



AGREEMENT

BETWEEN

TOWN OF STOWE ELECTRIC DEPARTMENT

AND

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

April 1, 2024 - March 31, 2027



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AGREEMENT

Agreement between the Town of Stowe Electric Department, State of Vermont (“SED”), and Local 300 of the International Brotherhood of Electrical Workers (“the Union”). This Agreement shall be binding upon the parties and their successors and assigns.

Whereas the Union represents a majority of the Operations and Office Personnel, and other classifications as may be established by SED and has been designated by said majority, and recognized by the State Labor Relations Board to be the exclusive representative of the Bargaining Unit Employees for collective bargaining, and

Whereas SED is in the business of supplying electrical power to the residents of the Town of Stowe. Both SED and the Union want to promote harmony and efficiency among the working forces so that the Employees of SED may obtain mutual economic advantages consistent with SED and Employees, and

Whereas strikes and walkouts are detrimental to the interests of SED. The parties hereto agree that all will benefit by continuous peace and adjustment of differences through the collective bargaining process,

Now therefore, there shall be no strikes or stoppages of work by the Union and no lockouts by SED and further in consideration of mutual promises and Agreement herein contained, the parties thereto agree as follows:

1. Recognition of Union

SED recognizes the Union to be the exclusive representative for all Bargaining Unit Employees of SED for collective bargaining with respect to wages, rates of pay, hours of work, and other conditions of employment.

2. Union Dues-Withholding

SED agrees to deduct from the earned wages of the Employees 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 and on a form approved by SED. The Union will furnish payroll deduction authorization cards. SED shall deduct the Union's dues bi-weekly.

3. Management Rights

(A) The Union agrees, for itself and its members, not to hinder or interfere with the management of SED, including assignment of work, the direction of working forces, the right to hire, suspend or discharge for just cause, to transfer Employees to work for which they are better suited, to furlough Employees because of the lack of work or for other good and sufficient cause; but, in exercise of these responsibilities in management, SED agrees it will not discriminate against any member of the Union based on union membership.

- (B) SED reserves all the rights, powers, and authority customarily exercised by management as otherwise specifically designated or modified by express provisions of this Agreement.
- (C) Supervisors who are not covered by this Agreement will do only such work as is necessary to instruct others. They shall not, except in emergencies, perform work that Employees subject to this Agreement are normally required to perform.

4. No Strikes and No Lockouts

- (A) During the life of this Agreement, the Union agrees that it will not authorize or approve any strike, stoppage, slowdown of work, and SED agrees that it will not engage in any lockout. During such period, the Union agrees that it will not engage in or induce others to engage in any strike, stoppage, or slowdown of work. The Union further agrees that it will use every reasonable means that are within its power to induce Employees engaged in any strike, stoppage, or slowdown of work that violates this Agreement to cease the same and to promptly resume their work. The Union will post a notice for all Employees within the bargaining unit, within twenty-four hours after receiving written notification from SED of such violation. The notice will state the Union did not authorize or approve the action of the Employees and direct the Employees to cease any further violation of this Agreement and promptly to resume their work. Except as provided herein, there shall be no responsibility of the Union, its officers, representatives, or affiliates for any strikes or other interruption of work.
- (B) The Union agrees that should there be any strike, stoppage, or slowdown of work that violates this Agreement, SED has the right to take disciplinary action, up to and including discharge, against Employees who engage therein.
- (C) Any Employee who continues to engage in any work stoppage action upon the passage of forty-eight (48) hours after notice by SED shall be subject to immediate discharge.

5. Residences

Employees required to be on-call shall live no further than a forty-five (45) minute drive from SED. The driving distance and time will be determined by Rand McNally online.

6. Classification of Employees

As defined by the active job descriptions.

- (A) Employee or Personnel: This term shall include all Bargaining Unit employees.

Operations Personnel: This term shall include all Employees except Office Personnel.

Line Maintainer: Foreperson, 1st Class ,2nd Class, 3rd Class and Apprentice Line Maintainers.

Tree Crew: Foreperson, Journeyperson and Laborer.

Office Personnel: This term shall include all Bargaining Unit employees working at the office, including but not limited to the Administrative Assistant, Billing Clerk, Customer Service Rep, Utility Inventory and Operations Technician.

- (B) Light duty assignment shall mean a job classification that requires less physical exertion than the employee's regular job due to physical impairment or medical condition as certified by a qualified physician.
- (C) Regular full-time employee shall mean an employee who has completed their probationary period and is scheduled to work a minimum of forty (40) hours per week, fifty-two (52) weeks per year.

Regular part-time employee shall mean an employee who has completed their probationary period and is scheduled to work at least one thousand five hundred sixty hours (1,560) per calendar year, but less than forty (40) hours per week for fifty-two (52) weeks per calendar year.

Temporary employee shall mean an employee who is not a regular full-time or part-time employee and is hired for a limited period of time for a specific reason. A temporary employee may be hired to complete a project, fill in during the absence of a regular full or part-time employee, or hired as a direct result of grant funding. A temporary employee is an at-will employee who may be terminated at any time with or without cause. As at-will employees, their employment is not governed by the CBA. A Temporary employee can work a maximum of 1,040 hours.

In the event a regular part-time employee becomes a regular full-time employee, they shall be immediately eligible for all benefits afforded to a regular full-time employee based on creditable hours of service. They may also be exempt from serving an initial probation period upon approval of the General Manager.

In the event a regular full-time employee returns to work from Family Medical Leave, Short-term Disability or a disciplinary action and requests to return to less than a 40-hour full-time capacity that will last for more than a two-week period, that employee will have their benefits pro-rated to that of a regular part-time employee until such time that they return to regular full-time status.

The General Manager or their designee may conduct background checks in accordance with the law. At the time a conditional offer of employment is extended, SED reserves the right to require any prospective employee to undergo a physical capacity screening (medical examination) and drug test at SED's expense prior to being hired, to determine if the candidate meets the minimum eligibility requirements for the position. A doctor's note certifying good health may be

accepted in lieu of a medical exam if less than one year old.

Prior to assuming a position as an employee, each person must report to their supervisor for the purpose of completing applicable forms and paperwork as may be required for the processing of paychecks and benefits, otherwise, no paycheck shall be issued, and benefit eligibility may be delayed.

- (D) Newly hired Employees shall serve a probationary period of one hundred and eighty (180) days. The probationary period may be extended with the written approval of the General Manager and notification of the Union Business Manager. The total probationary period shall not exceed twelve (12) months. The rate of pay during the probationary period shall not be less than ninety (90) percent of the regular starting pay of the position hired for. At the end of the probationary period the Employee shall receive the wage established for that position. SED reserves the right to dismiss such Employees during the probationary period with one week's notice. Probationary Employees shall not be entitled to the rights granted under Article 8-Job Changes and Seniority, 9-Filling vacancies, 10-Reduction in Work Force, 34-Suspensions and Discharge, 35-Grievances and Arbitration Procedure. All benefits are retroactive upon completion of the probationary period for an Employee who is made a Regular Full-time or Regular Part-time Employee.
- (E) SED reserves the right to periodically review and modify job descriptions to ensure minimum job qualifications are accurately described so that essential functions are clearly defined. (For example, Employees who perform on-site inspections must meet certain mobility requirements.)

7. Working Hours

- (A) The normal workday for Operations Personnel and the Utility Inventory and Operations Technician shall consist of an eight (8) hour day, between the hours of 7:00 a.m. to 3:00 p.m. with the normal work week consisting of forty (40) hours. A paid lunch break of twenty (20) minutes shall be allocated during the hours of 11:30 a.m. and 12:30 p.m. Crews working outside shall carry their lunches to the job site.
- (B) SED office hours are from 8:00 a.m. until 4:00 p.m. Monday through Friday. The normal workday for Office Personnel will be eight hours between 8:00 a.m. and 4:30 p.m. Monday through Friday with a Thirty (30) minute unpaid lunch. While SED encourages employees to take the Thirty (30) minute unpaid lunch, those wishing to work through lunch may leave at 4:00 p.m.
- (C) All Employees shall have Saturday and Sunday off during each normal week.
- (D) The pay period for all Personnel will be from Sunday 12:01 a.m. to Saturday 12:00 midnight. Time will be documented in increments of Fifteen (15) minutes.
- (E) Hours worked with approval of SED in lieu of normal workday hours at the request of or to suit the convenience of the Employee shall not constitute a change of schedule.

8. Job Changes and Seniority

- (A) Selection of Employees for vacancies, promotions, demotions, or layoffs, shall be based on the following factors:
- a. Length of continuous service
 - b. Training
 - c. Ability
 - d. Efficiency
 - e. Physical fitness for the job

When all other factors are relatively equal, length of continuous service within the bargaining unit shall govern.

- (B) Whenever all other factors are equal, the Employee with the most seniority shall be recalled first, and the Employee with least seniority shall be laid off first.
- (C) Seniority shall begin the first day of the current period of employment and is based upon the length of uninterrupted service.
- (D) Layoffs of less than six months or authorized leaves of absence (including sick or military leave) shall not be considered as interrupting continuity of service. An Employee laid off and not re-hired within one year loses all seniority and takes the status of a new Employee. Continuity of service or new status of an employee laid off and not re-hired between 6 and 12 months will be at the discretion of management.
- (E) A laid off Employee who has previously worked for SED for at least Five (5) years, has preference to any potential new Employee on job openings. The Union Steward will notify previously laid off Employees when a position is available.

9. Filling Vacancies

When a vacancy of a Union Position or the creation of a new Union position requires the promotion of an Employee, or hiring of a new Employee, SED shall post a notice at locations accessible to the Employees. Such notice shall remain posted for Fourteen (14) calendar days within which time Employees may apply for said job, to the General Manager. The notice shall set forth the classification of the position to be filled, an outline of duties, the hours and days of work, the highest possible wage rate, the posting date of notice and the last day for filing applications. Applicants who have special qualifications shall describe such qualifications briefly in their application. SED shall not be required to consider Employees who fail to apply as described. On or before the date of posting, SED shall mail a copy of the notice to the Union Business Manager.

10. Reduction in Work Force

- (A) In the event SED plans a reduction in the work force, including termination or a reduction in hours from Full-time to Part-time employment, SED agrees to give

each Employee affected by reduction a signed memorandum two weeks before the reduction in accordance with Article (9).

- (B) For temporary layoffs, SED agrees, when time permits, to give each Employee affected a signed memorandum two (2) weeks before the temporary layoff.
- (C) The Union agrees that layoffs caused by an emergency beyond the control of SED do not require a memorandum.
- (D) No Employee shall be laid off for lack of work while SED is contracting with outside contractors for work that the Employee can do.

11. Retirement

- (A) The retirement date of Employees covered by this Agreement shall be the Employee's Sixty-Fifth (65th) birthday. The minimum age for retirement under SED's 401a and 457b plans is Sixty-Five (65).
- (B) Upon the retirement of any Employee with 20 years or more of service to SED, SED shall make available its health insurance program to the Employee, the Employee's spouse, and any minor dependents at the expense of the subscriber, for as long as the Employee or the Employee's spouse shall live. Any Employee that retires with less than 20 years of service shall be eligible to participate in SED's medical insurance program in accordance with the applicable provisions of COBRA. SED's Accounting must receive payment of premiums by the Fifteenth (15th) of the month prior to the month of coverage.
- (C) Upon retirement, 100% of all accumulated PTO, up to the maximum of Six Hundred and Eighty (680) hours will be paid to the Employee on the date of retirement at the Employee's current rate of compensation.
- (D) All regular Full-time and Regular Part-time employees who qualify shall be eligible to participate in SED's Retirement Plan after Twelve (12) months of employment starting with the initial date of hire, provided the Employee has completed One Thousand (1,000) hours of service during the 12-month period. If an Employee does not complete 1,000 hours of service during their initial 12-month employment period they will be eligible to participate on the first day of the calendar year following a calendar year during which the employee completes 1,000 hours of service.
- (E) Administrative expenses for the plan shall be paid using plan funds to be deducted from the plan value prior to employee allocation. All Eligible employees are entitled to participate in the 401a retirement plan. SED shall contribute Ten and Six/Tenth Percent (10.6%) of gross wages earned on a bi-weekly basis into the Employee's retirement account.
- (F) In addition to the SED Retirement Plan set forth herein, SED shall also make payroll deductions for any employee that voluntarily contributes to a Section 457

Deferred Compensation Plan in accordance with IRS regulations. SED shall provide for bi-weekly payroll deductions and pay employee authorized contributions on a bi-weekly basis (at no charge to the employee) to an IRS recognized Section 457 plan or as selected by SED. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law.

12. Inclement Weather

As a result of inclement weather increasing the risk of injury for those positions that involve working on or near energized electric lines, this policy directly applies to Operations personnel. Such policy will include the work not only on energized overhead lines but also underground, substations, and CT and/or PT metering work. Outdoor work, that does not involve the previously mentioned guidelines, will be conducted during light to moderate weather conditions.

In the implementation of the Inclement Weather Policy, the parties agree that fog, mist, and light precipitation are not considered to be rainy or stormy weather. It is not SED's intent to compromise its rigorous safety standards, nor is it the intent of SED to require the Employees to work for prolonged periods in light precipitation where the health of the Employee is jeopardized.

- (A) When the outside temperature is at or below 0 degrees Fahrenheit (to include windchill factor) or at or above 90 degrees Fahrenheit (to include heat index), and if the weather conditions are rain, snow, sleet, or freezing rain that is enough to create a hazard to the workers, equipment, or the public, the Employees holding the above positions will not be assigned outdoor work involving energized electric lines. The temperature will be determined by The National Weather Service website using the Town of Stowe zip code 05672 and the closest weather station. The Director of Operations and the General Manager will be consulted when Operations staff seek to implement this policy.
- (B) In the event of an emergency as judged by SED, this policy will be suspended. In addition, when the Town of Stowe hosts an event which requires electrical work, this policy will be suspended on an as needed basis as determined by SED to ensure work necessary for the event is performed.
- (C) When weather conditions do not permit electrical work, Employees will be instructed to do other work inside or outside taking into consideration weather extremes.
- (D) For other classifications affected by exposure to the elements, supervisors will attempt wherever possible to rearrange work schedules or assignments to avoid unreasonable exposure to extremes of weather.

13. Temporary Assignments

A temporary assignment shall mean a job classification that differs from the employee's regular position. A temporary assignment shall be classified as such when its duration is more than forty (40) hours and less than one thousand forty (1,040) work hours. Holiday, Paid Time Off, OT and any other unpaid time off will not be included in determining the

minimum and maximum number of hours. The temporary assignment may be extended beyond one thousand forty (1,040) hours upon the agreement of SED and the employee. The General Manager may reassign an employee back to their regular position at any time.

- (A) Any temporary assignment expected to last less than eight (8) hours will only be assigned at the discretion of the Director of Operations or the General Manager.
- (B) An Employee assigned to a job classification with a higher rate of pay for forty (40) hours or less and who is scheduled on-call for that period, will be paid at their regular rate of pay for the eight (8) on-call hours and for any call outs during that period.
- (C) When Management assigns an employee to a temporary job classification with a higher rate of pay, the employee will be paid at the higher base rate of pay for the actual time worked in the higher job classification.

14. On-Call Assignment

SED shall establish and post a schedule that provides for on-call duty periods of Seven (7) days, to include holidays, for all qualified Line Maintainers. The Seven (7) day period begins 7:00 a.m. on Friday and ends 6:59 a.m. on the following Friday. The availability for on-call duty is considered a condition and term of employment for all qualified Line Maintainers.

SED shall require as a condition of employment, all qualified Line Maintainers scheduled for on-call periods to be immediately reachable and immediately available for duty upon request by SED management.

All other Operations personnel assigned to SED should feel obligated to help during emergency situations that occur outside of the normal workday. An availability sheet will be posted monthly at the garage to give notification of the non-availability of an employee to the on-call Line Maintainers and the Director of Operations to ensure proper coverage of the system and reliability to the customer. If an Employee has a last-minute situation arise, that Employee will contact the on-call person or the Line Foreman. If an Employee consistently makes themselves unavailable, it is within Management rights to take appropriate steps to rectify the situation. Employees are expected to be able to be contacted by telephone, cell phone, or pager. Upon notification, Employees will immediately contact the on-call Line Maintainers or the Director of Operations to advise their arrival time. Arrival time should be no more than forty-five (45) minutes from notification.

- (A) Line Personnel assigned by SED to "on-call" duty will be paid an additional One (1) hour of regular pay per day if assigned to such duty Monday through Friday. If assigned to such duty Saturday and Sunday, the "on-call" employee will be paid an additional One and a half (1.5) hours of regular pay per day. Such pay shall be in addition to their regular or overtime rate for work performed. In no event is the "on-call" worker to receive less than three (3) hours pay for each call.
- (B) Call Out time will start when an on-call employee responds to an answering service

call. Otherwise, the call-out time will start when an employee punches in at the garage or office and will end when an employee punches out at the garage or office. The manner in which the Line Maintainer responds shall be the decision of the Line Maintainer.

- (C) All Operations Personnel required to respond to an emergency "call out" shall receive a minimum pay of three (3) hours for the "call out" except when called out after 6:30 a.m. during regular workdays which the employee will be paid thirty (30) minutes at the overtime rate. Office personnel shall be paid a minimum of Three (3) hours after having arrived at the Office if called in to answer phone calls relating to an emergency outage except when called out after 7:30 a.m. during regular workdays which the employee will be paid thirty (30) minutes at the overtime rate.
- (D) The assigned on-call employee will use reasonable judgement when calling out a second employee.
- (E) Operations and Office Personnel who are called after regular working hours regarding issues that can be resolved remotely, either by way of a phone call or by computer work, will receive a minimum of thirty minutes (30) pay, at the applicable overtime rate. Should it take longer than thirty minutes to resolve the call, the employee will be paid for the actual time worked.
- (F) On-call Employees, whenever possible, are responsible for snow plowing the SED properties. If an on-call employee comes in during the regular work week (Monday-Friday), prior to the 7:00 a.m. start time for the purpose of plowing the office and garage parking lots, the employee will receive the applicable overtime rate. If the employee comes in on the weekend or overnight (if the storm necessitates), then the employee will be paid the 3-hour minimum call-out hours as specified in (B) in this article. Meal allowances will only apply when the time to plow exceeds four (4) consecutive hours. The regular rate will resume once the normal workday begins at 7:00 a.m. Monday – Friday.

All Operations Personnel that are required to be on-call on an observed holiday shall receive an additional eight (8) hours of PTO to be taken within 6 months after said holiday except on ½ days that will be an additional four (4) hours of PTO. Observed Holidays will be in accordance with Article 36 – Holiday Benefits.

15. Safety for Employees

- (A) SED may make reasonable regulations for the safety and health of its Employees during their hours of employment. Representatives of SED and the Union shall meet from time to time at the request of either party to discuss such regulations. SED shall send a copy of any new regulations to the Business Manager of the Union within seven days of its adoption. Except in an emergency, SED will suspend enforcement of the new regulations pending a conference with representatives of the Union to discuss the reasonableness of the new regulation(s). The Union Business Manager, if a meeting is necessary, must request the meeting in writing

within seven days of receipt of the pending new regulation(s). The Union agrees that its members will comply with the regulations made by SED and the Union also agrees that its members shall use the protective devices, wearing apparel, and other equipment as provided per the present practices of SED for protection of Employees from injury. Outside contractors shall follow all such regulations. The Employee will furnish prescription safety glasses to be worn on the job. SED agrees to pay for the repair or replacement of such glasses damaged by accident up to a cost of \$250, while the wearer is on the job. Safety equipment, furnished by SED, will be worn, or used on the job when required.

- (B) The Director of Operations and/or the Line Foreman shall assign work to be performed on energized lines to qualified Employees. If a qualified Employee encounters a job which, because of the circumstances surrounding the job, cannot, in the qualified Employee's judgment be safely performed as instructed, they shall immediately review the situation with their supervisor. Should this review process not be practical, the qualified Employee in charge of the job shall take the appropriate measures to perform the energized work in a safe and efficient manner.

In the event the qualified Employee in charge of said job, in their opinion, believes the work on energized lines can only be completed if the lines are de-energized, permission from the Line Foreman to de-energize said lines shall be required.

- (C) It shall be the responsibility of SED to ensure that all Employees receive appropriate technical and safety training for working on energized lines of various voltages. It shall be the responsibility of SED to provide all tools and equipment necessary for the safe performance of work on energized lines. Rubber gloving will mean the actual gloved hand to energized conductor contact. Only Line Maintainers who have been instructed and trained in rubber gloving shall do rubber glove work on energized circuits while working aloft from a bucket or an approved platform. See OSHA 1910. 269 (Two-Person Rule) for requirements. Gloving at 600 volts and below can be done by either 1st or 2nd Class Line Maintainer to include Utility Worker. If a 2nd class Line Maintainer is within 300 hours of their 1,500-hour requirement for Hot Line Work, a 2nd class Line Maintainer can rubber glove 7,200-volt lines in the presence of a 1st class Line Maintainer. Energizing / de-energizing underground equipment, i.e., elbows, NX fuses, cutouts, with insulated switch sticks and gloves, is not considered gloving, and can be done by any of the company's qualified Line Employees with a 2nd qualified Line Employee present.
- (D) SED and the Union will jointly develop and coordinate an ongoing safety program and apprenticeship training. All Employees will be trained and kept up to date on the latest procedures of CPR and First Aid. Line Maintainers will be required to train for pole top and bucket rescue. Tree Trimmers will be required to train for tree top rescue and bucket rescue.

16. Clothing and Boot Allowances

SED will maintain a managed Fire Retardant ("FR") clothing program for the Line Maintainers and Utility Inventory and Operations Technician. The managed program will

allow each Line Maintainer an amount of \$26.00 per week for rental of the employee's choice from the available catalogue of FR clothing through the program. The Utility Inventory and Operations Technician will be allowed \$12.00 per week. Employees' weekly clothing allowance will increase proportionately to any increase in pricing by Cintas. Management will update employees of the new increased allowance as soon as practicable. The uniforms will be rotated out and laundered by the rental company. Employees are responsible for keeping track of their clothing through Cintas. At the end of employment any clothing shortages will be deducted from the employee's final paycheck.

In addition to the managed rental program for the Line Maintainers, SED will supply all the Operations personnel and Utility and Inventory Technicians with the following annual allowances. All allowances will be based on a calendar year with no carry-over for unspent funds. The allowance program will allow each new employee a start-up clothing allowance that will be pro-rated based on the employee's start date. The allowance is for the purchase of protective clothing that meets all required safety standards to perform the duties of the respective positions in a safe and practical manner. Line Maintainers must utilize the allowance for FR rated clothing. The Director of Operations must be consulted prior to purchase to determine if the requested clothing is in safety compliance with the duties of the employee's position.

Classification	Initial	Annual thereafter
Line Maintainers (Winter)	\$600	\$300
Tree Crew (Winter)	\$400	\$300
Utility Inv & Op Tech (Winter)	\$250	\$200
Tree Crew Clothing	\$750	\$750
Boot Allowances Tree & Line		\$300
Boot Allowance Utility Inv		\$250

The Winter clothing allowances will be available for use during the period from October to March of each contract year (i.e., must be spend during the winter months). Amounts not used by March 31st will not be carried over. Winter allowances are to be used for winter jackets, sweatshirts, and bibbed coveralls.

New employees with a start date prior to June 30th will receive their full allowances. New employees whose start date is after June 30th will only receive 50% of the applicable allowance shown above until the new year.

The purchase of FR clothing, specifically the HRC rating of items, must be approved by the Director of Operations and shall have a minimum cal/cm² rating of eight (8) with a Hazard Risk Category of two (2).

In addition to the above-mentioned clothing allowances, SED will reimburse the Line Crew, Tree Crew and Utility Inventory & Operations Technician for the purchase of approved footwear. The amounts in the chart above are provided on a calendar year basis with no carryover for unused balances.

If an employee goes above the annual or weekly maximums allowed, as defined above, the employee will be expected to reimburse SED for the additional cost. Employees will have 30 days to pay the amount over the maximum by cash or check. Employees will also have the option of having the amount deducted from their next paycheck.

In the event the employee's clothing is damaged while the employee is working for SED, it should be brought to the immediate attention of either the Foreperson or Director of Operations. The Director of Operations will determine if the damage warrants repair or replacement by SED.

Employees are expected to maintain their clothing/ uniforms to present a pleasant appearance. Employees are not allowed to wear ripped, soiled or stained clothing while performing work for SED. Employees reporting to duty wearing clothing that is ripped, soiled or stained may be required to change their clothing. Employees with a known end date to their employment with SED (e.g. retirement, reduction in force, resignation, termination, etc.) shall not be permitted to utilize any further clothing and/or boot allowances, regardless of any remaining unused balance.

17. Insurance

SED agrees to provide insurance coverage for all Employees as set forth in this agreement, subject to the eligibility requirements, rules, and regulations of the individual insurance carrier. Said insurance coverage shall be provided with the recognition that SED shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such claim. Further, SED shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this agreement.

18. Medical/Dental/Vision Insurance

SED will provide the benefits as described. If there is a discrepancy between the description below, the Summary Plan Descriptions, and the plan documents, the plan document controls. SED's plan year is January until December and as the insurance market continues to change, any changes to the plan will be discussed with the Union prior to taking effect with the understanding that these changes may occur prior to the new contract negotiations.

- (A) The first day of the month following the completion of 30 days of employment, SED shall provide regular full-time Employees with a health and vision care plan.

Eligible SED Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. SED shall contribute to the cost of the premiums for said insurance an amount currently at ninety five percent 95%. Eligible Employees can contribute to their premium costs on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions are calculated in twenty-six (26) bi-weekly payroll deductions over the course of a calendar year.

Contribution amounts are subject to change as plan premiums increase or decrease each plan year (beginning January 1).

Employees who “opt-out” of the insurance coverage are required to fill out and sign a medical waiver form annually and must prove that they are covered with health coverage from another source by providing the information of the other insurance provider.

In the event an Employee’s paycheck is not sufficient to make that Employee’s insurance contribution for any reason, the Employee shall make arrangements to pay the balance within Seven (7) days of payment shortfall. Otherwise, SED shall automatically deduct the amount due from the next paycheck, or if that amount is not sufficient, the Employee shall be removed from SED’s coverage.

- (B) Regular full-time Employees who have medical insurance from another source (other than a spouse working for SED) and who choose not to participate in the medical/dental insurance coverage offered by SED are eligible to receive a stipend of \$125.00 bi-weekly.
- (C) The first day of the month following the completion of 30 calendar days of employment, SED shall provide regular full-time Employees with a Dental Insurance Plan to include an Orthodontic Rider. The dental plan will provide a maximum benefit of \$2,000 per calendar year. Eligible Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider’s rules. Currently SED provides 100% contribution to the premium for dental insurance. However, amounts are subject to change as plan premiums increase or decrease each plan year (beginning July 1). Additionally, maximum benefit amounts are subject to change based on availability from the provider.

19. Vermont Child Care Contribution (CCC)

Act 76, relating to childcare and early education, was enacted into law in 2023 to fund investments in Vermont’s childcare system. Vermont employers are required to pay a 0.44% payroll tax on their employees’ wages earned on or after July 1, 2024. All wages as defined under Section 3401 of the Internal Revenue Code that are subject to Vermont income tax withholding are also subject to the 0.44% CCC.

SED will withhold one-quarter of the contribution (0.11%) from the employee wages. The portion of the CCC withheld from the employee’s wages will be shown in Box 14 of the employee’s W-2. Example: An employee with gross quarterly wages of \$2,500.00 would have \$2.75 (0.0011) withheld and the employer portion would be \$8.25 (0.0033) for a total of \$11.00.

20. Life/AD&D/STD/LTD

- (A) The first day of the month following the completion of 30 calendar days of employment, SED will provide regular full-time Employees (working 30 or more

hours a week) with a term life insurance policy having a face value of one hundred thousand dollars (\$100,000.00), with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. SED will pay the entire cost of premiums for this benefit. It is understood that Life/AD&D insurance disbursements shall be made in accordance with the provider's rules.

- (B) The first day of the month following the completion of 30 calendar days of employment, SED will provide regular full-time Employees (working 30 or more hours a week) with a short-term disability insurance policy that pays sixty-six and two third (66 2/3%) of the eligible employee's weekly pay, up to two thousand (\$2,000.00) per week, after fifteen (15) consecutive calendar days of disability, for a period not to exceed twenty four (24) weeks. Employees determined to be eligible for short-term disability insurance shall be considered to be on an unpaid administrative leave up until one year after the disability began or one year after STD eligibility or six months after LTD eligibility, whichever comes first. During this period, SED shall reinstate the employee upon medical clearance to return to work. It is understood that Employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to the STD insurance coverage.
- (C) The first day of the month following the completion of 30 calendar days of employment, SED will provide eligible full-time Employees (working 30 or more hours a week) with a long-term disability (LTD) insurance policy that pays sixty percent (60%) of the employee's monthly pay, up to eight thousand dollars (\$8,000) per month, after one hundred eighty (180) consecutive calendar days of disability, and contributing until the eligible employee reaches up to age sixty-five (65), but may be later depending on when the employee becomes disabled. SED will pay the entire cost of premiums for this benefit. Employees determined to be eligible for long-term disability insurance shall be considered to be on unpaid administrative leave up until one year after the disability began or six months after LTD eligibility, whichever comes first. Upon the exhaustion of the administrative leave, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated their status as a SED employee in good standing as if the employee tendered their resignation, with proper notice. During any period of disability covered by this paragraph, SED shall reinstate the employee upon medical clearance to return to work. It is understood that Employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to LTD insurance coverage. All medical benefits shall be provided to the employee while on long-term disability consistent with the terms of this agreement. However, after 26 weeks of disability, Employees shall no longer accrue earned paid time off.
- (D) In the event the plans being offered are no longer available to SED, SED reserves the right to substitute any other plan as may be available. Life Insurance premiums are subject to taxation in accordance with IRS rules.

21. Family and Medical Leave

- (A) SED provides eligible Employees with time off to take care of family and medical issues consistent with the Federal Family and Medical Leave Act (FMLA) and Vermont's Parental and Family Leave Law (VPFL).
- (B) Subject to the definitions and requirements provided in the FMLA and VPFL, eligible Employees may take up to 12 weeks of unpaid leave during the rolling 12-month period measured backward from the date the employee's leave begins. Leave may be taken for the following reasons:
1. For Incapacity due to pregnancy, prenatal medical care, or childbirth.
 2. To care for the employee's child after birth, or placement for adoption or foster care.
 3. To care for the employee's spouse, civil union partner, child, parent, parent of one's spouse or civil union partner, stepchild, foster child, or ward who lives with the employee with a serious health condition.
 4. For a serious health condition rendering the employee unable to perform the functions of the employee's job.
- (C) **Definition of a Serious Health Condition:** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- (D) **Military Family Leave:** In addition to the four types of leave identified in Section A above, the FMLA provides for two types of military family leave.
1. **Qualifying Exigency Leave:** Eligible Employees with a spouse, son, daughter, or a parent on covered active duty or call to covered active duty may use their 12-week unpaid leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Covered active duty means: (a) For service members of a regular component of the Armed Forces, duty during deployment of the service member with the Armed Forces to a foreign country; or (b) for service members of the reserve components of the Armed Forces (U.S. National Guard or

Reserves), duty during deployment of the service member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

2. **Military Caregiver Leave:** The FMLA also includes a special leave entitlement that permits eligible Employees who are the spouse, son, daughter, parent, or next of kin of a “covered service member” to take up to 26 weeks of unpaid leave to care for a covered service member with a “serious injury or illness” during a single 12-month period.

A covered service member is: (a) A current member of the Armed Forces, including a member of the U.S. National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty and/or that existed before the beginning of the service member’s active duty and was aggravated by service in line of duty on active duty, that renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating; or (b) a veteran, who was a member of the Armed Forces, including U.S. National Guard or Reserves at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, for a serious injury or illness, that was incurred by the member in a line of duty on active duty and/or that existed before the beginning of the service member’s active duty and was aggravated by service in the line of duty on active duty and that manifested itself before or after the service member became a veteran.

Military Caregiver leave, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Spouses who are employed by SED or the Town may be limited to a combined total of 26 workweeks of leave during the single 12-month period.

- (E) To be eligible for these benefits, an employee must have worked for SED for: At least 12 months: and at least 1250 hours during the 12-month period immediately preceding the beginning of the leave.
- (F) Under certain circumstances, leave may be taken intermittently by taking leave in separate blocks of time or by reducing the usual number of work hours per work week or workday. The employee requesting intermittent leave may be transferred temporarily to an alternative job that better accommodates recurring periods of leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the SED’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. The use of intermittent leave for the birth or placement of adoptive children may be taken subject to agreement between the Employee and the General Manager.
- (G) **Substitution of Paid Leave for Unpaid Leave:** The four types of leave identified in Section B above are unpaid unless the employee chooses to substitute accrued paid

time off under SED's applicable policies. Use of any such paid leave in this way will run concurrently with unpaid FMLA leave and will not extend the leave period beyond 12 weeks.

When taking Qualifying Exigency leave or Military Caregiver leave, SED may require the employee to use accrued paid time off which shall run concurrently with FMLA leave and will not extend the leave period.

(H) **Work-Related Injuries:** Time off for work-related injuries that meet the criteria for a serious health condition will be charged to time off allowed under this policy.

(I) **Benefits and Protections:**

1. Benefits Continuation

During the 12-week FMLA and/or VPFL leave, SED must continue employment benefits for the duration of the leave on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of the premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

In the event an employee elects not to return to work upon completion of FMLA and/or VPFL leave, he/she may be required to repay the cost of any payments made to maintain insurance coverage. This repayment obligation will not apply when the employee does not return to work because of the continuation, recurrence or onset of the employee's own serious health condition or other circumstances beyond the employee's control.

During Military Caregiver leave, SED must maintain the employee's health coverage under a "group health plan" on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of the premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

2. Job Restoration

Upon return from FMLA and/or VPFL leave, most Employees must be restored to their original or equivalent positions with equivalent pay, benefits and other terms and conditions of employment existing on the day leave began, as long as SED still provides such benefits.

An employee will be required to provide a return-to-work certificate prior to being restored to employment following a leave taken for his/her own serious health condition. Restoration may be delayed if the employee fails to provide the required return-to-work information.

An employee on leave does not have greater job protection than if the employee had been continuously employed. For example, an employee will not be restored to his/her original or an equivalent job if SED eliminated the

position for reasons unrelated to the leave, or if the employee had been informed prior to requesting leave that employment would terminate.

Use of FMLA and/or VPFL leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

- (J) **Employee Responsibilities:** Employees must give reasonable notice of their intent to take leave to the Benefits Coordinator when the need for leave is foreseeable. SED requests that notice be given in writing when practicable. When the need for leave is not foreseeable, the employee must provide notice as soon as practicable and notice should include sufficient information for SED to determine whether the leave may qualify for FMLA and/or VPFL protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform SED if the requested leave is for a reason which FMLA and/or VPFL leave was previously taken or certified. Employees also will be required to provide a certification supporting the need for leave. Eligible Employees are entitled to up to Twelve (12) weeks of unpaid leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the Employee is on active-duty status, in support of a contingency operation.
- (K) **SED Responsibilities:** SED will inform Employees requesting leave whether they are eligible under FMLA and/or VPFL. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, SED will provide a reason for the ineligibility. SED will also inform Employees if leave will be designated as FMLA and/or VPFL protected, and the amount of leave counted against the employee's leave entitlement. If SED determines that the leave is not FMLA and/or VPFL protected, SED will notify the employee.
- (L) **Short-Term Leave:** SED also provides eligible Employees with unpaid leave each year to participate in school activities and to attend medical appointments with certain relatives consistent with the VPFL.
1. **Eligibility for Short-Term leave:** To be eligible for this benefit, an employee must have continuously worked for SED for (a) at least 12 months; and (b) an average of at least 30 hours per week during the 12-month period immediately preceding the beginning of the leave.
 2. **Leave Entitlement:** Employees may request and may take up to 24 hours of unpaid time off each year under the following circumstances: (a) To participate in preschool or school activities directly related to the academic educational advancement of an employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference; (b) to attend or accompany the employee's child, stepchild, foster child or ward

who lives with the employee, or the employee's spouse, civil union partner, parent or parent of one's spouse or civil union partner to routine medical or dental appointments; (c) to accompany the employee's spouse, civil union partner to other appointments for professional services related to their care and well-being; or (d) to respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee, or involving a spouse, civil union partner, parent, or parent of one's spouse or civil union partner.

Employees may take up to 24 hours of unpaid leave during the rolling 12-month period measured backward from the date the leave begins. Leave must be taken in a minimum of two-hour segments.

Employees shall make a reasonable attempt to schedule appointments for which this leave may be taken outside of regular work hours.

3. Unpaid or Paid Short-Term Leave: Leave is unpaid unless the employee chooses to use accrued paid time off available to them under SED policy.
4. Notice Requirements for Short-Term Leave: Employees must provide the Benefits Coordinator with the earliest possible notice, but no later than seven days before the leave is to begin, except in the case of an emergency. In the case of an emergency, notice must be given as soon as practicable. An "emergency" means circumstances in which the required seven-day notice could have a significant adverse impact on the employee's family member.

(M) **Notice of FMLA Requirements and Enforcement**

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA; and/or Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. An Employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Exceptions: A worker is not entitled to leave under the Parental and Family Leave Act if the employer can prove by clear and convincing evidence that:

•**Layoff:** during the period of leave the employee's job would have been terminated or the worker would have been laid off for reasons unrelated to the leave; or

•**Unique Services:** the worker performed unique services and hiring a regular replacement during the leave, after giving the worker notice of intent

to do so, was the employer's only available alternative to prevent substantial and grievous economic injury.

22. Benefits Upon Separation

- (A) Upon employment separation from SED, Employees shall be eligible to receive One Hundred Percent (100%) of their accumulated Paid Time-Off (PTO) benefits in accordance with Article 29, up to the maximum of Six Hundred and Eighty (680) hours, except as noted in subparagraph (B) below.
- (B) Employees who resign with less than Two (2) week's written notice shall be eligible to receive Fifty Percent (50%) of their accumulated PTO leave up to the maximum amount of Three Hundred and Forty (340) (680 divided by 2).
- (C) Insurance benefits at SED's expense shall cease as of the last day of the month on which the Employee stopped working. Thereafter continued coverage shall be in accordance with COBRA regulations.
- (D) SED reserves the right to place Employees on paid administrative leave in conjunction with a pending separation, whether voluntary or otherwise, during which period the Employee shall continue to be eligible for all benefits except wage rate increases.
- (E) In the event of a death of an Employee, their designated beneficiary (or spouse or estate) shall be entitled to receive payment for unpaid wages and One Hundred Percent (100%) of accrued PTO benefits.
- (G) Payments for accumulated PTO pay upon separation shall be in the form of one lump sum and will be subject to all applicable taxes.
- (H) Upon termination of employment, the Employee is entitled to their accumulated PTO paid as described in Article 22 (A) above unless; the employee is terminated for Just Cause as defined in Article 34 Suspensions and Discharge (B) in which case they will be paid in accordance with Article 22 (B) above. Any severance will be at the discretion of management not to exceed two (2) weeks.

23. Training Reimbursement Upon Separation

Any employee enrolled in an Apprentice, CDL, or other licensure/certification training program during their employment with SED shall reimburse the Department for the total costs paid by the Department for all years of the program when any of the following occur:

- (A) for reasons other than layoff, the employee separates from the Department within two years of the completion of the training program.
- (B) the employee does not complete the training program by the anticipated date.

- (C) the employee separates from the Department prior to the completion of the training program.

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

24. Jury Duty

- (A) Employees shall be granted a leave of absence anytime they must report for jury duty or jury service.
- (B) Employees shall be paid the difference, if any, between the compensation they receive from the court and their wages for each day of service based on their regularly scheduled workweek base pay.
- (C) Jury leave will be granted in accordance with the provisions of 21 VSA §499. Time will not be deducted from their PTO balance.

25. Military Service

SED will abide by the Uniformed Services Employment and Reemployment Rights Act (USERRA) with respect to the re-employment rights of its Employees who have left or will leave their employment with SED to enter service with the armed forces of the United States. The period of absence for their duties with SED shall be computed as part of their total term of service with SED in computing their seniority. The parties interpret USERRA as applying with equal force to all members of the armed forces, however they may become members of it. Employees who are members of the National Guard or a Military Reserve Unit will be granted necessary leaves of absence for weekend duty and annual training. Employees will be compensated by SED for the difference between the Employee's actual salary and that received for the military duty. Employees called to active duty will not receive any compensation from SED, but upon return will be offered the same or comparable job without loss of job security.

26. Sick Leave

- (A) An Employee having Six (6) months continuous service who has attained the status of Regular Employee is eligible for PTO in accordance with Article 29. Unless prevented by an emergency, an Employee who is ill must notify their supervisor a reasonable time before the time they would normally report to work.
- (B) In the event an Employee fails to report to work for Three (3) consecutive days claiming illness or off duty injury as the reason therefore, SED may, at its option, request medical proof of illness or injury.
- (C) SED may require medical certification of fitness to return to work from any Employee who SED believes has an illness or injury that could prevent them from

properly performing their duties. The cost of medical examinations to certify fitness shall be borne by SED. All time missed from work concerning obtaining such certification shall not be deducted from the accumulated PTO benefits of Employee.

- (D) Upon the request of the Employee, the General Manager may grant up to One (1) day leave with pay for new Employees who have not yet received PTO for illness or bereavement.
- (E) Injuries occurring on the job that are directly related to an Employee's performance of their job responsibilities shall not create a reduction in an Employee's PTO benefits prior to Worker's Compensation of Three (3) days.

27. Rest Period

- (A) Monday through Friday – An Employee called out between 11:00 p.m. and 6:00 a.m. (The Rest Time Accumulation Period) will receive equal hours off during the same morning or afternoon with pay. The Rest Accumulation Period will apply if the Employee is called out at 11:00pm on Sunday evening (to be used Monday) and will not apply if called out after 11:00pm on Friday. The Rest Time Accumulation Period will begin when the Employee reaches the garage and will end once the Employee returns to the garage. Employees will be allowed up to an additional 30 minutes of time for consideration of their travel time home when calculating the rest time accumulated.
- (B) An Employee may elect to take their rest time at the end of the normal work day. Employees who work together may, by mutual agreement, take their accumulated rest time at the end of the normal workday. If the employees working together cannot agree when to take their accumulated rest time, then it shall be taken at the beginning of the work day unless the Director of Operations approves taking the time separately.
- (C) Employees must take their accumulated rest time unless management requests that work be performed in lieu of using the accumulated rest time and the employee agrees. Such work will only be required if caused by a continued outage or the extension or completion of critical work. Only the General Manager or Director of Operations may authorize the continuation. In such a case where the employee is unable to take rest hours accrued during the Rest Time Accumulation Period in the same day that they were accrued, then the employee shall be paid at double their hourly straight-time rate of pay (double-time) for the accrued hours not taken. To illustrate: if an employee is called out to work under Paragraph (A) above and accrues three hours of rest time but is required to work after 7am and not released until 3pm. Then the employee would be paid three (3) hours at the double time rate in addition to any hours worked for that day. However, if the employee is still able to take the full accumulated rest time later in the day, then this provision will not apply.

- (D) In case of an 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 hours (16), 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 an emergency, Employees will not work more than sixteen (16) continuous hours without rest and a meal break unless approved by the General Manager or by a delegate of the General Manager.
- (E) Best practice is for the employees to have a rest break of eight (8) hours between work shifts, exclusive of travel time. At the end of the eight (8) hour 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 break, SED and Employee shall be deemed to have satisfied this provision.

28. Travel, Training and Meal Allowances

- (A) Employees called out to work in emergency situations shall receive a meal allowance after each six (6) hour overtime interval. The allowance will be based on the same time schedule as listed in section (C). At no time will the employee receive more than two meals in a six-hour period.
- (B) An employee required to work beyond the normal workday will be allowed a dinner allowance provided that the time worked extends past 6:00 p.m.
- (C) An employee that is called out and works between any portion of the following times will be entitled to a meal allowance based on the following schedule. The allowances are based on the U.S. General Services Administration (GSA) Per Diem Rates for Stowe (Lamoille County) Vermont. Management will adjust the rates below and notify the Business Manager of any increases to the Per Diem amounts on an annual basis.

Breakfast: An Employee who is called out for work and during the call out works any time between 5:30 a.m. and 7:30 a.m. shall be granted a breakfast allowance of \$15.00.

Lunch: An Employee who is called out for work and during the call out works any time between 11:00 a.m. and 1:00 p.m. shall be granted a lunch allowance of \$20.00

Dinner: An Employee who is called out for work and during the call out works any time between 5:00 p.m. and 7:00 p.m. shall be granted a dinner allowance of \$30.00.

Snack: An Employee who is called out for work and during the call out works any time between 11:00 p.m. and 1:00 a.m. shall be granted a snack allowance of \$14.00.

The Employee is required to note the date, time of the call, and completion time when utilizing a meal allowance during time entry in iVUE.

Meal allowances and times only apply to Employees “called out” for emergency situations. Meal allowances do not apply to scheduled outages, travel or training unless provided for under a different article in the contract or in the personnel policies of SED.

- (D) During inclement weather, transportation will be furnished when required, to and from a nearby place where Employees can be provided with suitable quarters for eating their lunch or can obtain a suitable meal without lost time to Employees. This shall be maintained with reasonable limits on distance and time spent traveling and consuming their meal. The reasonable time limits shall be at the discretion of the Director of Operations.
- (E) Except in the case of mutual aid, when it is necessary for Employees to travel for work outside the local area, Employees will refer to the SED Travel Policy.
- (F) Occasional use of an employee’s personal vehicle to perform official duties of SED must be approved in advance by the Employee’s supervisor. Employees shall be reimbursed for mileage in accordance with the Internal Revenue Service Standard Mileage Rate, upon submission of completed mileage forms as provided by SED and the processing of such within a reasonable amount of time by the AP department. Employees driving their personal vehicle shall be responsible for insuring the vehicle at their own expense and shall assume all liability for its operation.
- (G) Whenever Employees have been authorized to travel for work purposes by SED or the General Manager, such Employees shall be reimbursed upon proof of payment in accordance with the SED Travel Policy.
- (H) From time to time, at the expense of SED, Employees are required to attend training sessions that may require travel outside normal working hours or overnight. Payment for the time traveled will be in accordance with the Fair Labor Standards Act based on the type of travel.

Employees authorized (or required) by SED to utilize a SED owned vehicle and/or a SED credit card for official purposes, shall use the utmost care and diligence to safeguard SED property and always minimize SED liability.

29. Annual Leave (Paid Time-Off)

- (A) SED shall provide regular full-time Employees with compensated annual leave to be used as Paid Time-Off (PTO) for vacation, illness, personal or bereavement reasons, upon authorization by their supervisor.

Annual leave shall be earned as noted below, with each amount added to an Employee's annual leave bank on the anniversary of the Employee's date of hire:

Upon completion of 90-days:	40 hours
Upon completion of 180-days:	40 hours
Upon completion of 1-3 years of creditable service:	160 hours
Upon completion of 4-6 years of creditable service:	240 hours
Upon completion of 7-9 years of creditable service:	288 hours
Upon completion of 10 years and beyond of creditable service:	320 hours

Creditable service shall mean the actual time for which an Employee is compensated by SED to include all forms of paid leave. It shall not include overtime, on-call pay, time spent on unpaid leaves or periods when an Employee is suspended for disciplinary reasons, nor shall receipt of insurance payments be considered SED compensation for purposes of calculating creditable service.

- (B) Annual leave may be accumulated from calendar year to calendar year up to a maximum of 680 hours.
- (C) Employees have the option of cashing out any hours over Six Hundred and Eighty (680) prior to December 31st each year at 60% of the value. Any time over Six Hundred and Eighty (680) hours that has not been requested to be cashed out by December 31st, will be forfeited.
- (D) Employees may, at any time upon Two (2) weeks written notice submitted to their supervisor, utilize accumulated leave time as cash benefit (treated as wages) at a buy-out rate of Sixty Percent (60%), provided the employee has used at least Eighty (80) hours of paid leave time-off work within the previous Twelve (12) months. For example: an employee may cash in 80 hours of leave time and be paid for 48 hours. PTO accumulated during the new employee's probationary period has no cashout benefit value until the new employee completes the probationary period.
- (E) Length of service shall be determined by Employee's first day of employment by SED, excluding Temporary Employees.
- (F) With the exception of management's approval, an Employee who has more than Two (2) weeks leave may take annual leave of up to Two (2) weeks total between June 1st and September 1st. All Employees will designate their requests for more than two days off before May 1st of each year. Any time off requested after May 1st for this period is not automatically granted time off but is subject to General Manager approval. The General Manager will respond to such requests in a timely manner. If a conflict exists between Two (2) or more Employees, the rule of seniority shall govern. No more than Two (2) Line Personnel shall be out on PTO leave concurrently unless authorized by the General Manager. Management approved time-off for sick leave or emergencies shall not be counted against the two-week PTO limit placed on Employees during the period June 1st through September 1st. No Employee shall fail to report to work for Two (2) consecutive days without prior approval from the General Manager (other than claiming illness: see Section 24 – Sick Leave).

- (G) Once a PTO leave is approved by Management, it cannot be revoked, except under emergency conditions.
- (H) Paid Time-Off (PTO) includes hours to be used for emergencies and sick time. These are circumstances that cannot be planned on, and it is the policy of SED to not allow negative PTO. To protect our FLSA Non-Exempt Employees, it is highly suggested that Employees leave a bank of at least Forty (40) hours. This will ensure the Employees will have time to use in case of illness or emergencies. It is the policy of SED, unless there is prior approval by management, that Employees cannot have unpaid time off except by the benefits provided by law.
- (I) PTO is valued at your current rate of wage when it is used or bought out not when it was accrued.

30. Remote Work

Office staff will be provided with the opportunity for up to five (5) remote workdays per calendar year. These days can only be taken with approval from the General Manager and will only be granted if the employee is able to perform 100% of their required daily tasks remotely without negative impact to the organization. Staff working remotely are responsible for ensuring they have their SED-issued computer and/or any other equipment or resources required to successfully satisfy their work responsibilities while out of the office. Remote workdays are not PTO; they cannot be banked and do not carry any monetary value. Employees who are approved for remote work are expected to complete 8 hours of work per their normal job requirements. Approval of and eligibility for remote work will be at the discretion of the General Manager. SED will make its best efforts to facilitate remote work opportunities for eligible employees under this provision.

31. Rates of Pay

Employees shall be compensated by SED for the performance of their work assignments per the base rates set forth in Schedule "A". Once an employee meets the requirements set forth in Schedule "B" (Longevity Increases & Requirements), they will receive the applicable increase to be applied in conjunction with the annual increases set forth in Schedule "A." The Schedule "A" standard increase and Schedule "B" Longevity Increase will be added together for application of the increase and not sequentially applied. Tree Crew employees will be eligible for additional rate differentials and certification stipends as detailed in Schedule "C." Schedule "A," Schedule "B" and Schedule "C" are incorporated into this agreement by reference.

An Apprentice will be required to complete the SED Apprentice Program and minimum of eight thousand (8,000) hours which will include skills testing and soft skills training prior to being considered for promotion to First Class. Management retains the right to make the final decision on promotion and will consult with the employee as to the needed course of action to make the possible advancement which may include additional training.

32. Overtime

- (A) All Employees shall be paid One and One-half (1.5) times their regular rate of pay for all time worked more than Eight (8) hours in any one workday or for all time worked more than Forty (40) hours in any one (1) work week, unless agreed upon as allowed under Article 7(E). All work performed on Saturday shall be considered overtime work and shall be paid for at One and One-half (1.5) times the regular hourly rate. All work performed on Sundays shall be considered overtime work and shall be paid at Two (2) times the regular hourly rate. All work done by an Employee outside their normal workday shall be paid for at the applicable overtime rates, unless agreed upon as allowed under Article 7(E).
- (B) When the Employees are required to work outside their normal hours for scheduled outages then Employees shall be paid at the applicable overtime rates. This is not to be considered on-call duty.
- (C) All work performed after Sixteen (16) non-continuous hours in a Twenty-four (24) hour period will be paid at two (2) times the regular hourly rate. If there is a break in work that equals or exceeds Eight (8) or more hours within the Twenty-Four (24) hour period, the clock shall reset when work commences again. This provision applies only where the employee works Sixteen (16) non-continuous hours. Otherwise, Article 27 governs mandatory employee rest periods.
- (D) SED will use its best effort to allow its Employees in the Line Department to work on Saturday if line contractors, or line personnel from other utilities are on the property performing routine daily work.
- (E) Mutual Aid:

It is the General Manager's decision whether the line crew will be offered to participate in mutual aid. Management will provide a summary of OT hours on a quarterly basis for informational purposes only. Employees that are assigned to perform mutual aid storm restoration work for other utilities will have 10% added to their regular hourly rate of pay and will then be paid at Two (2) times that hourly rate for all hours actively worked until such time as the storm restoration work is complete.
- (F) An employee called out to work who continues to work into the regular workday on the call-out assignment (e.g., an employee continues to take care of the same storm restoration) shall continue to receive the same rate to which they were entitled just before the regular workday until they return to regular work assignments or goes on rest time.
- (G) Employees performing contract (billable) work shall be paid the rate of pay applicable to the time worked. Contract work is not to be considered mutual aid.

33. Worker's Compensation

The workman's compensation insurance plan carried by SED will use an insurance carrier approved by the Department of Labor and Industry.

- (A) Worker's compensation issues shall be administered in accordance with the provisions of 21 V.S.A. Chapters 9 and 11, and any applicable state regulations promulgated under those Chapters. This shall include, by way of example but not limitation, employment reinstatement rights.
- (B) In addition to the benefits provided by 21 V.S.A. Chapter 9, SED shall pay an Employee who is receiving workers' compensation benefits the difference between his/her straight time base wage (up to a maximum of 40 hours per weekly pay period) and the worker's compensation benefits paid to the employee by SED's workers compensation carrier (not including mileage or medical reimbursement). The Employee shall continue to be eligible for all benefits as set forth in this Agreement during this one-year period. Federal and state withholdings and pension payments shall only be applied to SED's portion of compensation. Other required withholdings and pension payments shall only be applied to SED's portion of compensation. Other required withholdings, such as for health insurance, mandatory childcare payments, etc. shall also be deducted from SED's payments. These additional payments shall be provided for a one (1) year period from the date the Employee's Workers' Compensation benefits commenced. These additional payments shall not be renewed in the event a qualified physician determines the injury is a recurrence or the result of a relapse of the original injury. Once an Employee has been absent from work and receiving Worker's Compensation benefits for one year, SED shall no longer contribute toward any insurance coverage provided in this policy, except for those required by statute.
- (C) An Employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at the time) upon a "fit for duty" medical diagnosis shall be discharged.
- (D) An Employee found to be gainfully employed by someone other than SED while on leave due to workers' compensation injury shall be discharged.
- (E) SED reserves the right to have any employee who is out of work due to a worker's compensation claim evaluated by a medical professional(s) of its choice at SED's expense (including mileage reimbursement) at mutually convenient times.
- (F) Employees temporarily assigned to a light duty job classification because of a worker's compensation injury that occurred while working for SED shall continue to be paid their previous wage rate, subject to any wage increases set forth herein, for up to one year from the date of injury. Employees must accept light duty assignments (if available) while recovering from a non-work-related medical condition or after a worker's compensation disability leave period has expired at a pay rate commensurate with that position. SED reserves the right to discontinue

any temporary or light duty assignment, as it deems appropriate.

- (G) Employees shall not be eligible for holiday pay, or any benefits related thereto while on administrative or disability leave.

34. Suspensions and Discharge

- (A) An Employee who has attained the status of Regular Part-time Employee or Regular Full-time Employee shall not be suspended or discharged except for just cause. Such action, when taken by SED shall be subject to the grievance and arbitration procedures set forth in Section 35 of this Agreement.

(B) Disciplinary Action

SED may exercise its right to discipline, suspend or discharge an Employee for just cause. Just Cause shall include but shall not be limited to situations where an Employee:

- a. is convicted of a felony while an Employee of SED.
- b. exhibits uncivil or discourteous attitudes or behavior through the use of indecent, abusive, impolite, offensive, rude, lewd and/or slanderous language towards the public, management, or other SED Employees.
- c. violates the work conditions or fails to comply with other applicable employment terms and conditions as set forth in this agreement.
- d. is absent from work without management permission except for unforeseen emergencies or fails to promptly notify management of the need for authorized leave without good reason.
- e. is repeatedly tardy for work.
- f. acts recklessly or endangers himself or herself or others.
- g. refuses or fails to perform job assignments or the reasonable orders of management.
- h. falsifies municipal records or time sheets or removes official records from SED property without authorization by management.
- i. misappropriates or willfully damages property not owned by him or her during work.
- j. commits any acts of violence or threatens violence toward another person during work.
- k. leaves work early without management permission.

- l. violates any written SED policy, especially with regards to safety.
- m. commits an act of sexual harassment or falsely accuses someone of committing an act of sexual harassment.
- n. theft

Disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- (a) First Oral Warning followed up with written documentation
 - (b) Second Written warning
 - (c) Suspension without pay
 - (d) Discharge
 - (e) Record can be clean after two years.
- (C) 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 the lost time.
- (D) A letter of reprimand will be removed from the Employee's personnel files Two (2) years from the date of issue if no additional reprimand or written warning has been issued during the Two (2) year period for the same cause.

35. Grievances and Arbitration Procedure

(A) Verbal

Step 1. Any Employee or group of Employees having a grievance shall first present the grievance orally to their supervisor within Five (5) business days after the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of the Employee, then the grievance may be appealed as noted in step 2.

Step 2. A written grievance shall be submitted to the General Manager within Five (5) business days of the informal meeting with his/her supervisor. The grievance must specifically identify the provisions of this Agreement that are disputed, the position of the supervisor and the desired outcome and shall be signed by the affected party (or parties). The General Manager will schedule an informal hearing to review the matter with the supervisor and grievant and/or with their Union representative within Five (5) business days of receipt of the grievance. The General Manager shall render a written decision on the matter within Five (5) business days of the hearing. If the grievance is not resolved to the satisfaction of the Employee or group of Employees, then the grievance may be appealed as noted in step 3.

Step 3. An appeal of the General Manager's decision (or lack thereof) shall be submitted in writing to the Electric Commission within Five (5) business days after the date on which the General Manager is supposed to respond in writing. The appeal must specifically identify the provisions of this Agreement that are disputed, the position of the supervisor and/or the General Manager and the desired outcome and shall be signed by the affected party (or parties). The Commission shall convene a hearing in executive session within Fifteen (15) days at their sole convenience, to consider evidence and testimony from the General Manager, the Supervisor, the Grievant and/or their Union Representative. The Commission shall render a written decision on the matter, signed by a majority of the Commission members, within Ten (10) days of the close of the hearing.

Notwithstanding any law to the contrary, no Union Employee shall be a party to any court action or file any complaints with a government agency prior to the exhaustion of all administrative procedures as set forth in this agreement.

(B) Informal Resolution

It is preferable for a claim of a violation, etc., to be settled before the filing of a formal grievance. Nothing shall prevent an Employee from discussing such claim with their immediate supervisor, with or without the steward present, with intent of informally resolving the problem. If not settled, the grievance may then be formally pursued.

(C) Arbitration

- (a) If a settlement of the grievance is not reached in one of the steps on the grievance procedure, then a written demand of the Union to the Federal Mediation and Conciliation Service (FMCS), shall be made within Sixty (60) days of the event giving rise to the grievance, and it shall be submitted to a single arbitrator to be selected as set forth in section (b) of this article. If arbitration is not so requested within the foregoing Sixty (60) day period, the grievance shall be deemed abandoned and the right to arbitration shall be deemed waived.
- (b) Within Five (5) business days of SED's receipt of a proper and timely demand by the Union for arbitration under Section (c) the Union and the General Manager shall select an arbitrator.
- (c) If the parties cannot agree upon an arbitrator, they will request jointly that the Federal Mediation and Conciliation Service (FMCS) submit a list of Seven (7) arbitrators. Either party may reject the entire list submitted and request that a new one be issued by FMCS. The parties shall alternately strike names from the new list until One (1) name remains. The remaining name shall be selected as the arbitrator to hear the grievance.
- (d) The arbitrator shall give prompt hearing to the parties after reasonable

opportunity to prepare the evidence. The arbitrator will first determine that all other grievance procedures were timely filed and appealed at each step. The arbitrator will decide only whether or not the employee is entitled to the actual relief to which the employee claimed to be entitled to in the written Step 3 grievance. 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.

(D) Form and Deadlines

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

- (a) A statement of the grievance.
- (b) The remedy or correction, which is desired.
- (c) The section or sections of this Agreement relied upon or claimed to have been violated.

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 SED 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.

(E) Arbitrator's Authority:

The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement and he/she 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. Neither SED 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.

(F) Arbitration Cost:

The cost of the arbitrator and the FMCS 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, the cost of the (2) transcripts will be divided equally.

(G) Acknowledgment of Arbitration:

SED and the Union understand that this Agreement contains an Agreement to arbitrate. After signing 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.

- (H) Notwithstanding any law to the contrary, no Union Employee shall be a party to any court action or file any complaints with a government agency prior to the exhaustion of all administrative procedures as set forth in this agreement.

36. Holiday Benefits

- (A) Full-time Employees shall receive eight hours pay at their regular rate of pay for the following holidays unless on unpaid leave:
1. New Year's Day
 2. Martin Luther King Jr. Day
 3. Presidents Day
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Indigenous Peoples Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day After Thanksgiving
 12. Christmas Eve (1/2 day)
 13. Christmas Day

NOTE: Employees may, with the permission of their supervisor, attend Town Meeting on Town Meeting Day without loss of pay, if it does not exceed 4 hours. Employees are expected to return to their duties for the remainder of the workday at the conclusion of Town Meeting Day.

- (B) If any of the holidays listed in Subsection (A) fall on a Sunday, the following Monday shall be considered the holiday. If any of the holidays fall on a Saturday, the preceding Friday will be considered the holiday.
- (C) Employees shall receive two times their regular hourly rate for hours worked on a holiday.

37. Drug and Alcohol-Free Workplace/Testing Policy

Employees will refer to the Stowe Electric Drug and Alcohol-Free Workplace Policy and the Drug and Alcohol Testing Policy for Employees required to have Commercial Driver's Licenses which covers all SED employees. SED management agrees to notify the Union business manager should there be any changes to the policies. The policies are created to comply with Federal and State regulations and not to impose anything that is not required or allowed by law.

38. Tools

- (A) All personal equipment, protective gear, tools, communication devices, etc., purchased for an Employee shall remain the property of SED. As such, it is incumbent upon each Employee to always maintain and care for these materials. All such items provided to Employees by SED shall be returned to SED when directed by Management or by Employee separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the Employee, in which case SED shall authorize replacement at SED's expense.
- (B) No SED owned property, new, used or being disposed of, shall be used, or taken off SED property for personal use without the permission of the General Manager. No personal property may be stored on SED property without the permission of the General Manager.

39. Terms of Agreement

- (A) This Agreement shall take effect when signed by SED and the Union, and continue in effect from 4/01/2024 to 3/31/2027 and from year to year thereafter, unless either party submits to the other in writing, at least sixty days before the expiration of this Agreement, a notice of their desire to terminate or to effect changes of the Agreement, upon which each party shall choose representatives to meet and agree on the changes or to formulate a new Agreement.
- (B) Both parties agree, should negotiations continue beyond the expiration date of the Agreement, all items and conditions in the existing Agreement will remain in effect until completion of negotiations.

40. Labor Negotiations

During Labor Negotiations, all Employees picked by the Union to participate in the bargaining sessions shall be relieved of their duties during bargaining sessions without any loss of pay.

41. Town of Stowe Electric Department Requirements

All newly hired Employees will have a valid and appropriate driver's license. In Accordance with the Federal Motor Carrier Safety Administration (FMCSA), all personnel required to hold a commercial driver's license will be subject to pre-employment drug testing and a pre-employment Clearinghouse query once a conditional offer of employment has been provided. SED may require that certain Employees have, or be required to obtain, a commercial driver's license of a classification equal to the equipment operated by SED. Employees who hold a commercial driver's license and operate commercial motor vehicles for SED, will be subject to annual queries through the FMCSA Clearinghouse and will be enrolled in a certified random drug testing program.

All Employees required to possess, a valid driver's license or other certificate to perform

the essential functions of their job as stated in the job description or mandated by a state or federal regulation, shall immediately notify the General Manager if said license or certificate is revoked or expired. (Note: SED may require the attainment of a license or certificate as a pre-condition for employment, which SED will reimburse the Employee) Employees shall not operate SED vehicles without a valid driver's license.

It shall be the policy of SED to strongly discourage all Employees from conducting social activities with family members and/or friends during working hours. This applies to telephone calls, baby-sitting, casual conversations, and personal business. Although an SED head may permit occasional infractions, repeated abuse shall result in disciplinary action. Nothing in this paragraph shall be construed to limit the ability of an Employee from responding, as may be appropriate, in an emergency, or from having family and/or friends present during special events.

Employees may be subject to job performance evaluation at such times and using such forms as SED deems reasonable. If requested, results will be submitted in writing to the Employee, Union, the Commissioners, and shall also become a part of the Employee's personnel file.

42. Health and Fitness Club Membership

Upon proof of payment submitted to SED by an Employee, SED shall reimburse the Employee up to Two Hundred and Fifty Dollars (\$250.00) annually towards the cost of a membership for any health club of the Employee's choice.

Union Employees are also eligible for the SED Wellness Reimbursement offered to all Employees of SED. Employees will be entitled to whichever plan provides the employee the most benefit but at no time will there be a duplication of benefits.

43. Severability

If any provisions of this Agreement or any application of it to any Employee are held to be contrary to law, then such provision of application will not be deemed to be valid or subsisting, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. The parties shall then meet and negotiate substitute provisions that are in conformity with the law.

44. Final Resolution

This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not contained in this Agreement.

The terms of this Agreement may not be modified in whole or in part by either party except by any instrument in writing, duly executed by both parties.

Dated at Stowe, Vermont this _____ day of _____, 2024.

For the Union:

For the Town of Stowe Electric Department

Business Manager

Larry Lackey, Chairperson

Sara Teachout, Vice Chairperson

Mark Gilkey, Commissioner

Union Employees - Schedule A - Base Wage Rates 2024 - 2027

Position	Current Hourly Wage 2024	Base Hourly Increase 4/1/2024	Base Hourly Wage Eff 4/1/24 - 3/31/25	Base Hourly Wage Eff 4/1/25 - 3/31/26	Base Hourly Wage Eff 4/1/26 - 3/31/27
Line Foreperson (108% of 1st Class)	\$52.23	8%	\$56.41	\$58.66	\$61.01
Lineman 1st Class	\$49.28	6%	\$52.24	\$54.33	\$56.50
Lineman 2nd Class (83% of 1st Class)	\$40.90	6%	\$43.36	\$45.09	\$46.89
Lineman 3rd Class (73% of 1st Class)	\$35.97	6%	\$38.13	\$39.66	\$41.24
Apprentice (63% of 1st Class)	\$31.05	6%	\$32.91	\$34.23	\$35.59
Tree Crew Foreperson	\$37.00	6%	\$39.22	\$40.79	\$42.42
Tree Crew Journey person	\$34.00	6%	\$36.04	\$37.48	\$38.98
Tree Crew Laborer	\$25.00	12%	\$28.00	\$29.12	\$30.28
Utility Inventory & Operations Tech	\$23.00	25%	\$28.75	\$29.90	\$31.10
Administrative Assistant	\$33.13	10%	\$36.44	\$37.90	\$39.42
Billing Clerk	\$29.40	13%	\$33.22	\$34.55	\$35.93
Customer Service Rep.	\$26.18	17%	\$30.63	\$31.86	\$33.13

Effective 4/1/2024:

All applicable hourly rates listed on Schedule A - Base Wage Rates will be increased by the % shown above.

Effective 4/1/2025:

All applicable hourly rates listed on Schedule A - Base Wage Rates will be increased by 4%

Effective 4/1/2026:

All applicable hourly rates listed on Schedule A - Wage Rates will be increased by 4%.

Union Employees – Schedule B - Longevity Increases & Requirements

In addition to the regular IBEW CBA annual increases, employees will be eligible for additional “longevity increases” as detailed below, provided the employee meets the following requirements:

- Past three (3) annual performance reviews have a determination of meets (Quality Performance) or exceeds expectations (Exceeds Expectations or Outstanding).
- No disciplinary action on record in previous two (2) years.
- All certifications, licenses, and skills to meet job requirements are kept up to date.
- Length of Service Calculation
 - Non-Lineworkers: Length of Service begins counting upon hire and will follow the schedule below for longevity increases.
 - Lineworkers: Length of Service begins counting upon start of employment *as a First Class Lineworker or above*. Longevity increases will be issued using the length of service calculation according to the schedule below. In the event a First Class Lineworker who has received a longevity increase at any point during their tenure is promoted to Line Foreperson, their current hourly wage will be increased by 8% to establish their specific longevity rate for Foreperson. Their length of service start date will remain the date they became a First Class Lineworker at SED.

Longevity Schedule Based on Length of Service

- 3 Years – 2%
- 5 Years – 2%
- 10 Years – 2%
- 15 Years – 2%
- 20 Years – 2%
- 25 Years – 2%

Application of Longevity Increases

- Longevity increases will be applied on April 1st following completion of the longevity milestone according to the schedule above. These will be applied in conjunction with the annual CBA increase.
- Longevity is specifically applied based on time in position *at Stowe Electric Department* and does not consider years of service in a similar position at a previous organization.
- Standard CBA and longevity percentages will be added together for application of increase, not sequentially applied.

Calculation Example

- CBA annual increase is scheduled to be 3% for all union employees. An employee eligible for a 3-year longevity increase would receive 3% + 2% for a 5% increase to their current hourly wage.

Career Longevity Examples

- New Apprentice hired → works through 3rd, 2nd, 1st class and gets new salary grade based on position progression. → After 3 years in 1st class job position, is eligible for longevity increase on the April 1st immediately following achievement of the longevity milestone. → The employee is next eligible for a longevity increase once they have successfully completed 5 years of service as First Class Lineworker or above at SED.
- New customer service representative hired → works 3 years in position, is eligible for longevity increase on the April 1st immediately following achievement of the longevity milestone. → The employee is next eligible for a longevity increase once they have successfully completed 5 years of service at SED.

SCHEDULE C - Tree Crew Certification Stipends

Tree Crew Laborer CDL Differential

Stowe Electric Department offers an hourly rate differential for the Tree Crew Laborer of an additional \$1 per hour if they hold a valid Vermont CDL-A or CDL-B driver's license. SED will cover the cost of training and licensure in alignment with the provisions of the collective bargaining agreement.

Tree Crew Certification Stipends

Stowe Electric Department offers the following stipends for tree crew employees who achieve *and maintain* certain certifications beyond the specified requirements of their position (not to exceed \$1,500 per calendar year):

- Tree Crew Foreperson
 - ISA Certified Arborist - \$750 per year stipend
 - ISA Certified Utility Specialist - \$750 per year stipend
 - TCIA Crew Leader Certification - \$500 one-time stipend

- Tree Crew Journeyman
 - ISA Certified Arborist - \$750 per year stipend
 - ISA Certified Utility Specialist - \$750 per year stipend
 - TCIA Tree Care Safety Professional - \$750 per year stipend

- Tree Crew Laborer
 - TCIA Tree Care Safety Professional - \$750 per year stipend
 - TCIA Tree Climber Specialist (Must Complete I, II, III & IV) - \$500 one-time stipend
 - TCIA Aerial Lift Operations Certification (Must Complete I & II) - \$500 one-time stipend
 - NETCA Tree Climbing for Arborists & Tree Workers Certification - \$500 one-time stipend

ISA Certifications – Stowe Electric will pay for testing costs and the study guide for each of the ISA Certifications listed above, provided the employee passes the exam. Renewal of certifications is required every three years.

TCIA & NETCA Certifications – Stowe Electric will cover the cost of training and testing for the TCIA and NETCA certifications listed above, provided the employee passes the final exam.

Stipends will be provided for certifications only as detailed above. Other TCIA or NETCA training may be provided and required as part of SED's regular training program for Tree Crew personnel (e.g., TCIA Tree Care Specialist, TCIA Ground Operations, etc.). Additionally, some certifications may be required for some positions, but not others (e.g., CDL required for Journeyman & Foreperson). Stipends will not be provided to employees required to hold certifications specific to the requirements of their position.

Tree Crew Training Requirements

Members of SED's Tree Crew will undergo regular training to ensure safe practices and reinforce skills required for each position. For training and certifications that go beyond the requirements of a particular position, stipends and differentials will be provided as detailed above. Certifications will be required for members of the Tree Crew as follows:

X = Required | O = Optional | -- = N/A

Certification	Foreperson	Journey person	Laborer	Renewal
TCIA EHAP	X	X	X	Annual
TCIA Tree Care Specialist	X	X	X	One-Time
TCIA Ground Operations I-IV	X	X	X	One-Time
TCIA Climber Specialist I-IV	X	X	O	One-Time
TCIA Aerial Lift Operations I & II	X	X	O	One-time
TCIA Tree Care Safety Professional	X	O	O	3-Year
ISA Certified Arborist	O	O	--	3-Year
ISA Certified Utility Specialist	O	O	--	3-Year
TCIA Crew Leader Certification	O	--	--	One-Time

Note: SED Management will regularly provide additional mandatory safety and skills training to Tree Crew members beyond those certifications listed above. This chart is provided as a reference point and is subject to change based on availability and appropriateness of training opportunities.

MEMORANDUM OF AGREEMENT

Between

STOWE ELECTRIC DEPARTMENT

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 300

EFFECTIVE DATE: 04/01/2024

The International Brotherhood of Electrical Workers, Local No. 300 (the "Union"), and Stowe Electric Department (the "Department") hereby agree to the following:

1. The maximum number of Paid Time Off (PTO) hours that may be accumulated from calendar year to calendar year was reduced from one thousand forty (1,040) to six hundred eighty (680) with the Collective Bargaining Agreement effective April 1, 2024.
2. As of that date, one Bargaining Unit Employee (Silas Power) held a bank of PTO hours in excess of the new cap of six hundred eighty (680) accrued PTO hours.
3. In recognition of this change in policy, the Department is providing a "grandfathered" provision for S. Power which allows him to accrue up to eight hundred twenty (820) PTO hours maximum.
4. S. Power will have the option of cashing out any hours over eight hundred twenty (820) prior to December 31st each year at 60% of the value. Any time over eight hundred twenty (820) hours that has not been requested to be cashed out by December 31st will be forfeited, as detailed in the "Annual Leave (Paid Time-Off)" section of the Collective Bargaining Agreement.

The above terms and conditions are agreed upon and shall not be altered, modified, or amended unless both parties agree in writing to said changes.

For the Department:



Jackie Pratt
General Manager

For the Union:



Jeffrey C. Wimette
Business Manager

MEMORANDUM OF AGREEMENT

Between

STOWE ELECTRIC DEPARTMENT

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 300

EFFECTIVE DATE: 12/04/2025


The International Brotherhood of Electrical Workers, Local No. 300 (the “Union”), and Stowe Electric Department (the “Department”) hereby agree to the following:

1. The Department has created the following classification: **Lead Customer Service Representative.**
2. The job description, wages, and benefits package for the classifications have been discussed and agreed upon by both parties and represented in Attachment A of this Agreement.
3. The classification shall be included to Section 6 – Classification of Employees, of the Collective Bargaining Agreement.

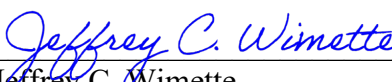
The above terms and conditions are agreed upon and shall not be altered, modified or amended unless both parties agree in writing to said changes.

For the Department:

For the Union:



Jackie Pratt
General Manager



Jeffrey C. Wimette
Business Manager



Stowe Electric Department
PO Box 190
435 Moscow Rd
Stowe, VT 05672
802-253-7215
www.StoweElectric.com

Lead Customer Service Representative

Job Description

Position Title: Lead Customer Service Representative

Supervisor: Business & Communications Manager

Status: FLSA Non-Exempt, Collective Bargaining Employee

Hourly Wage: \$37.31 as of 2/1/2026

Hours of Work: Monday - Friday 8:00am - 4:00 pm | Summer Hours: Monday - Thursday 7:30 am - 4:30 pm; Friday 8:00 am - 12:00 pm | Hours outside of normal business hours maybe required occasionally.

SUMMARY: Under the direction of the Business & Communications Manager, the Lead Customer Service Representative is responsible for ensuring Stowe Electric customers are treated in a fair, timely, and courteous manner. The Supervisor regularly interacts with customers, employees, vendors, regulators, the general public, and other stakeholders. Must be able to communicate effectively, clearly present complex information, and diffuse upset customers. This is an IBEW Local 300 Union position and as such is subject to language changes in the union contract.

ESSENTIAL DUTIES & RESPONSIBILITIES: This is not an all-inclusive list and is only intended to represent key areas of responsibility.

- Responsible for oversight of day-to-day customer care operations including the work of the Billing Clerk and Customer Service Representative(s).
- In collaboration with the Business & Communications Manager, provides training and guidance to customer care staff as necessary to ensure courteous, efficient, and accurate operations.
- Answers phones, accepts payments, assists with cash receipts and daily deposits.

APPENDIX A

- Reviews bills for accuracy. Corrects billing errors, assists with final bills/clears reads.
- Inputs new rates for electric, water/sewer, and Efficiency Vermont into the billing system. Sets up billing system month-end and year-end reports.
- Responsible for collections activity including disconnect orders, establishment of payment arrangements, monitoring of past due payment agreements, and issuance/release of liens. Provides utility Delinquency Report for Town Tax Sales.
- Creates and monitors budget agreements, prepares annual true-up letters.
- Assists with all aspects of billing such as cash transfers, billing adjustments, meter change-outs, final bill and account maintenance.
- Validates onboarding of new net metering systems to ensure correct billing setup. Verifies monthly net metering bills for accuracy and completeness.
- Reviews the Snowmaking bill for accuracy and completeness.
- Reviews AR daily balancing and daily deposit spreadsheets.
- Responsible for Fuel Assistance reporting and annual reconciliations.
- Primary contact for conflict resolution with customers. Escalates complaints to the Business & Communications Manager as appropriate.
- Primary Enterprise System vendor contact for programming requests and resolution of billing system errors and issues.
- In collaboration with Regulatory staff and the Business & Communications Manager, updates Billing Determinants spreadsheet and prepares monthly Efficiency Vermont reconciliation reports and filings.
- In collaboration with Regulatory staff and the Business & Communications Manager, prepares monthly transfer to Town of Stowe for collected Water & Sewer funds, and sends monthly reports to Town Treasurer.
- In collaboration with Regulatory staff and the Business & Communications Manager, assures compliance with all regulations related to customer billing, disconnections, net metering, record retention, and other normal customer care procedures and practices.
- In collaboration with Regulatory staff and the Business & Communications Manager, reviews, updates, and documents internal procedures as needed.
- Demonstrates a comprehensive knowledge of administrative and operational policies and procedures and maintains accessible records of such policies.
- At the direction of IT and in collaboration with other departments, ensures billing system data integrity and accuracy.
- Required availability during utility emergency/outage operations.
- Performs other duties as assigned.

APPENDIX A

QUALIFICATIONS: Must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- Outstanding customer service skills.
- Familiarity with Vermont regulations pertaining to net metering, disconnections, customer information disclosures, and other relevant areas.
- Ability to meet and work with the public and fellow employees and to diffuse dissatisfied customers. Ability to keep a calm demeanor when dealing with upset customers.
- Ability to multi-task and react to changing priorities.
- Ability to effectively present information and respond to questions from customers, employees, executives, regulators, and the general public. Must be able to clearly and concisely express ideas in writing and orally.
- Above average math skills required. Above average ability to define problems, collect data, establish facts and draw valid conclusions.

EDUCATION/EXPERIENCE:

- Associate's degree in business or applicable field preferred.
- Five (5) years of relevant electric utility/customer service experience with progressive responsibility or an equivalent combination of education and experience.
- Knowledge of the administrative functions of a municipal utility, including metering, billing, collections, and outage operations.

SED is an Equal Opportunity Employer.

This confirms that I have read and understand the Lead Customer Service Representative job description and that I further understand this is not an all-inclusive list and is only intended to represent key areas of responsibility.

Employee Signature _____ Date _____

Printed Name _____

Supervisor Signature _____ Date _____

Union Employees - Base Wage Rates 2024 - 2027

Position	Current Hourly Wage 2024	Base Hourly Increase 4/1/2024	Base Hourly Wage Eff 4/1/24 - 3/31/25	Base Hourly Wage Eff 4/1/25 - 3/31/26	Base Hourly Wage Eff 4/1/26 - 3/31/27
Line Foreperson (108% of 1st Class)	\$52.23	8%	\$56.41	\$58.66	\$61.01
Lineman 1st Class	\$49.28	6%	\$52.24	\$54.33	\$56.50
Lineman 2nd Class (83% of 1st Class)	\$40.90	6%	\$43.36	\$45.09	\$46.89
Lineman 3rd Class (73% of 1st Class)	\$35.97	6%	\$38.13	\$39.66	\$41.24
Apprentice (63% of 1st Class)	\$31.05	6%	\$32.91	\$34.23	\$35.59
Tree Crew Foreperson	\$37.00	6%	\$39.22	\$40.79	\$42.42
Tree Crew Journeyperson	\$34.00	6%	\$36.04	\$37.48	\$38.98
Tree Crew Laborer	\$25.00	12%	\$28.00	\$29.12	\$30.28
Utility Inventory & Operations Tech	\$23.00	25%	\$28.75	\$29.90	\$31.10
Administrative Assistant	\$33.13	10%	\$36.44	\$37.90	\$39.42
Lead Customer Service Representative				\$37.31	\$38.80
Billing Clerk	\$29.40	13%	\$33.22	\$34.55	\$35.93
Customer Service Rep.	\$26.18	17%	\$30.63	\$31.86	\$33.13