

**AGREEMENT**

**between**

**THE CITY OF MONTPELIER, VERMONT**

**and**

**LOCAL # 2287, INTERNATIONAL ASSOCIATION**

**OF**

**FIRE FIGHTERS**

**AFL-CIO-CLC**

**EFFECTIVE: July 1, ~~2018~~ 2021 through June 30, ~~2025~~ 21**

**Draft Agreement July 22, 2021**

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## **PREAMBLE**

WHEREAS, the parties desire to increase the general efficiency of the Fire Department, to maintain their existing harmonious relationship, and to promote their morale, rights and well being;

and

WHEREAS, the parties regard persons covered by this Agreement as public employees governed by the highest ideals of honor and integrity in all public and personal conduct, in order that they may merit the respect and confidence of the general public;

THEREFORE, the City of Montpelier, Vermont (the “City”), acting by and through its City Manager, and Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (the “Local” or “Union”), agree as follows:

## **ARTICLE 1 RECOGNITION**

*Section 1.* Persons Covered by this Agreement. In accordance with the certification of the State Labor Relations Board dated January 30, 1974, the City recognizes the Local as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for all full time employees in position of career Firefighters, EMTs, Paramedics and Lieutenants of the Montpelier Fire Department, excluding the Chief, Deputy Chief, Public Safety Administrative Assistant, Part Time Firefighters and/or EMT's, Call Force and all other employees. The term "employee" as used henceforth in this contract refers solely to persons in the bargaining unit covered by this Agreement.

*Section 2.* The City, through its Manager, Mayor, City Council or any City Council Member, will not negotiate with nor make individual agreements with employees or groups of employees covered by this Agreement. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, Mayor, City Council or any City Council Member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

**ARTICLE 2**  
**PAYROLL DEDUCTION OF UNION DUES**

*Section 1.* The City agrees to deduct Union dues, in accordance with the City's payroll schedule, from the pay of all employees in the bargaining unit who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local #2287, as designated in writing to the City by the Union. ~~All employees who are eligible to join the Union, but have elected not to do so shall pay a bi-weekly agency fee equal to Union dues to the Union (beginning upon their date of hire) through payroll deduction to Local 2287 - IAFF.~~ Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted

*Section 2.* In the event the employee does not have any pay for a particular period, or in the event the employee does not have a sufficient sum due him after deductions have been made for taxes, social security, pension, health insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

*Section 3.* The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other form of liability which shall arise out of, or by reason of, action taken by the City in reliance upon payroll deductions, in accordance with authorization cards submitted by the Union to the City.

**ARTICLE 3  
MANAGEMENT RIGHTS**

*Section 1.* Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, Members of the City Council and Fire Chief reserve and retain all rights granted by law and customarily belonging to or exercised by public management.

*Section 2.* Departmental Orders. General Departmental orders or policies issued and signed by either the Fire Chief, Deputy Chief or City Manager, or any changes thereof, shall be posted on the bulletin board for a period of not less than six (6) days so that it shall be accessible to personnel of the department. The original of such general orders or policies, or any changes thereof, shall be kept by the Chief in a binder especially for this purpose, and a copy shall be given to the secretary of the Local Union.

**ARTICLE 4**  
**NON-DISCRIMINATION**

*Section 1.* Neither the City nor the Union shall discriminate against an employee on the basis of race, religion, color, ancestry, national origin, ~~sex~~gender identity, sexual orientation, place of birth, age, political affiliation, or membership or non-membership in the Union, or against a qualified individual with a disability.

*Section 2.* Employee Rights and Representation. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to exercise any and all rights provided them under Chapter 22 of Title 21 of Vermont Statutes Annotated.



**ARTICLE 5  
GRIEVANCE & ARBITRATION PROCEDURE**

*Section 1.* A grievance is any dispute concerning the interpretation or application of this Agreement arising after its effective date, and shall be processed as follows:

*Step 1.* The written grievance will be submitted to the Chief within fifteen (15) days after the Union or the Grievant knew or should reasonably have known of the incident giving rise to the grievance. The Chief shall meet with the Grievant and not more than two (2) Union representatives within three (3) days after receipt of the written grievance, and shall respond in writing to the Union and the Grievant within five (5) days after the meeting.

*Step 2.* The written grievance will be submitted to the City Manager within five (5) days after receipt by the Union of the Step 1 decision of the Chief. The City Manager shall meet with the Grievant and ~~his/her~~their Union representative within five (5) days after receipt of the written grievance, and shall respond in writing within ten (10) days after the meeting.

*Step 3.* If the grievance remains unsettled following the decision of the City Manager at Step 2, the Union, and not any individual employee(s), may demand arbitration. A demand for arbitration is initiated by filing a written notice with the City Manager within twenty (20) days after receipt by the Union of the decision of the City Manager at Step 2. In the event the City Manager fails to provide a written decision at Step 2 within the required time period, the Union may, in its discretion, file a demand for arbitration within twenty (20) days of the date the City Manager's Step 2 decision was due.

If the parties are unable to agree on an Arbitrator, the Arbitrator shall be selected from a panel provided by either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS); the Union in its discretion may

select either AAA or FMCS. The arbitration will be conducted under the rules of the AAA or the FMCS, whichever may be applicable. The cost of the Arbitrator's services and expenses shall be shared equally by the City and the Union. The Arbitrator's decision shall be final and binding on the parties. The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement or any of its provisions, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement.

*Special Provisions for Termination:* No employee will be terminated without first having the opportunity to meet with the Chief and/or the City Manager in order to review and respond to the charges against him/her. A discharge for cause shall be appealed directly to arbitration by filing a demand as provided herein within twenty (20) days of the date of termination.

*Section 2.* A grievance will be deemed waived and settled on the basis of the City's last answer unless the grievance is:

- a. submitted at Step 1 within fifteen (15) days after the Union or the Grievant knew or should have reasonably known of the occurrence or non-occurrence of the incident upon which the grievance is based; and
- b. submitted at Step 2 within five (5) days after receipt of the Step 1 decision of the Chief; and
- c. submitted to arbitration within twenty (20) days after receipt of the Manager's Step 2 decision; or, in the event of a discharge, within twenty (20) days of the termination date. A demand for arbitration shall be made by letter, hand delivered or postage prepaid, addressed to the City Manager and postmarked or delivered by hand within the time limit provided. In the event the parties are unable to agree on the identity of an arbitrator, the parties will cooperate and mutually file a demand for arbitration with either AAA or FMCS, as provided in Section 1 herein. Time limits hereunder may be extended only by mutual written agreement of the parties.

*Section 3.* “Days, or working days” as used in this contract shall mean the days Monday through Friday, inclusive, excluding Saturdays, Sundays and holidays on which City Hall is closed.

*Section 4.* In any case where an individual employee is processing a grievance without Union representation, the Union shall be entitled to attend and to participate at any step of the grievance procedure.

*Section 5.* Union officers, representatives, or Grievance Committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for the time required to discuss and process grievances with the employee or others involved, and to participate in any step in the grievance or arbitration procedure.

## ARTICLE 6

### DISCIPLINE & DISCHARGE

*Section 1.* An employee who has completed ~~his/her~~their probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be expedited through the grievance procedure, and in the case of discharge, submitted in writing at Step 1 within five (5) working days.

*Section 2.* The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

- (a) Act promptly to impose discipline within a reasonable time of the offense;
- (b) Apply discipline with a view toward uniformity and consistency of punishment; and
- (c) Ordinarily employ a procedure of progressive discipline:

First violation	-	Oral warning;
Second violation	-	Written warning;
Third violation	-	Suspension (with written notice);
Fourth violation	-	Discharge.

Nothing in this Section shall prohibit the City from bypassing progressive discipline when just cause requires, or from applying disciplinary action of differing degrees. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the "just cause" standard.

*Section 3.* Disciplinary action will, when practical, be taken privately, and in the presence of the Union Steward.

*Section 4.* A written warning will be removed from the employee's personnel record after two (2) years with no intervening disciplinary action.

*Section 5.* This procedure shall be the exclusive procedure concerning dismissal.

*Section 6.* The Union will cooperate with the City in the administration of discipline.

## **ARTICLE 7 HOURS OF WORK**

*Section 1.* The average workweek for employees shall be forty-two (42) hours. The regular hours of duty for employees shall be 24 hours on duty and 72 hours off duty. New probationary employees as per Article 15 may be assigned a different work schedule for training or evaluation purposes by the Fire Chief. By mutual written agreement, the average workweek and/or regular hours of duty may be changed without re-opening the entire contract.

*Section 2.* The City may change the schedule of hours, modify the cycle, or re-define the work period for up to four employees, some or all of whom may be Officers. These positions shall be called Operations positions. The City does not intend to create Operations Positions by reducing regular shift positions or creating uneven shifts. Vacant Operations Officer positions shall be posted with permanent full time Officers given the first opportunity and preference to fill the positions. Vacant Operations positions shall be posted with employees given the first opportunity and preference to fill the positions. In the event that no employee applies, such vacancies may be filled by employees in reverse order of departmental seniority or these vacancies may be posted for individuals employed part time and/or the general public. The City reserves the right to assign Officers to any Operations officer positions in reverse order of departmental seniority. These full time employee positions shall have written job descriptions reflecting their specific duties, responsibilities and evaluation criteria.

*Section 3.* In the event of any emergency situation, fire or ambulance related, requiring members to work beyond the end of their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

*Section 4.* Positions are defined as follows:

(a) Full Time Firefighter/EMT's, Lieutenants: Employees in the bargaining unit who have specialized skills in firefighting and emergency medical services. Employees shall be certified and trained as specified in this agreement. Their primary function is to provide fire suppression, protection, prevention, education, rescue and emergency medical services for the City of Montpelier. Lieutenant positions are considered Officers.

(b) Full Time Firefighter/Paramedics, Lieutenants: Employees in the bargaining unit who have specialized skills in firefighting and paramedic services. Employees shall be certified and trained as specified in this agreement. Their primary function is to provide fire suppression, protection, prevention, education, rescue and paramedic services for the City of Montpelier. Lieutenant positions are considered Officers

(c) Part Time Firefighter/EMT's: Individuals outside of the bargaining unit who hold part time status and who are certified and trained as specified in this Agreement. These individuals may be used for call back and shift coverage consistent with all provisions of this agreement as well as ambulance transfers. Part time Firefighters/EMT's may be used to fill in for Full Time Firefighters/EMT's due to injury, illness or vacancy for up to 60 days. This time may be extended by mutual agreement of the City and Union. The city intends to utilize individuals employed part time to supplement the full time force. The City does not intend to replace full time positions with part time positions.

(c) Part Time Firefighter/Paramedics: Individuals outside of the bargaining unit who hold part time status and who are certified and trained as specified in this Agreement. These individuals may be used for call back and shift coverage consistent with all provisions of this agreement as well as ambulance transfers. Part time Firefighters/Paramedics may be used to fill in for Full Time Firefighters/EMT's/Paramedics due to injury, illness or vacancy for up to 60 days. This time may be extended by mutual agreement of the City and Union. The city intends to utilize individuals employed part time to supplement the full time force. The City does not intend to replace full time positions with part time positions.

(d) Part-time EMT's: Individuals employed Part Time, Individuals outside of the bargaining unit who may be used for ambulance calls and transfers, and such other bargaining unit work as may be appropriate given their certification and training.

(e) Part-time Paramedics: Individuals employed Part Time, Individuals outside of the bargaining unit who may be used for ambulance calls and transfers, and such other bargaining unit work as may be appropriate given their certification and training.

*Section 5. Exchange Time.* The Fire Chief or ~~his/her~~their designee may grant the request of any two employees to exchange tours of duty or substitute for one another during assigned shifts (subject to the provisions of the Fair Labor Standards Act) provided each employee is qualified to perform the other's duties. All employees will be required to state, in writing, the reason for exchanging time when it will be for twenty-four (24) hours or more. Advance notice of any such exchange must be given to the Fire Chief or ~~his/her~~their designee. Notice may be provided up to three (3) months in advance of the requested exchange. Individuals who participate in a shift change shall be responsible for all duties required on the new shift as if originally scheduled.

Section 6. Daylight Savings Time. Employees will be paid for a full shift on the day that clocks are moved forward. Employees will be paid for an additional hour on the day that clocks are moved backwards.

**ARTICLE 8**  
**OVERTIME and CALLBACK**

*Section 1.* In the event an employee is called in for overtime, the employee shall be paid at time and one-half his hourly rate. An employee who is called in shall receive a minimum of one hour's pay at overtime rates for calls starting between 0700 hours and 2059 hours and a minimum of two hours for calls starting between 2100 hours and 0659 hours. If the employee who has been called in is subject to another call during the minimum callback period, then such work will be treated as a continuation of the original call-in period. The minimum call back period will conclude when all vehicles and duty personnel are back in service. Time worked to the applicable minimum call-in period will be rounded off to the next higher half-hour, as for example:

1 hour, 10 minutes	=	1.5 hours
1 hours, 35 minutes	=	2 hours
2 hours, 12 minutes	=	2.5 hours

*Section 2.* In the event an employee is called in to work an overtime shift starting at 0800 hours and ending at 1800 hours, or starting at 1800 hours and ending at 0800 hours, said employee shall be paid at their overtime rate.

*Section 3.* Every effort shall be made to distribute scheduled overtime work on an equitable basis throughout the year. Scheduled overtime is defined as a work opportunity resulting from an employee's absence due to vacation time, sick time, illness or injury time, school coverage, leave of absence or bereavement leave. An overtime/callback roster and procedure shall be developed by the Fire Chief after meeting and conferring with the Union. The Fire Chief will post the overtime/callback roster and procedure. Employees shall have first option for overtime work in accordance with the callback rotation system, with employees having priority over individuals employed part time. Individuals employed part time may be used to fill



in for employees who are out on vacation time, sick time, work related injury, schools, bereavement leave or hourly and shift coverage by being placed into the department call back rotation systems after all employees consistent with department policy. To be placed into the rotation systems to fill in for employees, the individuals employed Part Time must be Vermont State Certified Firefighter, Vermont State Certified Emergency Medical Technician or Paramedic and duly trained as determined by the Fire Chief. All employees who report to work in response to a callback shall be paid from the time the incident is officially logged.

## **ARTICLE 9 WORK CLAUSE**

*Section 1.* All employees shall participate in housekeeping, maintenance, repair work, and other job-related duties customarily required in the Department. All duties referred to in this Section shall be apportioned fairly and equitably.

*Section 2.* "Maintenance" and "repair work" as mentioned in Section 1 is defined as regular or routine maintenance and repairs to Fire Department buildings and equipment. Such instances are those where in the judgment of the Chief no special instruction, skill, equipment or materials are needed; provided, however, that regular Fire Department employees shall not be required to repair roofs, install showers, lavatories or sinks, perform cement work or carpenter work, or clean boilers.

*Section 3.* Employees shall be required to complete all paperwork required by the State, Federal, or City government and/or the Fire Chief and/or Deputy Fire Chief.

*Section 4.* Each employee must possess or attain a current State of Vermont Emergency Medical Technician Registry Certification or Paramedic certification and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a Firefighters Certification issued by the State of Vermont, and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a valid State of Vermont driver's license, and maintain a valid license while employed by the Montpelier Fire and Ambulance Department. Graduation from high school or vocational school, or equivalency degree is required for all new employees after July 1, 1996.

*Section 5.* Individuals employed part time shall be required to maintain the above certifications if relevant to the duties they are expected to perform. (ex. - ambulance personnel

must maintain EMT certification, fire fighting personnel must maintain Firefighters certification.,  
paramedics must maintain paramedic certification.)

## ARTICLE 10

### HOLIDAYS

*Section 1.* The following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
<del>Town Meeting Day</del>	<del>First Tuesday in March</del>
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Bennington Battle Day	August 16
Labor Day	First Monday in September
<del>Columbus-Indigenous People's</del> Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

*Section 2.* Holiday pay for each holiday will be computed at 8.4 (hours) times the applicable hourly rate in effect on the date of the holiday. Holiday pay will be paid during the pay period that the holiday occurs. Employees scheduled to work during the 24 hours of the holiday will be paid time and a half for the hours actually worked in addition to holiday pay

*Section 3.* In the event of an employee's death, the employee's accrued holiday pay will be paid to the employee's designated beneficiary.

*Section 4.* Notwithstanding anything contained in this Agreement, in no event shall an employee on unpaid leave status, or who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, receive pay for any holiday occurring during the time the employee receives short-term disability income insurance benefits.

## **ARTICLE 11 VACATIONS**

*Section 1.* Each employee shall be entitled to vacation time (one vacation day = 8.4 hours).

(a) An employee with six months or less City seniority at the time of the employee's appointment in the Fire Department shall not accumulate nor use vacation days during the employee's first six months of employment with the Department.

(b) Upon the attainment of six months Departmental Seniority by such employee, the employee shall be credited with 50.4 vacation hours.

(c) After attaining six months of Departmental Seniority, the employee shall accrue vacation days as follows:

- (1) An employee with more than six months but fewer than seven years of City Seniority shall accrue vacation time at the rate of eight and four tenths (8.4) vacation hours per month of employment with the Department. Total accumulation may not exceed two hundred-ten (210) vacation hours.
- (2) An employee with seven or more years but fewer than fourteen years of City Seniority shall accrue vacation time at the rate of Twelve and six tenths (12.6) vacation hours per month of employment with the Department. Total accumulation may not exceed Two hundred fifty-two (252) vacation hours.
- (3) An employee with fourteen or more years of City Seniority shall accrue vacation time at the rate of sixteen and eight tenths (16.8) vacation hours per month of employment with the Department. Total accumulation may not exceed-Two hundred ninety-four (294) vacation hours.

(4) Employees in Operations positions shall accrue additional vacation time at the rate of two (2) hours per month. This time shall only accrue during time periods that employees are assigned to Operations schedules.

(d) A City employee with more than six months City Seniority who is appointed to a full-time job or position in the Fire Department shall accrue vacation time in accordance with 2(a), 2(b), 2(c) and 2(d) above, but shall not use vacation time until the employee attains six months of Departmental Seniority.

(e) In the event that a City employee who is employed outside the Fire Department is appointed to a full-time job or position in the Fire Department, the City may determine that the employee is entitled to transfer accumulated hours of vacation time. The terms and provisions of this Agreement shall not be applicable in determining the employee's right to transfer accumulated vacation hours or the number of hours, if any, to be transferred.

*Section 2.* Vacation leave shall be time off with regular weekly straight time pay, except that in extraordinary circumstances as determined by the Chief, an employee may continue to work and vacation days shall be paid in cash at straight time.

*Section 3.* The City reserves the right to schedule vacations in such a manner throughout the year as to avoid overtime pay, and every effort will be made to accommodate the wishes of the employee in scheduling vacations during the summer months. ~~The Union's Executive Board will meet with the Chief to discuss vacation schedules.~~ Subject to the operating needs of the Department as determined by the Chief, vacation selection shall be by Departmental Seniority. The City will not limit vacation schedules to one month or a series of months during any one year.

*Section 4.* Notwithstanding anything contained in this Agreement, in no event shall an employee who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, accrue vacation time for any month during which the employee receives short-term disability income insurance benefits for the entire month.

*Section 5.* An employee whose employment is terminated other than for dismissal for cause and who gives two weeks' notice to the Chief shall receive pay for this unused vacation time.

*Section 6.* In the event of an employee's death, the employee's designated beneficiary shall receive the employee's pay for the employee's accrued vacation time.

*Section 7.* In addition to vacation time, up to eight (8) hours per calendar year for incidental leave may be granted to employees. Incidental leave will not accumulate from one year to another. The Chief shall have full discretion whether to use call back time to fill the absence caused by incidental leave.

*Section 8.* Employees with over 200 hours of accumulated vacation hours will be offered the opportunity to cash in up to ~~24-48~~ hours of vacation time ~~twice-quarterly~~ during each calendar year (~~first day in May and first day in November~~). ~~Payment shall be made during the first pay periods of May and November. Employees must notify the Finance Department by April 1 or October 1 if they wish to cash in vacation time during the following month. The following dates will be notification deadlines for the quarterly vacation buy back option – January 1, April 1, July 1, and October 1. Vacation buy back will be paid in the pay period that follows the deadline dates unless that pay period contains holiday pay. In such cases, the vacation buy back will be paid in the pay period after.~~

**ARTICLE 12**  
**SICK LEAVE, WORK-RELATED LEAVE**  
**AND DISABILITY INCOME INSURANCE**

*Section 1.* Paid sick leave shall accrue at the rate of one (1) day (~~8.410~~ hours) for each calendar month in which an employee actually works five (5) or more tours of duty or three weeks if assigned to a Special Projects schedule. Vacation time shall be considered as time actually worked for the purpose of this Section. Unused sick leave may accumulate from year to year up to the total accumulation amount allowed (1,008 hours). Employees with accumulated sick leave in excess of 1,008 hours on July 1, 2008 will be allowed to retain their existing sick leave and accumulation schedule.

*Section 2.* The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law. Any leave taken under the provisions of this agreement will run concurrent with the statutory leave available under state or federal law.

An employee on sick leave shall be paid from accumulated paid sick leave, or short-term disability income insurance if eligible in accordance with Section 6 of this Article, or a combination of the two in accordance with Section 6 of this Article. No other leave may be used by an employee during the employee's illness or disability, except that the employee may use accumulated vacation time to receive pay if the employee has no paid sick leave balance and is not receiving short-term disability income insurance benefits. Vacation time so used shall be considered as sick leave.

*Section 3.* Employees absent for the reasons set forth in Section 2 shall report such absence to the Chief immediately, together with the reason for the absence. A doctor's certificate may be required by the Chief in any instance of absence and such a certificate shall be expected for absences in excess of three (3) consecutive tours of duty.



*Section 4.* Accumulated and unused sick leave shall not be payable on termination of employment.

*Section 5.* Work-related Injury Leave. In the case of job-related injury or illness, the City will pay the difference between the employee's base weekly salary from the employee's available sick leave, less the amount of Worker's Compensation received, for a period not to exceed ninety (90) calendar days.

*Section 6.* Short-term Disability Income Insurance.

(a) The City will provide, at total cost to the City, Short-term (6 months) Disability Income Insurance for the employees of the Fire Department. The maximum weekly benefits payable under this insurance program are sixty-six and two-thirds (66 2/3%) percent of the employee's base weekly salary or wage. All determinations of eligibility will be made by the disability insurance carrier in accordance with the terms of the STD plan.

(b) Paid sick leave may be used to supplement the maximum weekly benefits under this insurance program up to a total (paid sick leave and maximum weekly benefits) of 100% of the employee's base weekly wage.

(c) An employee who is medically unable to work, believes himself or herself to be eligible for short-term disability income insurance benefits, and has applied for such benefits but has not received the first disability income insurance payment from the insurance carrier, shall be permitted to use the employee's accumulated paid sick leave in accordance with the provisions of this Article from the date of application until such date as a determination regarding eligibility is made by the insurance carrier.

(d) An employee whose claim for short term disability insurance has been accepted shall, upon receipt of payment for said benefits, reimburse the City for two-thirds (2/3) of any paid sick leave used during such period of time by paying to the City a

sum equal to two-thirds of the value of the paid sick leave used during such time. Upon payment to the City of the aforesaid sum, the City will credit the employee's accumulated paid sick leave account with two-thirds of the paid sick leave used by the employee during such time, and make any necessary adjustments to payroll records. In lieu of making such payment to the City, the employee may authorize the City to deduct the aforesaid sum from any holiday pay due the employee or from the employee's accumulated vacation leave, if any. The employee shall pay the aforesaid sum to the City, or authorize the City to deduct the aforesaid sum from the employee's holiday pay or accumulated vacation leave on or before the date of the employee's return to full-time employment or voluntary or involuntary termination of employment with the Fire Department, whichever first occurs.

(e) For purposes of this Agreement, an employee shall be deemed to be receiving short-term disability income insurance benefits during the period of time for which the insurance carrier pays short-term disability income insurance benefits.

(f) An employee, unable to work due to illness or injury for a period of time as determined by the short term disability insurance policy in place at the time of the claim, shall apply for short-term disability income insurance benefits. An employee who does not apply for short-term disability income insurance benefits is not be eligible for, and may not use, any paid leave under this Agreement until such time as the employee applies for short-term disability income insurance benefits, in which event the employee may use the employee's accumulated sick leave as herein before provided in (b) and (c).

(g) The City shall notify the employee and the Union, in a timely manner, of the employee's obligation to apply for short-term disability insurance, and will provide all necessary forms to apply for short-term disability coverage.

*Section 7. Long Term Disability Insurance.* The City shall provide Long Term Disability Income Insurance for the employees of the Fire Department. Paid sick leave may not be used to supplement the maximum weekly benefits under this insurance program. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan.

*Section 8. Right to Select Carriers.* The benefits provided in Sections 6 and 7 -herein shall be provided either through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, so long as the level of benefits shall remain substantially the same.

*Section 9. Military Leave.* ~~Permanent full-time employees will be entitled to two weeks' annual encampment leave with pay for duty with the reserve components of the Armed Forces of the United States or the Vermont National Guard. Such leave shall in no way affect annual vacation leave. Full-time employees who are required to attend tours of active duty or mandatory training shall suffer no loss of pay for an amount of time not to exceed 280 hrs. per calendar year. Employees so required to serve a military obligation must supply the Fire Administration with the necessary orders. Hours can be used to cover service obligation and or partial shifts directly before or after the service obligation. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave, or other benefits.~~

Military leave of absence without pay shall be granted to any full-time employee called to active duty with the State or Federal forces for a temporary or extended tour of duty. In the event the employee is called up to active duty, the City will maintain health insurance benefits until an employee has successfully transferred into U.S. Military health insurance program.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

*Section 1.* Paid bereavement leave shall be granted for a death in the immediate family (parent, spouse, civil union partner, mother/father in-law, brothers, sisters, children, grandparents, or relative living in the household), in accordance with the following schedule:

Employee's or spouse's/civil union partner's immediate family: Not to exceed two (2) tours of duty.

*Section 2.* Paid bereavement leave not exceeding one (1) tour of duty in any instance may be granted by the Chief in appropriate cases. This time may be added to the leave granted in unusual cases at the Chief's discretion.

*Section 3.* For the purposes of this Article, one tour of duty shall be twenty-four (24) hours.

For employees in Special Projects positions, Bereavement Leave shall be awarded for up to forty-two (42) hours.

**ARTICLE 14**  
**LEAVE OF ABSENCE**

A written request for leave of absence without pay or benefits and with City and Departmental Seniority accruing, directed to the Chief, may be granted by the Chief, with the approval of the Manager, for up to one (1) year.

The employee may pay the total cost of ~~his/her~~their health insurance through the City at ~~his/her~~their discretion while on approved leave of absence.

Employees who are eligible for leave under the Family and Medical Leave Act will receive all benefits due under the Act.

## **ARTICLE 15**

### **PROBATIONARY PERIOD**

Section 1. The probationary period for new employees as of the signing date of this agreement shall be twelve (12) months. The probationary period may be extended by the Chief for an additional six (6) months, provided the employee has been evaluated and given written notice of the reason for the extension prior to the expiration of the initial twelve (12) month period. During the employee's probationary period, the employee may be disciplined, discharged, laid off or otherwise terminated at the sole discretion of the City at any time and neither the reason for nor the disciplinary action, discharge, lay off or termination may be the subject of a grievance. . The probationary period for Full Time Firefighters promoted to Lieutenant/Assistant Chief positions shall be six (6) months.

Employees who have not completed their probationary periods before accepting positions outside of the bargaining unit will not carry forward any seniority and will have no automatic rights of return to their previous position and, if they do return, shall be considered new employees with new start dates for the purposes of calculating seniority, probationary period, leave accumulation and other benefits specified in this agreement.

Section 2. The probationary period for full time Firefighter/EMTs or Firefighter/Paramedics promoted to Lieutenant positions shall be six (6) months. The probationary period may be extended by the Chief for an additional three (3) months provided the employee has been evaluated and given written notice if the reason for the extension prior to the expiration of the initial six (6) month period. During the probationary period the employee may be disciplined in accordance with the procedures set forth in this contract. If, at the end of the six (6) or nine (9) month period, the employee cannot successfully complete the probation, they will be returned to their previous rank and/or position held prior to the promotion.

## **ARTICLE 16 SENIORITY**

### *Section 1. Definitions.*

(a) City Seniority. City Seniority shall mean length of continuous service in a full-time position with the City since the last date of hire by the City.

(b) Departmental Seniority. Departmental Seniority shall mean length of continuous service in a full-time position with the Department since the last date of appointment to a full-time position in the Fire Department, except that any break in continuous service with the Department which occurred prior to January 1, 1988, will not be considered when determining Departmental Seniority so long as the employee maintained City Seniority during that break.

(c) Seniority shall mean City Seniority unless specifically designated as Departmental Seniority.

Employees will be placed on a City Seniority and a Departmental Seniority list upon completion of the probationary period, retroactive to date of hire.

*Section 2. Posting of List.* Periodically, and not less than once each year, the Department shall post on all bulletin boards a City and Departmental Seniority and sick leave list showing the continuous service of each employee. A copy of the list shall be furnished to the Local secretary when it is posted.

*Section 3.* An employee's continuous service record for City Seniority shall be broken by voluntary resignation from City employment, discharge for just cause, layoff in excess of 24 months, and retirement.

An employee's continuous service record for Departmental Seniority shall be broken by any break in City Seniority set forth above. In addition, an employee's continuous service record for Departmental Seniority shall be broken by permanent transfer to a City job or position outside the Fire Department.

An employee's continuous service record for City and Departmental Seniority shall not be broken by vacation, sick leave, injury leave, suspension, any authorized leave of absence, or call to military service. City and Departmental Seniority shall continue to accrue during such periods.

*Section 4.* In the event of a reduction in force, layoff shall be in inverse order of Departmental Seniority. Any recall shall be by Departmental Seniority. Probationary employees will be laid off first in any instance. A recall opportunity will include time for the employee to give two (2) weeks' notice to any employer for whom he may have been working during the layoff period.



**ARTICLE 17**  
**PROMOTIONAL VACANCIES**

In the event a vacancy occurs within the Department in a position of greater responsibility, a notice of such vacancy shall be posted by the Chief in a conspicuous place within the Department for a period of ten (10) days. The position shall be filled by competitive examination conducted by an impartial examiner or examiners selected by the City after working jointly with the Union. Any such examination shall be either in writing or oral or both, upon such matter that will further test the knowledge and aptitude of the applicant for the requirements of the position to be filled.

During the term of this Agreement, the City and the Union will continue to work together on a new departmental policy governing promotions within the bargaining unit.

## **ARTICLE 18 EMPLOYEE CONDUCT**

*Section 1. Outside Employment.* An employee shall notify the Chief within a reasonable time prior to beginning any outside employment.

*Section 2. Pecuniary Interests.* No employee of the City shall have any financial interest in or profit from any contract, service, purchase, sale, or work performed by the City; nor shall any employee solicit, receive, or agree to receive any compensation, gift, reward, or gratuity from any source except the City of Montpelier for any matter or proceeding connected with or related to the duties of such employee unless otherwise provided for by law.

*Section 3. Duties and Responsibilities.* Every employee shall fulfill, the best of his/her/their ability, the duties and responsibilities of his/her/their position. He/she shall, during his/her/their hours of duty and subject to such other laws, rules and regulations that pertain thereto, devote his/her/their full time, attention and efforts to his/her/their office and employment. He/she shall not use his/her/their position to secure special privileges or exemptions for himself/herself or others. He/she shall not use City property or equipment for his/her/their private use or for any use other than that which serves the public interest, except with the approval of the Chief.

*Section 4. Confidential Information.* An employee shall not disclose confidential information gained by him/her by reason of his/her/their official position except as authorized or required by law, nor shall he/she otherwise use such information for his/her/their personal gain or benefit.

**ARTICLE 19**  
**PERSONNEL/TRAINING FILES**

*Section 1.* No adverse information shall be placed in an employee's personnel/training file unless the employee is so informed at the time and is furnished with a copy. An employee shall have the right to submit a written comment to be included in his personnel/training file.

*Section 2.* An employee shall have the right to inspect material (other than pre-employment material) in ~~his/her~~their personnel/training file during normal business hours, by appointment with the City's Human Resources Manager who is custodian of the files. An employee shall be furnished a copy of such material upon ~~his/her~~their request.

*Section 3.* Training Files may be instituted by the Department Head or ~~his/her~~their custodian. Any and all materials within these files must strictly pertain to training and certification and are to be copies of originals only. An employee may request at any time during the working day that does not interfere- with essential departmental functions to review ~~his/her~~their personnel/training file by request to the custodian of the files.

## ARTICLE 20 COMPENSATION

*Section 1. Cost of Living Adjustment:*

Effective July 1, 2021 -0.00%

Effective July 1, 2022 2.25%

Effective July 1, 2023 2.50%

Effective July 1, 2024 2.75%

See attached pay scales in Appendix A (~~need to add the paramedic scale~~)

*Section 2. Officer for Officer Coverage.* When an Officer is out because of vacation, illness, disability, or other approved absence, another Officer will fill the vacancy when another Officer is available.

In the event that no Officer is available to fill in the above vacancy, then the city may use an employee who has previously qualified for such consideration. Employees will be paid a 5% premium (based on their present hourly wage) during the time they serve as an acting officer.

*Section 3. Step-Rate Increases.* During the term of this Agreement, the employees covered by this Agreement and eligible for step-rate increases shall be paid step increases at the rate of five percent (5%) increments between steps computed upon the base pay of the employee, in accordance with the following schedule and contingencies. Employees will be eligible for eight (8) steps.

(a) Initial appointment shall be at Step I for the particular position, unless the applicant has unusual training or background.

(b) Increases to Step II will take place after the employee has successfully completed his probationary period as demonstrated by written evaluation. Firefighters must have successfully obtained EMT-B and Firefighter I certification. ~~Officers must~~

~~have successfully maintained AEMT and obtained Firefighter II certification.~~ Paramedics must have successfully maintained paramedic certification.

(c) Increases to Step III may take place after the employee has served one (1) year at Step II, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-B and Firefighter I certification. ~~Officers must have successfully maintained AEMT and Firefighter II certification.~~ Paramedics must have successfully maintained paramedic certification.

(d) Increases to Step IV may take place after the employee has served one (1) year in Step III, based on satisfactory evaluation. Firefighters must have successfully maintained Firefighter I certification and obtained AEMT- certification. The initial step for Officers will be step IV. Officers must have successfully obtained and maintained AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(e) Increases to Step V may take place after the employee has served one (1) year at Step IV, based on satisfactory evaluation. Firefighters must have successfully maintained AEMT and Firefighter I certification. Officers must have successfully maintained AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(f) Increases to Step VI may take place after the employee has served two (2) years in Step V, based on satisfactory evaluation. Firefighters must have successfully maintained AEMT and Firefighter I certification. Officers must have successfully maintained AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(g) Increases to Step VII may take place after the employee has served two (2) years in Step VI, based on satisfactory evaluation. Firefighters must have successfully

maintained AEMT and Firefighter I certification. Officers must have successfully maintained AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(h) Increases to Step VIII may take place after the employee has served two (2) years in Step VII, based on satisfactory evaluation. Employee must have successfully maintained AEMT and obtained Firefighter II certification. Officers must successfully maintain AEMT and obtain Fire Officer I certification or successfully complete two National Fire Academy classes which have been approved by the Fire Chief. . Paramedics must have successfully maintained paramedic certification.

(i) Increases to Step IX may take place after the employee has served two (2) years in Step VIII, based on satisfactory evaluation. Employee must have successfully maintained EMTA, obtained Firefighter II certification and obtained Fire Instructor certification. Officers must maintain EMTA and obtain Fire Officer II certification. Paramedics must have successfully maintained paramedic certification.

~~(j) Officer Dana Huoppi will be permitted to remain in Step VIII without the Fire Officer I Certification.~~

(k) Upon specific recommendation of the Fire Chief and approval of the City Manager, an employee who has reached Step V or higher may be advanced one step after a one year period. In the event an employee fails to maintain required certification level for a specific step, they will be immediately moved down to the appropriate step which reflects their now current level of certification. Upon re-obtaining the necessary certification, they will be moved back to their prior pay step. In the event an injury leave or circumstances beyond the employees control prevent timely recertification, the Chief may authorize the employee to remain at their current step as long as the employee is taking all necessary steps toward obtaining recertification. In the event -an employee receives an unsatisfactory evaluation resulting in denial of a step increase, the employee

shall be re-evaluated within six months of the unsatisfactory evaluation, and will receive the Step increase if performance has improved to a satisfactory level. The evaluation system, procedure and criteria shall be consistent with job descriptions and developed by the Fire Chief after meeting and conferring with the Union.

*Section 4.* In addition to the evaluation system described above, the City may evaluate the job performance of each employee in such intervals and form as the City deems necessary and appropriate but in no case less than once per year.

*Section 5.* It is the intent of the parties that, over a long period of time, all employees will be Firefighter/Paramedics. The parties agree to work together to establish necessary requirements and protocols as the Paramedic program grows. The parties further agree to re-open this contract by mutual consent for the sole provision of addressing such requirements if necessary. Paramedic Certification required course shall be paid by the City as a reimbursement. (Ex. ACLS, PALS, BLS/CPR).

If the City pays for a paramedic course, the employee will be allowed time off (as work time) and shift coverage for all classroom sessions will be provided. Clinical rotations will be scheduled around normal working shifts (some reasonable exceptions could be made possible). The employee will be paid straight time for all clinical hours and class time. In this instance, the employee will remain working with the city for at least three (3) years after the conclusion of the program and successful certification. If the employee leaves before three (3) years, they shall repay the city for direct cost of course and any shift coverage that was provided.

If the employee pays for the paramedic course, they will be allowed time off (as work time) and shift coverage for all classroom sessions will be provided. Clinical rotations will be scheduled around normal working shifts (some reasonable exceptions could be made possible). The employee will be paid straight time for all clinical hours and class time. In this instance, the employee will remain working with the city for at least one (1) years after the conclusion of the

program and successful certification. If the employee leaves before one (1) year, they shall repay the city for any shift coverage that was provided.

Section 6. Beginning July 1, 2022, employees who have earned degrees shall be paid an annual stipend as follows:

<u>Associates Degree</u>	<u>\$500</u>
<u>Bachelors Degree</u>	<u>\$750</u>
<u>Masters Degree</u>	<u>\$1,000</u>



## **ARTICLE 21 INSURANCE**

*Section 1. Hospital & Medical Insurance.* The City will continue to provide Hospital and Medical Benefits, as well as Major Medical Benefits, to all employees covered by this Agreement. The employees covered by this agreement shall be offered the same Health Insurance plans and coverages provided to City Personnel Plan employees at the same cost or contribution levels as Personnel Plan employees.

*Section 2. Life Insurance.* The City will continue to provide life and accidental death and dismemberment insurance for all permanent employees who work more than 20 hours per week in accordance with the following: \$1,000 of coverage for each \$1,000 of basic annual earnings, rounded off to the nearest thousand dollars.

*Section 3. Dental Insurance.* The City will provide dental insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

*Section 4. Other Coverage.* The City will continue to provide individual liability and other special coverage to the extent provided immediately prior to the effective date of this Agreement.

*Section 5.* The benefits provided for in Section 1, 2, 3 and 4 herein shall be provided through a self-insured plan or under group or other insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, provided the level of benefits shall remain substantially the same.

*Section 6. Section 125 Plan.* The City- may provide a Section 125 in accordance with all Federal and State laws.

**ARTICLE 22**  
**LABOR-MANAGEMENT COMMUNICATIONS**

The Union's Executive Board shall meet periodically with the Chief to discuss professional matters of mutual concern.

**ARTICLE 23**  
**OUTSIDE DETAILS**

*Section 1.* Definition: Outside Detail is an outside assignment in fire or ambulance related activities, or a special detail through the Montpelier Fire and Ambulance Department which has been accepted by the Fire Chief. All outside details will be paid at an employee's overtime rate of pay.

*Section 2.* An employee who works for an outside detail shall be paid at their time and half rate with a four (4) hour minimum guarantee. The City reserves the right to charge an outside employer more than the hourly paid detail rate which the employee receives through the City's payroll system.

*Section 3.* Volunteers will be sought for outside details prior to assigning employees to work. Notice of approved details shall be posted as they become known, in a designated location at the Fire Department signed and dated for approval by the Chief or ~~his/her~~their designee.

- (a) The opportunity for work on outside details shall be offered to employees on a-rotating basis without consideration to rank, seniority or days off. All Employees individuals employed -Part Time and Call Force personnel are eligible. Employees shall have preference over non-bargaining unit employees.
- (b) Fire and/or- Ambulance personnel working the detail shall wear the approved Fire Department uniform.
- (c) The Chief reserves the right to remove an Employee from the outside detail whose work on such details impairs ~~his/her~~their ability to perform regularly scheduled Fire Fighter work.
- (d) No Fire Fighter off duty shall be required or ordered in to fill a vacancy for private jobs.

**ARTICLE 24**  
**MISCELLANEOUS**

*Section 1.* Each employee shall be furnished a copy of this Agreement. Copies shall be made available to new employees upon hire. The Union and the City shall share equally the cost of printing or duplicating this Agreement.

*Section 2.* The members of the Local's Negotiating Committee, not to exceed three (3), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and Local for the purpose of negotiating the terms of a working agreement, or supplements thereto.

*Section 3.* Local Union officers and shift representatives shall be permitted to discuss official Local Union business with:

- (a) Employees during work, provided such discussion does not interfere with departmental business;
- (b) The Chief of the Fire Department, at all mutually convenient times.

*Section 4.* The Union will hold its monthly Union meeting in the Fire Station in a location approved previously by the Fire Chief.

Should the Executive Board of the Local call any special meeting of the Local other than the regularly scheduled monthly meeting, the City agrees that this meeting may also be held in the Fire Station in accordance with the preceding paragraph.

*Section -5.* Bulletin board space will be provided for routine Union announcements.

*Section- 6.* Union representatives will be granted access to the premises for individual discussion of grievances with employees, provided that work is not interfered with, and provided that the Fire Chief is notified of his/her/their presence in advance.

*Section 7.* Should any provision of this Agreement be held to violate a federal or state law, all other provisions shall remain in force. Should any provision of this Agreement conflict with the City Charter or any City Ordinance this Agreement shall prevail to the extent permitted by law. If such law, the City Charter or City Ordinance is held to prevail, the Manager and the Union will cooperate in seeking an amendment to the Charter, such ordinance, or this Agreement in order to give effect to this Agreement, and all other provisions shall remain in force.

Employees are subject to all other non-conflicting ordinances or charter provisions.-The provisions of this Agreement shall be deemed to supersede any conflicting provision in the City Employees Personnel Plan. Employees covered by this Agreement shall not be covered by said plan except as specifically provided in this Agreement. Nothing in this Section is intended to waive the Union's right to demand to bargain future changes made by the City that impact mandatory subjects of bargaining.

*Section 8. Stability of Agreement.*

(a) No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto, unless made and executed in writing by said parties.

(b) The failure of the City or the Local to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Local to future performance of any such term or provision, and the obligations of the Local and the City to such future performance shall continue in full force and effect.

(c) Ceding Authority. During the life of this agreement, the Parties agree that the City Council may vote to cede its authority as an employer over any class of employees covered by this Agreement to the Central Vermont Public Safety Authority (CVPSA). If, during the life of this agreement, the City cedes its appointing authority over any class of employees covered by this agreement to the CVPSA, the Parties agree that the provisions of this Agreement shall apply until such time as the CVPSA negotiates a new collective bargaining agreement with the

representative of the employees. The parties further agree that IAFF reserves its rights to act as the sole representative for the newly consolidated bargaining unit, and such consolidation will not change, impact or diminish those rights as outlined in this agreement of under all applicable laws.

*Section 9. Joint Health and Safety.* The Union's Executive Board shall meet with the Chief periodically to discuss VOSHA requirements and opportunities to prevent or correct problems of health, safety and sanitation affecting employees in the performance of duty.

*Section 10. Meal Allowance.* The City will provide coffee, milk and sugar as a meal allowance hereunder.

*Section 11.* All persons covered by this Agreement shall be bound by this Agreement.

*Section 12.* Mileage for attending school or on official City business as authorized by the Chief, will be paid at the rate established by the City based on the annual IRS determination. Meals, while attending school, will be paid as authorized by the Chief.

## **ARTICLE 25**

### **UNIFORM & PROTECTIVE CLOTHING**

Any person entering upon employment as a full time employee with the City of Montpelier Fire Department shall be provided with the following items of uniform and protective clothing:

- (a) One (1) new full-dress uniform.
- (b) Four (4) work shirts.
- (c) Four (4) pair work pants.
- (d) One Fire Department all-purpose coat and one ambulance summer coat.
- (e) One (1) fire coat, one (1) fire helmet, one (1) pair night boots, one (1) pair night hitch pants, one (1) pair fire gloves.
- (f) One (1) new pair station work shoes.

Employees shall be provided:

Work shoes by the City to be worn on duty and shall be replaced on an as-needed basis with prior approval of the Fire Chief.

Two work shirts and two pair of work pants to each permanent Fire Fighter each year, no later than October 1 during the life of this contract.

In addition, the City shall replace any item of clothing when necessary, and pay the cost of cleaning, pressing and mending repairs in accordance with a schedule of procedures to be established with the Fire Chief.

The parties agree to work cooperatively to update and change this Article. Any such changes may be added to this agreement by mutual consent of the parties without opening any other contract provisions.

The City will not provide a linen service. Employees will be paid an annual stipend of \$500 for bedding related expenses

**ARTICLE 26**  
**MEDICAL EXAMINATION**

*Section 1.* All new employees shall be required to pass a pre employment -NFPA 1001 certified medical examination including cardio-pulmonary evaluation, respiratory assessment and stress test if recommended by physician. All new employees shall be required to pass a pre employment functional firefighter/EMT evaluation as determined by the Fire Chief.

*Section 2.* Annual Medical Examination.

(a) The City may require each employee to submit to a medical examination each fiscal year for the purpose of public safety and fitness in performing the employee's duties. In such event, the employee may select a medical doctor of the employee's choice, duly licensed in the State of Vermont, to perform the annual medical examination within a reasonable time. The cost of such examination shall be paid by the City.

The City shall notify the union of the need for an examination, and the employee shall be paid at the employee's straight-time rate for time required for the examination, unless otherwise provided by law.

The medical doctor performing the examination shall certify, as soon as possible, on a form to be agreed upon between the City and the Union, whether or not the employee is able to fully perform the employee's duties. The medical doctor shall also certify if the employee is not medically qualified to take any portion of any physical fitness test which is part of the merit pay program.

Except as provided in Subsection (b), the City reserves the right to discharge an employee who is physically or mentally unable to fully perform the employee's duties; and the City reserves the right to require an employee to submit to a medical examination by a medical doctor, duly licensed in the State of Vermont, of the City's choosing.



(b) In the event the medical doctor performing the annual medical examination certifies that the employee is unable to fully perform the employee's duties, the employee shall immediately go on sick leave, or work-related injury leave if the condition is determined to be work related. In such case, the City shall not discharge the employee for physical or mental inability to fully perform the employee's duties for a period of six months from the date of the annual medical examination, provided that the following requirements are met:

- (1) The medical doctor performing the examination shall provide, as soon as possible, but no later than thirty (30) calendar days from the date of the examination, to the City, the city's designee and the employee, a written report upon a form to be agreed upon between the City and the Union. The report shall outline the nature of the disability, treatment recommended, and state that in the medical doctor's opinion there is reasonable likelihood that the employee will be able to fully perform the employee's duties within six (6) months of the date of the examination.
- (2) The medical doctor performing the examination, or the treating medical doctor duly licensed to practice medicine in any state of the United States, shall promptly respond in writing to all requests made by the City for updates as to the employee's progress; shall immediately notify the City or its designee of any change from the original report as to the nature of the disability, prognosis or treatment plan; and shall immediately certify in writing when, in his or her opinion, the employee is able to fully perform the employee's duties.

(c) The City retains the right to have the employee examined by a medical doctor, duly licensed in the State of Vermont, of its choosing, during the six (6) months following the date of the annual medical examination referred to above. In the event the medical doctor chosen by the City certifies in writing upon a form to be agreed upon between the City and the Union, that to reasonable degree of medical certainty, the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then the opinion of a third medical doctor, duly licensed in the State of Vermont, shall be obtained. The third medical doctor shall be chosen by agreement of the City and the employee, or failing that,

by agreement of the two medical doctors who performed the medical examinations under the provisions herein.

If it is the written opinion of said third medical doctor, held to a reasonable degree of medical certainty, that the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then this subsection (b) shall not apply, and the employee may be discharged at any time for physical or mental inability to fully perform the employee's duties, if the City so desires.

This subsection (b) shall be subject to the worker's compensation laws of the State of Vermont in the case of any employee entitled to receive worker's compensation benefits under the worker's compensation laws of the State of Vermont.

### *Section 3 – Fitness Incentive Testing*

All employees covered under this agreement may voluntarily choose to participate in a fitness incentive test. This testing shall be voluntary and no punitive action may be taken against any employee who chooses not to participate or against an employee in the event of a failure.

The dates of the testing shall be scheduled no less than 3 months in advance and will occur twice within a calendar year. The City will pay all costs associated with the testing, including but not limited to the participating employee's hourly compensation and a bonus of ~~\$300~~ \$450 for each successful completion. The bonus shall be paid no later than the following two pay periods.

~~The Fire Chief and the Union will work cooperatively to develop the details of the test, scheduling and implementation by 7/1/2018. If an agreement has not been reached by the deadline, an extension will be under mutual agreement.~~

~~Details of the agreed upon test will be attached to the contract once developed.~~

## **ARTICLE 27**

### **PENSION**

All full time employees hired on or after January 1, 2019 shall be members of the Vermont Municipal Employees Retirement System (VMERS) group D. Full time employees employed as of December 31, 2018 may elect to participate in Group D or remain in Group C as of January 1, 2019. Those employees choosing to remain in Group C as of January 1, 2019 shall be eligible to join Group D in January of each succeeding year. This section shall be subject all benefits, contribution schedules and regulations as established by VMERS.

Current employees who, on January 1, 2019, elect not to participate in Group D will remain in Group C will all related benefits, contribution schedules and regulations as established by VMERS.

**ARTICLE 28**  
**NO STRIKE NO LOCKOUT**

*Section 1.* The City and Union subscribe to the principle that differences shall be resolved by peaceful means without interruption of work. During the term of this agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement.

*Section 2.* The Union agrees to notify all officers, members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

*Section 3.* The City may discharge or discipline any employee who violates this Article; such discipline or discharge may be reviewed through the grievance procedures.

*Section 4.* In the event of any violation of section 1 of this article, there shall be no financial liability on the part of the signatory International Union, Local and/or the officers thereof, provided that the signatory International Union, Local and/or the officers promptly after notice of the beginning of such action shall publicly, and to its members, declare such action to be a violation of this Agreement and promptly order their members to return to work.

## **ARTICLE 29**

### **ACKNOWLEDGMENT OF ARBITRATION.**

Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (hereinafter called the "Union"), and the City of Montpelier (hereinafter called the "City"), understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City 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 Union and the City agree to submit any such dispute to an impartial arbitrator.

**ARTICLE 30  
DURATION OF AGREEMENT**

Term of Agreement. This Agreement shall be effective -July 1, 2021, and shall remain in full force and effect until June 30, ~~2025~~. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1 of the year prior to the anniversary date, that it desires to modify or terminate this Agreement.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**LOCAL #2287, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO-CLC**

**CITY OF MONTPELIER, VERMONT**

By: \_\_\_\_\_  
President, Local #2287

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officers, Local #2287

APPENDIX: Wage Scale