

4/3/25

AGREEMENT

Between the

Town of Greensboro VT, Highway Department

And the

International Brotherhood of Electrical Workers, Local Union #300

July 1, 2025, to June 30, 2027



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ARTICLE 1 RECOGNITION OF UNION

The Town of Greensboro (hereinafter the "Town") recognizes the International Brotherhood of Electrical Workers Local Union 300 (hereinafter the "Union") as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other terms and conditions of employment for all full-time and part-time employees in the department, as outlined within this Agreement (to include the Road Foreman), and as certified by the Vermont State Labor Relations Board, Docket No. 23-42.

For purposes of the Agreement, the term **Town Liaison** shall be defined as an individual selected by the Town's Select Board to represent the Town for matters outlined within this Agreement. This position shall perform management functions and shall be excluded from the Bargaining Unit.

The Town agrees to deduct Union dues monthly for each member of the bargaining unit, who is a member of the Union, as certified by the Union and as authorized by the bargaining unit members in writing (Exhibit A), and to remit to the Treasurer of the union within fifteen (15) working days after the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

ARTICLE 2 MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing between the Parties, the operation and maintenance of the Highway Department and the control, supervision, and direction of the departmental staff are vested exclusively in the Select Board. These rights shall include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver services; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedules and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; to schedule payroll dates; to hire employees; and to discipline, suspend and discharge employees for just cause.

The Town's exercise of any management right or function in a particular manner shall not preclude the Town from exercising the same right or function in any other manner which does not expressly violate a specific written provision of the Agreement. The Town's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE 3
NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate against employees covered by this Agreement because of race, color, freedom of religious expression or denomination, ancestry, national origin, age, sex, sexual orientation, gender identity, place of birth, physical or mental condition, or any characteristic protected under the applicable federal, state, or local law.

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

The Town and the Union agree to comply with all local, State and Federal laws regarding employment. Under such laws, discrimination of protected classes shall not be tolerated.

ARTICLE 4
EMPLOYEE OBLIGATIONS

4.1 **Employee Behavior**

Town employees are to regard themselves as public employees and, as such, they are to be governed by the highest ideals of honor and integrity in all public and personal conduct, in order that they may merit the respect and confidence of the public.

4.2 **Compliance with Rules**

Employees are required not only to abide by this Agreement, but also to comply with all rules and regulations as made by the Town not inconsistent with the terms of this Agreement. Should there be any doubt as to the employee's obligations they shall, under penalty of discipline, comply with the rules and grieve if they feel they have been wronged.

4.3 **Care of Town Property**

It shall be the responsibility of an employee having custody of Town equipment or property, to see that it is properly cared for and returned to its place of storage. As soon as an employee discovers an unsafe condition or that a repair is necessary, they shall report such a condition to her/his supervisor.

4.4 **No Personal Use**

Employees shall fulfill to the best of their ability the duties and responsibilities of their position. A full-time permanent employee shall pursue the common good and shall uphold the public interest, as opposed to personal interest. During the hours of duty, employees shall devote their attention and efforts to their office of employment. Employees shall not use their position to secure privileges or exemptions for themselves or others. Employees shall not use Town property, equipment, or accounts for their private use or for any use other than that which serves the public interest. Employees shall not utilize Town vehicles for transporting persons other than those employed by the Town.

ARTICLE 5
NO STRIKE – NO LOCKOUT

During the life of this Agreement, the Union agrees it will not authorize, approve, or induce others to engage in any strike, work stoppage or slowdown of work. The Town agrees it will not engage in any lockout. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in any strike, stoppage, or slowdown of work in violation of this Agreement to cease and to promptly resume their work.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Grievance Definition

For this Agreement, a grievance is defined as a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of the express written terms of this Agreement.

6.2 Procedure

Any grievance which may arise between the Union or any employee of the bargaining unit and the Town, shall be settled in the simplest and most direct manner. The grievance shall set forth all the facts necessary to understand the issue. The procedures (unless changed or any step thereof is waived as evidenced by a written agreement or memorandum signed by both parties) shall be as follows:

Step 1. Any employee or group of employees having a grievance and desiring to present same, shall first present the grievance orally either in person or with their Union representative, to their immediate supervisor within five (5) working days after the event giving rise to the grievance. This supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter. If they are unable to arrive at a satisfactory decision during such discussion and it is desired to proceed further, then the grievance may be appealed as noted in Step 2.

Step 2. If the grievance is not resolved at Step 1, the grievant may pursue the grievance by filing a request for a meeting with the Town Liaison. The request shall be filed within five (5) working days of the meeting with the supervisor. The Town Liaison will then schedule a meeting to discuss the matter with the grievant or their Union representative within fifteen (15) working days of the request for a meeting. If a settlement of the grievance is not reached within fifteen (15) working days after such a meeting with the Town Liaison, then the grievance may be appealed to as noted in Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievant may pursue the grievance by filing a request for a meeting with the Select Board, said request to be filed within five (5) working days of the meeting with the Town Liaison. The Select Board will then schedule a meeting to discuss the matter with the grievant or their Union representative within fifteen (15) working days of the request for a meeting.

If a settlement of the grievance is not reached within fifteen (15) working days after such meeting with the Select Board, then the grievance may be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (the "AAA").

Provided the Union and the Town agree, Step 1 of the grievance procedure may be bypassed, and the grievance brought directly to Step 2.

6.3 Form and Deadlines

When a grievance is reduced to writing it shall be done so on the forms provided and shall contain each of the following:

- (a) A statement of the grievance and all the facts and chronology upon which it is based.
- (b) The remedy or correction which is desired to be made.
- (c) The section or sections of this Agreement relied upon or claimed to have been violated.
- (d) Failure by the grievant or the Union to adhere to the time deadlines within this grievance procedure shall terminate the grievance as null and void. Failure of the Board or its representatives to render a decision within the specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step.

6.4 Arbitrator's Authority

The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement, and they shall have no power to add to, subtract from, alter, disregard, or modify any such provision. The arbitrator shall be limited to the issues raised by the parties. The decision of the arbitrator shall be final and binding upon the parties subject to the provisions of 12 V.S.A. Chapter 192. Neither the Town nor the Union shall be permitted to assert any grounds before the arbitrator, which were not previously asserted at the prior steps of the grievance procedure.

6.5 Arbitration Cost

Each party shall bear the full cost of this representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear the full cost of the transcript. Should both parties order a transcript, then the cost of the two (2) transcripts will be divided equally.

6.6 Acknowledgement of Arbitration

The parties acknowledge this Agreement contains an agreement to arbitrate. Upon execution of this Agreement, the parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

ARTICLE 7
DISCIPLINE, DISCHARGE AND LETTERS OF REPRIMAND

7.1 **Just Cause Standard**

No employee shall be disciplined, discharged, or suspended without just cause. If an employee is discharged or suspended and if, through the grievance procedure provided in Article VI, it is decided that the employee was discharged or suspended without just cause, the Town shall reinstate said employee and compensate the employee for all wages and benefits that were lost during the time of discipline, discharge or suspension.

7.2 **Progression of Discipline**

It shall be the policy of the Town to administer discipline fairly, reasonably, and impartially. Employees and the Town are best served when discipline is administered to correct actions rather than to punish. Disciplinary action is intended to maintain the efficiency and integrity of the Town's service to its residents. Therefore, progressive disciplinary actions will generally be used after considering the nature of the offense.

The Town will administer the following procedure when assessing disciplinary action for employee conduct:

1. Verbal warning
2. Written warning
3. Suspension with/without pay
4. Termination

The disciplinary process will normally begin with an oral reprimand, and every attempt will be made to resolve differences at that point. However, nothing shall preclude the Town from imposing a more serious sanction for a more serious act of misconduct.

7.3 **Letters of Reprimand**

The Town will remove any letters of reprimand from personnel files two (2) years from the date of issue if no additional reprimand has been issued during the two (2) year period for the same cause.

ARTICLE 8
EMPLOYMENT STATUS & SENIORITY

8.1 The Town and Union agree to guarantee equal opportunity to all qualified applicants and employees with respect to initial appointment, advancement, and general working conditions.

8.2 Full time employee is defined as an employee who has completed their probationary period and works a minimum of forty (40) hours per week.

Part-time employee is defined as an employee who has completed their probationary period and works a less than forty (40) hours, but greater than twenty-three (23) hours per week on a regular and continuing basis.

A **probationary employee** is defined as an employee who has not completed their one hundred and eighty (180) calendar day probationary period. The Town may increase the length of a probationary period for an additional term not longer than the initial term if the Town and Union agree this extension is reasonably warranted.

If a probationary employee is released by the Town for any reason during this period, such action will not be subject to the grievance and arbitration procedures. A probationary employee shall be subject to all other provisions of this Agreement.

8.3 Vacancies

When filling a vacancy or in the creation of a new position within the Department, the Town shall post a notice at locations accessible to employees. Such notice shall remain posted for at least one (1) week, within which time employees may apply in writing for the said position to the Town Liaison. The notice shall set forth the classification of the position to be filled, an outline of duties, the hours and days of work, wage rate, the posting date of the notice, and the last day for filing applications. Applicants who have special qualifications shall describe such qualifications briefly in their application.

It is mutually agreed that the Town is free to solicit applicants by outside advertisement simultaneously with the posting to employees. Qualified bargaining unit employees will receive preference for vacancies in the bargaining unit. Part-time employees shall have the first opportunity to become regular employees before new employees, provided they can qualify.

8.4 Seniority

The Town is in accord with the principle that seniority should be a major factor in filling job openings, provided the employee is fully qualified. Employees covered by this Agreement shall acquire seniority within their classification. Employees do not accumulate seniority during the probationary period unless continued in the employ of the Town beyond said probationary period, in which event the employee's seniority will revert to the date of hire.

A regular bargaining unit employee that is promoted or transferred to a non-bargaining unit job and returns to a bargaining unit job within one (1) year or less from the transfer date, shall be treated as having continuous bargaining unit seniority. An employee who returns after one (1) year from the transfer date from the bargaining unit, shall be accorded continuous bargaining unit seniority equal to his/her actual time in the bargaining unit.

Time lost because of duty-related disabilities as well as employees on approved military leave are entitled to full credit for the years of service accumulated prior to the disability or military leave, as well as for time spent in the military, provided they return to the Town's employment within thirty (30) days following the conclusion of their military leave or doctor's release.

An employee shall forfeit employee's seniority rights for the following reasons:

1. Employee resigns and is absent from employment for greater than one year
2. Employee is dismissed for cause and is not reinstated
3. Employee retires on regular service retirement
4. Failure to comply with recall provisions

Whenever seniority rights are important or are at issue in connection with any employment rights, benefits or working conditions, the date and time of hiring will be the effective date for computation of seniority.

In the event it becomes necessary to reduce the work force within the department, department seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid-off and the last called.

No full-time employee will be laid off for lack of work, nor will there be a reduction in numbers to the existing full time work force while the Town is utilizing contract services, limited term appointments, part time or temporary employees to perform primary duties within the affected department.

Employees who are on lay-off shall be recalled in order of seniority with the department, which is increasing its workforce. The employee with the most seniority will be recalled first, provided however that the employee has the skills or qualifications required to do the available work.

An employee who is on lay off and is recalled must notify the Town of their intention or return to work on a certain date, within three (3) days of their recall notice. Failure to notify the Town within three (3) days shall result in the loss of all seniority and future recall rights.

An employee who is laid off, and who has not received notification of recall within one (1) year from the date of lay off, shall lose all seniority and recall rights.

ARTICLE 9

HOURS OF WORK, OVERTIME, COMPENSATORY TIME

9.1 Normal Work Hours

There shall be maintained a workday of no more than eight (8) hours and a work week of no more than forty (40) hours. The normal workday shall consist of eight (8) consecutive hours between 7:00 A.M. and 3:30 P.M Monday through Friday, with an unpaid lunch period of one-half (1/2) hour to be taken during the day.

Summer Hours

From the first regular workday of the first pay period of May and continuing through the 2nd pay period of October, the normal workday hours will be (6:00 A.M. to 4:30 P.M). and the normal work week will be Monday through Thursday. During the Summer Hours schedule, overtime will be paid after ten hours worked in one day, Monday

through Thursday and after forty (40) hours worked in one week.

Winter Hours

From the second pay period of October and continuing through the last pay period of April, the normal workday hours (7:00 A.M. to 3:30 P.M.) may be adjusted to allow the flexibility to address snow plowing/removal operations. Should the need to change the normal hours for future workdays arise, such a change of hours shall be discussed and agreed upon prior to the end of the current workday. The normal workday shall still consist of eight (8) consecutive hours.

9.2 Overtime

Except as outlined in 9.1 Summer Hours (10-hour day), employees shall receive one and one-half (1 ½) times the regular straight-time rate for all hours worked more than eight (8) hours in anyone (1) day, and for all hours worked more than forty (40) in anyone (1) week, without duplication. All work performed prior to the normal workday shall be paid at one and one-half (1 ½) times the regular straight-time rate. Excluding Sunday, all work performed outside the normal work week shall be paid at one and one-half (1 ½) times the regular straight-time rate without duplication. Work performed on Sunday shall be paid at two (2) times the regular straight-time rate.

Employees shall record their time in accordance with the current time clock policy.

Permanent full-time and permanent part-time employees shall be granted the opportunity to work overtime hours prior to all temporary employees being utilized by the Town to perform such work.

9.3 Scheduled Overtime

When an employee is scheduled to work outside their normal workday they shall receive a minimum of two and one-half (2 ½) hours' pay at the applicable overtime rate of pay regardless of whether work is performed unless the hours are an extension at the end of the normal workday.

In order that employees may make plans for their personal activities, the Town shall give notification as far in advance as possible when there will be scheduled overtime work.

9.4 Call Out

When an employee is called out to work outside their normal workday they shall receive a minimum of two and one-half (2 ½) hours' pay at the applicable overtime rate of pay regardless of whether work is performed.

Employees who are required to be available for call-in will be offered the use of a Town provided Cellular phone, as a method of contact.

9.5 Compensatory Time

In lieu of overtime pay, an employee may accrue compensatory time off ("comp time"). Comp time shall be earned at a rate of 1 ½ hours for each hour worked more than the normal workday. The maximum number of comp time hours which may be accrued is sixty (60) hours. An employee who has accrued the maximum amount will be paid

overtime for hours greater than the maximum.

Comp time can be carried over from year to year or, an employee may elect to be compensated for their unused time, and such time shall be paid by the end of the fiscal year at the employee's regular rate of pay.

An employee who has accrued comp time and requested use of comp time will be permitted to use such time within a reasonable period of making the request. Requests to use comp time must be submitted to the Town and will not be unreasonably withheld.

Upon separation, either voluntary or otherwise, employees shall be entitled to payment for their accrued, but unused comp time at their rate of pay at the time of separation.

ARTICLE 10 **HOLIDAYS**

10.1 Holidays: *The following shall be considered paid holidays:*

New Year's Day	January 1 ✓
Martin Luther King Jr. Day	Third Monday in January ✓
Presidents Day	Third Monday in February ✓
Town Meeting.....	1 st Tuesday of March ✓
Memorial Day	Last Monday in May ✓
Independence Day.....	July 4 ✓
Labor Day	First Monday in September ✓
Indigenous Peoples Day.....	Second Monday in October ✓
Veteran's Day -	November 11 ✓
Thanksgiving Day	Fourth Thursday in November ✓
Day after Thanksgiving.....	Fourth Friday of November ✓
Christmas Eve Day	Last working day before December 25 th
Christmas Day.....	December 25 th ✓

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays that fall on an employee's paid time off leave day will not be charged as paid time off. Holidays not taken or used within the fiscal year may not be carried forward or accrued unless agreed upon by the Town Administrator.

Employees shall receive eight (8) hours pay at their regular straight-time rate for each holiday. Excluding Thanksgiving Day, Christmas Day, and New Years Day, employees required to work on a holiday will be compensated at a rate equal to one and one-half (1 ½) times their regular hourly rate for each hour worked, in addition to their regular straight-time rate of holiday pay (a total of 2 ½ times). Employees required to work Thanksgiving Day, Christmas Day, and New Years Day shall be compensated two (2) times their regular hourly rate for each hour worked, in addition to their regular straight-time rate of holiday pay (a total of 3 times). If the holiday falls on the employee's regular

day off, they will receive eight (8) hours holiday pay at their regular straight time rate and said eight (8) hours shall be counted as hours worked for purposes of calculating overtime.

Employees working the **Summer Hours** (Article 9.1), shall receive ten (10) hours pay at their regular straight-time rate, and such hours shall apply to the terms and conditions outlined the paragraph above.

Should the Town adopt any additional holidays per Town policy, the Union will be included.

ARTICLE 11

LEAVES OF ABSENCE

11.1 Vacation Leave

Full-time employees will accrue paid vacation leave on July 1 of each year. During the first year of employment, employees shall receive vacation leave on a prorated basis.

The following annual hourly rates shall apply:

Years of Service	Monthly Accrual	Annual Accrual
1 - 4	6.67	80
5 - 9	10.00	120
10 - 15	13.33	160
16 - 20	16.67	200

Employees shall receive vacation leave pay based on their regular rate of pay. Employees shall receive the appropriate number of hours of vacation leave based on their daily/weekly schedule as defined in Article 9.1 (e.g., Summer Hours = 10 hours). Vacation leave can be used in increments of no less than one hour.

Vacation requests should be submitted as soon as reasonably practicable. Vacation requests for time greater than three days should be requested with at least two weeks in advance of the requested time off.

An employee on vacation who becomes ill or injured may, upon notification to the Town, change their vacation status to sick leave (11.3).

Vacation time shall not be advanced for use prior to it being credited to an employee's account, unless approved by the Selectboard.

An employee who does not use their accrued vacation leave earned in a year may carry forward up to sixty (60) hours of unused vacation leave into the following year. Vacation leave that exceeds sixty (60) hours will be forfeited, unless there were extenuating circumstances which prevented an employee from utilizing such time. In this case, an employee may get compensated for hours exceeding the sixty (60) hour limit.

An employee who separates employment from the Town will be compensated for unused, accrued vacation leave.

11.2 Personal Leave

Full-time employees shall receive three (3) personal leave days on July 1 of each year. Newly hired employees shall receive a prorated number of personal leaves days based on their date of hire.

Employees shall receive personal leave pay based on their regular rate of pay. Employees shall receive the appropriate number of hours of personal leave based on their daily/weekly schedule as defined in Article 9.1 (e.g., Summer Hours = 10 hours).

Personal leave can be used in increments of no less than one hour, and such time should be coordinated with the Town as soon as reasonably practicable.

Accrued personal leave, which is unused at the end of June, will be forfeited. An employee shall not be compensated for any unused leave at the end of June, nor shall they receive compensation upon separation from employment.

11.3 Sick Leave

Employees, to include those newly hired and in their probationary period, will be granted forty-eight (48) paid sick leave hours per year, accrued on the first of the month following the date of hire, and, for later years, on the anniversary date of their hire. If an employee does not use all their sick leave in a year (the year ends on the day before an additional year of time is credited), the employee may carry the unused leave forward to the next year and may accumulate up to a maximum of 240 hours of sick leave. Once an employee reaches 240 hours of sick leave, no additional sick leave will be credited to the employee's account until the employee's leave balance drops below 240 hours, and then will only be increased on an anniversary of the first of the month following the date of hire.

Sick leave benefits may not be used by an employee prior to being credited to their account, unless approved by the Town. Sick leave may be used in increments of one hour, and such time shall be paid at the employee's regular rate of pay.

An employee may not use sick leave during the employee's six (6) month probationary period, unless approved by the Town.

Employees must make reasonable efforts to avoid scheduling routine or preventative care or other appointments during regular work hours.

The Town will not compensate eligible employees unused, accrued sick leave at the time of separation.

An employee may use Sick Leave for the purposes below

- The employee is ill or injured.
- The employee obtains professional diagnostic, preventative, routine, or therapeutic health care.

- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.
- Additional time off for bereavement.

Notification of Absence for Sick Leave

Employees must provide notice to the Town as soon as reasonably practicable of the intent to use accrued sick leave and the expected duration of the absence.

Duration and Documentation of Sick Leave

In the event an employee's period of absence lasts no more than five (5) consecutive days, the employee's verbal statement as to their absence is sufficient.

In the event the period of absence continues beyond five (5) consecutive days, the employee is required to submit written verification from their physician or attending medical specialist.

11.4 Bereavement Leave

Employees shall receive up to three (3) days paid bereavement leave per occasion. Upon Town approval, employees may be granted an additional two (2) days for such occasion if agreed to by the road crew liaison. Employees may use bereavement leave for the death of a member of the immediate family or household, to include spouse, domestic partner, parents, spouse's parents, grandparents, spouse's grandparents, children, stepchildren, grandchildren, and siblings. Under extenuating circumstances, additional time off with pay may be granted by the Select Board. Pay for bereavement leave will be at the employee's regular rate of pay.

11.5 Vermont Parental and Family Leave (21 V.S.A. Section 472a)

Employees shall be entitled to leave as described in the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). These federal and

state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

During the parental or family leave, the Town shall continue the employee insurance benefits for the duration but shall require the employee to contribute to the cost of the benefits during the leave at the existing rate of employee contribution. While on leave, the employee shall continue to accrue longevity and seniority.

11.6 Short Term Family Leave

In accordance with 21 V.S.A. § 472a (Vermont Short Term Family Leave Law), employees may be entitled to take unpaid leave not to exceed four (4) hours in any thirty (30) day period and not to exceed twenty-four (24) hours in any twelve (12) month period.

11.7 Crime Victim Leave

In accordance with 21 V.S.A. § 472c, employee who have been continuously employed for a period of 6 months for an average of at least twenty (20) hours per week and who are crime victims may be entitled to take unpaid leave for attending a deposition or court proceeding. At the option of the employee, accrued sick leave, accrued vacation leave, or any other accrued paid leave may be used.

11.8 Leave of Absence Without Pay

All requests for leaves of absence without pay for any reason other than those covered by state law must be submitted in writing to the Town, at least two (2) weeks prior to such leave, and must set forth the purpose for which the leave is requested and include a specified date of return.

11.9 Military Leave

The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. Employees who take military leave subject to the provision of these laws will be granted leave without pay. At the option of the employee, any paid time off leave accrued prior to the commencement of the leave may be used.

11.10 Jury Leave

The Town will compensate employees for their service as jurors or witnesses unrelated to their status as a Town employee. The Town will compensate the employee at their rate of pay for each hour of the normal work day absent for such duty as a juror or witness. For purposes of this clause "compensation" shall not include reimbursements for expenses incurred by the employee. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Town for the purposes of determining seniority, benefits, credit towards paid time off and other rights, privileges and benefits of employment.

ARTICLE 12 WAGES

12.1 Wage Adjustment

Employees' wage classifications and rates shall be specified in Appendix "A" – Wage Schedule. Effective July 1, 2025, wage rates shall be adjusted by a 3.5% increase to the highlighted steps in the first year of the Agreement. Effective July 1, 2026, wages shall be increased utilizing the Social Security Cost of Living Adjustment ("COLA"). The COLA shall have three percent (3%) added to it, and said result shall be the agreed upon wage adjustment.

12.2 Step and Classification Placement

Newly hired employees shall be placed at the appropriate step within the classification for which the Town deems them qualified for. This step shall be considered the **initial hire step**.

12.3 Step Increase

Within six months from the initial hire date, an employee shall progress one step from the initial hire step (12.2). All future step increases shall occur on the anniversary of the Agreement (July 1).

Employees who exceed the Step (25) within the Wage Schedule shall receive an annual wage adjustment equal to the Wage Adjustment calculation described in Article 12.1 above.

12.4 Classification Advancement

Employees who have gained proficiency in job tasks related to a higher classification and who desire to advance to a higher classification will request advancement to the higher classification by completing an Advancement Request Form and submitting it to their supervisor. Once submitted, the request will be evaluated and forwarded to the Town Administrator for final approval.

Any disputes regarding a denial of an employee's advancement request will be resolved using the grievance procedure outlined in Article VI of this Agreement.

Employees approved for advancement to the higher classification shall be awarded such advancement and shall receive a three percent (3%) wage increase. The employee will then be placed in the higher classification at the step which best supports the increase. Should the new wage rate fall between steps, the wage rate shall be rounded up to the appropriate step.

- 12.5 Starting with July 1, 2025 contract term each employee shall receive a \$1,500 Winter Stipend to be paid out in three (3) equal installments of \$500 during the months of November, December, and January. During the July 1, 2026, Agreement year, each employee shall receive a \$2,000 Winter Stipend to be paid out in four (4) equal installments \$500 during the months of November, December, January, and February.

ARTICLE 13
INSURANCE BENEFITS

13.1 Medical Insurance

The Town shall provide medical insurance through Blue Cross/Blue Shield of Vermont, Standard Gold Plan. The Town shall also provide an HRA to pay for all eligible medical costs and said costs shall be paid by the HRA funds first. The HRA shall be funded each fiscal year, and such funding may increase with Select Board approval. The current funding levels of the HRAs are as follows:

- Single: \$3500
- Family: \$6000

The Town shall pay ninety percent (90%) of the cost of the medical premium for the term of the Agreement. Employees shall pay ten percent (10%) of the cost of the medical premium for the term of the Agreement.

In lieu of the medical insurance, an employee may opt out of the plan offered by the Town and shall receive a cash payment of \$500 each first paycheck of the month, provided they can show proof of other insurance coverage. This opt-out amount may increase with Select Board approval. Or, if an employee has proof of other medical insurance, the Town will reimburse the employee for contributions to the State of Vermont 457 Deferred Comp plan using a calculation equivalent to the BC/BS Gold plan, Delta Dental and EyeMed Vision single rate premiums and HRA, minus 15% for taxes and retirement.

As health care legislation evolves, this section may require discussion as to its viability. The Union and the Town agree to discuss options relative to health insurance should such events occur.

13.2. Group Life Insurance

The Town shall provide short-term disability insurance, accidental death and dismemberment (AD&D) and a term life insurance policy for each employee. The life insurance policy will have a face value of fifty thousand dollars (\$50,000). All said premiums shall be paid for by the Town.

13.3 Dental Insurance

The Town shall provide dental insurance through VLCT Verb Trust/Northeast Delta Dental. The Town shall pay ninety percent (90%) of the premium and the employee shall pay ten percent (10%) of the premium.

13.4 Vision Insurance

The Town shall provide vision insurance through VLCT Verb Trust/Eye Med Option 5 plan. The Town shall pay ninety percent (90%) of the premium and the employee shall pay ten percent (10%) of the premium.

13.5 Short Term Disability (STD)

The Town shall provide STD through Lincoln Financial Insurance Company. Coverage will be 66.67% of the employee's weekly earnings, not to exceed \$1,000.

Coverage duration will be up to twenty-six (26) weeks. There will be a fourteen (14) day waiting period before benefits will be paid. Employees shall not contribute to this benefit.

13.6 Worker's Compensation

During leave for disability incurred because of a job-related injury, an employee may use PTO leave while receiving workers' compensation benefits to supplement the differential in regular pay.

ARTICLE 14
RETIREMENT

Upon hiring, employees will be automatically enrolled in the Vermont Municipal Employee's Retirement System ("VMERS"). The Town and the employee shall both contribute to the Group B plan the amount mandated by law.

ARTICLE 15
MISCELLANIOUS BENEFITS

15.1 Uniforms

Employees shall be issued uniforms and personal protective equipment at the Town's expense. The Town shall also be required for contracting and paying for the cleaning of the uniforms.

15.2 Boot Allowance

Employees shall be provided with up to \$350 per fiscal year for safety footwear to be worn during the workday. Safety footwear shall have a protective safety toe when required for the task to be performed. Employees may utilize the allowance to purchase non-protective toe footwear where the work conditions allow for it (e.g., water). Newly hired employees will be responsible for purchasing their safety toe footwear upon receiving their initial employment offer. They will be reimbursed for their purchase, up to the \$350 allowance, after completing the initial probation period.

15.3 Fitness Reimbursement

An employee will be reimbursed up to four-hundred dollars (\$400.00) per fiscal year for participation in a wellness activity that requires an out-of-pocket expense to the employee (e.g., gym membership, fitness class, exercise equipment, meditation, yoga, counseling, massage therapy, and related health and wellness activities or equipment that promote a healthy lifestyle physically and/or mentally). These expenses are subject to approval by the Town, and such expenses shall be reimbursed upon proof of expense.

15.4 Commercial Driver's License

When Town employees are required to obtain and hold a Commercial Driver License (CDL) as a condition of employment, the Town agrees to pay for all monetary costs associated with obtaining the initial license, as well as those costs associated with the renewal of the appropriate CDL, including the cost of any required physical examinations.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision.

ARTICLE 17
FINAL RESOLUTION

This Agreement represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The parties agree that policies or procedures not otherwise expressly defined within this Agreement, will be covered by the Town's Personnel Policy.

ARTICLE 18
DURATION OF AGREEMENT

This agreement shall take effect **July 1, 2025**, and shall continue in full force and effect until 12:00 midnight, **June 30, 2027** and from year to year thereafter unless written notice of desire to terminate or modify this agreement is given by either party to the other not less than sixty (60) days prior to the expiration date. In the event negotiations have not been concluded prior to the scheduled expiration of any contract, the terms of this agreement shall continue in effect until such negotiations are concluded or until the agreement is terminated.

In the event the parties are unable to reach agreement upon the terms of a new agreement, the issues in dispute shall be disposed of by arbitration. Selection and cost shall be as herein provided in Article 6 of this Agreement.

For the Union:

Jeffrey C. Wimette 3/24/25
Business Manager Date

For the Town:

Mr. MacNeil 3/21/25
Mr. MacNeil Date
Town Select Board

Ellen Celnik 3/21/25
Ellen Celnik Date
Town Select Board

APPENDIX A – WAGE SCHEDULE

Step	Laborer	Highway Tech I	Highway Tech II	Highway Tech III	Crew Leader
1	\$18.24	\$22.00	\$24.00	\$25.21 L	\$26.47
2	\$18.51	\$22.33	\$24.36	\$25.59	\$26.87
3	\$18.79	\$22.66	\$24.73	\$25.97 D	\$27.27
4	\$19.07	\$23.00	\$25.10	\$26.36	\$27.68
5	\$19.36	\$23.35	\$25.47	\$26.76	\$28.09
6	\$19.65	\$23.70	\$25.85	\$27.16	\$28.52
7	\$19.94	\$24.06	\$26.24	\$27.57	\$28.94
8	\$20.24	\$24.42	\$26.64	\$27.98	\$29.38 T
9	\$20.55	\$24.78	\$27.04	\$28.40	\$29.82
10	\$20.86	\$25.15	\$27.44	\$28.82	\$30.27
11	\$21.17	\$25.53	\$27.85	\$29.26	\$30.72
12	\$21.49	\$25.91	\$28.27	\$29.70	\$31.18
13	\$21.81	\$26.30	\$28.69	\$30.14	\$31.65
14	\$22.14	\$26.70	\$29.13	\$30.59	\$32.12
15	\$22.47	\$27.10	\$29.56	\$31.05	\$32.60
16	\$22.80	\$27.51	\$30.01	\$31.52	\$33.09
17	\$23.15	\$27.92	\$30.46	\$31.99	\$33.59
18	\$23.49	\$28.34	\$30.91	\$32.47	\$34.09
19	\$23.85	\$28.76	\$31.38	\$32.96	\$34.61
20	\$24.20	\$29.19	\$31.85	\$33.45	\$35.12
21	\$24.57	\$29.63	\$32.32	\$33.95	\$35.65
22	\$24.94	\$30.08	\$32.81	\$34.46	\$36.19
23	\$25.31	\$30.53	\$33.30	\$34.98	\$36.73
24	\$25.69	\$30.98	\$33.80	\$35.51	\$37.28
25	\$26.07	\$31.45	\$34.31	\$36.04	\$37.84

This step schedule shows the current step and classification that would represent each of the crew members prior to the July 1, 2025, wage adjustment.

EXHIBIT A – DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct the **Town of Greensboro** to deduct from my pay and amount equal to the dues and initiation fees, in the amounts fixed in accordance with the Bylaws of **Local Union 300** and the Constitution of the **International Brotherhood of Electrical Workers**, and to pay same to said Local Union in accordance with the terms of the Collective Bargaining Agreement between the Village and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) _____

Signature _____

Date _____

**ADDENDUM TO AGREEMENT BETWEEN
THE TOWN OF GREENSBORO VT, HIGHWAY DEPARTMENT AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL
UNION #300, JULY 1, 2025 TO JUNE 30, 2027**

Whereas, the Town of Greensboro (the "Town") and the International Brotherhood of Electrical Workers, Local Union #300 (the "Union") (collectively, the "Parties") executed an Agreement Between the Town of Greensboro VT, Highway Department and the International Brotherhood of Electrical Workers, Local Union #300, July 1, 2025 to June 30, 2027 (the "Agreement"); and,

Whereas, after execution of the Agreement, the parties realized that the Agreement as signed failed to include provisions that both parties intended to be contained in the Agreement; and

Whereas, the Parties desire to amend the Agreement to include the omitted provisions; and

Whereas, Article 17 of the Agreement provides that changes and alterations to the Agreement may be agreed to and evidenced in writing by the Parties,

Therefore, the Parties hereby agree in writing as follows:

1. Article 9.2 of the Agreement, titled "Overtime," shall be omitted in its entirety and shall be replaced with the following:

"9.2 Overtime

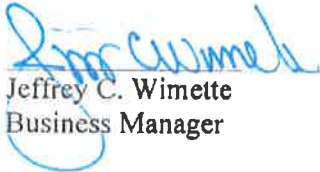
Except as outlined in 9.1 Summer Hours (10-hour day), employees shall receive one and one-half (1 ½) times the regular straight-time rate for all hours worked more than eight (8) hours in anyone (1) day, and for all hours worked more than forty (40) in any one (1) week, without duplication. All work performed prior to the normal workday shall be paid at one and one-half (1 ½) times the regular straight-time rate. Excluding Sunday, all work performed outside the normal work week shall be paid at one and one-half (1 ½) times the regular straight-time rate without duplication. Work performed on Sunday shall be paid at two (2) times the regular straight-time rate. The terms of this first paragraph of Article 9.2 regarding calculation of overtime and overtime pay shall apply retroactively to January 1, 2025, and employees shall be entitled to receive pay for any overtime (as defined in this first paragraph of Article 9.2) that they performed on or after January 1, 2025

Employees shall record their time in accordance with the current time clock policy.


Permanent full-time and permanent part-time employees shall be granted the opportunity to work overtime hours prior to all temporary employees being utilized by the Town to perform such work."

2. Except as specifically and expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect in accordance with their terms.

For the Union:


 9/10/25
Jeffrey C. Wimette
Business Manager


For the Town of Greensboro:

 May 27 2025
Mr. MacNeil
Member, Select Board


Tim Brennan
Member, Select Board


Judy Carpenter
Member, Select Board


Ellen Celnik
Member, Select Board


Mike Metcalf
Member, Select Board