breaks. This section is also not applicable to employees governed by Section 9.4, Twelve Hour Shifts (See Section 9.4(b)).

(a) The Supervisor shall determine if and when breaks and lunch periods may be taken consistent with the needs of the business operations of the Department. Within that context, the Supervisor will schedule lunch breaks for employees other than offsite employees starting between the hours of 11:30 a.m. and 2:30 p.m.

(b) Morning Breaks and Afternoon Breaks.

i. Morning Breaks.

Offsite Employees: Offsite employees may take up to one fifteen-minute, refreshment break, at the work site during morning hours. Any refreshments to be consumed during the refreshment break may be purchased en route to the site that day.

All Other Employees: Employees may take one fifteen-minute refreshment break during a four-hour work period for the purpose of refreshing themselves from work. Employees shall not leave BED premises to obtain refreshments for the break.

ii. Afternoon Break.

Offsite Employees: may take the 15-minute afternoon break prior to 1:30 p.m. The employee shall use the break to eat and or refresh

him/herself from work. The job site will not break down for the afternoon break (except that in situations where the crew consists of only two people, both may take the afternoon break simultaneously) and where the work crew is large enough, up to two employees at a time may take the break while the remaining employees continue to work.

All Other Employees: may take a 15-minute afternoon break during their second four-hour work period.

(c) Lunch Breaks

Offsite Employees: There shall be no lunch break.

All Other Employees: The lunch break is a period of 30 minutes.

(d) Combining Breaks and /or Lunch Periods

Off-Site Employees: Offsite employees shall not combine the two fifteen minute breaks.

All Other Employees: If an employee obtains advance approval from his or her supervisor, an employee may forego the 15 minute morning and afternoon breaks and instead take the breaks in combination with his or her lunch break to create up to a one-hour combined period. Within a given work area, a supervisor must be consistent in his or her determination to approve the combined period. If an individual employee(s) abuses the privilege of the combined period or the combined period creates a negative impact on the operations of the Department, the supervisor may rescind such approval at any time.

## 9.8 Minimum Rest Periods

- (a) A non-shift employee who works any overtime between 11:00 p.m. and 6:00 a.m. will be entitled to one hour of paid rest time for each hour worked (including travel time as described in 7.9(b) above) during this seven-hour period, starting at the beginning of the employee's regular shift that day. If the employee and supervisor agree, the employee may begin

the regular shift and take the rest time on the same hour-for-hour basis at the end of the shift, or if that is not possible, at the beginning of the next shift, if the next shift occurs on the next calendar day. If the employee is required to work through the employee's regular shift and there is no agreement to take rest time at the beginning of the next shift, the employee will be paid time-and-a-half during the period the employee is working that should have been rest time. If the employee is not scheduled to work a regular shift on the day the rest time is incurred, the employee shall not receive rest time.

- (b) An employee who has worked continuously fourteen (14) hours or more shall be entitled at the end of the work assignment to eight (8) continuous hours of rest (exclusive of travel time and established lunch period), before reassignment or reporting for the normally scheduled work day or reassignment. If such rest period should overlap the employee's normal workday, he/she shall suffer no loss in pay for the time of such overlap`
- (c) If an employee is required to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the prevailing rate until the full continuous rest period has been granted.
- (d) If employees must be called into work, an employee who is on a rest period will be the last one called in.
- (e) Management generally will attempt to ensure that employees receive their full rest time as soon as possible following the overnight call-in, as the goal is to ensure that employees have at least six hours of rest before starting their regular shift.

## **9.9 Commercial Drivers License**

- (a) Certain job classifications require, as a condition of employment, an employee to possess a valid Commercial Driver's License (CDL) in order to operate certain motor vehicles. The employee shall be responsible for maintaining a valid CDL and any required license endorsements and complying with state and federal statutes pertaining to CDLs.
- (b) For covered employees who hold a position requiring a CDL, the Department shall pay the difference between the cost of the CDL and a standard operator's license.

- (c) Any individual employed after the execution of this Agreement in a position which requires a CDL shall obtain such license within ninety (90) days of employment and maintain such license in good standing thereafter, all at his/her expense. Any employee who is promoted or transferred into a job classification requiring a CDL as a condition of employment, and who does not have a CDL at the time of the award, must obtain a CDL within ninety (90) calendar days from the effective date of the award or the employee will fail to qualify for the position.
- (d) For both current employees and new employees, the Department will pay the cost of required physical and training.
- (e) An employee whose job requires a CDL and loses his/her CDL for a period for a first offense may retain his/her employment with the Department if the employee has their CDL license reinstated within one hundred (100) days from the effective date of the suspension. After a second offense, which causes the employee to lose his/her CDL license, if the employee cannot get his/her CDL license reinstated after one hundred (100) days of its loss, the Department has the option to terminate the employee.
- (f) It is the employee's responsibility to ensure that he/she has his/her CDL license reinstated within the one hundred (100) day period. If bureaucratic delay or other delay, which is out of the control of the employee, prevents reinstatement within the one hundred (100) day period, the Department shall provide the employee with a reasonable extension under the circumstances. The employee, however, must demonstrate to the Department that the delay was beyond the employee's control by appropriate documentation.
- (g) All costs associated with regaining a "lost" or suspended license shall be at the expense of the employee.
- (h) If an employee currently has a CDL offense at the time this Contract is executed, that offense is valid for the purposes of this Contract and the next offense will be at least the second offense. As required by State statute, employees must report all CDL offenses to his/her appropriate supervisor immediately.

## **9.10 Equipment and Apparel**

- (a) The Department shall furnish at no expense to the employee all proper and necessary tools and protective equipment which it requires an employee to use in the performance of his/her duties. Except as provided in this section, all such tools and protective equipment shall be and remain the property of the Department. When renewals or replacements are requested, the old tools and protective equipment must be turned in or the loss thereof satisfactorily explained.
- (b) Prescription Safety Glasses: See Appendix G.
- (c) Employee Clothing Allowance:
  - i. Beginning July 1, 2016, for specific identified employees working in specified areas or jobs, the Department will provide an allowance to purchase, or will purchase outright, fire retardant (FR)/arc-rated (AR) protective clothing as required and outlined in Section 6, Item 3 of the BED Accident Prevention Manual, Suitable Clothing Policy (“the Suitable Clothing Policy”). Whether the Department provides an allowance or purchases outright for the employee will be determined by the category level the job function is assigned. These levels are outlined in the BED Procedures for PPE Clothing, Exhibit A.
  - ii. The Department will set up the individual allowance for each eligible employee with a vendor or vendors determined by the Department.
  - iii. The employee clothing allowance program consists of three specific Levels:
    - Level 1 is employees who require FR/AR clothing as part of their daily, routine work. They will have a fiscal year allowance of \$650.00.
    - Level 2 is employees who require FR/AR clothing on a “non-routine” basis. They will have a biannual (every two fiscal years) allowance of \$650.00.
    - Level 3 is employees who require FR/AR **coveralls** on a “non-routine” basis. The Department will purchase these items annually.

In addition, McNeil employees who are eligible under the clothing allowance program will also be given each fiscal year, by the Department, a standard pair of non-FR/AR work coveralls.

Any new hires or persons transferred into a position that requires FR/AR clothing within the three levels shall receive a set of clothing as defined in the Suitable Clothing Policy.

This allowance shall only be used for FR/AR clothing required by OSHA standards and the Suitable Clothing Policy, not for any other clothing or other items. At no time will this allowance be paid directly to an employee.

- iv. In addition to the annual clothing allowance, the Department will replace any clothing item that no longer provides the protection it was designed to provide, pursuant to OSHA standards and the Suitable Clothing Policy, unless the clothing has been lost or intentionally damaged. Clothing that has been lost or intentionally damaged must be replaced at the employee's own expense.
- v. Any clothing purchased pursuant to this section shall belong to the employee and need not be returned to the Department prior to separation from employment unless it has not been worn.
- vi. An employee who is required by OSHA standards or the Suitable Clothing Policy to wear FR/AR protective clothing shall wear that clothing while on duty. The employee is responsible for laundering his/her own clothing in accordance with the manufacturer's instructions and the employer's training.

(d) Employee Footwear Program: See Appendix H.

### **9.11 McNeil Plant Safety Committee**

The Department will continue its current practice of maintaining a Safety Committee at the McNeil Plant. Said Committee will provide an opportunity for employees to communicate their ideas and concerns regarding employee safety issues relating to the unloading of trains at the McNeil Plant.

### **9.12 Layoff and Recall**

- (a) The Department in its sole discretion shall determine whether layoffs are necessary and shall determine which job title(s) shall be affected. Such reasons include without limitation the following situations: (1) financial necessity, (2) operational efficiency and (3) program reduction. The Department's determination to effectuate a layoff shall be final and not subject to the grievance or arbitration procedures of this Agreement.
- (b) Whenever layoffs are contemplated, the Department shall notify the Union as early as possible. At the same time, the Department shall request immediate notification by area supervisors 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 Department shall have a current list of actual and anticipated vacancies on file in the Human Resources Area. If the Union wishes to propose alternatives to layoffs, the Department will hear such alternatives but in no case will it be obligated to accept the Union's proposals. Any such Union proposals should be made to the Department at the earliest opportunity. Notices of individual layoffs shall be provided, in writing, by the General Manager to each individual employee who is to be laid off no less 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 five (5) calendar days from when said notice is prepared, the General Manager shall provide said written notice to the Union, and such notice shall be considered notice to the employee. Such notice shall be by certified mail, return receipt requested.
- (c) Within a job title(s) affected by a layoff, the employee(s) having the least seniority as defined in Article VI shall be laid off.
- (d) An employee who is given notice that he/she is to be laid off, and who has had at least one consecutive year of satisfactory or better evaluations, will also have the right to attempt to displace a less senior employee in a position for which he/she is as qualified as the incumbent, or can reasonably be expected to be as qualified as the incumbent by the end of the sixty (60) day probationary period with usual and customary on the job training. Provided, however, that an employee may exercise displacement rights only into a job title which has a pay grade which is equal to or lower than his/her own. Any such employee may also elect against exercising displacement rights, receive three hundred twenty (320)

hours of severance pay at the next payment date and immediately be placed on lay-off status.

- (e) 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 Department of his/her desire to displace under Section 9.12(d) above. Said written notice shall be sent by the employee to the General Manager. Such notice shall state which position is desired and include sufficient proof of qualification for the job. Upon being so notified, the General Manager or his/her designee shall decide within ten (10) working days whether the applicant meets the qualifications for the job in question as specified in Section 9.12(d) above, and so notify the employee, in writing. If the General Manager decides that an employee does not meet the qualifications for the job in question, the employee shall have seven (7) calendar days from receipt of written notice of non-qualification to appeal such decision. The appeal shall be in writing and filed with the General Manager. If a timely appeal is filed, the question of qualifications under Section 9.12(d) shall be presented to Mr. Kimberly Cheney, Esq. (or such other individual as may be mutually agreed between the parties) who shall serve as a permanent adjudicator of any and all such qualifications appeals until a successor adjudicator has been agreed upon. The costs of the adjudicator shall be shared equally by the parties. The adjudicator shall arrange a hearing and render a decision within thirty (30) days of the appeal. The decision of the adjudicator shall be final and binding.
- (f) Only one attempt at displacement may be made by an affected employee in a particular round of layoffs. This attempt may include two (2) written applications to the General Manager but only one (1) appeal to the adjudicator. If the employee determines to seek a ruling from the adjudicator following the first denial by the General Manager, the determination of the adjudicator shall be final and no further application to either the General Manager or the adjudicator shall be permissible.
- (g) Any displacing employee shall serve a sixty (60) day probationary period in the new position. The probationary criteria shall be whether he/she performs adequately in the position. An employee who is informed that he/she has not successfully completed the probationary period may utilize the grievance and arbitration provisions of this Agreement.

- (h) If displacement is requested and permitted, the employee shall make the transfer as soon as the new position is available.
- (i) If displacement is requested and permitted, the displaced employee shall be promptly given a sixty (60) day notice of layoff and shall have exactly 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 supervisor of the area into which the employee is moving.
- (j) In the event that a laid off employee remains unemployed, the Department shall allow him/her to buy the current medical insurance coverage for eighteen (18) months at the group rate which the Department pays. An administrative fee as permitted by COBRA may be added to the group rate.
- (k) Recall
  - i. A laid-off employee shall be placed on a recall list for a period of two (2) years.
  - ii. The order of recall shall be in inverse order of layoff from the job title(s) affected by the recall decision provided the laid off employee is presently qualified for the position.
  - iii. If there is no employee entitled to be recalled, the Department shall post the vacancy for internal transfer and/or promotion requests in accordance with the posting procedures hereof.
  - iv. If a position subject to recall is not filled pursuant to subsections ii or iii, other employee(s) on the recall list, in the inverse order of layoff, shall be offered the position if it is within the same pay grade or lower than that held at the time of layoff, provided that in the opinion of the General Manager or his/her designee, the employee has the requisite qualifications to fill the vacancy. If this decision is made within 18 months of the date of lay-off, the employee may appeal a decision by the General Manager that he/she does not have the requisite qualifications to adjudication, as described in this Article. If such decision occurs after eighteen (18) months from the date of layoff, the General Manager's decision shall be final and not

subject to further process. An individual who accepts such a position shall be removed from the recall list.

- v. An employee who refuses a job offered pursuant to subsection b. hereof, which job entails approximately the same hours as that held at the time of layoff, shall be removed from the recall list. However, if an employee is recalled to a lower rated job title, the employee shall have the right to refuse the recall without waiving his/her right to any subsequent recall opportunity.
  - vi. An employee on layoff status shall neither gain nor lose seniority.
  - vii. It is understood that the Department may not fill a vacancy with an outside applicant if there is a qualified employee with recall rights to such position who has not declined the position.
- (l) An employee on the recall list must maintain his/her current address on record with the Department. Notice of recall shall be by certified mail, return receipt requested. Failure to accept an offered position within five (5) calendar days of receipt of the offer shall be deemed a refusal to accept the offered position. An employee on the recall list who has accepted recall to a vacancy must return to work no later than two (2) weeks subsequent to acceptance of the recall unless such period has been extended by the General Manager or his/her designee, whose decision shall be final.

## **ARTICLE X** **LEAVES**

### **10.1 Policy**

Leave is defined as any absence that occurs during an employee's regularly scheduled work- hours, that is approved by a Department Head or his/her designee. Leave may be authorized with or without pay, and shall be granted in accordance with the policies outlined below on the basis of the work requirements of the employee's Department and, whenever possible, the personal needs of the employee. Leaves, as set forth in this section, shall be granted only to regular and limited service employees. Regular and limited service employees working twenty to thirty-four (20-34) hours in an average workweek shall earn a prorated (based

on a forty [40] hour workweek) amount of vacation, holiday, sick, and personal leave based upon the normally scheduled hours worked in an average workweek. An employee regularly assigned a normal workweek in excess of forty (40) hours shall earn vacation and sick leave at a proportional rate.

Except where required by law, any unpaid absence from work extending longer than thirty (30) days will not be counted towards an employee's pension/retirement benefit. Creditable service is the length of service which an employee has continued to receive wages from the Department except where otherwise required by law.

## 10.2 Procedure for Requesting Leave

With the exception of holiday, sick, and injury leave, an employee must submit a request to his/her Department Head or designee indicating the: 1) type of leave, and 2) dates of intended departure and return. This request must be approved prior to the taking of the leave.

## 10.3 Holiday Leave

(a) The following days are recognized as Department holidays:

New Year's Day	Bennington Battle Day
Martin Luther King	Labor Day
Presidents' Day	Columbus Day
Town Meeting Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Floating Holiday	

In addition, the day after Thanksgiving shall be a limited service day. A limited service day shall be defined as a day during which all Department offices are open and all Department services are provided. A Department Head shall insure minimum staffing is available to carry out necessary functions. Employees required to work on a limited service day shall be entitled to another day off, which shall be taken during the fiscal year in which it is earned or it will be forfeited.

Actual holiday observance dates are governed by the official Department holiday posting, which shall be made available in the administrative office of each Department for reference by employees.

Except for shift workers, whenever a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be the designated holiday. For shift workers, holidays will be observed on the actual day, not the designated Friday or Monday.

An employee shall provide his/her Department Head, or his/her designee, with as much notice as possible when the date for the floating holiday has been selected, in no case being less than one (1) working days' notice. The

floating holiday must be used during the fiscal year in which it is earned or it will be forfeited.

(b) Working Holidays

See Section 7.8 of this Agreement.

(c) Holiday Exceptions

Except as otherwise provided in this section, a full-time employee who is paid less than 40 hours during the week of the holiday (excluding advance pay), shall have his/her holiday time prorated based on hours worked during the corresponding workweek.

If a holiday falls on an employee's scheduled day off, he/she shall be credited with that holiday time. The alternate time off should be taken within six (6) months from said holiday and shall be taken in blocks of a minimum of 1/2 of a regularly scheduled workday with the approval of an employee's supervisor.

An exempt employee assigned to work on a day observed as a holiday may take subsequent time off at a time approved by his/her immediate Supervisor. The alternate time off should be taken within six (6) months of the holiday worked and shall be taken in blocks of a minimum of 1/2 of a regularly scheduled workday with the approval of an employee's supervisor.

#### **10.4 Vacation Leave**

Vacation leave may be taken as earned time after completion of six (6) months of employment according to the following schedule (accrued on a weekly basis within a fiscal year):

Credited Service	Hours of Vacation Earned per Year
Zero (0) through sixty (60) months	Eighty (80)
Over sixty (60) through one hundred twenty (120) months	One hundred twenty (120)
Over one hundred twenty (120) months through one hundred eighty (180) months	One hundred sixty (160)
Over one hundred eighty (180) months	Two hundred (200)

Vacation pay shall be equal to the normal hourly or weekly pay of the employee, excluding any premium payments, such as shift premiums.

Except as otherwise provided in this section, any employee eligible for vacation benefits who is paid less than his/her regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service), shall have his/her vacation benefit prorated for that week.

For purposes of determining vacation leave (and sick leave), credited service is the length of service for which a regular full or part-time, or limited service employee actually received wages from the Department.

(a) Vacation Leave Accruals

During any one fiscal year, an employee, after his/her first twelve (12) months of employment, must use at least fifty percent (50%) of his/her yearly-earned vacation benefit according to the above schedule. An employee may carry over, at the end of the fiscal year, a maximum of fifty percent (50%) of his/her yearly vacation benefits, up to a maximum of three hundred sixty (360) hours. Vacation leave in excess of the authorized carryover shall be forfeited and no financial compensation may be paid at the end of the fiscal year (June 30), unless an extension has been granted in writing by the Department Head with the approval of the City Council, after consideration of the recommendations by the Personnel Committee. Policies affecting employees of the Burlington Electric Department require no approval other than the approval of the Board of

Electric Commissioners, under Section 228 of the City Charter. Vacation time may be used by employees in addition to, or in lieu of, sick leave.

(b) Vacation Leave Scheduling

Vacation leave shall be scheduled on a fiscal year basis. Each employee must submit for approval prior to Jan. 15 of each year his/her choices of dates for the regular two (2) weeks vacation. Following that round of selection, but prior to Feb. 15, any employee who celebrates a cultural or religious holiday other than those recognized as official City holidays may elect to request one vacation day to celebrate that holiday. That selection of a single holiday/vacation day shall not prevent another employee from taking his/her previously chosen vacation. For employees who have accrued more than two (2) weeks of vacation, a second round of selection will then be held, with requests due prior to Feb. 15. A second round of cultural/religious holiday selection would occur. Then a third round of vacation schedule will be held, with requests due prior to June 15. In the event two or more employees request to take vacation at a time when, in the judgment of the appropriate supervisor, effective operations would be impossible if each request were honored, the supervisor shall determine how many employees may be absent during the time period and, if not otherwise worked out among the employees, seniority will be the determining factor as to who may take the vacation at that time. First preference for vacation selection will be given according to seniority and choice submittal date within the Department. Vacation weeks remaining open after completion of the above selection schedule will be considered without regard to seniority. Approval of the taking of one (1) or more full weeks' vacation must be secured at least two (2) weeks in advance of the vacation. Approval of the taking of four (4) or more hours of vacation leave in one day must be secured at least twenty-four (24) hours in advance of the vacation.

The taking of vacation shall be approved by the employee's immediate supervisor, after consideration of how staffing requirements will be met during the requested vacation leave period.

If a regular holiday falls during an employee's vacation period, he/she may request an additional day off (the Friday before or the Monday after), with normal straight- time pay, or as an alternative, the employee may choose to be paid normal straight- time pay for the holiday.

An employee who will be absent due to vacation and who desires to receive his/her paycheck in advance, must give at least two (2) weeks advance notice to payroll.

The provision allowing for the selection of a cultural or religious holiday is intended to accommodate the sincerely held beliefs of employees of diverse ethnic, national, religious, or racial backgrounds whose religious or cultural holidays are not officially recognized within the City's holiday schedule. Generally, the types of holidays encompassed by this provision would include, for example, a declared national holiday of another country from which the employee has emigrated or a day proscribed by a particular religious tradition for worship and not work. This provision is not intended to include holidays such as Valentine's Day or Halloween that, although widely recognized and celebrated, do not generally require time off from work to celebrate. Questions about whether or not a particular holiday falls within this policy should be directed to Human Resources.

(c) Payment for Unused Vacation Leave

An employee who has successfully completed his/her probationary period and who separates from Department employment after six (6) months of service shall be paid for accumulated vacation benefits of up to three hundred sixty (360) hours.

Upon separation, an employee may choose to be paid for the value of those 360 hours of vacation time in a lump sum or over a period of time. Regardless of how the vacation accrual is paid out, the employee's last day of actual work shall be considered his/her last day of employment and at that time the employee's active status ends.

During the payout time attributable to the use of accumulated vacation leave after an employee's last day of actual work, no sick, holiday, personal or vacation leave shall be earned.

Upon retirement, an employee's last day paid will be calculated incorporating any vacation payout and this will be the date used in determining the employee's length of creditable service.

In the event of an employee's death after six (6) months of service, payment shall be made to the estate of the deceased employee in an amount equal to the total accrued vacation hours earned.

**10.5 Sick Leave/Disability Leave**

- (a) Disability leave shall mean any leave attributable to any physical or mental disability due to sickness or accident not willfully or intentionally provoked by the employee, and preventing the performance of his/her regular or usual duties, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery there from.
- (b) In the event of disability on account of accident or sickness, each employee shall be entitled to the following benefits, less any disability benefits received from Workers' Compensation or Social Security:
  - i. If disability is caused by sickness or accident attributable to his/her employment, an employee shall be paid (see §§10.6 and 10.7 herein) for the period during which the employee is so disabled, but not in excess of twelve (12) calendar months for any one such disability.
  - ii. If disability is not caused by sickness or accident attributable to his/her employment, an employee shall be paid if the employee has unused disability leave.
- (c) An employee earns disability leave according to the following schedule:

Hours of Disability

Months of Service	Leave Earned per Year (In Hours)
Zero (0) through sixty (60) months	Ninety-six (96)
Over sixty (60) through one hundred twenty (120) months	One hundred twenty (120)
Over one hundred twenty (120) months	One hundred and forty four (144)

- (d) Except as otherwise provided in this section, any employee eligible for disability leave benefits, who is paid less than his/her regularly scheduled work week (excluding advance pay, military leave, legislative service and disciplinary action), shall have his/her disability leave prorated for that week.
- (e) An employee is entitled to accumulate disability leave without maximum.
- (f) Except as otherwise provided in this section, no employee shall be entitled to payment for unused disability leave upon separation from employment with the Department.
- (g) Unless otherwise noted, a certificate of disability from a physician shall be the responsibility of the employee.
- (h) In order to be eligible for a disability benefit, an employee who is absent from work on account of accident or sickness must:
  - i. Inform the immediate supervisor or Sector Manager of such fact at the first reasonable opportunity, which shall be no later than the commencement of the employee's normal work day;
  - ii. Submit upon request a certificate of disability from his/her physician in order to be eligible for benefit for that particular absence;
  - iii. If the employee is convalescing at home, he/she must report to the Department either in person, by telephone or letter at least once per week. If the employee is away from his/her place of residence, a physician's statement explaining why such absence is necessary, along with an estimate of the required period of absence, must be submitted.
- (i) In the event of disability on account of accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness to return to work.
- (j) In order to determine an employee's eligibility for disability leave, the Department may require, at its expense, an examination by a physician of its choice. The decision of the Department's physician shall be final.

- (k) Disability leave may be denied upon a determination that the employee has taken time off due to the employee's willful act or wanton recklessness or that the employee's condition is not sufficiently serious to justify the disability leave.
- (l) Unless disability leave has been denied pursuant to subsection 10.5(k), an employee disabled by accident in the line of duty shall be entitled to reinstatement to his/her former position or to placement within a vacant similar job and pay classification for a period of two (2) years after the onset of the disability; an employee disabled other than in the line of duty shall be entitled to reinstatement to his/her former position or to placement within a vacant similar job and pay classification for a period of one (1) year after the onset of the disability.
- (m) An employee who has accumulated at least two hundred fifty-six (256) hours of disability leave may convert disability leave to vacation leave at the rate of two (2) hours of disability leave to one (1) hour of vacation leave. A minimum balance of two hundred forty (240) hours of disability leave is to be maintained. An eligible employee, who chooses to convert more than eighty (80) hours of disability leave to vacation leave, must maintain a minimum balance of twelve hundred (1,200) hours of disability leave. No less than sixteen (16) hours of disability leave may at any one time be converted to vacation leave. In no event shall the provisions of Section 10.4, Vacation Leave, be violated. A conversion under this subsection may be done no more than one (1) time per fiscal year.

An employee's maximum conversion rights shall be according to the following schedule, provided the appropriate minimum balance of disability leave is maintained:

Years of Service	Conversion Hours
Zero (0) through twenty-four (24)	Eighty (80) sick to forty (40) vacation
Over twenty-five (25) through twenty-nine (29)	One hundred sixty (160) sick to eighty (80) vacation
Over thirty (30)	Two hundred forty (240) sick to one hundred twenty (120) vacation

- (n) Upon regular or disability retirement or in the event of employee death, unused disability leave shall be converted at a ratio of 2:1, up to two hundred forty (240) hours of disability leave, to one hundred twenty (120) hours of pay. The conversion may not bring the disability leave balance below two hundred forty (240) hours. This one-time conversion to pay shall take place during the last week paid and shall be classified as other earnings. In the case of disability retirement, the conversion takes place as of the day the employee is approved for disability retirement. The conversion of the two hundred forty (240) hours may be in addition to the conversion rights of Subsection 10.5 (m).
- (o) During the period attributable to the use of accumulated vacation time immediately preceding an employee's separation, no disability leave shall be earned
- (p) A Department employee who transferred from another City Department shall be credited with prior continuous City service for the purpose of determining his/her rate of earning disability leave. Said employee shall receive credit for previous unused disability leave up to a maximum of two hundred forty (240) hours.
- (q) Voluntary Sick Leave Bank

Lengthy illness, or injury, may exhaust an employee's sick leave and vacation leave, creating a hardship for the employee. To provide additional assistance to BED employees, a volunteer sick leave pool has been established to which employees may donate vacation leave eligibility to benefit fellow employees.

The sick leave pool is designed, and has been implemented, primarily to assist employees who have not yet been able to accumulate sick leave or who may encounter a serious illness or injury.

Leave Donation: Any employee may donate vacation leave time to the Pool, but must have at least one (1) week of vacation time remaining after any donation. Donations may be made any time throughout the year, and must be made in blocks of eight (8) hours. The sick leave pool will accumulate from year to year. The identity of the donors and recipients shall remain confidential.

**Eligibility:** To be eligible to receive sick leave from the pool, an employee must have exhausted all his/her accumulated sick leave, have exhausted all but one (1) week of their vacation leave, and have a reasonable expectation of returning to work within six (6) months of his/her last paid and/or vacation leave day.

**Procedure:** An employee must request that he/she receive days from the sick leave pool. Requests will be reviewed by a review committee made up of one non-union employee appointed by BED management and one union employee appointed by the IBEW Business Manager. Awards will normally be made in blocks of five (5) normal working days.

No sick leave or vacation accruals shall occur for individuals who are utilizing the sick leave pool.

## **10.6 Short Term Disability Leave**

### **(a) Eligibility**

To be eligible to receive benefits under the short term disability leave:

- i. An employee must be full-time exempt or non-exempt or a regular part-time employee (Section 14.1, Definitions) and have worked for the Department for at least one (1) year and have been unable to perform his/her duties for a minimum of two (2) consecutive weeks, or the number of hours equal to twice the regularly scheduled work week in consecutive weeks, due to sickness or accidental injury not substantially caused by the employee's intentional and/or negligent behavior.
- ii. Said hours shall come from accumulated disability leave, if available, applicable holiday leave and may include vacation leave.
- iii. The employee must have provided a written certificate from his/her physician attesting to the disability. Periodic physician certifications may be requested during the period of disability. In the event the Department deems it necessary, it shall have the

option of having a doctor of its choice, at its expense, examine the employee.

- iv. If the employee is convalescing at home, he/she must report to the Department either in person, by telephone or letter, at least once per week. If the employee is away from his/her place of residence, a physician's statement explaining why such absence is necessary, along with an estimate of the required period of absence, must be submitted.

(b) Benefit Payment Schedule

After benefit waiting period, the Department will match each hour of sick time an employee uses during the disability period. After exhausting sick time, said employee may use vacation time to be matched by the Department in the same manner as sick time. In the event that an employee runs out of sick time while still disabled and elects not to use vacation time (or has none accumulated), the Department would then pay the employee at 50% of his/her weekly wages until the employee is able to return to work (subject to payment period below).

(c) Benefit Payment Period

An eligible employee shall be entitled to the benefits of this short-term disability leave for a maximum of three (3) months. After an employee's benefits pursuant to this section have been exhausted, the employee may continue to exhaust his/her accumulated sick, vacation, holiday or other time which he/she had accumulated before receiving benefits pursuant to this section. An employee granted a disability retirement by the City's Retirement Board may not receive benefits under this section after the date of the disability retirement.

- (d) In the event of approval for disability retirement, the maximum entitlement of this short term disability benefit shall be equal to the number of short term disability hours required, in addition to accumulated vacation and holiday time and conversions per subsections 10.5 (m), to meet/supplement the earliest date on which the employee is entitled to disability retirement. This date may be ninety (90) days after the onset of the disability or the date approved for disability retirement by the City

Retirement Board, whichever is later. In no event shall subsection 10.5 (b) and/or 10.5 (c) be violated.

- (e) In the event that the disability is related to childbirth, the requirements of subsections 10.5 (h) i., ii., and iii., shall not apply for up to six (6) weeks after the birth for a normal delivery and eight (8) weeks for a C-Section. Any longer entitlement to benefits under this section must be supported by physician certification of disability.
- (f) An employee shall not earn vacation and/or sick leave for the time donated by the Department pursuant to this Short Term Disability Leave benefit.

### **10.7 Work Related Injury Leave**

An employee injured on the job, however slightly, must report the incident/accident immediately to his/her supervisor. In the event of a work-related accident, the injured employee, or the employee's supervisor in the event of an incapacitating injury, must complete an Employer's First Report of Injury form.

All expenses related to an on-the-job injury are subject to approval by the City's Workers' Compensation Insurance Carrier ("Carrier"). The Department will compensate an employee for lost time attributable to a work-related injury. Injury leave shall mean paid leave given to an employee due to absence from duty caused by an accident, injury or occupational disease that occurred while the employee was engaged in the performance of his/her duties. For injuries causing absences of more than three (3) days, the Department shall supplement the payments of Workers' Compensation so that the employee on injury leave will be paid full pay that is equal to the employee's net pay immediately prior to the injury. Net pay prior to the injury is defined as gross base pay minus federal, state and local withholding and Social Security and retirement contributions (if applicable), based on the twelve (12) week period average immediately prior to the date of injury. Such supplemental payments shall be for a period not to exceed a total of twelve (12) months for any one such injury.

In the case of injuries causing absences of three (3) days or fewer, the employee will receive injury leave, not to be charged against sick leave. If the employee does not use sick leave at any other time during the fiscal quarter, he/she will be

entitled to the appropriate sick bonus. Sick and vacation leave shall be earned during a work-related leave. In accordance with statutory requirements, the City will make reasonable accommodations to return a disabled employee in his/her former position or placement within a vacant similar position. Alternate work arrangements such as temporary job reassignment or light duty restrictions may be considered.

In the event of a lost time accident that results in twenty-four (24) or more regularly scheduled working hours lost attributable to a particular accident, the employee must submit a doctor's certificate to the Human Resource Area.

## **10.8 Workers' Compensation Insurance**

The Department follows guidelines for Workers' Compensation as outlined by the Vermont Department of Labor and Industry Workers' Compensation Laws. A copy of the Workers' Compensation Law is available in the City's Human Resource Area.

An employee has the right, under State Statute, to file a Workers' Compensation Claim up to six (6) months after an injury.

An employee injured on the job is entitled to coverage for all reasonably necessary medical services and supplies. The Department and/or the Carrier reserve the right to require an independent medical examination (IME) and/or doctor's certificate at any time, at the City's expense. The employee shall have the right to have a physician present at such examination paid for by himself/herself. Refusal to cooperate with an IME may jeopardize coverage of additional benefits. Medical benefit payments are subject to approval by the Carrier.

In the event of conflicting opinions between the IME and the employee's personal physician, each case will be managed on an individual basis.

Weekly Workers' Compensation payments for lost time, which have been approved by the Carrier, will be computed as required by law.

Subject to the State required minimums and maximums, sixty-six and two-thirds (66-2/3) percent of the average gross wage earned during the twelve (12) weeks preceding the injury, plus a small amount for each dependent child, tax exempt. The Department will supplement this value as described under Section 10.7.

Accident time which is not approved by the Carrier shall be paid at the employee's normal hourly rate of pay, and may result in adjustments to compensation previously paid to the employee for accident time. Accident time may be denied upon determination by the Department, or the Carrier.

In cases involving discrepancies regarding determinations made by the Department's Workers' Compensation Insurance Adjuster, the Department's General Manager shall retain ultimate authority for all decisions.

## **10.9 Bereavement Leave**

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and needs caused by the death of a member of his/her family or domestic partner and to relieve him/her of the concern over loss of earnings on the regularly scheduled workdays immediately following the death. If a death occurs during an employee's scheduled vacation, additional vacation day(s) may be granted to make up for those used for bereavement leave. An employee may utilize vacation or personal leave to supplement bereavement leave.

### **(a) Death of Spouse, Domestic Partner, or Child**

Upon the death of an employee's spouse, domestic partner, civil union partner or child, the employee may request and the Department Head or his/her designee may grant bereavement leave of up to ten eighty (80) working hours immediately following such death without loss of pay.

### **(b) Death of Parent**

Upon the death of an employee's parent, the employee may request and the Department Head or his/her designee may grant bereavement leave of up to forty (40) working hours immediately following such death without loss of pay.

### **(c) Death of Immediate Family Member**

Upon the death of an immediate family member not otherwise mentioned above (such as brother, sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law), the Department Head or his/her designee may grant up to twenty-four (24) hours leave with pay.

(d) Other

Upon the request of the employee, the Department Head or his/her designee may grant up to eight (8) hours leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

**10.10 Military Leave**

(a) Routine Training

- i. Employees who are members of the National Guard or on the Reserve List of any branch of the Federal Armed Forces, and who are requested to attend training camp will annually be allowed five (5) workdays paid military leave in addition to the employee's normal vacation allotment. Additional military leave shall be without pay, or may be taken as vacation. Notwithstanding the above, those employees who took advantage of the military leave benefit under the policy in effect until November 1, 1981, shall be annually entitled to an additional five (5) days of paid military leave.
- ii. Payment for the first week of military leave shall be computed on the same basis as vacation pay.
- iii. To be entitled to the benefits of this section, an employee must present his/her immediate supervisor with a copy of the orders calling for attendance at the training camp and said orders must be attached to the time sheet.
- iv. Military leave is calculated on a military fiscal year basis (October 1 through September 30).
- v. Applicable Federal laws under 38 USCA 2021, 2024 shall preempt and control in the event of any conflict between those laws and these policies. A copy of the aforementioned laws is available in an employee's Personnel Area.

(b) Active Duty for Other than Routine Training

- i. Subject to specific items defined in this policy, it is the overall intent of this policy to offer protection to employees called to or volunteering for active military service, such that their employee rights will be the same, as if they had not left for such military service.
- ii. An employee who has not utilized his/her military leave benefits for the military year (October 1-September 30) in which he/she is called to active duty shall be eligible for such benefits according to subsection 4.10.a. An employee also shall have the option to remain on vacation status, until his/her unused vacation balance is exhausted, receiving all employee benefits during that time. After that time the Department will compensate employees while in active service for the differential between the employee's military pay, which shall be computed on the military base pay received and other monetary compensation, and the amount designated as the straight-time weekly salary for the position for 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. An employee shall not receive Department benefits during this period, including the accrual of any sick or vacation time.
- iii. The Department will hold the employee's job open for 180 days (from service date called to active duty), but will only guarantee employment in a position in the same pay classification as the job he/she previously held, with compensation at the same percent of the ultimate for that former pay classification based on BED's compensation system in effect upon return.
- iv. No employee shall suffer loss of seniority, where applicable, while on active military leave.
- v. In light of the fact that the military will provide full benefits for the employee and his/her immediate family while on active duty, the employee will be considered on military leave without pay. Beginning the first day of the month following the commencement of military benefits, the Department will cease to provide health and dental benefits for an employee subject to COBRA benefits. If the employee elects to do so, his/her dependents shall continue to be covered by the Department's health and dental insurance at no additional costs

to the employee. In addition, the Department shall reactivate an employee's health, dental and life benefits at the termination of active duty upon written notice to the Department of the employee's intention to claim restoration to his/her former position. All other benefits shall be administered according to "no pay status".

- A. An employee shall not accrue vacation and/or disability leave benefits for the period without pay.
  - B. An employee shall be responsible for any voluntary deductions and shall make payment arrangements with Payroll prior to beginning the no pay status.
- vi. No employee shall suffer any loss in service credit to the Department while on full time active duty, provided that he/she returns to Department employment within 120 days of discharge. The Department shall continue to contribute to the retirement system on the employee's behalf.
  - vii. If an employee retires within three (3) years of discharge from active military duty, his/her retirement earnings shall be computed by utilizing earnings from the most recent years of service to the Department.
  - viii. This policy is not intended to apply to the annual two-week training leave where the employee opts for time off without pay, or similar training.
  - ix. Should this policy conflict with federal or state statutes regarding military leave, such federal or state statutes shall take precedence.

#### **10.11 Travel Leave**

See Appendix D of this Agreement.

#### **10.12 Replacing Employees on Leave**

The Departments may fill, on a temporary basis, positions of employees granted a leave of absence. The return of an employee from a leave of absence shall be

regarded as just and sufficient cause for the termination of his/her temporary replacement. If the position is filled on a temporary basis by a bargaining unit employee, such employee shall be entitled to return to his/her regular position upon the termination of the leave of absence.

### **10.13 Discretionary Leave**

An employee may apply through the Sector Manager to the General Manager who, upon good cause shown, may grant the employee the right to take additional leave. Such leave, if granted, will be paid, unpaid, with or without benefits, or credited against the employee's accumulated disability leave as determined by the General Manager. The terms of the discretionary leave shall be in writing, signed by the employee and General Manager.

### **10.14 Family and Medical Leave**

#### 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 and care 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.

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 treatment 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.

#### 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 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.

### 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.

### 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.

### 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 general manager.

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. An employee returning to work after a medical leave will be required to provide certification from the health care provider that he or she is able to perform all the essential functions of his or her employment. Consistent with other existing policies, the Department may require that the employee complete a return to work examination with the Department's medical examiner or other health care provider designated by the Department at the Department's expense.

#### 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.

#### No Retaliation

Employees who take FMLA leave may not be discriminated or retaliated against.

#### 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.

### **10.15 Personal Leave**

- (a) A regular full-time employee shall be entitled to take up to twenty-four (24) hours each fiscal year to conduct personal affairs that cannot reasonably be conducted during non-work hours. Personal leave, in the first year of employment, will be prorated from date of hire. A regular part-time employee shall have his/her personal leave prorated based on his/her regular schedule. Personal leave shall not be taken for the purpose of extending holiday or vacation periods.
- (b) Except in cases of emergency, when as much notice as possible shall be given, an employee shall give at least twenty-four (24) hours notice of his/her desire to take personal leave.
- (c) Personal leave shall not exceed the twenty-four (24) hour fiscal year limit. If additional personal leave is needed by the employee, the time will be deducted from the employee's vacation time.
- (d) Personal leave may not be accumulated from year to year.
- (e) The taking of personal leave shall only be upon the approval of the employee's Manager or his/her designee.

### **10.16 Seniority Computation During Leaves of Absence**

Any employee who is granted a paid leave of absence shall continue to accrue seniority for the duration of the leave. Unless otherwise required by law, employees who are granted an unpaid leave of absence shall neither gain nor lose seniority for the duration of the leave.

### **10.17 Jury Leave**

- (a) Employees shall be paid for necessary time off to serve on a regular jury or when subpoenaed to appear as a witness in court or before a grand jury. The pay arrangement shall be structured so that an employee neither gains nor loses pay as a result of jury service. If the employee receives compensation for jury service, such check shall be remitted to or endorsed over to the Department and the Department will pay the employee his/her normal rate. If the court does not pay the employee, the employee shall

likewise continue to earn their normal rate. In no case shall an employee earn their normal rate plus an amount for jury service.

- (b) Jury leave for employees on the Second Twelve Hour Shift and Second and Third Eight-Hour Shifts.

A second twelve-hour shift employee or a second or third eight-hour shift employee who receives notice that he/she has been selected for jury service shall immediately inform his/her appropriate supervisor. The Department shall request volunteers from the first shift or outside crew to temporarily exchange shifts with the employee selected for jury service. If there are no volunteers, the Department will assign a first shift or an outside crew employee to exchange shifts with the employee who has been selected for jury service.

The Department shall assign the employee selected for jury service to a first shift/McNeil outside shift assignment for the full period of the jury service assignment. The employee on jury service shall notify the Department as soon as possible when his/her jury service is expected to terminate and the Department may switch the employee back to his/her regular shift. The Department shall ensure that employees who exchange shifts to accommodate another's jury service and employees on jury service will have at least eight hours off between working a first shift or jury duty and moving to the second or third shift.

- (c) Only the employee actually working the second or third shift will receive shift differential payments.
- (d) On any given day, if an employee who is assigned to jury service finishes their jury service for the day and there are four or more hours remaining in their shift (after travel time) on that day, the employee must return to work the remaining hours of their shift.

## GRIEVANCES

### ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURES

#### **11.1 Grievances**

It is the desire of the Department and the Union that issues be resolved in as timely a manner and at the lowest level of the grievance process as possible. To help achieve this, either party may request assistance from the Human Resources department or any other City department it deems appropriate.

A "grievance" shall mean a claim by the Union or an employee that there has been a violation or misinterpretation of the terms of this Agreement, or that a disciplinary action has been taken without just cause. Any grievance shall be handled as follows:

- (a) Step 1: The grievance shall be presented to the employee's immediate supervisor or designee within ten (10) calendar days after the employee knew or, in the exercise of reasonable diligence, should have known of the events giving rise to the grievance. The employee, the union representative and the supervisor will discuss and attempt to resolve the matter. The Department shall respond to the grievance within four (4) business days subsequent to the discussion.

If no settlement is reached during the discussion, the grievance shall be reduced to writing, using the grievance form in Appendix C, and presented to the supervisor within five (5) business days from the Department's response. The supervisor shall arrange a meeting with the grievant and union representative within seven (7) calendar days after the grievance has been filed. After determining the relevant facts, such supervisor shall issue his/her written decision within ten (10) calendar days following the conference.

Step 2: In the event that grievance is not resolved at Step 1, the Union may within ten (10) calendar days of receipt of the Step 1 decision, appeal the grievance in writing to the General Manager and/or his/her designee. The General Manager and/or his designee shall investigate the relevant facts and shall conduct a conference with the grievant and union representative.

The General Manager and/or his designee shall issue a written decision within fourteen (14) calendar days of the Step 2 filing.

**Step 3:** In the event the grievance is not resolved at Step 2, the Union may appeal in writing to the Board of Electric Commissioners (Commission) by filing such appeal with the Commission's Clerk within ten (10) calendar days after receipt of the Step 2 decision. The Commission shall investigate the relevant facts and shall conduct a conference with the grievant. The rules governing the conference are as follows:

- i. There shall be no required “discovery session” prior to the grievance for the parties to exchange documents or other evidence. If the parties wish to submit joint exhibits, however, they should coordinate in advance to do so.
- ii. Each party will be responsible to organize and number their exhibits and prepare a copy for use by the other party, a set for the Commissioners and one set for the record.
- iii. Each party’s entire presentation to the Commission will be limited to one half hour. The parties, of course, may respond to questions by the Commissioners. Rebuttal time is included in the half hour, so a portion of the 30 minutes should be saved in advance, if rebuttal is desired by either party.
- iv. During each party’s presentation, the other side shall not interrupt. Objections will be reserved for presentation or rebuttal.
- v. The parties may submit a written summary of the argument presented to the Commission within five (5) business days of the Commission’s hearing of the grievance.
- vi. The Commission will issue its decision in writing no later than thirty (30) days following the close of the hearing or the receipt of written arguments, whichever later occurs.

## **11.2 Arbitration**

- (a) In the event that an arbitrable grievance is not resolved at Step 3, the Union may file for arbitration by giving written notice of such intention to the General Manager within fourteen (14) calendar days after receipt of the Step 3 decision. The Department and the Union shall have seven (7) calendar days during which to attempt to agree upon the services of an arbitrator. In the event that there is no such agreement, the Union within seven (7) calendar days thereafter may file for arbitration with the Federal Mediation and Conciliation Service (FMCS).
- (b) The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.
- (c) Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the FMCS, if any, will be divided equally between the parties. Should either party request a transcript of the proceedings, such party will bear the full cost of the transcript.
- (d) The arbitrator's decision is final and binding on both parties except that a lawsuit may be initiated on the basis of a question of constitutional or civil rights. Both the Department and the Union recognize that this Agreement is governed by the Vermont Arbitration Act, 12 V.S.A. § 5651, et seq., as it may be amended from time to time. See also Article XV (Acknowledgement of Arbitration).

## **11.3 General Provisions**

- (a) There shall be no retribution against any employee who makes good faith use of this grievance procedure.
- (b) Following the initial discussion stage as outlined in Step 1 above, a grievance must be set forth in writing describing the alleged violation or misinterpretation of this Agreement. The specific sections violated must be cited, and the relief or remedy requested must be specified.
- (c) Failure at any step of the grievance procedure to communicate the written decision within the specified time limits shall be deemed a denial of the

grievance on the last date for the timely issuance of the written decision. The grievant may then proceed to the next step.

- (d) Failure at any step of the grievance procedure to appeal a decision within the specified time limits shall end the grievance process for that particular grievance.
- (e) The time limits specified for the processing of a grievance may be extended or decreased by mutual written agreement.
- (f) Written communications will be served through the appropriate means (e.g., fax, email, US mail) necessary to ensure accuracy and timeliness unless otherwise requested by either party that the communications be submitted by a specific means.
- (g) To the extent permitted by law a grievance shall be treated as confidential to the extent possible under the circumstances (i.e. kept within the Union and the Department), by the Department, the Union and the grievant until a final decision has been rendered or a settlement reached.
- (h) In no case may the relief or remedy granted have a retroactive financial impact earlier than the later of fifteen (15) calendar days preceding the date of the initial filing of the grievance or the date of the grievable incident.
- (i) The parties to this Agreement, as well as the grievant, will cooperate in the investigation of any grievance and will provide to the other such information reasonably available to it as is reasonably requested for the processing of a grievance.
- (j) An employee reasonably required in good faith to be present at a grievance meeting or arbitration hearing during their regular working hours shall not suffer any loss of pay for absence from work.
- (k) Probationary employees as defined herein may utilize the grievance procedure in all respects except for the determination to terminate their employment during such probationary period, which decision shall not be subject to the grievance and arbitration procedures hereof.

## **GENERAL PROVISIONS**

### **ARTICLE XII** **PERSONNEL MATTERS**

#### **12.1 Filling/Posting/Creating of Vacancies**

- (a) When the Department determines to fill a vacant position (existing or new) within the bargaining unit for any reason, the employee awarded such position shall serve a sixty (60) day probationary period. If within such sixty (60) days, either the employee chooses to return to his/her previous position, or the Department determines not to retain the employee in the new position, the employee shall return to his/her former position, if it still exists. The sixty (60) day probationary period may be extended by a maximum of thirty (30) additional days by agreement between the Department and the employee. The rights of each employee in the entire chain of such transfers shall be subordinate to the status of the person whose former position he/she is filling, regardless of their performance in the new position. These provisions apply whenever a position (bargaining unit or non-bargaining unit) is filled by a bargaining unit employee. In the event that an employee's prior position has been abolished by the Department as of the time the employee elects to leave or is removed from his/her new position, such employee shall be given a notice of layoff and the layoff provisions of this Agreement shall be applicable.
- (b) Whenever a covered job becomes vacant except as stated hereafter, the Department agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within one year from the date the vacancy commenced. A copy of such notice shall be sent promptly to the Business Manager of the Union.
- (c) Notice of regular bargaining unit vacancies shall be posted within the Department, for a period of eleven (11) working days. Such notice shall be posted on specified bulletin boards within the Department and shall state the area position, classification, minimum/maximum rates of pay, qualifications for the job and the date which the notice is posted and the last day for filing applications. Applications for such positions shall be on forms provided by the Department.

- (d) If any Department bargaining unit member (s) bids for a posted position, the Department shall consider that bargaining unit applicant(s) and award the position within thirty (30) working days following the close of the posting period, if there is a qualified bargaining unit candidate.

If one or more bargaining unit members bids for the posted position the Department shall award the position to the most qualified bargaining unit applicant if the applicant meets all of the following conditions: 1) the applicant has the qualifications, training, ability, efficiency and physical requirements for such position, 2) the applicant has not received a written reprimand or more severe discipline, other than for a Class II safety violation, for an incident(s) which occurred within the eighteen months prior to the posting of the position, 3) the applicant has not received any Class I written safety violations or more than two (2) Class II written safety violations for an incident(s) which occurred within the eighteen months prior to the posting of the position. The Department may conduct interview(s) to assess if the candidate(s) meets the qualifications of the posting as listed in the three (3) conditions above.

Whenever bargaining unit applicants for vacancies equally qualify, in accordance with all of the above, seniority shall govern.

The Department may post the position in any other location of its choosing during the period of eleven (11) days noted in subsection (c) above, provided that the Department does not consider external candidates before considering all qualified bargaining unit candidates. If no bargaining unit employee is awarded the position on the basis of the departmental posting, the Department shall be free to consider outside candidates and to award the position to the most qualified applicant in its sole judgment, and this standard shall at this time also be applicable to any candidates from the bargaining unit who only apply at the time of the general posting. However, if the general posting occurs sixty (60) or more days after the departmental posting period has closed; qualified bargaining unit employees that apply for the position during the general posting will be given preference over external candidates.

- (e) If a bargaining unit employee applies for the position and is awarded the position, the employee will start work in the new position no later than forty-five (45) days from the date of the award.

- (f) When the Department creates a new position within the bargaining unit, the Department will notify the Union at least five (5) working days prior to the new position being posted. The notice shall specify the new position's title, the proposed new job description, its classification, and its pay grade. At the request of the Union, the parties will meet and confer within such five (5) workday period concerning the new position. Following such consultations if requested by the Union, the Department may put in place the new position. If a disagreement exists, the initial classification and pay grade shall be as determined by the Department but the Union shall be authorized to utilize the impasse procedures of Title 21, Vermont Statutes Annotated only with regard to the classification and pay grade for such position.
- (g) During the one year period in which the Department has to decide whether it will fill a vacant position, if a supervisor determines that some or all of the position's work must be performed on a given day, the supervisor has the following options. If there are four (4) hours or less of work, the supervisor must first offer the work to an on duty bargaining unit member holding the same job title. If no bargaining unit member of the same job title volunteers for the work, then the supervisor may perform four or less hours of the vacant position's work.

If more than four hours of the vacant positions work needs to be performed on a particular day, then the supervisor will first offer the work to bargaining unit members of the same job title both on and off duty. If no one of the same job title volunteers for the work then it must be offered to bargaining unit members who possess the minimum skill and qualifications necessary to perform the work but are of the same pay grade as the vacant position. If there are still no volunteers, then the supervisor may elect to perform the work himself.

In any of the above-described circumstances, the supervisor always reserves the right to assign the work to an employee who possesses the minimum skills and qualifications to perform the work, rather than perform the work himself. A supervisor may not perform the vacant position's work in excess of thirty-two (32) hours in a two-week period unless the position has been posted but has not yet been filled.

- (h) When there is a disability leave in effect under the provisions of Section 10.5(I), the Department may elect to fill such position for the duration of the disability leave. If so, it shall do so by a posting under the provisions of this Section. However, the posting shall clearly state that it is for a temporary position that will end upon the termination of the disability leave. If a covered employee takes such a position, s/he shall return to his/her regular position when the temporary position ends. Any other temporary adjustment created by the disability leave shall also end upon the termination of the disability leave. If an employee on disability leave determines not to return, the position shall once again be posted and filled in accordance with the procedures of this Section.

**12.2 Bargaining Unit Work Performed By Other than Bargaining Unit Employees**

- (a) Bargaining unit work should typically be performed by employees covered by the provisions of this Agreement. However, such work may be performed by individuals other than bargaining unit employees under the following circumstances and pursuant to the following protocols:
  - i. In case of emergency declared to exist by the General Manager, but only for the duration of the emergency. For purposes of this section, an emergency shall be an unplanned event of superior or irresistible force which has resulted or will result in the loss of service to customers unless all available and qualified employees are deployed in the manner determined best by the General Manager to prevent loss of service to customers or to restore such service. Bargaining unit employees shall be called as soon as possible and shall take over for non-bargaining unit employees upon arrival.
  - ii. On a given day, a non-bargaining unit employee may perform four (4) or fewer hours of bargaining unit work if an on duty bargaining unit member holding the same job title is first offered the opportunity for such work and declines such opportunity.
  - iii. On a given day, a non-bargaining unit employee may perform bargaining unit work in excess of four (4) hours only if the supervisor has first offered the work to bargaining unit employees of the same job title who are both on and off duty, and has also

offered the work to bargaining unit employees having the same pay grade as that applicable to the work to be performed, who have the minimum qualifications and skills necessary to perform the work, and no such bargaining unit employee volunteers to perform such work.

- iv. In any of the above-described circumstances, the supervisor always reserves the right to assign the work to a bargaining unit employee who possesses the minimum skills and qualifications to perform the work.
- v. In the case of vacancy, as set forth in 12.1 above.

### **12.3 Voluntary Separation**

In the absence of a specific written agreement, employees are free to resign at any time. An employee is encouraged to provide the Department with at least two (2) weeks notice prior to separation. An employee who is absent from work for three (3) consecutive days without giving proper notice to his/her supervisor will be considered as having voluntarily resigned. Exceptions (i.e. an extreme emergency) to this policy must be approved by the Department head.

For information on the payout of accrued leave upon termination, see §10.4, Vacation Leave, and §10.5, Sick Leave.

### **12.4 Involuntary Separation**

Once an employee has successfully completed his or her probation, he or she may not be discharged without due process. The Human Resources Director shall review all proposed discharges prior to any termination action being taken. The review should include information to determine exactly why the employee is to be discharged and that the discharge is: a) warranted by the circumstances; b) properly documented; c) supported by the employee's personnel record; and d) consistent with the Department's policies and procedures.

An employee who has been discharged shall be entitled to receipt of a written notice of discharge, which states:

- (a) the effective date of the discharge;

- (b) the reason(s) for the discharge;
- (c) notification of the employee's right to request a hearing for review of the discharge action.

## **12.5 Retirement**

The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed for Burlington Electric Department IBEW employees on July 1, 2004, except as follows:

### **A. Current Employees hired before May 4, 2008:**

1. 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. :
  - For fiscal year 2019, retroactive to July 1, 2018, employees shall contribute 28% (and the City contribute 72%) of the total contribution required to BERS. For FY19 this shall mean that employees contribute no more than 5.60% of employee base pay.
  - For fiscal year 2020, employees shall contribute 28% (and the City contribute 72%) of the total contribution required to BERS. For FY20 this shall mean that employees contribute no more than 5.80% of employee base pay.
  - For fiscal year 2021, employees shall contribute 29% (and the City contribute 71%) of the total contribution required to BERS. For FY21 this shall mean that employees contribute no more than 6.20% of employee base pay.
  - For fiscal year 2022, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY22 this shall mean that employees contribute no more than 7.00% of employee base pay.

2. These employee contributions shall be administered as a pre-tax deduction consistent with requirements of the Internal Revenue Service.
3. Employees who retire and elect the one-half (1/2) COLA option shall have benefits calculated using a 1.9% factor for all years of creditable service prior to May 4, 2008 and a factor of 1.8% for all years of creditable service after that date.
4. Employees who retire and elect the No COLA option shall have benefits calculated using a 2.2% factor for all years of creditable service prior to May 4, 2008, and a factor of 2.0% for all years of creditable service after that date.
5. Employees in service on or after July 1, 2001, who retire and elect a full COLA option shall have benefits calculated using a 1.6% factor for all years of creditable service up to twenty-five (25) years of service and a .5% factor for all additional creditable years of service.
6. The annual full COLA adjustment factor for employees who retire after the date of execution of this contract shall be based on the CPI-U-Northeast, with a cap of two and three-quarters percent (2.75%), counting each 0.1 increment.

B. Current Employees Hired After May 4, 2008:

1. Employees shall contribute the following percentage of base pay to their retirement (note that the FY19 contribution rate will begin for employees employed by BED as of the date of execution of this Agreement):
  - For fiscal year 2019, retroactive to July 1, 2018, employees shall contribute 28% (and the City contribute 72%) of the total contribution required to BERS. For FY19 this shall mean that employees contribute no more than 5.60% of employee base pay.
  - For fiscal year 2020, employees shall contribute 28% (and the City contribute 72%) of the total contribution required to

- BERS. For FY20 this shall mean that employees contribute no more than 5.80% of employee base pay.
- For fiscal year 2021, employees shall contribute 29% (and the City contribute 71%) of the total contribution required to BERS. For FY21 this shall mean that employees contribute no more than 6.20% of employee base pay.
  - For fiscal year 2022, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY22 this shall mean that employees contribute no more than 7.00% of employee base pay.
2. These employee contributions shall be administered as a pre-tax deduction consistent with requirements of the Internal Revenue Service.
  3. Employees retiring at age sixty-five (65) or thereafter shall have benefits calculated at a one and four-tenths (1.4) percent factor for all years of creditable service up to twenty-five (25) years of service and a five-tenths (0.5) percent factor for all additional years of creditable service.
  4. There shall be no one-half (1/2) COLA or No COLA options. All employees hired after May 4, 2008, shall receive the full COLA option.
  5. The annual full COLA adjustment factor for employees who retire after the date of execution of this contract shall be based by BERS on the CPI-U-Northeast, with a cap of two and three-quarters percent (2.75%), counting each 0.1 increment, except if the retirement system's funding level falls below 70% funded or the fund's rate of return fails to meet the anticipated rate of return.
  6. Contributions will not be required for employees having thirty-five (35) or more years of creditable service. Also, if an employee who has made contributions to the retirement system but retires before completing three (3) years of service, the employee shall be reimbursed for the employee's contributions.
  7. All employees hired on and after October 30, 2012, shall have their average final compensation computed on the basis of their five highest earning years. All employees hired before then shall

continue to have their average final compensation computed on the basis of their three highest earning years, except that if such employee receives an increase in compensation of ten percent or more in any year of his/her last five years of service, the average final compensation for such employee shall be based on his/her five highest earning years.

8. No retirement COLAs will be received by employees until they reach age 65 unless the City's retirement system's funding level reaches 81% funded or more, except for those IBEW bargaining unit members who elected to pay the extra 1.0% for early retirement under Section 12.5(D)(2) below.

C. Vesting

1. Vesting - Effective as of the date of execution of this Agreement, 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 the execution date shall remain partially vested until the employee has completed five years of service and then becomes fully vested.
2. 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. Early Retirement

1. Any employee retiring prior to December 19, 2013, may retire on the basis of the system and protocols in effect in the 2006-09 collective bargaining agreement.
2. Thereafter, employees hired on or before May 4, 2008, were afforded an irrevocable, one-time (except as provided in subsection (d) below) election of one of two options:

- a. To continue to be eligible for early retirement benefits at 2% per year deduction between ages 55 and 65, in accordance with the 2006-09 collective bargaining agreement, and to make retirement contributions of 4% of base pay retroactive to October 30, 2012; or
- b. To make retirement contributions of 3% of base pay and be subject to the following deductions:
  - age 55 – 6% for each year between 55 and 65;
  - age 56 – 5.5% for each year between 56 and 65;
  - age 57 – 5% for each year between 57 and 65;
  - age 58 – 4.5% for each year between 58 and 65;
  - age 59 – 4 % for each year between 59 and 65; age 60-64 inclusive – 2% per year;
  - age 65 – no deduction

Any employee who did not make this election and does not retire prior to December 19, 2013, will be regarded as having chosen option 2(b).

- c. As of the date of this Agreement, employees who elected (or were deemed to have elected) 2(b) will pay the contribution rates noted in section 12.5 B.1. above, and, subject to subsection (d) below, employees who elected 2(a) will pay 1% higher than the standard rate, which will be subject to the following caps):
  - For fiscal year 2019 6.6%
  - For fiscal year 2020 6.8%
  - For fiscal year 2021 7.2%
  - For fiscal year 2022 8.0%
  -
- d. Employees who elected 2(a) were provided a one-time period of sixty (60) days following March 9, 2016, to change their election from 2(a) to 2(b) by notifying the City’s Retirement Administrator in writing of their change in election.

- 3. Employees hired after May 4, 2008 shall be subject to the Early Retirement Factors set forth in the table below:

**BED/IBEW – New Employees Class B Members  
Early Retirement Factors**

<b>Age</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
55	0.356	0.359	0.362	0.365	0.368	0.371	0.375	0.378	0.381	0.384	0.387	0.390
56	0.393	0.396	0.400	0.403	0.406	0.410	0.413	0.416	0.420	0.423	0.426	0.430
57	0.433	0.437	0.441	0.444	0.448	0.452	0.456	0.459	0.463	0.467	0.471	0.474
58	0.478	0.482	0.487	0.491	0.495	0.499	0.504	0.508	0.512	0.516	0.521	0.525
59	0.529	0.534	0.538	0.543	0.548	0.552	0.557	0.562	0.566	0.571	0.576	0.580
60	0.585	0.590	0.596	0.601	0.606	0.612	0.617	0.622	0.628	0.633	0.638	0.644
61	0.649	0.655	0.661	0.667	0.673	0.679	0.685	0.691	0.697	0.703	0.709	0.715
62	0.721	0.728	0.735	0.742	0.748	0.755	0.762	0.769	0.776	0.783	0.789	0.796
63	0.803	0.811	0.818	0.826	0.834	0.841	0.849	0.857	0.864	0.872	0.880	0.887
64	0.895	0.904	0.913	0.921	0.930	0.939	0.948	0.956	0.965	0.974	0.983	0.991
65	1.000											

**12.6 Disability Retirement**

If an employee becomes, in the judgment of the Board of Medical Examiners and the Retirement Board, mentally or physically incapable of performing his or her duties with the Department and such incapacity is expected to be permanent, the employee may be eligible for disability benefits at the end of ninety (90) days after the onset of the disability. There is no service requirement to be eligible. No employee hired after October 30, 2012 shall be eligible for disability retirement benefits for an off-the-job injury during the first two (2) years of employment by the City. For employees hired prior to October 30, 2012, the disability benefit for Class B employees, under the age of sixty-five (65), whether job-related or not, equals seventy-five percent (75%) of the employee's earned compensation at the time of the disability retirement. For employees hired after October 30, 2012, that benefit shall be sixty- six and two-thirds percent (66 2/3%). This amount is reduced by any periodic workers' compensation benefits and primary Social Security Disability payments.

The disability benefit for Class B employees over age sixty-five (65) is calculated by a benefit formula.

The definition of disability during the first two (2) years is that the employee cannot perform his or her assigned duties.

After the first two (2) years, the definition of "disability" is whether or not by reason of education, training, and background the employee has, would have, or would be able to acquire a reasonable and marketable skill which is or could be consistent with the employee's health and which skill could or potentially could provide in the employee's general residential area, income which would be reasonable with respect to the employee's earnings history at the time of disability retirement.

An employee's disability benefit is reduced after the first two (2) years if he or she is working or able to work at a job paying more than the difference between the seventy-five percent (75%) (or for employees hired after October 30, 2012, sixty-six and two-thirds percent (66 2/3%) disability benefit and the employee's earned compensation, so that the total earnable shall equal the employee's earned compensation at retirement.

During the first two (2) years, an employee's disability benefit is reduced by amounts actually earned as in the preceding paragraph. At age sixty-five (65) for Class B employees, providing the employee has at least completed three (3) years of creditable service, the employee is eligible for a retirement benefit, with all the years of total and permanent disability counted as service credit. For additional disability retirement plan details, contact the Retirement Office.

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.

## **12.7 Changes in Job Descriptions**

- (a) In the event the Department wishes to amend the job description and/or the associated duties for a covered position, or to amend the classification ranking and pay grade associated with a covered position, it shall notify the Union not less than five(5) work days prior to the date it wishes such amendments to take effect. Similar notice shall also be given for new covered positions.
- (b) The notice shall specify the new position or the position to be amended, the proposed new job description, its classification, and its pay grade. At the request of the Union, the parties will meet and confer within such five (5) workday period concerning the proposed change. Following such

consultations if requested, the Department may put in place the amended or new position. The initial classification and pay grade shall be as determined by the Department if a disagreement exists, but the Union shall be authorized to utilize the impasse procedures of Title 21, Vermont Statutes Annotated only with regard to the classification and pay grade for such position.

## **12.8 Safety Manual**

The current Safety Manual, as the same may be revised by the Safety Committee, shall be considered incorporated within this Agreement. The Department shall have the right to revise the Manual to the extent necessary to conform to federal and state law and regulation.

## **12.9 Safety**

Each employee is required to familiarize himself/herself with the Department Accident Prevention Manual.

### **(a) Hazardous Duties**

- i. When an employee is called upon to perform a task which the employee considers to be hazardous and that his/her safety has not been reasonably protected, the employee is expected to bring the situation to the attention of the foreman or other immediate Supervisor. If not satisfied with the response of the foreman or immediate Supervisor, the employee may refuse to perform the task.
- ii. When an employee has refused to perform an assigned task due to the hazards involved, the employee must submit a written report of such refusal, including a description of the hazards involved, to his/her immediate Supervisor within seventy-two (72) hours of such refusal. The matter will then be referred to a panel consisting of the immediate Supervisor, the Department Director of Safety, as well as a third member employee to be chosen by the employee. The panel shall consider all evidence presented, determine the reasonableness of the employee's refusal to perform the assigned

task and recommend to the Sector Manager whatever action it deems appropriate.

(b) Accident Reporting Procedure

- i. When an employee or other person has been injured or there has been damage to Department or private property while on the job, a properly completed accident report must be submitted to the Department Safety Director within twenty-four (24) hours of the accident. The employee's Supervisor shall be responsible for signing and forwarding the properly completed report to the Safety Area.
- ii. If one or more employees other than the employee reporting the accident, witnesses the accident, at least one such employee must sign the accident report.
- iii. If an employee misses scheduled work time due to a work-related accident, the employee's supervisor shall notify the Safety Director as soon as possible, but no later than 12:00 noon the following business day.
- iv. In cases of employee injury, refer to §§ 10.7 and 10.8 herein.

(c) Safety Rules Violations

i. Class I Violations:

It is extremely important that each employee strictly obey the Department's safety rules and instructions as they pertain to the work performed by such employee. Certain violations of the safety rules are considered more serious than others.

- A) Failure to use fall protection when required.
- B) Failure to use insulated protective equipment.
- C) Failure to comply with rubber glove rules.

D) Failure to follow BED/ McNeil Lock Out Tag Out (LOTO) procedures.

E) Failure to follow switching and tagging procedures.

ii. Class II Violations:

Class II Violations are defined to be any violations of the safety rules and instructions other than those specifically categorized as Class I Violations.

iii. Class I Safety Violations will normally be disciplined as follows:

A) First Offense – Twenty-Four (24) working-hours suspension, without pay, and a letter of reprimand to remain in the employee's file for three (3) years.

a. The employee will be given the opportunity to reduce the number of working hours, without pay, for the following reasons:

i. The employee self-reports and/or acknowledges and is accountable for the violation. This would amount to a reduction of (8) hours, without pay, being subtracted from the initial twenty-four (24) working-hours suspension.

ii. The employee prepares and presents a review of the incident at the next scheduled safety meeting. This would amount to a reduction of (8) hours, without pay, being subtracted from the initial twenty-four (24) working-hours suspension.

iii. Note item (i) and item (ii) above are independent of each other. If only item (i) is completed then the working hour's suspension is sixteen (16) working hours, without pay. If only item (ii) is completed then the working hour's suspension is sixteen (16) working hours. If both item (i) and (ii) are completed then the working hour's suspension is a total of eight (8) working hours, without pay.

B) Any Class 1, Second Offense – Eighty (80) working-hours suspension, without pay, and letter of reprimand to remain in the employee's file for three (3) years. (Must occur while disciplinary action for the First Offense is in effect).

C) Any Class 1, Third Offense – Discharge from further employment at the Department. (Must occur while disciplinary actions for the Second Offense is in effect).

iv. Class II Safety Violations will normally be disciplined as follows:

A) Any Class II, First Offense – Oral Warning Memorandum – Warning remains in effect for one (1) year.

B) Any Class II, Second Offense – Letter of reprimand to remain in the employee’s file for one (1) year. (Must occur while disciplinary action for the First Offense is in effect)

C) Any Class II, Third Offense – Twenty-Four (24) working-hours suspension without pay and letter of reprimand to remain in the employee’s file for three (3) years. (Must occur while disciplinary action for the Second Offense is in effect).

D) Any Class II, Fourth Offense – Eighty (80) working hours suspension without pay and letter of reprimand to remain in the employee’s file for three (3) years. (Must occur while disciplinary action for the Third Offense is in effect).

E) Any Class II, Fifth Offense – Discharge from further employment at the Department. (Must occur while disciplinary actions for the Fourth Offense is in effect).

Any combination of five (5) active Safety Violations shall constitute discharge from further employment at the Department.

(d) Removal of Letter of Reprimand for First Offense Class I and Second Offense Class II Safety Violation

i. First Offense Class I Safety Violation:

A letter of reprimand received for a First Offense Class I Safety Violation only, may be removed from an employee’s personnel file by the General Manager a minimum of one (1) year after the date of

issue, at the recommendation from the Safety Department provided that:

- A) Beginning on the date reprimand is issued, the employee has worked one (1) continuous year without being the subject of further disciplinary action for a safety violation;
- B) Within that year the employee designs, develops, and presents a safety related workshop approved by the Safety Department; AND
- C) The employee receives a positive safety performance review from the Safety Department.

ii. **Second Offense Class II Safety Violation:**

A letter of reprimand received for a Second Offense Class II Safety Violation only may be removed from an employee's personnel file by the General Manager a minimum of six (6) months after the date of issue, and at the recommendation from the Safety Department provided that:

- A) Beginning on the date reprimand is issued, the employee has worked six (6) continuous months without being the subject of further disciplinary action for a safety violation;
- B) Within those six (6) months the employee designs, develops, and presents a safety related workshop approved by the Safety Department; and
- C) The employee receives a positive safety performance review from the Safety Department.

## **12.10 Probationary Periods**

- (a) "Initial Probation" – A newly hired employee shall be on probation for a period of six (6) continuous months following the commencement of employment. The initial probationary period may be extended by mutual agreement between the Department and the Union. Regular status will be

granted after successful completion of the probation period and after notice to and a conference with the employee to be held within one (1) week of the end of the probationary period informing him/her of the transition to regular status.

- (b) The initial probationary period specified in Section 12.10 (a) above and the sixty (60) day probationary period specified in Section 12.1 (a) when a vacant position is filled by an employee may both be extended by not more than half of the original probationary period upon joint concurrence of the employee and his/her supervisor. Consequently, under such circumstances, the initial probation may be extended by an additional three months to a maximum of nine months and the sixty (60) day probation may be extended by an additional thirty (30) days to a maximum of ninety (90) days.

## **12.11 Disciplinary Action**

The Department subscribes to a policy of progressive discipline in most cases when dealing with disciplinary actions related to the policies contained herein. The following example is the type of progressive discipline that may be imposed, including: an oral warning; a written reprimand; suspension; demotion; and dismissal.

Oral warnings shall not be considered formal discipline and shall not be subject to the grievance and arbitration procedures hereof. Oral warnings shall not be placed in an employee's personnel file. However, within ten (10) working days of an infraction, a dated memorandum that describes the infraction and a course of corrective action will be issued to document the warning. The "Oral Warning Memorandum Form" in Appendix "J" will be used as the template for this documentation. Oral warnings shall be considered void once the employee has worked twelve (12) months without further disciplinary action taken against him/her for similar infractions. Oral warnings shall not be a substitute for performance evaluations or constructive coaching regarding job performance.

Written reprimands, suspensions, demotions and dismissal shall be considered formal discipline and shall be subject to the grievance and arbitration provisions of this Agreement. If an oral warning which has not expired is used as a basis for a written reprimand or other form of discipline, and a grievance is filed challenging the appropriateness of such discipline, the underlying facts used to

support the oral warning may be challenged in connection with the processing of the grievance relating to the imposition of formal discipline.

In situations that warrant other than an oral warning, an employee shall be given a written notice specifying the act(s) that gave rise to the disciplinary action, the appropriate remedy, and notice of right to appeal. A copy of the written notice of any formal disciplinary action shall be kept in the employee's personnel file for three (3) years. The measure of disciplinary action shall in all cases be properly and reasonably related to the severity of the offense.

NOTE: Failure to observe proper safety procedures will result in disciplinary action (see Section 12.8 and 12.9).

### **12.12 Outside Employment**

- (a) An employee's primary employment responsibility shall be to the Department. No employee shall engage in any outside business activities other than his/her regular duties during normal working hours. Outside employment, which interferes with his/her job performance or results in a conflict of interest for the Department or the employee, shall be prohibited and shall be grounds for disciplinary action.
- (b) If the Department Head or his/her designee deems that such outside employment is a conflict of interest, he/she will notify the employee in writing stating the reasons for the conflict of interest and a date by which either the outside or Department employment must cease.

### **12.13 Employee Personnel Records**

- (a) All personnel actions will be documented to insure accurate maintenance of personnel records relative to an employee's employment history, personal status, and leave information.
- (b) Personnel files may be viewed only in the Human Resources Department between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, or by appointment.
- (c) Personnel files will be stored in a secure area within the Human Resources Department. Access to the files must be through a member of the Human

Resources Staff. Original records shall be kept in the Human Resources Department, and shall be considered the official version of such documents. As an aid in the performance planning and review process, copies of such documents may be retained (in a secure location) as appropriate. Such copies are subject to all of the same confidential access regulations contained in this section.

- (d) All files concerning a terminated employee shall be sent to and stored in the Human Resources Department until disposition under the document retention policy. In the event that an employee changes jobs resulting in a change in his/her supervisor, the initial supervisor shall forward all personnel and personnel-related files to the Human Resources Department.
- (e) No record of any disciplinary action shall be placed in an employee's file without written notification to the employee.
- (f) No information shall be placed in a personnel file, or altered, removed or destroyed thereafter, without the knowledge and permission of the Human Resources Director.
- (g) Information that is not relevant to the employee's job performance or otherwise work-related should not be retained in any personnel file.
- (h) Other employee information such as medical files, grievances, and electronic record keeping systems shall be stored in separate files in the Human Resources Department and shall be considered confidential.
- (i) In accordance with V.S.A. §317, "... public record" or "public document" means all papers, staff reports, individual salaries, salary schedules or any other written or recorded matters produced or acquired in the course of agency business except: ... (7) personal documents relating to an individual, including information in any files maintained to hire, evaluate, promote or discipline any employee of a public agency, information in any files relating to personal finances, medical or psychological facts concerning any individual or corporation; provided, however, that all information in personnel files or an individual employee of any public agency shall be made available to that individual employee or his designated representative; ..."

- (j) Personnel files shall be maintained for each Department employee and shall be considered confidential. An employee or the employee's designated representative (designation shall be in writing and signed by the employee) shall have access to all information contained within his/her personnel file during normal business hours by appointment. Additional access to an employee's personnel file shall be given on a "need to know" basis, and limited to the following personnel: the employee's supervisor(s), the employee's Department Head, and the Human Resources staff. Personnel files may be accessed by the Department's legal counsel only on a "need to know" basis and after notification to the employee.

#### **12.14 Relationship to City Personnel Policy Manual**

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 this Agreement.

**ARTICLE XIII**  
**PERSONAL CONDUCT**

**13.1 Philosophy**

Department employees are expected to act in a manner which will bring credit upon the Department and will not adversely affect job performance or the efficiency of Department services. Employees are expected to be courteous to all members of the general public and co-workers.

**13.2 Behavior of Employees**

The following actions constitute grounds for immediate discipline, which may include dismissal (this list is meant solely for the purpose of example and is not intended to be all inclusive):

- (a) arriving at the job not entirely free of drugs or alcohol, or possessing or consuming drugs or alcoholic beverages during working hours (including meal breaks); (see Section 13.5);
- (b) theft;
- (c) damage, or misuse of City and/or Department property;
- (d) the falsification of any documents;
- (e) insubordination while interacting with his/her supervisor;
- (f) verbal, written and/or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment;
- (g) negligence and/or dereliction in the performance of his/her official duties;
- (h) sexual harassment;
- (i) tardiness;
- (j) abuse of the leave provisions hereof;

- (k) violation of any copyright protection laws including, but not limited to, those laws applying to computer programs, video tapes, books, magazines, etc.; and/or
- (l) violations of City and/or Department rules, regulations and/or policies.

### **13.3 Personal Appearance of Employees**

It is the policy of the Department that an employee's dress and grooming should be appropriate to the employee's specific work situation.

### **13.4 Political Expression**

All employees are entitled to exercise their rights as citizens to express their opinions and to cast their votes, except as controlled by City Charter. Employees may not:

- (a) use official authority for the purpose of interfering with or affecting the result of an election or nomination for office;
- (b) directly or indirectly coerce, attempt to coerce, command, or unduly influence a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes;
- (c) no employee shall attach any political sign, button, or paraphernalia to any City or Department property, vehicle or uniform; and/or
- (d) while on duty an employee shall not, on his/her person, display any political sign, button, or paraphernalia or otherwise engage in conduct which might imply a Department's support of a political candidate or cause.

### **13.5 Drug and Alcohol Free Workplace Policy**

- (a) The Department is concerned for the general safety and well-being of its employees and the general public, and is committed to providing all employees with a safe and efficient work environment free from alcohol and drugs. It acknowledges that substance abuse is a serious and complex

disease that may negatively affect an employee's work performance and personal life. The Department believes that alcohol and/or drug abuse is a treatable disease and any employee who feels that he/she may have an alcohol or other drug problem that may affect work performance is encouraged to voluntarily seek confidential medical treatment, counseling, or other information. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation for alcoholism and/or drug abuse problems.

- (b) According to the Drug-Free Workplace Act of 1988, the Department is required to maintain a drug-free workplace. This policy applies to all classes of employees. The following are specific provisions with which the Department must comply in order to ensure eligibility to receive and/or continue to receive Federal grants and/or contracts:
- i. The unlawful manufacture, distribution, possession, and/or use of unlawful drugs are prohibited in all Department worksites, on Department-controlled property and/or during scheduled work time.
  - ii. Initial and/or continued employment by the Department is contingent upon the willingness of an employee to abide by the drug-free policy.
  - iii. Any employee who is convicted of any criminal conduct within a Department worksite, especially involving illegal drugs, is required to notify his/her Personnel Director of such conviction no later than five (5) days after such conviction. If an employee is required to possess a valid driver's license as noted on his/her job description, he/she must notify his/her Supervisor immediately if his/her driver's license is suspended.
  - iv. The employee's Personnel Director shall notify the appropriate federal agency/agencies within ten (10) days after receiving notice of a conviction involving illegal drugs from the employee or otherwise receiving actual notice of such conviction.
  - v. All persons employed by the Department who possess, distribute or manufacture unlawful drugs anywhere within a Department worksite will be subject to disciplinary action. Such persons remaining in the Department's employ shall be required to

participate satisfactorily in substance abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement or other appropriate agency.

- vi. An employee who seeks treatment for alcohol and/or drug abuse problems is encouraged to fully comply and follow the recommendations of the diagnostician or counseling agent.
- vii. An employee who is prescribed medication from his/her physician and is concerned about possible impairment relating to his/her job performance or that such medication could cause foreseeable damage to property or personal injury to the employee, co-workers or the general public must confidentially discuss the matter with his/her supervisor, or his/her Personnel Director.

Alternate work arrangements such as temporary job reassignment or light duty restrictions may be considered.

- viii. Any employee discovered to be under the influence of illegal drugs or alcohol while on the job shall be required to leave the worksite and will be escorted home. An employee may be judged to be under the influence when the supervisor observes an employee's appearance and/or behavior and determines that there is probable cause to believe the employee is unable to perform his/her duties in a safe and efficient manner. A supervisor who has probable cause to believe an employee is using or is under the influence of alcohol or drugs on the job may, with the specific approval of the employee's Personnel Director, or his/her designee, require the employee to submit to a drug or alcohol test, which shall be carried out consistent with the procedural safeguards set forth in T.21 Vermont Statutes Annotated Chapter 5, Subchapter 11.

- (c) "Under the influence" or "impaired" means an employee who is affected by a drug or alcohol so that he/she cannot perform his/her job duties in a safe or effective manner.

### **13.6 Drug and Alcohol Testing Policy for Employees required to have Commercial Driver's Licenses**

The Department recognizes that our employees are our greatest resource. We value the health and safety of all employees and the general public and strive to provide and ensure a safe working environment.

It is generally acknowledged that employees who use illegal drugs or abuse alcohol tend to be less productive, subject to higher rates of absenteeism, less reliable, and more prone to accidents. The Department therefore forbids the unlawful use or possession of alcohol and controlled substances. We will comply with substance testing requirements of the U.S. Department of Transportation and other Federal and State laws and regulations. The Department will administer disciplinary action to any employees who violate this policy, up to and including termination of employment.

The Department understands that there may be questions and concerns involving the Department's drug and alcohol testing policy and programs. To assist employees in understanding the requirements placed on the employee and the Department and the City Personnel Director shall be responsible for the administration of the Department's drug and alcohol testing program and for answering questions regarding the testing policy and programs.

(a) Employees Subject to Drug and Alcohol Testing

The Federal Highway Administration of the U.S. Department of Transportation mandates that all employees who are required to have a Commercial Driver's License (CDL) are subject to drug and alcohol testing as set forth in this policy.

(b) Safety-Sensitive Functions

Employees shall not use or be under the influence of alcohol or drugs when performing safety-sensitive functions nor perform safety-sensitive functions within a minimum of four (4) hours of using alcohol.

An employee is performing a safety-sensitive function when he/she is:

- i. waiting to be dispatched (on-call);
- ii. performing pre-trip inspections for servicing the vehicle;

- iii. driving the vehicle;
- iv. on the vehicle;
- v. loading or unloading the vehicle, supervising the loading or unloading, giving receipts for the load, or remaining in readiness to operate the vehicle;
- vi. performing duties and services at an accident scene; or
- vii. repairing, obtaining assistance, or remaining in attendance of a disabled vehicle.

(c) Training

- i. All supervisors, including working crew leaders, group leaders and shift supervisors, will be required to attend training on alcohol misuse and controlled substance use.
- ii. All employees covered by this policy will receive a copy of the policy prior to performing safety-sensitive duties. The Department will provide training to employees covered by this policy.

(d) Prohibited Activities

An employee shall not participate in any of the following prohibited activities:

- i. report for or remain on duty performing a safety-sensitive function while having a blood alcohol concentration of 0.02 or greater;
- ii. use alcohol while performing safety-sensitive functions;
- iii. abuse controlled substances;
- iv. possess alcohol while on duty or operating a commercial motor vehicle;

- v. perform safety-sensitive functions within a minimum of four (4) hours of using alcohol;
- vi. use alcohol for eight (8) hours following an accident unless the driver has been given a post-accident test; or
- vii. refuse to submit to a required alcohol and/or drug test involving post- accident, random, reasonable suspicion, or follow-up testing.

An employee may use a drug or a controlled substance only if it has been prescribed or administered by a physician and if a physician has advised the employee that the drug or substance will not affect the employee's ability to safely operate a motor vehicle.

(e) Testing Procedures

It is the policy of the Department to provide the utmost confidentiality and privacy for the administration of all drug and alcohol testing. All testing procedures will be conducted by use of authorized personnel to ensure the accuracy, reliability and confidentiality of the test. The analysis of drug tests will be performed by Federally qualified and certified testing laboratories.

When an employee is chosen to participate in a random test, the employee and his/her direct supervisor will be notified by the employee's Human Resource Director, his/her designee or Department Head of the time and location of the test.

i. Alcohol Testing Procedures

Alcohol testing will be conducted by a breath test using an Evidential Breath Testing Device (EBT), which will record an employee's blood alcohol concentration (BAC). If the initial test results show a reading of 0.02 BAC or greater, a confirmation test will be required. If the confirmation test result is different from the initial test, the lower of the two test results will be used to determine the consequence.

ii. Drug Testing Procedures

- A) All drug testing will be done from urine specimens collected under highly controlled conditions. After the urine specimen has been collected and forwarded to the laboratory, two tests may be performed; one test to determine drug usage and the second test is a confirmation test. The following drugs will be tested for: marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.
- B) If the results of the initial test are negative, the testing laboratory will advise the physician who is the Medical Review Officer (MRO) that the drug test was negative. No additional tests on the specimen will be done. If the results of the initial test are positive, that is, if the results exceed the test levels for any of the five drug classes, the second (confirmation) test is performed. Only specimens that are confirmed positive on the second test are reported positive to the MRO for review and analysis.
- C) All drug test results are reviewed and interpreted by an MRO before they are reported to the Department. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's specimen. If the employee provides appropriate documents and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test will be reported as a negative test.
- D) If, after appropriate review, the MRO concludes that no legitimate medical reason exists for a positive test, and that the drug testing procedures were correct, the MRO must report the verified positive test and the identity of the substance(s) found to the employee's Human Resources Director.
- E) The MRO is the only individual who has access to all items of information provided during the entire testing procedure, including both test results from the laboratory and any privileged medical information from the employee. The

MRO, therefore, has the ultimate responsibility for interpreting and verifying positive test results.

- F) Any employee who is subjected to a drug test shall, upon written request, have access to any records relating to his/her drug test.

(f) Required Tests

All covered employees are required to submit to an alcohol or drug test, or a follow-up alcohol or drug test required under this policy (Sections (f) i.- (f) iv.) below.

The Department shall not permit an employee who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

All time spent traveling to and participating in either a drug or alcohol test is considered work time and the employee will be paid at the rate in effect when he/she was required to participate in the test.

In conjunction with the Department's Drug and Alcohol-Free Workplace Policy, all trained supervisors are considered designated to determine whether reasonable suspicion exists to administer a drug or alcohol test, either under the limits of this policy, or the City's Drug and Alcohol-Free Workplace Policy, Section 13.5.

- i. Pre-Employment. Conducted before applicants are hired for a position requiring a CDL and before they perform any safety-sensitive functions. Also necessary when employees transfer to a position, which requires a CDL, all pre-employment drug and alcohol testing will be conducted in the post-offer stage of employment in order to comply with the Americans with Disabilities Act (ADA).

In addition, all new employees must provide the Department with a signed authorization form to allow the Department to obtain drug and alcohol test information from the applicant's previous employer(s) for the last two (2) years.

- A) Consequences of a Positive Test:

The Department will not hire an outside applicant who tests positive for drugs or alcohol. In the case of an internal transfer, the applicant will be not awarded the position and will be subject to disciplinary action under Section 13.5 of the City's Drug and Alcohol-Free Workplace Policy.

Any new employee who tests positive for drugs or alcohol during his/her initial six (6) month probationary period will be terminated.

B) Refusal to Submit to a Required Test:

1. The following actions constitute refusal to submit to testing:
  - a. failure to provide adequate breath for alcohol testing without a valid medical explanation;
  - b. failure to provide adequate urine for controlled substances testing without a valid medical explanation;
  - c. engaging in conduct that clearly obstructs the testing process; or
  - d. refusal of the applicant to sign an authorization form to obtain drug or alcohol testing information from the applicant's previous employer(s).

Any applicant who refuses to submit to the required pre-employment testing will not be eligible for the applied position.

- ii. Post-Accident. Conducted after accidents on an employee whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if one employee is not cited for a moving violation. All

required when at least one of the vehicles involved in the accident requires towing. Alcohol tests must be administered as soon as possible, but no later than eight (8) hours following the accident. Controlled substance tests must be administered as soon as possible, but no later than thirty-two (32) hours following the accident.

Pending the results of a drug test, the employee shall not be returned to any safety-sensitive job. He/she will be placed on leave with pay for the remainder of his/her work shift or assigned to alternative duty until the drug test results are received.

A) Consequences of an Alcohol Test of 0.04 BAC or greater or a Positive Drug Test:

Any covered employee whose test results for alcohol is 0.04 BAC (blood alcohol content) or greater, or who tests positive for a controlled substance, will be removed from, and cannot be returned to, a safety-sensitive function until, at minimum, the following are complied with:

1. The employee undergoes evaluation by a Substance Abuse Professional (SAP) recommended by the MRO.
2. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC or negative for controlled substances.
3. If a rehabilitation program is prescribed, the employee is re- evaluated by the SAP to determine compliance with the prescribed program.
4. The employee is subject to a minimum of six (6) unannounced follow-up tests over the following twelve (12) months.

B) Consequences of an Alcohol Test of 0.02 BAC or greater but less than 0.04.

An employee whose test results for alcohol is 0.02 BAC or greater, but less than 0.04 will be removed from, and cannot be returned to a safety-sensitive function until the start of the next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. The employee will be placed on unpaid suspension from the time the test results are received until the time he/she is returned to a safety-sensitive function.

C) Refusal to Submit to a Required Test: (Refer to Actions that Constitute Refusal to Submit to Testing)

Refusal to submit to a required drug or alcohol test will be treated as if the employee had tested 0.04 BAC or greater, or positive for a controlled substance and the employee will be subject to any consequences required by these policies.

An employee subject to post-accident testing must make every reasonable effort to notify his/her supervisor or other designated safety personnel of the accident, and remain readily available for testing as soon as possible after the accident occurs. Any employee who does not make him/herself readily available for testing may be deemed by the Department to have refused to submit to testing and will be treated as such.

D) Disciplinary action for an Alcohol Test of 0.04 BAC or Greater or a Positive Drug Test:

NOTE: In instances where employees are covered by collective bargaining agreements, the terms and conditions of said agreement and/or past practice involving disciplinary action shall apply and shall supersede this section D).

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

The following disciplinary action may be taken for violations of this policy discovered during post-accident, reasonable

suspicion, and random testing. The measure of disciplinary action taken shall in all cases be properly and reasonably related to the severity of the offense.

1. **FIRST OFFENSE:**

A minimum of one (1) week unpaid suspension and a letter of reprimand in personnel file or other disciplinary action, up to and including termination if test results are positive.

2. **SECOND OFFENSE:**

A minimum of two (2) weeks unpaid suspension and a letter of reprimand in personnel file, or other disciplinary action, up to and including termination if test results are positive.

3. **THIRD OFFENSE: Termination.**

- iii. Reasonable Suspicion: Conducted when a trained supervisor observes behavior or appearance that is characteristic of drug or alcohol misuse.

A supervisor who has reasonable suspicion to believe an employee is using or is under the influence of alcohol or drugs on the job may, with the specific approval of the employee's Human Resource Director, his/her designee or Department Head, require the employee to submit to a drug or alcohol test.

The supervisor must complete the appropriate Probable Cause documentation. The appropriate documentation must then be forwarded to the employee's Human Resource Director prior to the test being conducted.

In the event that the employee is working outside the normal hours of 8:00 a.m. to 4:00 p.m., every reasonable effort will be made by the supervisor to contact the Employee, Human Resource Director, his/her designee or the Department Head.

For consequences, Refusal to Submit to a Required Test, and Disciplinary Action, see Section 13.6 (f) ii. A), B), C), D) under Post-Accident

- iv. Random: Conducted on a random basis, during working hours, just before, during, or after performance of safety-sensitive functions. After receiving notification that he/she has been selected for testing, the employee must proceed to the testing area as instructed. Pending the results of a random drug test, the employee may return to his/her normal duties.

For consequences, Refusal to Submit to a Required Test, and Disciplinary Action, see Section 13.6 (f) ii. A), B), C), D) under Post-Accident.

(g) The Effects of Alcohol and Drugs on Health, Work and Personal Life

The hazards of misuse of alcohol and illegal drugs extend far beyond the individual use. Impaired employees endanger themselves, co-workers and the general public. An employee with drugs or alcohol in his/her system tends to be less productive and more likely to injure themselves or other persons in an accident. In addition, medical costs tend to be higher for employees with substance abuse problems.

Alcohol and drug abuse costs both the Department and the employees.

Alcohol remains the number one abused drug in this country. Alcohol consumption causes a number of changes in behavior. Even low doses can impair the judgment and coordination required for driving. Low to moderate doses can increase the incidence of a variety of aggressive acts. Moderate to high doses can cause marked impairment in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses may cause respiratory depression and death. If combined with other depressant drugs, much lower doses of alcohol will produce the effects just described. Long-term consumption of large quantities of alcohol can lead to permanent damage to vital organs such as the brain and liver.

(h) Signs and Symptoms of an Alcohol or Drug Abuse Problem.

Drugs can show their effects in many different ways. Some of the most noticeable signs of drug abuse are lethargy or hyperactivity, respiratory depression, constricted or dilated pupils, nausea, slurred speech, excitement, loss of or increased appetite, mood swings, poor perception of time and distance, relaxed inhibitions, disoriented behavior, aggressive or passive behavior, watery eyes, runny nose, chills and sweats, convulsions, apathy, depression, and the use of drug paraphernalia. Some of the signs and symptoms of alcohol misuse are the odor of alcohol, slurred speech, staggering, tremors, vomiting, cramps, delirium, loss of appetite, using arms for balance, leaning against walls and doorways, swaying while maintaining balance, and confusion.

Multiple substance abuse is abuse of more than one drug, either at the same time or over a period of time and it involves any combination of:

- Alcohol
- Prescription drugs
- Over-the-counter drugs
- Illegal drugs

Multiple substance abuse is especially dangerous because different substances interact with each other to produce unexpected effects and dangers.

(i) Methods of Intervention for Suspected Alcohol or Drug Problems

Alcohol and substance abuse is a complex problem calling for specialized supervision and care. Do not enable a person who you think has an alcohol or drug abuse problem to continue the abuse.

Leave the diagnosis and treatment of persons with a suspected abuse problem to professionals. The Department of Transportation outlines the circumstances under which testing for drug and alcohol use will be conducted. If there is a positive test result, assessment and treatment will be provided by a qualified substance abuse professional.

The Department provides all regular and limited service employees with the services of an Employee Assistance Program (EAP). In addition, the

City's health insurance plans provide varying levels of coverage for counseling and substance abuse treatment.

Counseling provided through the EAP and the employee's health insurance plans is strictly confidential. Any employee who believes that he/she may have difficulty in complying with any provisions in this policy is strongly encouraged to voluntarily seek assistance.

### **13.7 General Harassment and Sexual Harassment Policy**

The Department expects, at all times, its employees to be respectful of co-workers, and to behave in a professional manner. All employees are prohibited from engaging in the harassment of any employee, co-worker or member of the general public. See the Comprehensive Personnel Policy Manual for the City of Burlington, including the Burlington Electric Department, for further explanation of the Policies and Procedures.

(a) **General Harassment**

Harassment on the basis of an employee's political or religious affiliation, race, color, national origin, age, sex, sexual orientation, marital status, veteran status, presence of physical or mental impairment, or any other factor is in violation of the Department's personnel policies. Prohibited harassment includes comments, slurs, jokes, innuendoes, cartoons, pranks, physical harassment, etc., which are derogatory to the employee and would result in an intimidating, hostile, or offensive work environment.

(b) **Sexual Harassment**

It is also the policy of the Department to prevent the occurrence of sexual harassment in the workplace, so that every employee, regardless of sex, has the personal right to work in an environment free from sexual harassment. Prohibited sexual harassment includes: comments, slurs, jokes, innuendoes, cartoons, pranks, unwelcome sexual advances, requests for sexual favors, and other unwelcome and inappropriate verbal or physical conduct of a sexual nature, which would result in an intimidating, hostile or offensive working environment.

Employees have the right to be free from such harassment on the job, either from co-workers, supervisors, or managers. According to the Equal Employment Opportunity Commission (“EEOC”), sexual harassment is a violation of Title VII of the Civil Rights Act that defines sexual harassment as a form of sex discrimination to include:

- i. submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- ii. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual; and/or
- iii. such conduct has the purpose or effect of interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

See Comprehensive Personnel Policy Manual for City of Burlington including Burlington Electric Department for Grievance Procedures for Sexual Harassment.

(c) Disciplinary Action

Once a determination has been made that harassment has occurred, an appropriate sanction will be established and applied promptly depending upon the severity of the offense, which will follow the Department’s progressive discipline policy. Any instance of serious repeated or continuous harassment, threatened or actual physical advances or abuse shall be grounds for immediate dismissal. Any of the above disciplinary actions will be recorded in the employee’s personnel file.

**13.8 Smoking Policy**

As per applicable law.

**ARTICLE XIV**  
**MISCELLANEOUS**

**14.1 Definitions**

For purposes of this Agreement, the following definitions shall apply:

(a) “Regular Employee”

i. Full-Time: An employee who has satisfactorily completed an initial probationary period and is employed in a classified position on a continuous year-round basis. A classified position is one, which has a title and a rating in the City of Burlington Electric Department Classification Plans, a valid job description on file, and is funded on a regular basis.

A) Benefits – Entitled to all employee benefits.

(b) “Temporary Employee”

A temporary employee shall be an individual hired for a job for a period of time, not to exceed 120 work days during a 365-day period beginning on the first day of work. A temporary employee shall be compensated at a rate no more than the minimum compensation of the lowest pay grade of the corresponding position. Compensation at a rate higher than the minimum may be authorized by concurrence of the Union. A temporary employee as so defined shall not be covered by the terms of this Agreement.

(c) “Part-time Employee”

A part-time employee shall be an individual hired to work less than fifteen (15) hours per week. Part-time employees as so defined shall not be covered by the terms of this Agreement. Individuals working fifteen (15) or more but less than thirty-six (36) hours per week shall have their benefits pro-rated to their hours of work.

(d) “Days”

Shall mean calendar days unless otherwise specified in the Agreement.

(e) “Offsite employee”

Shall mean employees who work in crews off of BED premises on compressed hourly work schedules.

(f) “Vacant Position”

A position which becomes open because of promotion, transfer, retirement, quit, termination, or demotion and which the Department has determined to fill, or a new position which the Department determines to create and fill.

## 14.2 **Health and Safety Purchase Program**

- (a) Any regular full- or part-time, non-probationary employee may purchase a health club membership or safety equipment beginning July 1st of each year through the Health and Safety (H&S) Purchase Program. The Program may not be used for purchases of less than \$50.00. The following items may be purchase through the H&S Purchase Program:
  - i. An individual or family (spouse, domestic partner, children) health club membership.
  - ii. Safety equipment that is required per the Department's Safety Manual in order for the employee to perform his/her job, and that is not already provided by the Department.
  - iii. Safety equipment (such as fire extinguishers, fire ladders and smoke detectors) for an employee's residence.
- (b) An employee wanting to make a purchase through the Department must complete a purchase authorization card detailing the cost (including Vermont sales tax).
- (c) All purchases made through the Department must be in a purchase order issued by the Purchasing Area prior to the purchase of the item.
- (d) No H&S purchases may be made during the month of June.
- (e) An employee may pay for his/her H&S purchase in its entirety at any time during the fiscal year of the purchase.
- (f) An employee who has made an H&S purchase shall have appropriate weekly payroll deductions made (not less than \$5.00) to clear his/her account prior to June 30th of each year. Weekly deductions are based on fifty (50) weeks per fiscal year.
- (g) Use of the H&S Purchase Program may be denied to an employee who has failed to adhere to the requirements, or who does not otherwise satisfy the provisions of this directive.

- (h) Upon separation from the Department, an employee's outstanding H&S account balance shall be deducted from the employee's final paycheck(s).
- (i) If an employee is on a "no pay" status, he/she shall make arrangements with the Payroll Area to make either weekly payments or a lump sum payment prior to beginning the "no pay" status.
- (j) An employee making an H&S purchase shall pay a \$2.00 administration fee for each such purchase.

**ARTICLE XV**  
**ACKNOWLEDGEMENT OF ARBITRATION**

THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, AND THAT AFTER SIGNING THIS AGREEMENT THE PARTIES AND THE REGULAR FULL-TIME AND REGULAR REDUCED-TIME EMPLOYEES OF THE DEPARTMENT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT REGARDS A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

**ARTICLE XVI**  
**NOTICES**

In all cases where notices are called for in this Agreement they shall be mailed by first class mail and certified mail, return receipt requested, to the appropriate party at the addresses listed below:

For the Department:

Burlington Electric Department  
C/O General Manager  
585 Pine Street  
Burlington, VT 05401

For the Union:

IBEW - Local No. 300  
3 Gregory Drive  
South Burlington, VT 05403

**ARTICLE XVII**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the Department and the Union. Successors shall be deemed to include any successors as a result of merger or consolidation.

**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement shall be effective as of the date of execution hereof for the period from July 1, 2018, through June 30, 2022. The Agreement may be continued on and after June 30, 2022 by mutual agreement. Should either party give notice of desire to amend this Agreement, such notice must be given at least 30 days prior to expiration of the Agreement. If such notice is given, the parties shall meet as soon thereafter as is reasonably practical to begin negotiating the terms of a successor agreement to this Agreement.

IN WITNESS WHEREOF, the parties execute the above Agreement by their duly authorized officers as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

Colleen Rainelle  
Witness

By: [Signature]  
Mayor Miro Weinberger

LOCAL 300 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

[Signature]  
Witness

By: [Signature]  
Tim Watkins, Business Manager  
Duly Authorized Representative

**APPENDIX A: LISTING OF IBEW POSITIONS & PAY GRADES**

**APPENDIX B: AUTHORIZATION FOR UNION DUES**

**APPENDIX C: GRIEVANCE FORM**

**APPENDIX D: TRAVEL POLICY**

**APPENDIX E: GUIDELINES REGARDING FLEXIBLE SCHEDULES**

**APPENDIX F: SUMMARY OF MEDICAL BENEFITS**

**APPENDIX G: PRESCRIPTION SAFETY GLASSES**

**APPENDIX H: FOOTWEAR PROGRAM**

**APPENDIX I: ORAL WARNING MEMORANDUM FORM**

**APPENDIX A:  
LISTING OF IBEW POSITIONS & PAY GRADES**

**Burlington Electric Department  
Non-Exempt Classification Structure for Union Positions**

Hourly Level	2.00% Increase July 1, 2018 - June 30, 2019		3.00% Increase July 1, 2019 - June 30, 2020		3.00% Increase July 1, 2020 - June 30, 2021		3.00% Increase July 1, 2021 - June 30, 2022		Position Title
	Hourly Minimum	Hourly Maximum							
2	\$15.1463	\$24.8299	\$15.6007	\$25.5748	\$16.0687	\$26.3421	\$16.5507	\$27.1324	General Plant Worker - McNeil
3	\$15.4793	\$25.3759	\$15.9437	\$26.1372	\$16.4220	\$26.9213	\$16.9147	\$27.7289	<i>(Currently there is no position at this level)</i>
4	\$16.9355	\$27.7631	\$17.4435	\$28.5960	\$17.9668	\$29.4538	\$18.5059	\$30.3375	<i>(Currently there is no position at this level)</i>
5	\$17.5592	\$28.7856	\$18.0860	\$29.6492	\$18.6286	\$30.5387	\$19.1875	\$31.4548	Generation Generalist Wood Yard Operator Yardworker
6	\$17.9998	\$29.5078	\$18.5397	\$30.3930	\$19.0959	\$31.3048	\$19.6688	\$32.2440	Utility Generalist
7	\$18.4525	\$30.2500	\$19.0061	\$31.1575	\$19.5763	\$32.0922	\$20.1635	\$33.0550	<i>(Currently there is no position at this level)</i>
8	\$19.6257	\$32.1733	\$20.2145	\$33.1385	\$20.8209	\$34.1327	\$21.4456	\$35.1567	Accounting Administrator Auxiliary Operator Customer Care Representative
9	\$19.9325	\$32.6763	\$20.5305	\$33.6565	\$21.1464	\$34.6662	\$21.7808	\$35.7062	Accounting Administrator - A Electrician 1st Class B (Tier 1) Electrician 1st Class B - Production (Tier 1) Metering Technician (Tier 1) Mechanic 1st Class B (Tier 1)
10	\$20.3061	\$33.2887	\$20.9153	\$34.2874	\$21.5428	\$35.3160	\$22.1891	\$36.3755	CAD and GIS Technician Customer Care Specialist  Station Operator (formerly grade level 9)
11	\$21.0128	\$34.4473	\$21.6432	\$35.4807	\$22.2925	\$36.5451	\$22.9613	\$37.6415	Electrician 1st Class A (Tier 2) Electrician 1st Class A - Production (Tier 2) Mechanic 1st Class A (Tier 2) Senior Station Operator (FY19 new level) Metering Technician (Tier 2) - (Formerly Troubleshooter) Underground Cable Locator

**Burlington Electric Department**  
**Non-Exempt Classification Structure for Union Positions**

Hourly Level	2.00% Increase July 1, 2018 - June 30, 2019		3.00% Increase July 1, 2019 - June 30, 2020		3.00% Increase July 1, 2020 - June 30, 2021		3.00% Increase July 1, 2021 - June 30, 2022		Position Title
	Hourly Minimum	Hourly Maximum							
12	\$22.3193	\$36.5890	\$22.9889	\$37.6867	\$23.6785	\$38.8173	\$24.3889	\$39.9818	Administrator of Center of Innovation Administrator of Utility Services and Engineering Power Production Technician Purchasing & Inventory Specialist Senior Engineering Technician Utility Inspector (formerly Working Crew leader Inspector)
13	\$23.2926	\$38.1846	\$23.9914	\$39.3302	\$24.7111	\$40.5101	\$25.4525	\$41.7254	Electrician 1st Class A - Lead Worker Engineering Power Technician (Tier 3) Energy Svcs Specialist - hired prior to 6/30/18(Commercial See HF6) Executive Administrator Metering Technician (Tier 3)
13A	\$24.8179	\$44.9289	\$25.5625	\$46.2767	\$26.3294	\$47.6650	\$27.1192	\$49.0950	Chief of Field Services
HF1	\$27.6692	\$47.0767	\$28.4993	\$48.4890	\$29.3543	\$49.9437	\$30.2349	\$51.4420	Working Crew Leader - Distribution
HF2	\$25.8175	\$42.6783	\$26.5920	\$43.9587	\$27.3898	\$45.2774	\$28.2115	\$46.6358	Lineworker 1st Class A Apprentice Lineworker (1st, 2nd, 3rd, 4th, 5th Yr)
HF3	\$27.0365	\$44.3221	\$27.8475	\$45.6517	\$28.6830	\$47.0213	\$29.5435	\$48.4319	Chief Power Svcs Coordinator
HF4	\$26.0692	\$41.3668	\$26.8513	\$42.6078	\$27.6568	\$43.8861	\$28.4865	\$45.2027	Communications Technician Working Crew Leader - Metering
HF5	\$23.9253	\$43.0068	\$24.6430	\$44.2970	\$25.3823	\$45.6260	\$26.1438	\$46.9947	Power Systems Coordinator
HF6	\$20.9203	\$38.0365	\$21.5479	\$39.1776	\$22.1944	\$40.3529	\$22.8602	\$41.5635	<i>Energy Services Specialist (see 13) New hires after 7/1/18</i>
HF7*	\$27.8175	\$44.6783	\$28.6520	\$46.0187	\$29.5116	\$47.3992	\$30.3969	\$48.8212	Lineworker A (new position FY19)
HF8*	\$28.5365	\$45.8221	\$29.3925	\$47.1967	\$30.2743	\$48.6126	\$31.1826	\$50.0710	Working Crew Leader - Techs (formerly HF3 MFA to HF8)

Notes:

(1) Hourly minimums are 61% of the ultimate rate of pay with the following exceptions:

- Minimum is less than the livable wage ordinance.
- MFA positions hourly minimum varies. Increase min by COLA.

\*FY19 New Grade Levels

**Burlington Electric Department  
Exempt Classification Structure for Union Positions**

Salary Level	2.00% Increase July 1, 2018 - June 30, 2019		Market Adjustment Effective Date of Signing		3.00% Increase July 1, 2019 - June 30, 2020		3.00% Increase July 1, 2020 - June 30, 2021		3.00% Increase July 1, 2021 - June 30, 2022		Position Title
	Weekly Minimum	Weekly Maximum									
A-1	\$877.78	\$1,438.99			\$904.12	\$1,482.16	\$931.24	\$1,526.62	\$959.18	\$1,572.42	<i>(Currently there is no position at this level.)</i>
A-2	\$929.16	\$1,523.21			\$957.03	\$1,568.91	\$985.74	\$1,615.97	\$1,015.32	\$1,664.45	<i>(Currently there is no position at this level.)</i>
A-3	\$983.52	\$1,612.33			\$1,013.03	\$1,660.70	\$1,043.42	\$1,710.52	\$1,074.72	\$1,761.83	Meter Data Coordinator PC Coordinator Resource Planning Analyst Staff Accountant, McNeil
A-4	\$1,041.07	\$1,706.67			\$1,072.30	\$1,757.87	\$1,104.47	\$1,810.60	\$1,137.60	\$1,864.92	AMI Analyst Business Coordinator - Generation Financial Analyst Policy & Planning Analyst Senior Staff Accountant Senior Staff Accountant, Operating
A-5	\$1,101.97	\$1,806.50			\$1,135.02	\$1,860.70	\$1,169.08	\$1,916.52	\$1,204.15	\$1,974.01	Internet Programmer Analyst Environmental Specialist
A-6	\$1,166.47	\$1,912.25			\$1,201.47	\$1,969.62	\$1,237.51	\$2,028.70	\$1,274.63	\$2,089.57	Resource Planner Senior Programmer / Analyst
A-6.5	\$1,200.57	\$1,968.14			\$1,236.59	\$2,027.19	\$1,273.68	\$2,088.00	\$1,311.89	\$2,150.64	Senior Database Administrator Senior Business Systems Analyst Systems Engineer

## Covered IBEW Positions September 2018

Accounting Administrator A  
Accounting Administrator  
Administrator of Center of Innovation  
Administrator of Utility Services and Engineering  
AMI Analyst  
Apprentice Lineworkers (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> Year)  
Auxiliary Operator  
Business Coordinator – Generation  
CAD and GIS Technician  
Chief of Field Services  
Chief Power Systems Coordinator  
Customer Care Representative  
Customer Care Specialist  
Electrician 1<sup>st</sup> Class A – Lead Worker  
Electrician 1<sup>st</sup> Class A – Production  
Electrician 1<sup>st</sup> Class A  
Electrician 1<sup>st</sup> Class B (Tier 1)  
Electrician 1<sup>st</sup> Class B – Production (Tier 1)  
Energy Services Specialist  
Engineering Technician – Communications  
Engineering Technician – Power  
Environmental Specialist  
Executive Administrator  
Financial Analyst  
General Plant Worker – McNeil  
Generation Generalist  
Internet Programming Analyst  
Lineworker 1<sup>st</sup> Class A  
Mechanic 1<sup>st</sup> Class A  
Mechanic 1<sup>st</sup> Class B  
Meter Data Coordinator  
Metering Technician  
Metering Technician A  
Metering Technician B  
PC Coordinator  
Power Production Technician  
Power Systems Coordinator  
Purchasing and Inventory Specialist  
Resource Planner  
Resource Planning Analyst  
Senior Business Systems Analyst  
Senior Database Administrator  
Senior Engineering Technician  
Senior Staff Accountant

Senior Staff Accountant – Operating  
Senior Station Operator  
Senior Staff Accountant  
Senior Staff Accountant – McNeil  
Senior Station Operators  
Station Operator  
Senior Programmer Analyst  
Troubleshooter  
Underground Cable Locator  
Utility Generalist  
Utility Inspector  
Wood Yard Operator  
Working Crew Leader - Distribution  
Working Crew Leader – Metering  
Working Crew Leader – Technician  
Yardworker

MFA = Market Factor Adjustment

**APPENDIX B:  
AUTHORIZATION FOR UNION DUES**



**APPENDIX C:  
GRIEVANCE FORM**

# INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

## Grievance Form and Record of Proceedings

I.U. IBEW Local 300 Unit #6

Co: Burlington Electric Department

Grievance #:

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Employee I.D.# \_\_\_\_\_ Dept: \_\_\_\_\_

State Grievance: \_\_\_\_\_

Settlement Requested: \_\_\_\_\_

Signed: \_\_\_\_\_ Aggrieved Employee  
Signed: \_\_\_\_\_ Union Representative

Company's Reply to Grievance: \_\_\_\_\_

Signed: \_\_\_\_\_  
Company Representative

Is Decision Satisfactory: Yes \_\_\_\_\_ No \_\_\_\_\_

Has Case Been Appealed? Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Representative

Union's Reply: \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Representative

Company's Reply: \_\_\_\_\_

Signed: \_\_\_\_\_  
Company Representative

Decision Satisfactory: Yes \_\_\_\_\_ No \_\_\_\_\_

Has Case Been Appealed? Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Representative

Union's Reply: \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Representative

Company's Reply: \_\_\_\_\_

Signed: \_\_\_\_\_  
Company Representative

Is Decision Satisfactory: Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Representative

Case Appealed By: Union \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEET)

**APPENDIX D:  
TRAVEL POLICY**

**BURLINGTON**



**DEPARTMENT**

# **TRAVEL POLICY**

(Revised 3/2/2016)

# Burlington Electric Department Travel Policy

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## **I. Purpose**

This document defines the specific policy to be followed when traveling on company business. This policy applies to all employees.

## **II. Statement**

### **A. General Expense Guidelines**

- Travel expenses must be reasonable and directly related to Department business. The Department will not compensate employees for the inconvenience of travel or for personal expenses incurred while traveling on behalf of the Department.

### **B. Responsibility and Enforcement**

- The employee's supervisor must review all travel requests and expenses incurred.
- Expense related forms that do not conform to these policies and guidelines will be returned to the employee's supervisor for adjustment, completion and re-submission.

## **III. Policies - General**

### **A. Travel Authorization**

- Prior to traveling on Department business, approval must be granted from the employee's Supervisor, or Area Manager. All approvals must be received prior to committing the Department to any financial obligations including, but not limited to airline tickets, hotel rooms, meals, mileage and registration fees.

### **B. Travel Arrangements**

- Travel arrangements should result in the most economical use of Department resources. The Purchasing Department will be responsible for all of the necessary arrangements, including registration fees, lodging, air travel, vehicle rental and any other travel arrangements. Employees are welcome to work with the Purchasing Department for unique arrangements; however, in no case will special accommodations be made which result in an economic disadvantage to the Department.

### C. Insurance

- The Department's automobile insurance policy automatically covers rental vehicles used for Department business. Insurance coverage offered by automobile rental agencies would be **in addition** to that covered by the Department. If purchased, reimbursement will not be made to the employee.
- The Department's automobile insurance coverage does not provide coverage for vehicles owned by employees who use their personal vehicles for business-related purposes. The mileage rate reimbursement covers this expense (as specified by the Internal Revenue Service).
- The Department is also covered by a Group Travel and Accident Insurance policy. Only individuals employed by the Department are permitted to operate a Department/rental vehicle or under special circumstances by contractors that have been granted written permission by the General Manager or their designee.
- Prior approval from the General Manager or their designee must be obtained for family members to be eligible as passengers in Department/rental vehicles. See *Letter of Understanding - Insurance Coverage for Family Members in Company/Rental Vehicles on Business Trips/Use*. [BEDAutoUseLOU 4-30-2009.doc](#)

*See the Department's Risk Manager for additional information or specific questions.*

### D. Two or More Employees

- When two or more employees travel together, it is necessary for each employee to submit an individual approved expense form for reimbursement. However, when two or more employees use the same vehicle (Department, rental or personal), only one employee should report the cost.

### E. Compensation

- Compensation for business-related travel shall be in accordance with the Fair Labor Standards Act as it applies to the following situations:
  1. Travel Time – the principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved.
  2. One day out-of-town travel – travel time (except for meal periods), occurring outside of an employee's normal working hours will be counted as time worked. Travel time between the employee's home and the point of departure is excluded from the time worked.

3. Overnight travel – travel time as a passenger, that occurs outside of an employee’s normal working hours will not be paid to the employee unless they are otherwise engaged in work-related activities. If travel occurs during normal working hours on working or non-working days (i.e., Saturday or Sunday for an employee who works Monday to Friday) then the travel time will be counted as hours worked.

## **IV. Policies – Expenses**

### **A. Expenses**

- Employees traveling on Department business are required to use their own personal credit card and/or cash for expenses. The Department will reimburse the employee for allowable expenses within 5 business days upon receipt of an approved Expense Report.
- When possible, BED will try and pre-pay the hotel charges. In the case where BED is unable to obtain this in advance, the employee will have to use their personal credit card or cash. BED will make every effort to pre-pay when feasible.
- When a person is traveling out of town and is renting a car, BED will have a gas card that will be available through the Purchasing Office. This will allow the employee to use the gas card at most major filling stations throughout the United States. The employee just has to let the Purchasing area know they would like this option when traveling using a rental car.

### **B. Receipts**

Original itemized receipts must accompany all approved expenses.

### **C. Transportation**

#### **1. Airfare**

- Airline reservations will be arranged through the Purchasing office. Arrangements should be made early enough to take advantage of advance purchase discounts.
- If an employee would like to extend the business trip by using approved time off, and there is no additional charge to the Department, it will be allowed.
- Upgrades will not be allowed unless no additional charges are incurred.
- Airport parking fees for vehicles arriving and departing will be reimbursed.

- Overnight and extended stay parking will only be reimbursed with prior approval from your Supervisor.

## 2. Car Rental vs. Mileage Reimbursement

Purchasing will evaluate on a case-by-case basis if the company should be renting the individual a car or paying mileage reimbursement.

- Any trip that exceeds Vermont borders must be evaluated.
- The employee traveling must try to give 48 hours of notice to Purchasing so that the evaluation and arrangements can be made.
- The employee has the option if the trip is within Vermont of any one of the following:
  - a. Take your own personal car and obtain mileage reimbursement (at current IRS level).
  - b. Reserve one of the company pool vehicles.
  - c. Evaluate and see if it is feasible for a rental car.
  - d. Reserve a vehicle using CarShare Vermont (<http://www.carsharevt.org/>).
- If the evaluation turns out that the car rental outside Vermont is the best option but the employee still wants to drive their own car, then Burlington Electric Department will only reimburse the employee for the daily car rental rate (including gas) that it would have incurred had you taken the car rental option. Any expense beyond the calculated daily rental/gas rate [Currently = (BED Rental Daily Rate) + (Price per gallon / MPG) x # of miles driven)] will be the employee's responsibility.
- The General Manager has the right to waive any portion of the above for any individual on a case-by-case situation and this shall be in writing to Purchasing from the GM.
- Parking fees and tolls will be reimbursed separately to the employee, after you submit your expense report.
- The Department's automobile insurance coverage does not provide Primary coverage for vehicles owned by employees who use their personal vehicles for business-related purposes. The non-owned (borrowed auto) liability coverage is only for the benefit of the entity (BED) and on an excess basis. The primary auto liability always follows the vehicle. So in the case of an employee using their own vehicle for BED business, their auto liability insurance coverage is primary for them and BED and then BED's non-owned auto liability coverage will come in as excess but only for the benefit of BED.
- The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, gas and oil as specified by the Internal Revenue Service.

### **3. Department Vehicle**

- All operators of Department vehicles must be at least eighteen (18) years of age and in possession of all licenses and permits as required by law.
- The Department of Public Works (DPW) must be used whenever possible for vehicle maintenance and gasoline.

### **D. Lodging**

- The Department will not reimburse the employee for non-conventional lodging (staying with a friend or relative).
- Corporate discount rates will be obtained by the Purchasing Office, whenever possible.

### **E. Meals**

- Per Diem rates will apply according to the U.S. General Services Administration ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)).
- All requests should be submitted 5 business days prior to travel.

### **F. Gratuities**

- Reasonable gratuities will be reimbursed. The following is a guideline to use when tipping:
  - *Housekeeping* - \$2 per night.
  - *Bellhop* - \$1 - \$2 per bag.
  - *Drivers (Taxi)* - 15% - 20% of the fare, but never less than \$1.

### **G. Other**

- Reimbursement for other business related expenses not mentioned herein, arising from an emergency or other unusual circumstance will be made at the discretion of the Supervisor or General Manager. Request for such reimbursement must be written and include the nature and amount of expense in addition to justification.

### **H. Non-reimbursable**

- The following miscellaneous expenses will NOT normally be reimbursed for:
  - personal items (i.e., tooth paste, soap, aspirin, etc.)
  - snacks/vending machine
  - laundry and dry cleaning
  - personal “losses” (such as those not covered by company insurance)
  - spouse/companion travel

- alcoholic beverages
- paid television
- entertainment (i.e., movies, amusement parks, etc.)
- expenses related to vacation or personal days while on a trip
- missing receipts
- parking tickets/fines
- speeding tickets/fines
- gasoline or other purchases for personal vehicles

## V. Forms

- A. Request for Approval to Attend – electronic form used to approve business related travel requiring an overnight stay or expenditure of Department funds in excess of \$100. The form needs to be completed and forwarded electronically to the employee's immediate supervisor. All approvals must be received prior to committing the Department to any financial obligations. [approval to attend.xlsx](#)
  
- B. Expense Report - form used to authorize reimbursable expenses incurred while on Department business and to provide documentation supporting those expenses must be completed within ten (10) business days of when the employee returns to work. [Expense report.xlsx](#)
  
- C. Mileage Reimbursement - form used to log miles for business use of personal car. Mileage is reimbursed at a rate equal to the Internal Revenue Service (IRS) standard mileage rate. [Mileage Reimbursement Form Jan - 2015.xlsx](#)

**APPENDIX E:  
GUIDELINES REGARDING FLEXIBLE SCHEDULES**

## **GUIDELINES FOR EVALUATING FLEXIBLE WORK SCHEDULES**

Refer to section 9.2 “Hours of Work” for further definition of established work schedules.

- a. Requests for change in normal workday/workweek are subject to the following criteria.
  - b. The desired schedule does not required BED to incur additional costs (e.g. overtime, hiring additional personnel) to accommodate the change of schedule.
  - c. The desired schedule does not have a negative impact on co-workers, customer service, outside contracts associated with an employee’s position, or BED’s operations (e.g. customers/outside contacts must be able to schedule appointments with employees, etc.).
  - d. The desired schedule is compatible with the employee’s work area and job function.
  - e. Sufficient coverage will be maintained within the employee’s work area.
  - f. The employee’s written request for a change in his/her normal workday/workweek will be signed by the employee, then submitted to his/her supervisor. Final determination will be made by the supervisor.
  - g. Prior to approval, all criteria listed above must be satisfactorily addressed.
  - h. Disapproval or approval by the supervisor will be given within ten (1) working days from receipt of the employee’s request for a scheduled changed.
2. Upon approval by the supervisor, the employee understands that:
- a. Should BED’s staffing needs or job requirements change, BED reserves the right to require the employee to return to his/her former workday/workweek. Refer to Section 9.2C for permanent changes to an employee’s work schedule.
  - b. If the employee, after changing to the requested workday/workweek is unhappy with or unable to work the new schedule, the employee shall submit in writing to his/her supervisor a request to change back to his/her original workday/workweek. The supervisor shall respond to the employee’s request within ten (1) working days from the receipt of the request. With such approval from his/her supervisor, the employee may return to his/her original workday/workweek.
  - c. If a holiday occurs during the new work schedule, only eight (8) hours will be credited for the holiday (e.g. a ten (10) hour workday would require using two (2) hours of vacation leave or working longer another day(s) to make up time during the same week).
  - d. If the employee is scheduled to work a ten (10) hour workday and requests leave (e.g. vacation, sick, personal, etc.), he/she may use eight (8) hours of leave and make up the remaining two (2) hours another day during the same week.
  - e. The employee is responsible to make the necessary notifications to employees and/or outside contacts in regards to his/her approved schedule change.

**APPENDIX F:  
SUMMARY OF MEDICAL BENEFITS**

**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><b>CALENDAR YEAR DEDUCTIBLES</b></u>	<u><b>Preferred Provider Network</b></u>	<u><b>Non Preferred Provider Network</b></u>
• Individual Deductible	\$ 200	\$ 500
• Family Deductible	\$ 400	\$1,000
 <u><b>CALENDAR YEAR OUT-OF- POCKET LIMITS</b></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 4<sup>th</sup> 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
<b>CanaRx</b>	<b>\$0</b>
Maxor may be contacted at <b>1-800-687-8629</b>	

**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](http://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>
<b><u>Inpatient Hospital Expenses</u></b>			
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
<b><u>Extended Care Expenses</u></b>			
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%*	
<b><u>Home Health Care includes nursing, home health aide &amp; covered therapies. Must be performed by a Home Care Agency.</u></b>			
Private Duty Nursing	80%*	70%*	Maximum 100 hours per calendar year
<b><u>Outpatient Hospital Expenses</u> (When a hospital bills for the services)</b>			
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%*	
<b><u>Emergency Room Care</u> (Hospital Charges only)</b>			
Medical Emergency	\$100 copayment then 100%	\$100 copayment then 100%	
Non-Medical Emergency	Not Covered	Not Covered	
<b><u>Urgent Care Center</u></b>			
	\$15 copayment then 100%	\$15 copayment then 100%	
<b><u>Inpatient Hospital Physician Expenses</u> (Physician's charges to treat an inpatient)</b>			
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>
<b><u>Physician Expenses</u></b> (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%*	
<b><u>Physician Office Expenses</u></b>			
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%*	
<b><u>Wellness Expenses</u></b> (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>
<b><u>MOM's Program (see plan details)</u></b>			
Skilled Nursing	100%	100%	3 visit maximum within 60 days after delivery
Educational Classes – childbirth, sibling, parenting & CPR	100%	100%	Maximum of \$125
Homemakers Service*	100%	100%	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.			
<b><u>Other Medical Expenses</u></b>			
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>Vision Expenses (Routine)</u>	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</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](http://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.

**APPENDIX G:  
PRESCRIPTION SAFETY GLASSES**

## **BURLINGTON ELECTRIC DEPARTMENT**

### **Prescription Safety Glasses Policy**

The Department will provide to eligible employees up to two pairs of prescription safety glasses (1 clear and 1 colored, or 2 clear), or, at the option of the employee, one pair of transition glasses in lieu of the two pairs entitlement. Safety glasses shall comply with BED safety standards.

Eligible employees shall be defined as individuals who, on a routine basis, are or may be exposed to potentially hazardous situations requiring the need for eyesight protection. Eligible employee classifications shall be outlined in **BED Accident Prevention Manual: Procedures for Ordering Safety Glasses, Exhibit A**, and shall be reviewed by the parties from time to time to ensure employee classifications are appropriate and up-to-date.

Prescription or other custom glasses will not be provided to employees other than those eligible for said glasses.

The Department will replace the prescription safety glasses only under the following two circumstances:

- i. The employee presents to the Department a doctor's order for a new prescription; or
- ii. There is significant damage to the glasses not caused by employee abuse, as judged by the Department.

Ineligible employees who enter areas where safety glasses are required shall use the plastic safety glasses provided by the Department

**APPENDIX H:  
SAFETY FOOTWEAR**



# Exhibit A

## BED SAFETY FOOTWEAR ELIGIBLE EMPLOYEE LIST BY POSITION

- All Positions in the Generation Department
  - All Operations Positions at Pine Street
  - All Purchasing & Inventory Positions
  - Director of Safety & Environmental
  - Environmental Compliance Officer
  - Director of Energy Services
  - Commercial & Industrial Energy Services Engineer
  - Commercial Energy Services Specialist
  - Residential Energy Services Engineer
  - Manager of Engineering
  - Senior Protection Engineer
  - Distribution Engineer
  - Engineering Designer
  - Customer Service Field Representative
  - Customer Service Specialist
- Such other Positions as may be designated by the General Manager

### Level 1

#### **Pine Street:**

- All General Services Positions
- All Positions in the Generation Department – Except for Director of Generation, Senior Generation Engineer and Business Coordinator - Generation
- Working Crew Leader – Metering
- Troubleshooter
- Working Crew Leader- Technicians
- Electrician 1<sup>st</sup> Class A – Technicians
- Communications Technicians
- Cable Locators
- Working Crew Leaders – Distribution
- 1<sup>st</sup> Class Lineworkers
- Apprentice Lineworkers
- Working Crew Leader – Inspector

#### **McNeil:**

- Lead Worker – Electrician 1<sup>st</sup> Class A
- Electrician 1<sup>st</sup> Class
- Senior Engineering Technician
- Auxiliary Operator

**APPENDIX I:  
ORAL WARNING MEMORANDUM FORM**

**ORAL WARNING MEMORANDUM**

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date of infraction: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Correction Action Plan: \_\_\_\_\_  
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\_\_\_\_\_

Employee's Comments: \_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's signature: \_\_\_\_\_

Employee's signature: \_\_\_\_\_

**APPENDIX J:  
COMPUTER VISION**

**BURLINGTON ELECTRIC DEPARTMENT**  
**PROCEDURES FOR ORDERING COMPUTER VISION PRESCRIPTION GLASSES**

1. The Department will provide to eligible employees up to \$150, every (2) two years, toward the purchase of computer vision prescription glasses. These are glasses shall be specially treated with an Anti-Reflective (AR) coating on the lenses.
2. Eligible employees must provide a recent eye examination (not over 2 years old) along with a signed form. Pine Street employees must submit all of the above and this form, signed to the Director of Safety & Environmental and McNeil employees to the Business Coordinator - Generation (which will be forwarded to the Director of Safety & Environmental). **BED is not responsible for the payment of the eye examination.** (Refer to your health insurance plan for possible coverage).
3. Eligible employees are required to use the vendors recognized by the Department. They are as follows:
  - A 802 Eye Care  
4 Laurel Hill Drive  
South Burlington, VT 05403  
(802) 862-0023
4. The Director of Safety & Environmental will prepare the Purchase Requisition for Pine Street employees and for McNeil Station employees once the prescription and this form is received.
5. Pine Street Purchasing will prepare the Purchase Order and forward the Vendor Copy of the Purchase Order to the employee. **Employees shall not place an order for the purchase or repair of computer vision prescription glasses until they have received their copy of the Purchase Order**
6. **Forward the receipt for the purchase of safety glasses to Pine Street Purchasing for proper payment of the invoice. Failure to do so will result in non-payment by BED.**

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Employee Name

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Date

**BURLINGTON ELECTRIC DEPARTMENT**  
**PROCEDURES FOR ORDERING COMPUTER VISION PRESCRIPTION GLASSES**

1. The Department will provide to eligible employees up to \$150, every (2) two years, toward the purchase of computer vision prescription glasses. These are glasses shall be specially treated with an Anti-Reflective (AR) coating on the lenses.
2. Eligible employees must provide a recent eye examination (not over 2 years old) along with a signed form. Pine Street employees must submit all of the above and this form, signed to the Director of Safety & Environmental and McNeil employees to the Business Coordinator - Generation (which will be forwarded to the Director of Safety & Environmental). **BED is not responsible for the payment of the eye examination.** (Refer to your health insurance plan for possible coverage).
3. Eligible employees are required to use the vendors recognized by the Department. They are as follows:
  - A 802 Eye Care  
4 Laurel Hill Drive  
South Burlington, VT 05403  
(802) 862-0023
4. The Director of Safety & Environmental will prepare the Purchase Requisition for Pine Street employees and for McNeil Station employees once the prescription and this form is received.
5. Pine Street Purchasing will prepare the Purchase Order and forward the Vendor Copy of the Purchase Order to the employee. **Employees shall not place an order for the purchase or repair of computer vision prescription glasses until they have received their copy of the Purchase Order**
6. **Forward the receipt for the purchase of safety glasses to Pine Street Purchasing for proper payment of the invoice. Failure to do so will result in non-payment by BED.**

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Employee Name

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Date