

**AGREEMENT BETWEEN**

**TOWN OF HARDWICK ELECTRIC DEPARTMENT**



**AND**

**LOCAL # 300**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**



**June 1, 2025 to May 31, 2027**

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**AGREEMENT BETWEEN  
TOWN OF HARDWICK ELECTRIC DEPARTMENT**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #300**

**THIS AGREEMENT**, entered into between the Electric Department of the Town of Hardwick, County of Caledonia and State of Vermont, herein referred to as the "Department" and Local Union # 300 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". This agreement shall be binding upon the parties and their respective successors and assigns.

**WHEREAS**, the Union represents a majority of the Line Department and Utility Persons of the Department and has been designated by said majority, to be the exclusive representative of the Line Workers and Utility Persons of the Department for the purpose of collective bargaining, and

**WHEREAS**, the Department is engaged in the business of supplying electric service to the residents of the Town of Hardwick and surrounding towns, both the Department and Union desire to promote harmony and efficiency among the working forces so that the employees of the Department may obtain mutual economic advantages consistent with the duties of the Department, the adjustment of any difference by rational common sense method.

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

**ARTICLE 1  
RECOGNITION OF UNION**

As certified by the Vermont Labor Relations Board, Order of Certification #78-49R (3/31/1978), the Department recognizes the Union as being the exclusive representatives of the employees within the Line Department in the positions outlined in Article 4, for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

**ARTICLE 2  
UNION MEMBERSHIP REQUIREMENTS**

The Department and Union mutually agree that for the purpose of this agreement, the term "permanent employee" shall mean any person who has been employed by the Department continually for a period of six months in one of the classified positions established by management and listed in Article 3, Section A, 1 and who has satisfactorily passed their probationary period of evaluation.

The term "probationary employee" shall include any person employed in one of the above-referenced classifications during their first six months of employment, which shall be considered a working test period of employment.

The term "temporary employee" shall mean a person employed on a temporary, seasonal, on call or part-time basis as defined in statute, 21 V.S.A. § 1722 (11), including casual, summer, or federally funded/subsidized workers. Temporary employees are specifically excluded from coverage under this agreement, although management retains the right to employ persons in these capacities as deemed necessary.

### **ARTICLE 3** **NO STRIKE – NO LOCKOUT**

The Union agrees it will not authorize, approve or induce others to engage in any strike, stoppage or slowdown of work during the term of this Agreement, and the Department agrees it will not engage in any lockout during the term of this Agreement.

### **ARTICLE 4** **WORKING HOURS, WAGES, OVERTIME AND HOLIDAYS**

#### **Section A — Hours and Wages**

1. The normal workday shall consist of eight hours (7:00 am - 3:30 pm) and the normal work week shall consist of five days (Monday through Friday) for all bargaining unit employees. Alternate work schedules may be implemented as long as both the Department and the Union agree upon the terms of such change. The hourly wage rate for each classification of work shall be as follows:

<b><u>Classification</u></b>	<b><u>6/1/2025</u></b>	<b><u>6/1/2026</u></b>
Working Foreman	\$60.26	\$62.55
Head Lineman	\$57.80	\$59.99
First Class Lineman	\$56.11	\$58.25
Second Class Lineman	\$49.74	\$51.63
Third Class Lineman	\$42.37	\$43.98
Apprentice A	\$36.73	\$38.13
Apprentice B	\$31.99	\$33.21
Utility Person A	\$45.85	\$47.59
Utility Person B	\$41.26	\$42.83
Meter Reader	\$32.72	\$33.96

Wages shall be adjusted to the amounts listed above effective the first pay period each June during the life of this Agreement beginning June 2025.

2. Completion of an apprenticeship program approved by the State of Vermont, Department of Labor and Industry or Department of Education may be substituted for any experience requirement established herein, with the consent of the Electric Department management and the Union.

3. Employees working away from their usual place of assembly shall travel to and from work on HED time. Whenever employees are under the supervision of an employer other than HED or the employees are working outside HED territory, the employees' minimum start rate of pay will be the employees' applicable hourly rate of pay increased by 15%; whenever employees are under the supervision of an employer other than HED or the employees are working outside HED territory, the employees' meal allowance will be paid at either the rates set forth in Section B5 of this Article, or at the meal allowance/reimbursement rate established by the supervising employer for its employees, whichever is higher. All other provisions of the contract shall apply.

4. Probationary Period: Every new employee hired to fill one of the permanent classified positions listed herein, or afterwards established by the Department, shall serve a six month probationary period. At the end of the probationary period management will evaluate the employee, and if performance has been satisfactory, the employee shall gain permanent status. If performance is not satisfactory by the end of the probationary period, the employee may be dismissed with two weeks notice or two weeks pay in lieu of notice. Nothing herein shall be deemed to prevent management from releasing a probationary employee prior to the end of their six month probationary period with two weeks notice or two weeks pay in lieu of notice. The Department may extend an employee's original probation period for an additional period of time, not to exceed ninety (90) calendar days, with the agreement of the Union and the employee. Notwithstanding any other provision of this agreement, probationary employees shall not have the right to grieve or arbitrate a decision to terminate their employment.

5. Rates of Pay for Probationary Employees: At the discretion of management, pay for probationary employees may be set at any rate from 90% to 100% of the rate established herein for a permanent employee in the same classification. Upon successful completion of the probationary period and attainment of permanent status the employee shall receive an adjustment to the full rate of pay established for their classification.

### **Section B — Overtime Pay**

1. All employees regularly scheduled to work eight hours within a day shall be paid overtime at the rate of 1 1/2 times their regular rate for all hours worked in excess of eight hours per day or forty hours per week. All Sunday work shall be considered overtime work and shall be paid for at twice the regular hourly rate ("double time"). Double time shall also be paid for all time worked in excess of sixteen (16) consecutive hours. It is understood and agreed that scheduling overtime hours is the exclusive prerogative of management.

2. **Payment for "call out" work:** An employee called out for overtime work shall begin their time when they receive the call to respond to such work, and their time shall end when

they return home and are released from duty. Employees will report to duty within a reasonable time of being contacted, with due consideration for all relevant factors, including but not limited to weather conditions and the distance from the employee's residence to the workstation. Employees who are called out and report for such work shall receive a minimum of three (3) hours pay at the applicable overtime rate whether work is performed or not. The minimum call out pay (3 hours) shall not be in effect if employees receive a call out one (1) hour prior to the start of their normal workday.

3. **Rest time:** An employee called out between 10:00 P.M. and 6:00 A.M., Sunday through Thursday, or between 12:00A.M. and 6:00 A.M. on Friday will receive equal hours off during the employee's regular work day, with pay. The equal time off applies to the hours the employee works, on a portal-to-portal basis. Time after 6:00 A.M. shall be considered regular time and rest time will not apply. Rest time will normally be taken during the same day, however if a work situation occurs preventing the employee from taking rest time, it may be taken up to three business days following the day due.

In case of emergency, employees may be called back at any time. The parties agree that working for prolonged periods of time (i.e., in excess of sixteen (16) hours) without food or rest, may create hazardous conditions. Accordingly, management and the union agree that, absent overriding concerns of danger to the public due to emergency situations, employees will not work more than sixteen (16) continuous hours without a rest and meal break.

The rest and meal break shall be eight (8) hours, including travel time. If the rest and meal break overlaps the employee's normal working hours, there shall be no loss of pay for the overlap period. At the end of the rest period, the employee shall be paid at the rate applicable. If an employee voluntarily returns to work prior to the end of the eight (8) hour rest and meal break, the department and employee shall be deemed to have satisfied the above rest break provisions.

4. **Continuance:** When an employee is called in before their regular shift due to emergency conditions, they shall be paid at overtime rates so long as their work on the emergency problem continues (includes hours worked on the emergency which would otherwise fall into the regular scheduled workday).

5. **Meals:** Employees called out to work in emergency conditions for a minimum of two (2) hours between the hours defined below shall receive a meal allowance equal to the standard rates approved for Vermont by the General Service Administration. Employees shall receive a meal allowance after each six hour overtime interval.

To eliminate the confusion of which meal (breakfast, lunch or dinner) to pay for when a meal payment is due a time period has been established defining which meal applies. The following schedule will be used:

3:31 PM to 11:30 PM — Dinner  
11:31 PM to 7:30 AM — Breakfast  
7:31 AM to 3:30 PM — Lunch

The Department will provide meal payment when HED employees work for other utilities. When the other utility provides the meal and/or pays for it directly, there will be no duplicate meal payment to employees.

6. **On Call Duty:** Line workers assigned to on-call duty will receive one day's pay for each week in addition to applicable compensation for hours worked. The department will provide a pager to on-call personnel. The employee shall report any problems with the functioning of the pager to Department management as soon as possible. On call duty is to start on Monday and run through Sunday of the following week. The lineworker/s on duty will ensure such duty is covered if they are unable to be available.

<b>Classification</b>	<b>6/1/2025</b>	<b>6/1/2026</b>
Working Foreman	\$482.05	\$500.36
Head Lineman	\$462.37	\$479.94
First Class Lineman	\$448.91	\$465.97
Second Class Lineman	\$397.93	\$413.05

On Call Pay for Generating Plant. Employees required to be on call for the Wolcott Hydroelectric Plant will receive one day's pay for each week they are on call. On call pay rate is based on current utility worker rate. Actual hours worked based on employee's classification pay rate. If the on-call employee is required to travel to the Wolcott generating plant to address a malfunction they shall be compensated for actual hours worked for a minimum of three (3) hours pay, at the appropriate overtime rate. If a site visit is not necessary and the problem can be resolved by personal computer, the employee shall be compensated for actual hours worked or a minimum of one (1) hours pay at the appropriate overtime rate, whichever is greater. A pager and all associated costs of the pager will be borne by the department. The on call employee shall report any problems with the functioning of the pager to Department management as soon as possible.

<b>Classification</b>	<b>6/1/2025</b>	<b>6/1/2026</b>
Utility Person A	\$366.79	\$380.73
Utility Person B	\$330.08	\$342.63

### **Section C — Holiday Pay**

1. **Definition of a Holiday:** A holiday, as used herein, shall mean the twenty-four-hour period from midnight to midnight of each of the following days:

January 1	New Years Day
February	President's Day
March (1st Tuesday)	Town Meeting Day
May	Memorial Day
July 4	Independence Day

September	Labor Day
November 11	Veterans Day
November	Thanksgiving Day
November	Day After Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
One Floating Holiday	

When a holiday falls on an employee's scheduled day of work, and the employee is not assigned to work and does not work, the employee shall be paid normal pay for eight hours straight time.

Employees assigned on-call duty during a week when one of the following holidays is observed shall receive eight (8) hours of personal leave time to be used at a later date, no more than one (1) year from the date of the holiday: New Years Day, Thanksgiving Day, Christmas Day.

If an employee is called into work on a holiday the employee will be paid at the rate of double time in addition to regular holiday pay.

An employee shall be eligible for a floating holiday on a calendar year basis. Except in extraordinary circumstances an employee shall provide the General Manager with at least five (5) work days advance notice of intent to take a floating holiday.

**Section D — Pay for Temporarily Assigned Employees:** An employee temporarily assigned to a job classification with a higher rate of pay for a period of four hours or more will be paid the higher rate of pay for the actual time worked in higher job classification. Under normal conditions all line crews dispatched by management will be under the supervision of a working foreman or a head lineman. The union agrees that the assigned working foreman or head lineman is as such an extension of management and will be held accountable for the competent performance and safety of his/her assigned crew. Under emergency or outage conditions the Department and the Union agree that management retains the right to utilize its personnel as needed to remedy the situation.

## **ARTICLE 5** **BEREAVEMENT BENEFITS**

In case of death in the immediate family, an employee will be granted up to five (5) days' time off without loss of pay as necessary to attend funerals, make funeral arrangements, or to participate in other necessary functions or business related to the death.

The terms "immediate family" as used in this Article 5 includes spouse, civil union partner or domestic partner; parent, step-parent or parent-in-law (includes parent of domestic partner); children, step-children and foster children; siblings and step-siblings; grandchildren, grandparents (including grandparents of spouse).

- A “domestic partnership” as used in this Article 5 is subject to the following criteria:
- the employee and another person have resided together for at least six (6) months;
  - neither the employee nor the domestic partner is married to another person;

## **ARTICLE 6** **PERSONAL LEAVE**

A maximum of two days may be used by the employees for personal business. These days are to be used discreetly by employees, not to be used as vacation or sick leave extensions. The management is to be notified at least twenty-four hours in advance if possible or shall be notified prior to taking time off in an emergency.

## **ARTICLE 7** **HEALTH INSURANCE**

Group health insurance coverage will be provided to employees under a Gold CDHP or HDHP Plan or equivalent. An eligible employee may select single, two-person, parent and child(ren) or family coverage, as applicable, under the Plan.

Employees shall contribute twenty percent (20%) to the premium costs and the Department shall contribute eighty percent (80%) to the premium costs for the Gold HDHP/CDHP Plan offered by HED.

In addition to the premium contributions referenced above, the Department will establish and maintain Health Reimbursement Accounts (HRA) for Employees covered under the Gold CDHP or HDHP Plan, or equivalent. The Department will fund the HRA maintained for each full time employee in a dollar amount equal to 90% of the applicable Plan deductible during the Plan Year January 1 through December 31 of each year.

Funds in the HRA will be available and may be used to pay for qualified medical and prescription expenses that track towards the annual deductible of the Plan selected.

Unspent funds in the HRA will not rollover or accumulate from year to year but will revert to HED. Employees will be responsible for payment of qualified medical and prescription expenses that track towards the annual deductible only after funds in the HRA are exhausted.

Cash in Lieu of Health Insurance Program: Employees who elect not to participate in the group health insurance program offered by the Department will receive a sum equal to three thousand dollars (\$3,000.00) per year, pro-rated for partial plan years, to be paid on a weekly basis in substantially equal installments over each payroll period. The Union and the Department specifically understand and agree that this cash in lieu of health insurance program shall not be implemented unless and until at least one (1) union employee currently participating in the group health insurance program elects to withdraw from the plan. An employee withdrawing from the HED group health insurance plan shall demonstrate that they have alternate health insurance coverage from another employer or source other than the Department. In the event that at least one (1) union employee currently participating in

the group health insurance program ceases to participate and enrolls in another group health plan, the cash in lieu payments referenced herein shall begin in the first payroll period of the first month following the employee's withdrawal from the HED group health insurance plan.

**Retiree Group Health Care Plan:** The Department will extend the availability of health benefits for eligible retirees under the age of 65 at the Department's group rate. The retiree will reimburse the Department for all monthly premiums associated with their coverage. If an employee and/or spouse elect to not to continue in the Department's health care plan when the employee retires, they will not be allowed to rejoin the plan at a later date.

## **ARTICLE 8** **WORKERS' COMPENSATION**

Upon notification and request for assistance, the Department will fill out all workers' compensation insurance forms in the event of an on-the-job accident.

## **ARTICLE 9** **COMMERCIAL DRIVER'S LICENSE (CDL)**

The department will pay the difference between the cost of the CDL and a standard operator's license, to include any required CDL endorsements. Employees required to hold CDL Driver's Licenses are subject to the alcohol and drug policies required by federal law and adopted by the Department.

## **ARTICLE 10** **PHYSICALS**

**Section A — Pre-Employment Physicals:** Applicants for employment who have received a conditional offer of employment, shall be required to submit to and pass a medical examination by a physician or physicians selected and paid for the Department prior to being hired.

**Section B — Annual Physicals:** Each permanent and probationary employee shall submit to an annual physical as required by the Department. Employees may see the physician of their choice, and their physical may be as complete as they desire, however, it is understood and agreed that the employee will bear any cost for this physical not covered by the group health insurance plan. The results of these medical examinations will be kept confidential between each individual employee and the examining physician, and the employee will be required to provide written evidence of good health and ability to perform their assigned duties from their physician upon completion of the annual physical. Employees will be released from work to participate in their annual physical, and will be paid for their time; however, in no event will time spent being examined for the annual physical constitute good time for the purpose of computing overtime.

**ARTICLE 11**  
**QUALIFIED RETIREMENT PROGRAM**

**Section A — Savings:** The employer will make an annual contribution equal to one and one-half percent (1.5%) of each employee's base salary toward the National Rural Electric Cooperative Association (“NRECA”) 401K Plan.

The employer will continue to make an annual contribution equal to one and one-half percent (1.5%) of the employee's base salary to the NRECA 401K Plan on behalf of those employees with eighteen (18) or more continuous years of service to HED as of July 1, 2025 who have elected to retain the benefit of Section C, below.

As soon as reasonably possible following ratification of this Agreement, the employer will establish a new plan for employees who had less than eighteen (18) years of continuous service with HED as of July 1, 2025 and will make an annual contribution equal to two percent (2%) of each such employee's base salary to the NRECA 401K Plan. Employees receiving the two percent (2%) contribution will no longer be eligible for the benefit described in Section C below. The target date for implementation of the new plan and the higher employer contribution rate will be September 1, 2025, but in no case will implementation be delayed beyond October 1, 2025.

Individual employees may also contribute to either of the NRECA Plans by payroll deduction, in accordance with the rules of the plan.

**Section B — Pension:** The Department and employees agree to participate in Plan B of the Vermont Municipal Employee’s Retirement System (“VMERS”) in accordance with the established policies. The Department will contribute the percentage amount determined by VMERS for the employer, and the employee will contribute the percentage amount determined by VMERS for the employee.

**Section C — Retirement:** The Parties agree that only those employees with eighteen (18) years or more of continuous service with HED as of July 1, 2025 shall be eligible for the retirement benefit described in this section. Upon retirement from the Department an eligible employee will receive seven tenths of a day’s pay per year for every year of service to the Hardwick Electric Department. If the employee should leave for any reason other than retirement they will lose the benefit, except that the benefit will be paid to an employee who can no longer work due to a serious health condition, or to the beneficiary of a deceased, eligible employee.

**Section D — Retirement due to Disability:** In the event that an employee becomes disabled, mentally or physically and is unable to perform the duties of his position, the employee may be separated from employment. In the event that there is a vacancy in the Department in another position which such employee is capable of performing, then such employee may be transferred to such position. The wages of the transferred employee will be adjusted in accordance with the wage rate for the classification.

If the Department has reason to think that an employee is incapable of fulfilling the duties of his position because of mental or physical illness or disability, it may require such employee to take a medical examination on the Department's time, with a doctor to be chosen and paid for by the

Department. In the event that the examining doctor is of the opinion that the employee is no longer able to discharge their duties by reason of health or mental or physical disability, the employee shall be so notified. If the employee does not agree, they may consult another physician of their own choice, at their own expense. If the two physicians thus so consulted do not agree as to whether or not the employee is capable of fulfilling his position, then the two physicians will select a third doctor, who is a specialist in the type of disease or disability claimed by the first doctor who is disqualifying the employee, and who does not practice medicine in the County of Caledonia, in the State of Vermont. The expense of the third doctor shall be shared equally by both parties. The three doctors, after the third physician has made his examination, will consult together and the opinion of the majority will be final. In deciding whether or not an employee is incapable, by reason of mental or physical illness or disability, or carrying on the duties of his position, the Department in the first instance, and the examining physicians shall be guided by consideration not only of the health and welfare of the employee himself, but also safety of other employees and of the general public and the customers of the Department.

## **ARTICLE 12** **INSURANCE BENEFITS**

1. **Life Insurance:** The employer will contract with a qualified provider of insurance to purchase group term life insurance for each employee in the amount of two times the employee's base salary, to include indemnity for accidental death and dismemberment. The employer will pay the cost of this insurance.

2. **Twenty-four Hour Accident Insurance:** The employer will provide each employee with "24-hour accident" insurance, at no cost to the employee.

3. **Business Travel Accident Insurance:** The employer will provide each employee with "business travel accident" insurance at no cost to the employee.

4. **Long Term Disability:** The employer will purchase long term disability insurance for each employee which will provide disability benefits of 66 2/3% of the employee's salary following a thirteen (13) week qualifying period. The employer shall pay 100% of the cost of disability insurance.

5. The employer will provide each employee with coverage under the Vermont Family and Medical Leave Insurance (VT FMLI) program. HED will apply for FMLI coverage following ratification of the Agreement and coverage will be effective as soon as reasonably possible thereafter given the requirements of the insurance carrier.

## **ARTICLE 13** **VACATION LEAVE**

1. **PURPOSE:** It is the purpose of this article to establish the policies and procedures by which a permanent employee shall receive time off from work for vacation or personal convenience.

New employees with prior work-related experience may be granted levels of vacation commensurate with their years of prior experience. To receive this benefit, the employee must prove they have the relevant experience with an electrical utility or other entity that performs the same or similar functions that correspond with the Department's operations. Consideration of experience levels within a classification and length of time performing related tasks relevant to the Department's operations will be the guiding factors when approving the amount of vacation time beyond the initial allocation. The approval of this vacation allotment is at the discretion of the Department.

## 2. POLICY

- a. Permanent employees are provided an opportunity to accrued annual leave in order that they may have periods of rest and relaxation from their job for health and wellbeing, consistent with workload requirements of the Department.
- b. Employees are encouraged to request annual leave in blocks of time sufficient to ensure rest and relaxation. However, annual leave may also be taken in brief amounts for the personal convenience of the employee.
- c. Annual leave credits are not accumulated and may not be used during the first six months' employment.
- d. A permanent employee accrues annual leave as follows:
  - i. A permanent employee shall be credited with forty (40) hours of annual leave upon completion of their first six months of service.
  - ii. A permanent employee with more than six months but fewer than two (2) years of full-time service shall accrue annual leave at the rate of 6.64 hours per completed calendar month of service.
  - iii. A permanent employee with two (2) or more years but fewer than five (5) years of full-time service shall accrue annual leave at the rate of 8 hours per completed calendar month of service.
  - iv. A permanent employee with five or more years but fewer than ten years of full-time service shall accrue annual leave at the rate of 10 hours per calendar month of service.
  - v. A permanent employee with ten or more years but fewer than fifteen years of full time service shall accrue annual leave at the rate of 12 hours per calendar month of service.
  - vi. A permanent employee with fifteen or more years of full-time service shall accrue annual leave at the rate of 13.33 hours per calendar month of service.

- vii. A permanent employee with twenty or more years of full-time service shall accrue annual leave at the rate of 16 hours per calendar month of service.
- e. A part-time permanent employee earns annual leave on a pro-rated basis. For example, an employee with fewer than five years of service who works a half-time schedule earns one-half day of annual leave per month, if he worked four days a week, he would earn four-fifths day per month, etc.
- f. Time spent on leave of absence without pay shall not be counted in determining rates of annual leave accrual.
- g. An employee on leave of absence without pay for five (5) or more work days in any given month shall not accumulate vacation leave benefits during that month.
- h. Effective on the first of January the number of annual leave credits an employee will accrue during the fiscal year (January 1 through December 31) shall be available for the employee's use prior to being earned. If an employee who separates from employment with the Department has used more annual leave credits than the employee will accrue as of their Separation date the Employee shall repay the Department for the excess annual leave taken. Employees who utilize annual leave credits prior to accrual specifically authorize the Department to deduct any re-payment amounts from their final paycheck or paychecks. Nothing herein should be interpreted to limit HED's remedies in the event an employee's final paycheck is insufficient to repay HED in full for leave used prior to accrual.

When an employee's employment anniversary date falls within the upcoming 12 month vacation accrual period which would result in an increase in accrual based upon completed years of service, the employee's vacation accrual will be prorated to reflect such increase. The administration of vacation leave accruals shall be established in the HED Personnel Policy consistent with the language and intent of this section.

- i. Vacation scheduling is the exclusive prerogative of the Department. Leave must be requested in advance by the employee and is subject to approval by the Manager or their delegated representative.
- j. An employee shall not be charged annual leave for absence on a legal holiday.
- k. Annual leave may not be deducted in increments of less than one hour.
- l. Annual leave accrued by an employee separating from the Department shall be paid as lump sum with the final payment for active service, provided adequate notice of separation is received by the Department.

- m. An employee who fails to give two weeks' notice of resignation and this notice is not waived by the appointing authority or their authorized representative, shall forfeit the number of unused annual leave days by which their notice is deficient.
- 3. One hundred percent (100%) of the vacation time earned in any calendar year may be carried over and used in the following calendar year, but not thereafter.

**ARTICLE 14**  
**SICK LEAVE**

1. **PURPOSE:** To establish the Department's policies and practices which provide for a permanent employee to be absent from duty with pay in the event of illness or injury.

2. **POLICY:** It is the policy of the Department to help protect the income of a permanent employee when he cannot work due to illness or injury or for emergency periods when he must be absent from duty due to illness in their immediate family. Sick leave shall be administered in accordance with the following provisions:

- a. Accrual: A permanent employee shall receive sick leave benefits as follows:
  - i. Upon appointment the employee shall be credited with a bank of six sick leave days on which he may draw during the first six months of service.
  - ii. At the end of their seventh calendar month of service and at the end of every calendar month thereafter, the employee shall be credited with an additional day of sick leave for that month.
  - iii. An employee with fewer than five years of service shall accrue sick leave at the rate of one workday per month.
  - iv. An employee with five or more but fewer than ten years of service shall accrue sick leave at the rate of one and one-quarter workdays per month.
  - v. An employee with ten or more years of service shall accrue sick leave at the rate of one and one-half work days per month.
- b. A permanent part-time employee earns sick leave on a prorated basis. For example, a three-year employee who works a half-time schedule earns one half day of sick leave per month; if he works four days a week, he earns four-fifths day per month, etc.
- c. Except as provided in Section 6 of this Article, when an employee separates from the Department the entire amount of unused sick leave shall lapse.
- d. Time spent on leave of absence without pay shall not be counted in determining the rates of sick leave accrual.

- e. An employee on leave of absence without pay for five (5) or more work days in any given month shall not accumulate sick leave benefits during that month.
- f. Sick leave benefits may not be used by an employee prior to being credited to their account.

3. **USE OF SICK LEAVE:**

- a. The use of earned sick leave credits shall be authorized by an appointing authority or their delegated representative for an employee who is absent from work and unable to perform their duties because of illness, injury, or quarantine for contagious disease. The use of such credits shall also be authorized for employee medical and dental appointments which cannot reasonably be made outside the employee's normal working hours. Sick leave credits may also be used if an employee qualifies for leave under either the Vermont Family and Parental Leave Act ("VPFLA") or the federal Family Medical Leave Act ("FMLA")
- b. The use of sick leave credits may be authorized by the Manager or their delegated representative to permit an employee to be absent from duty due to illness in their immediate family and when an employee qualifies for leave under either the VPFLA or the FMLA.
- c. An employee who has an accumulated sick leave balance will be authorized use of accrued, accumulated sick leave although recovery and return to duty is impossible. However, periodically at the request of the Manager or representative, the disability or illness and inability to perform position requirements must be certified to by a licensed physician or other qualified medical professional.
- d. The General Manager, or their delegated representative, may require, when there is sufficient reason, the submission of a certificate from a physician or other health care provider to; (1) justify the approval of sick leave; or (2) furnish evidence of good health and ability to perform work without risk to himself, co-workers or the public as a condition of returning to work. Whenever a doctor's certificate is required, as a condition for approval of sick leave usage, the time period for such requirements shall not normally exceed six months, (unless specifically imposed for a less period of time) and may be extended for up to an additional six month period of time. The Department may require an employee to be examined by a physician designated by the employer, at department expense, for the purpose of determining the employee's fitness for duty.
- e. An employee who misrepresents their claim for sick leave may be subject to disciplinary action up to and including dismissal.
- f. An employee shall not be charged sick leave for absence on a day observed as a legal holiday or an administrative holiday.
- g. Sick leave may not be deducted in increments of less than one-half (1/2) hour.

- h. When a permanent employee is awarded a weekly compensation under the provisions of the Workman's Compensation Act, they may be allowed to use their accrued sick leave, or their accrued annual leave when sick leave credits are exhausted, to make up the difference between such compensation and their regular base weekly wages.

4. **RESPONSIBILITIES:**

The employee shall:

- i. Give the General Manager or designee advance notice of absence due to illness to the extent he is able to do so.
- ii. Notify the General Manager or designee prior to the beginning of the scheduled workday of their inability to work and the nature of their illness, if reasonably possible, or as soon thereafter as reasonably possible given the circumstances.
- iii. Give the General Manager or designee reasonable advance notice of their need or intent to take leave, paid or unpaid, under the provisions of the VPFLA or FMLA.
- iv. Notify the General Manager or designee as soon as reasonably possible when time off from work is necessitated by a family emergency or illness.
- v. Obtain a certificate from a physician or other health care provider if requested by the General Manager or designee.

5. Statutory Leave under Federal Family Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Act (VPFLA)

Employees who meet the eligibility requirements of the Federal Family Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Act (VPFLA) for Medical Leave or Parental leave shall be eligible for up to twelve (12) weeks, unpaid, during any twelve (12) month period. While an employee is on approved statutory leave under the VPFLA or FMLA the employee's benefits shall continue, provided the employee pays their share of any required premiums.

**Medical and Parental Leave**

An employee who meets the eligibility requirements of the FMLA or the VPFLA shall be eligible for up to twelve (12) weeks leave, unpaid, during any twelve (12) month period:

- a. For medical leave in the event the employee, or a member of the employee's immediate family (as defined by the applicable statute, VPFLA or FMLA), experiences a serious medical condition as defined by statute; or
- b. For Parental leave during the Employee's pregnancy, or following the birth of an employee's child, or

- c. For Parental leave following the placement of a child with the Employee for adoption or foster care.

Notice of intent to take leave due to the birth or adoption of a child shall be given to the General Manager or their designee within a reasonable period of time in order to assist the Department in planning for the Employee's absence.

An Employee who is pregnant shall be allowed to continue in her regular employment as long as she is medically able to perform her regular duties, as determined by her physician. At such time as the Employee is certified by her physician as no longer able to continue to perform her regular duties, she shall be eligible for Parental leave and such absence shall be treated like any other disability under the sick leave provisions of this contract.

During the period of Medical or Parental leave an Employee may use up to six (6) weeks of any category of accrued paid leave. If an Employee remains disabled after six weeks the employee may continue to use accrued paid leave to cover the absence. The General Manager or designee reserves the right to require an Employee to provide medical certification of continuing illness or disability.

An employee who is determined to be eligible for coverage under the Vermont Family and Medical Leave Insurance (FMLI) program may use accrued sick or annual leave to make up the difference between the FMLI benefit payment and their regular base wages. An employee who intends to utilize accrued sick or annual leave to supplement payments under the FMLI program shall give timely notice to the General Manager and Business Office Supervisor. An absent employee receiving benefits under the FMLI program is liable for any required or voluntary payroll deductions (e.g., employee share of health/dental premiums, tax deductions for Group term life insurance, AFLAC optional insurance, NRECA contributions and/or payments for 401k loan loans, supplemental life insurance, etc.). Payment for such benefits shall be made by payroll deduction when an employee elects to supplement the weekly FMLI payment by applying accrued sick or vacation leave. An employee who either does not elect or does not have accrued leave with which to supplement their wages will be placed in unpaid leave status while receiving FMLI benefits and shall make timely payment in accordance with the requirements of the HED business office in order to maintain benefits.

Upon termination of leave taken under the VPFLA or FMLA the Employee will be restored to their former position, or to a substantially equivalent position. An Employee on such leave may, at the Employee's own expense, continue to participate in any group insurance program(s) herein provided, so long as payment is made at the Office of the Superintendent prior to the District's or Supervisory Union's premium payment due date and subject to the regulations of the insurance carrier(s).

The Parties agree that it is their intent to summarize herein the benefits provided to eligible employees under the VPFLA and/or FMLA. Nothing herein shall be interpreted to either diminish or enlarge the rights provided to employees by statute.

6. The maximum accumulation of sick leave for any employee shall be eighty (80) work days (640 hours for a full time employee).

7. The Department will reimburse any employee for 50% (maximum 40 workdays) of their accumulated sick leave upon retirement (VMERS), permanent disability or death.

## **ARTICLE 15** **PERSONAL PROPERTY**

A. If an employee is requested by Department management to utilize personal property (e.g., tools, snowmobile, four-wheeler) the Department will be responsible to repair or replace any such property which is stolen or damaged during working hours. Employees who utilize personal property on the job will provide Department management with a list of the items used.

B. The Department agrees to pay the personal insurance deductible amount for eyeglasses and/or hearing aids which are lost or damaged in a job-related occurrence.

## **ARTICLE 16** **UNION DUES AND PAYROLL DEDUCTIONS**

**Section A — Payment:** The Department agrees to deduct bi-weekly from earned wages and remit to the Union the dues and assessments of those employees who are members of the Union in the amount individually authorized and, in a manner, approved by the Department. Authorization cards for dues and assessment deductions will be furnished by Local #300 I.B.E.W.

**Section B — Credit Union:** Payroll deduction for employee Credit Union bi-weekly on weeks Union Dues are not collected.

## **ARTICLE 17** **SUSPENSIONS AND DISCHARGES**

An employee who has attained the status of permanent employee shall not be suspended or discharged except for just cause. Such action when taken by the Department shall be subject to the grievance and disputes procedure set forth in Article 20 of this agreement. The term "just cause" shall include but shall not be limited to the following: intoxication on the job, misconduct, theft, insubordination and inefficiency. An employee may be disciplined, including but not limited to suspension or discharge for off duty conduct which substantially and negatively impacts the employee's ability to perform the duties of the position. In the event an employee is suspended or discharged, and it is later determined that such suspension or discharge was without just cause, the employee shall be reinstated in good standing with restoration of all seniority rights and pay for lost time.

Prior to imposing a suspension or discharge, the Department will provide the employee and the Union with written notice of the reasons for its contemplated disciplinary action and will provide the employee with an opportunity to meet. The purpose of the meeting is to give the employee an opportunity to provide management with facts or arguments as to why disciplinary action should not be implemented. The employee has the right to Union representation at any such meeting. After the meeting, or if no meeting is requested, the Department may implement its final decision. The employee will be provided with written notice of the discipline taken and the reasons therefor.

Upon the written request of the Union made within seven work days from the date upon which an employee has been suspended or discharged, the Department shall grant a grievance hearing to the employee involved, following the timelines and procedures set forth in Article 20, Step 2. The hearing will be conducted by the Board of Commissioners of the Department, and if exonerated, the employee will be reinstated without prejudice. The Board may also impose a lesser penalty if the facts warrant it. If the dispute concerning the disciplinary action is not resolved, and the employee is subject to the 'just cause' provisions of this Agreement, the Union may refer the case directly to arbitration by filing a Demand For Arbitration within the timelines established in Article 20, Step 3.

## **ARTICLE 18** **SUBSTANCE ABUSE**

The Department and the Union recognize substance abuse as an illness and agree that an employee will be given the opportunity to make use of the health insurance benefits to the extent that substance abuse is covered. An employee who fails a drug/alcohol test, or has other issues related to substance abuse will not be suspended or discharged for a first offense provided the employee agrees to participate in and completes an approved program. Employees will be allowed to use accrued sick leave and/or vacation leave while undergoing approved treatment for the illness on a one time basis. An employee who is engaged in an approved treatment plan will be placed in unpaid leave status if the employee has exhausted accrued leave benefits. An employee who has completed an approved treatment plan but who is not able to fulfill the essential duties of the position due to factors such as loss of driving privileges may utilize accrued vacation leave or may be granted an unpaid leave of absence for not more than six (6) months. If the employee cannot fulfill the essential duties of the position within the six (6) month period, the employee may be discharged. Subsequent substance abuse or a subsequent failed drug/alcohol test will result in disciplinary action up to and including discharge. Nothing herein shall be interpreted to prevent the Department from imposing discipline, up to and including dismissal, based on acts or omissions of misconduct committed by an employee which may be related to or the product of substance abuse.

## **ARTICLE 19** **SAFETY**

**Section A:** The safety of the employees is a matter of paramount importance and shall receive first consideration.

The Board of Commissioners of the Hardwick Electric Department has adopted the American Public Power Association (APPA) safety manual as the safety standard for the Department. As such the union agrees that the employees will abide by and comply with the safety rules and regulations as set forth in the APPA Safety manual. The Department and the Union agree that the adopted safety rules and regulations may be modified, if necessary, by joint consent of the Department and Union to better suit local conditions. The Department agrees to provide updated safety manuals to all employees as they become available from the APPA.

Failure to comply with the adopted safety rules and regulations as modified by joint consent will, at the discretion of the Department, result in the following disciplinary action.

- **First Offense** - Letter of Warning
- **Second Offense** - Immediate suspension of the employee for the remainder of the day and the following three days without pay.
- **Third Offense** - Immediate termination of employment with the Hardwick Electric Department.

Any employee who feels they was wrongly accused of a safety violation may resort to the grievance procedure as provided in Article 20.

Nothing herein shall be interpreted to prevent the Department, in its discretion, from repeating any step of the progressive disciplinary procedures related to safety violations rather than progressing to the next step. Nothing herein shall be interpreted to prevent the Department from bypassing any step of the progressive disciplinary procedures related to safety violations provided that the actions of the Department are supported by just cause.

#### **Removal of letters Relative To Safety Violations**

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

**Section B – Lineworker Progression:** All employees newly hired in classifications which perform or assist in the performance of line work (i.e., apprentice, lineworker) are expected to begin training and progress to the rate of 1st class lineworker following the successful completion of their probationary period.

**Section C – Tools and Safety Devices:** The Department shall furnish all tools, climbing gear, safety devices, and other personal equipment including a complete set of foul weather gear necessary to do the work and to maintain the standard of service required by the Department. The employees receiving such tools and personal equipment shall be held responsible for their return in good condition, ordinary wear and tear excepted.

A managed clothing program for the purpose of providing the employees with fire retardant **(FR)** clothing shall be administered by Tyndale Company, Inc. HED management has the authority to change to another managed clothing company at any time. The clothing program will consist of an upfront purchasing allowance to cover the purchase of FR clothing and work boots for each newly hired employee of \$1,850. The Department shall reimburse employees for the cost of work boots (safety toe) purchased from a source other than Tyndale upon presentation of receipts or other required documentation. Work boots must meet the latest ANSI z41 Standards. Newly hired employees shall be awarded their allowance as soon as reasonably possible to purchase the appropriate clothing.

Each year thereafter on January 1 employees shall receive \$1,300 annual allowance for FR clothing and work boots. The Department shall reimburse employees for the cost of work boots (safety toe) purchased from a source other than Tyndale upon presentation of receipts or other required documentation. Work boots must meet the latest ANSI z41 Standards. In addition to the annual clothing allowance, the Department will provide a set of Carhartt brand, or equal, two-piece fire-retardant winter clothing. Remaining balances may be carried forward to the following calendar year, however, the maximum amount in any one year will be no more than one and one-half times (1.5x) the annual amount.

Employees have the responsibility to wear serviceable FR clothing that maintains flame-resistant characteristics and are not excessively worn out. Repairs are to be made by Tyndale to maintain FR quality.

The administration of the program and employee responsibilities are described in a document by Tyndale titled "Service Specification for (AAMS) Automated Allowance Management System of Flame-Resistant Clothing."

Employees who voluntarily leave the Department for reasons other than retirement will be entitled to a prorated share of the clothing and work boot allocation in the year which they leave. The proration will be calculated using the number of months worked during the year.

**Section D: Inclement Weather Clause:** Except in emergency the Department will not require employees to do construction or maintenance work in exposed locations out-of-doors during heavy or continuous storms or excessively hot or cold weather, unless such work is necessary to protect life, property or continuity of essential service. Excessively hot or cold weather is defined as when the ambient temperature is zero degrees Fahrenheit or below or

when the wind chill factor is zero degrees Fahrenheit or below, or when the ambient temperature is ninety degrees Fahrenheit or above. In maintaining continuity of employment, the Department reserves the right to determine the type and location of all duties to be performed by outside hourly employees during inclement weather. Such duties will include inside work as is available and which the employee is capable of performing or, when practicable, the time may be devoted to safety, first aid, or other instruction.

**Section E:** The Department will continue to make reasonable regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union shall meet from time to time at the request of either party to discuss such regulations. The

Department reserves the right to establish and enforce new, updated, or improved safety regulation promulgated by any or all regulatory agencies at any time. The Union retains the right to request a conference with the Department to discuss the appropriateness of any new, updated, or improved safety regulations adopted by the Department. The Union agrees that its members employed by the Department shall comply with the regulations made by the Department and the Union also agrees that its members will use the protective devices, wearing apparel and other equipment to be provided in accordance with the safety rules of the department for the protection of employees from injury.

**Section F:** An employee shall provide notice to the General Manager upon discovering or learning about any unsafe condition or practice in the workplace.

**Section G:** Outside contractors will adhere to all Department safety practices.

**Section H:** The Department will provide Department approved safety glasses for each employee required to use them in the following manner:

- a. Employees requiring prescription lens: 1 pair of prescription lens safety glasses.
- b. Employees not requiring prescription lens: 1 pair of clear lens and 1 pair of shaded lens safety glasses.

## **ARTICLE 20** **ADJUSTMENTS OF GRIEVANCES**

A grievance is defined as a dispute concerning conditions of employment arising during term of this Agreement.

Any grievance arising during the term of this agreement shall be settled in the following manner, except that only those grievances which allege that there has been a violation of the terms of this Agreement, or a written Department Policy may proceed to Step 3, binding arbitration.

**Step 1:** The Steward will meet with the General Manager within five (5) work days of the act or occurrence which gave rise to the grievance, or within five (5) days of the date the affected employee(s) was or should have been aware of the act or occurrence at issue, whichever is later. The Shop Steward will identify the issues, the provisions of the contract alleged to have been violated, and the remedy requested. The Shop Steward and the General Manager will attempt to resolve the grievance between them. In the event the grievance cannot be resolved the General Manager will provide the Shop Steward with a written explanation of the basis for denying the grievance. Nothing herein shall be interpreted to prevent the Steward from including the Grievant in any meeting held under this Article.

**Step 2:** If the grievance is not resolved between the Shop Steward and the General Manager the Grievance will be reduced to writing and submitted to the Commissioners of the Department within seven (7) workdays following issuance of the General Manager's decision at Step 1. The Grievance will state the issues, the provisions of the

contract or Policy alleged to have been violated, and the remedy requested. The General Manager will arrange a mutually agreeable date when the grievance can be heard by the Commissioners. The Union and the General Manager will be provided with the opportunity to present their respective positions, evidence and arguments to the Commissioners. Within ten (10) days following the close of the grievance hearing the Commissioner will issue its written decision on the grievance. The decision of the Commissioners shall be final except in those cases which are eligible to proceed to arbitration.

**Step 3:** If a grievance alleging a violation of this Agreement or a violation of a written Department policy remains unresolved following issuance of the decision of the Commissioners the Union may move the grievance to final and binding arbitration by filing a Demand For Arbitration with the American Arbitration Association (“AAA”) or the Federal Mediation & Conciliation Service (“FMCS”) within ten (10) days following receipt of the decision of the Board of Commissioners. The Demand for Arbitration shall state the subject matter of the grievance, the articles and sections of the agreement claimed to have been violated, and the remedy requested. An arbitrator shall be selected by the Parties in accordance with the established procedures of the AAA or FMCS, as applicable.

If a grievance decision is not rendered by the General Manager or the Board within the timeframes stated herein the Union may advance the grievance to the next level. If the Union does not file or advance a grievance within the timeframes stated herein for each level the grievance shall be null and void. The timeframes in this grievance procedure may be extended or suspended by written agreement of the Union and the Department.

The arbitrator shall give prompt hearing to the parties after reasonable opportunity to prepare the evidence, including any pertinent technical and engineering investigation. Unless otherwise agreed, decisions of the arbitrator shall be rendered within thirty (30) days after the parties have been fully heard. Decisions shall be in writing and delivered to each of the parties.

The arbitrator shall decide the grievance in accordance with the provisions of the Agreement or written Department Policy and shall have no authority to add to or ignore the provisions of the Agreement or written Department Policy. The arbitrator shall have the authority to interpret and apply ambiguous contract language, and to provide the Grievant with a remedy that is consistent with the terms of the Agreement.

Nothing herein shall prevent the Union and the Company from settling any grievance in respect to which arbitration has been claimed at any time up to final decision by the arbitrator, and in such event, prompt notice of such settlement shall be given in writing to the arbitrator.

Both parties shall bear and pay equally the arbitrator's fees and expenses in the general costs of arbitration. The Parties shall bear their own costs of representation. If a transcript of the hearing is desired the Party requesting it shall bear the costs pertaining thereto.

The General Manager, and the Business Manager of said Local Union shall meet from time to time at the request of either party for the purpose of discussing any matter coming within the scope of this agreement.

## **ACKNOWLEDGEMENT OF ARBITRATION**

*The parties acknowledge this Agreement contains an agreement to arbitrate. Upon execution of the 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 21** **MANAGEMENT RIGHTS**

**Section A:** The Union agrees for itself and its members not to hinder or interfere with the management of the Department in the exercise of its lawful management rights, including but not limited to the assignment of work, the direction of working forces, the right to hire, suspend or discharge for proper cause, to transfer employees to work for which they are better suited, to lay off or furlough employees because of lack of work or for other good and sufficient cause; but in the exercises of these responsibilities of management, the Department agrees it will not discriminate against any member of the Union.

**Section B:** The Department reserves all the rights, powers, and authority customarily exercised by Management except as otherwise specifically designated or modified by express provisions of this agreement.

## **ARTICLE 22** **WORK STOPPAGE**

During the term of this agreement or any extension thereof, there shall be no cessation, retarding or stopping of work by the Union, or lock-out by the Department because of any dispute which may result from the interpretation of this agreement or from any other cause whatsoever. Grievances shall be settled or adjudicated in the manner provided for in Article 20 of this agreement, as appropriate.

## **ARTICLE 23** **REDUCTION IN FORCE**

**Section A — Premeditated:** In the event the Department decides to implement a reduction in the working force, the Department agrees to give the employee affected by the reduction a signed memorandum two (2) weeks prior to such reduction.

### **Section B — Temporary Lay-offs:**

1. The Department agrees, when time permits, to give each employee affected by the temporary lay-offs a signed memorandum two (2) weeks prior to such temporary lay-off.

2. The Union agrees that a memorandum is not required when lay-off is caused by an emergency beyond the control of the Department.

3. In the event of a lay-off for lack of work, an employee may bump a junior employee if the senior employee is capable of performing that job as determined by the Manager of the Electric Department.

### **Section C – Recall**

Employees who have been laid off or reduced in hours as a result of a reduction in force shall have recall rights for a period of one (1) year to vacancies within the bargaining unit which the Department intends to fill, provided the employee is available and qualified to perform the work. Employees will be recalled in order of seniority. An employee who is re-employed during the recall period will not suffer any loss of seniority previously accrued, and any sick leave previously accumulated will be restored. A qualified employee with recall rights will be given preference over an applicant not currently in the employ of the Department. If a laid off employee is not rehired within one (1) year, he loses all seniority and takes the status of a new employee if later rehired. The Union recognizes that the Department may deem it necessary to make an appropriate exception in the application of the foregoing seniority provisions in order to insure efficient operation of the Department's business.

## **ARTICLE 24** **GENERAL**

### **Section A - Job Placement:**

1. Selection by the Department of regular employees for promotion within the bargaining unit, or for demotion or furloughing because of reduction in forces within the bargaining unit, shall be based upon the following factors:

- Length of continuous service
- Training
- Ability
- Efficiency
- Physical Fitness

2. Whenever applicants for promotions otherwise equally qualify in accordance with the above criteria, length of continuous service shall govern.

### **Section B — Filling Vacancies:**

1. When a vacancy or the creation of a new bargaining unit position necessitates promotion of an employee, or hiring of a new employee, the Department shall post notice at location accessible to the employees, such notice to remain posted for one week, within which times employees may apply in writing to the General Manager or official of the Department designated in the notice. The notices shall set forth the classification of the position to be filled, an outline of the duties, the hours

and days of work, the ultimate wage rate, the date of which the notice is posted and the last day for filing applications. Applicants who have special qualifications shall describe such qualifications briefly in their applications. The Department shall not be required to consider employees who fail to apply as described in this paragraph. On or before the date of posting the Department shall mail a copy of the notice to the Business Manager of the Local Union representing the employees in the Department in which the vacancy occurs or the position is created. The name of the applicant accepted for the position shall be appended to the notices and thereafter the notices shall be posted for one week.

Bid time for any job posted may be extended to cover employees on vacation if mutually agreed to by the Business Manager of the Union and the Department.

2. If a job is anticipated to be vacant for thirty (30) days or more, the Department will post the job for temporary assignment until the regular employee returns to the position posted. At the end of the temporary assignment, the employee will be reassigned to their previous classification.

**Section C — Jury Duty Pay:** The Department agrees to pay an employee required to serve on jury duty during their regularly scheduled working hours the difference between the pay he receives from the Court and their basic rate for all such work missed.

**Section D - Union Business:** Employees who are required by the Department to attend a meeting during the employee's work hours with the Commissioners, General Manager or any other Agent of the Department to discuss Union business shall not lose pay as a result of such attendance. (not to exceed 8 hours per day).

**Section E — Contractors:**

1. The Department has the right to contract out work. However, no work will be contracted out where an employee who normally performs the work is laid off.

2. If the Department contracts out work of the type regularly and customarily performed by employees covered hereby, it shall so notify the Union in sufficient time for the Union to notify qualified contractors in agreement with Unions affiliated with the American Federation of Labor of the opportunity to bid. If properly and timely submitted, the Department will consider such bids. Nothing herein shall require the Department to violate any regulations, ordinances or statutes of any kind whatsoever.

**Section F — Lunch Breaks:** Whenever employees are assigned to work at job sites away from the Department's warehouse facilities they will carry their lunch to the job site. Coffee, snacks and lunches will be consumed at the job site during allocated times for these activities. Travel to and from the job site is to be kept to a minimum.

**ARTICLE 25**  
**TERM OF AGREEMENT**

**Section A:** This Agreement, signed by the Department and the Union, takes effect as of June 1, 2025 and continues in effect through May 31, 2027, and from year to year thereafter, unless either party shall submit to the other in writing, at least sixty days prior to the expiration of this agreement, notice of its desire to terminate or to effect changes in the agreement, whereupon each party shall select representatives to meet and to either agree on the changes or to formulate a new agreement. All matters not agreed to by the parties shall be submitted to arbitration as according to Article 20 of this Agreement.

**Section B:** This agreement shall be binding upon the successors of the Town of Hardwick Electric Department, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the sale, conveyance, transfer, assignment, consolidation or merger of the Town of Hardwick Electric Department 's operation covered by this Agreement.

**Section C:** The Department agrees to notify the Union of any proposed sale, conveyance, transfer, assignment, consolidation or merger of which the Department has knowledge, and to provide and continue to provide such non-confidential information about the sale, conveyance, assignment, transfer, consolidation or merger as may be provided to the Department.

**ARTICLE 26**  
**SUCCESSOR CLAUSE**

In the event that the Town of Hardwick (“Town”) receives a qualifying offer for sale, merger or acquisition, and a majority of the Town Select Board determines that such offer is in the best interest of the Town, the Town shall notify the prospective buyer of the following terms and conditions:

That all current bargaining unit employees of the Department are offered continued employment for at least (3) years after the transfer of the department assets, upon terms and conditions, at least equal to those enjoyed by the Department's bargaining unit employees at the time the qualifying offer was submitted to the Town. The terms to be considered shall include wages and hours of work, salaries, severance benefits, insurance and pension benefits, fringe benefits, rank and job title, union membership, place of employment and residence.

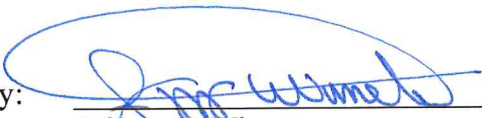
IN WITNESS WHEREOF, on this 6 day of August, 2025 the parties have executed this agreement for the period of June 1, 2025, to May 31, 2027.

TOWN OF HARDWICK  
ELECTRIC DEPARTMENT

By:   
Chair, Board of Commissioners

By:   
General Manager

Employees of the Town of Hardwick Electric Department and members of Local #300 of the International Brotherhood of Electrical Workers.

By:   
Jeffrey C. Wimette  
Business Manager/Financial Secretary