

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by the Town of Milton, Vermont (hereafter “Town”) and the American Federation of State County and Municipal Employees Council 93, Local 1343, AFL-CIO Chapter 10 (hereafter “Union”).

WHEREAS the Town and the Union are parties to a Collective Bargaining Agreement (“CBA”) that was extended by agreement of the parties to cover the period from July 1, 2024 to June 30, 2028, and,

WHEREAS, the Union was certified on March 1, 2024 by the Vermont Labor Relations Board in Docket No. 24-01 as the exclusive bargaining representative for the Town’s full-time Rescue employees, and,

WHEREAS, after due deliberation and discussion, the Town and the Union have agreed to modify the current CBA to include and incorporate provisions specific to full-time Rescue employees,

NOW, THEREFORE in consideration of mutual promises and covenants, the Town and the Union agree as follows:

1. That the current CBA is modified and amended to include and incorporate the terms and conditions as set forth in Appendix E.
2. Other than as expressly stated herein, this memorandum of agreement makes no other modifications or amendments to the CBA.
3. This memorandum of agreement represents the full and complete understanding of the Town’s and the Union’s agreement to modify and amend the CBA.
4. This memorandum of agreement may not be modified in whole or in part, except by the parties in a written and signed agreement by duly authorized representatives.
5. This memorandum of agreement is subject to ratification votes by both the Town Selectboard and the Union Membership.

IN WITNESS WHEREOF, the duly authorized representative of the Town and the Union affix their signatures on the dates specified below.

Town of Milton

By:



Date:

1 Jul/24

A.F.S.C.M.E.

By:

David Van Deusen

Date:

July 1, 2024

APPENDIX E

(A.F.S.C.M.E. Contract - July 1, 2024 – June 30, 2028)

SECTION 101 – Recognition

The Town of Milton recognizes Local 1343, AFSCME Council 93, AFL-CIO, as the exclusive bargaining representative of employees of the Highway, and Water/Wastewater Divisions, and Administrative Division employees in several Town of Milton departments, and permanent full-time Rescue employees as listed in the "position listing" attached to this document as Appendix A.

Upon ratification of this contract by Town of Milton Rescue workers, and approval by the Town of Milton Selectboard, Rescue workers shall enjoy all the rights and responsibilities of this Collective Bargaining Agreement unless specifically modified herein except that Rescue workers employed by the Town and enrolled in an existing VMERS Pension Plan on the date of ratification shall remain enrolled in that plan. Rescue workers hired on or after the date of ratification shall be enrolled in the VMERS Pension Plan referenced herein.

SECTION 204 – Union Committees

- A. The grievance committee shall consist of the Union Chairperson, Steward and Grievant(s).
- B. The negotiation committee shall consist of the Union Representative and two (2) Members of the bargaining unit.
- C. Members of the grievance and negotiating committees shall be paid for all pre-approved straight time investigating grievances and attending joint meetings between Committee Members and the employer. All meetings shall be scheduled during normal working hours.
- D. Rescue: When the Town conducts interviews to fill a vacancy in the Rescue bargaining unit, or to promote per diem to fill a vacancy in the Rescue bargaining unit, the Union shall be afforded one seat in the interview. This Union member's role shall be advisory in nature. Hiring decisions will be made by the Town.

Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours. Union representatives will not be compensated for time spent at conventions, in handling internal Union affairs or in preparing for Union/Town meetings. The Town may, on a case-by-case basis, pre-approve Union-related training concepts that fall under Section 304.

SECTION 301 – Hours of Work

Normal working hours for the Public Works Department are 7:00 AM to 3:30 PM, Monday through Friday with one half (1/2) hour for lunch. Summer hours for the Highway Division between Memorial Day and Labor Day will be 6:00 AM through 4:00 PM. This will be known as "summer hour work schedule." Summer hours may be scheduled to begin earlier in the spring or extend longer into the fall at the discretion of the Town. The Highway Division supervisor will design the summer hour work

schedule to ensure appropriate work coverage Monday through Friday. Changes to an employee's work schedule will be given with reasonable notice and will not be unreasonably changed. The summer hours' agreement continuance is subject to positive division (Highway Division) annual performance evaluation by the Department Supervisor. Normal working hours for the finance, planning, zoning and clerk offices shall be 8:00 AM to 5:00 PM, Monday through Friday, with one hour for lunch. Custodian hours will be flexible.

Rescue: the work week begins on Sunday at 6:00 AM and ends the following Sunday at 5:59 AM. Rescue employees are guaranteed a 36-hour work week. Rescue employees are permitted to work a maximum of two (2) 12-hour back-to-back shifts with a minimum of 12 hours break before and after the next 12-hour shift.

SECTION 305 – Tuition Reimbursement

Employees will be reimbursed 100% for tuition cost as funds permit for pre-approved, successfully completed courses that are either part of a job-related degree program or specific to the employee's immediate position. Successful completion is considered a completion grade of B- or better.

Rescue: Professional Development. At the sole discretion of the Town Manager or their designee, a Rescue employee may receive tuition reimbursement for successful completion of a preapproved course of study to enhance their skills and benefit the citizens of Milton. The employee must receive prior approval from the Town Manager or their designee prior to enrolling in the course of study to receive reimbursement of up to two thousand (\$2,000.00) dollars. To obtain reimbursement, the employee must provide the Town with documentation of successful completion of the course for this one-time payment.

SECTION 306 – LICENSES

The Town of Milton will cover the expenses for renewing a Commercial Drivers' License (CDL), Water licenses and/or Wastewater licenses for the maximum time period permitted under Department of Motor Vehicles or the appropriate regulatory guidelines. It is expected that the employee will retain their required license in good standing. Loss of the CDL shall be considered just cause for discharge. This is particularly true if the employee is also in violation of the Town of Milton Drug and Alcohol Policy.

Rescue: The Town will cover the cost for all license and application fees and recertifications required to maintain Rescue worker's licensure. This includes ACLS, BLS and CPR recertification and EMT, AEMT and PARA license application fees. Employees must obtain prior approval from the Chief or their designee prior to enrolling in course work, trainings, and continuing education programs necessary for licensure or recertification to qualify for reimbursement or payment by the Town. To the extent the Town offers trainings, continuing education, and/or any of the required recertifications, the employee must avail themselves of the Town's trainings unless excused by the Chief or their designee. At the discretion of the Town, if more than one comparable program is offered, the Town may choose to pay for the less expensive program. It is expected that the employee will retain their required license in good standing. Loss of licensure shall be considered just cause for discharge.

SECTION 307 – Clothing

- A. A Winter clothing allowance for Water and Sewer: One (1) pair of insulated overalls and one coat for each employee during the term of this Agreement, supplied and owned by the Town to be stored in the workplace, except for unusual circumstances.
- B. The Town of Milton will provide each Public Works Department employee with 7 short sleeved and 7 long sleeved T-Shirts, 2 heavy duty sweatshirts with similar insignia, and 2 jackets bearing the Town's insignia and name. Annually, after the initial distribution, the Town will provide 5 replacement T-Shirts in each sleeve length, 2 sweatshirts and 1 jacket DPW employees will have an annual stipend of \$200 with a vendor of the Town's choice, to be used for the purchase of pants and/or shorts of their choosing.
- C. Protective equipment- The Town of Milton agrees to provide coverage for acceptable safety toed boots for \$200 during the term of this agreement. This benefit will be pro-rated for each Public Works employee given their approximate length of service within this Agreement. The Town also agrees to provide a hard hat and safety boots for the Zoning Administrator/Health Officer as may be needed, but not more frequently than once per year.
- D. The Town agrees to purchase each member assigned to the public works duties a pair of rubber boots for their use.
- E. The Town agrees to provide up to \$100 per year in Town of Milton branded apparel for employees not otherwise provided clothing under this section.
- F. At the discretion of the employer, employees who leave Town employment within thirty (30) days of using their clothing stipends may have the cost of such clothing withheld from their final paycheck.
- G. Rescue: The Town shall annually, on the employee's anniversary date, issue and replace as needed: two (2) job shirts, two (2) T-shirts, two (2) polo shirts, two (2) pair pants, one (1) hat, one (1) belt, one (1) pair of boots up to two hundred dollars (\$200). Employees may order these items from a pre-approved vendor.

SECTION 401 – Rate of Pay

- A. Effective July 1, 2018 there will be a 1.5 % Annual Base Pay adjustment with 1% Step increases. Effective July 1, 2019 there will be a 2% Annual Base Pay adjustment with 1% Step increases. Effective July 1, 2020 there will be a 2.5% Annual Base Pay adjustment with 1% Step increases.
- B. All Bargaining Unit Members who are not at the maximum step of the attached Wage and Classification Schedule shall advance to the next higher step on July 1 of this agreement.
- C. Bargaining Unit Members who are at the maximum step shall receive a bonus of 1 % on their

anniversary date of hire each year of this agreement.

- D. Rescue: Two (2) new step grids shall be created for AEMT and Paramedics with twenty (20) steps. The starting salary rate per hour for AEMTs will be \$24.00 per hour; the starting salary rate for Paramedics will be \$27.00 per hour, with 2% step increases for both grids. Attached as Appendix A.

Effective July 1, 2024, current Rescue bargaining unit employees shall receive a 15% increase to their base salary rate of pay spread out over the next three years, as follows:

FY 25 5%
FY 26 5%
FY 27 5%

Current bargaining unit employees shall be placed on their respective grids as follows:

Town of Milton Supposal 6.24.24											
Employee	Position	Current	5%	Placement		5%	Placement		5%	Placement	
		FY 24	FY 25	on Grid FY 2025		FY 26	on Grid FY 2026		FY27	on Grid FY 2027	
Mikaela	PARA	\$26.00	\$27.30	Step 2	\$27.54	\$ 28.67	Step 4	\$28.65	\$ 30.10	Step 7	\$30.41
Thomas	PARA	\$26.00	\$27.30	Step 2	\$27.54	\$ 28.67	Step 4	\$28.65	\$ 30.10	Step 7	\$30.41
Jack	AEMT	\$23.00	\$24.15	Step 2	\$24.48	\$ 25.36	Step 4	\$25.47	\$ 26.63	Step 6	\$26.50
Brennan	AEMT	\$23.93	\$25.13	Step 4	\$25.47	\$ 26.38	Step 6	\$26.50	\$ 27.70	Step 8	\$27.57

Current AEMT bargaining unit employees who successfully complete coursework for certification and licensure as Paramedics shall be placed at step 1 on the Paramedic scale. AEMTs with greater tenure who successfully complete coursework for certification and licensure as Paramedics shall be slotted onto the Paramedics step scale. Their slot is determined by increasing their current rate of pay 6.25% over their existing rate and placing them on the PARA scale on the step closest to that amount and then moving them up the scale two steps. In no event shall an employee receive a lower rate of pay than they would have earned on the AEMT scale.

The Town has the sole discretion to place new hires on their respective grids at a step commensurate with their level of experience.

SECTION 402 – Overtime

- A. Overtime will be paid to non-exempt employees compensated on an hourly basis, working in excess of forty (40) hours per pay period. The pay period begins Sunday at 12:00 AM and ends on Saturday at 11:59 PM.
- B. Rescue: Rescue employees work a 36-hour work week. Their work week begins on Sunday at 6:00 AM and ends on Sunday at 5:59 AM. The pay period is 80 hours, beginning on Sunday at 6:00 AM and ending fourteen (14) calendar days later on Sunday at 5:59 AM. Time and a half (1.5) overtime rates shall be paid for any hours worked in excess of forty (40) in a given work week. Overtime shall be distributed as equitably as possible among the bargaining unit employees.

Rescue employees who have completed their 36-hour work week may work additional 12-hour shifts. Employees may select overtime shifts on a first-come-first served basis with the approval of the Chief. The Chief may assign shifts not covered on a rotating basis and consistent with the maximum 24-hour shift requirement. Shift assignments will be posted at least two weeks prior to the workday.

Rescue employees (not scheduled to cover a specific shift) who are called in to cover a shift 24 hours or less prior to that shift's start time shall be paid at a time and one-half rate for all hours worked.

SECTION 403 – Call-In

Public Works employees who are paid on an hourly basis who have left their place of employment and are recalled to work prior to their normal shift shall be guaranteed a minimum of four (4) hours pay. However, employees who are called in to work early, one (1) hour or less prior to the start of their shift shall receive a minimum of 2 hours' pay.

Rescue: Rescue employees who are recalled to work or are asked to extend their hours by the Chief shall be paid straight time for time worked up to forty (40) hours. Employees who respond to emergencies in accordance with Rescue operation policies but who are not recalled, will be paid straight time for the hours worked. Overtime will be paid for any hours worked over forty (40) in one work week. Call-ins by the Chief to fill vacant or open shifts within 24 hours of the vacancy shall be paid time and one half. Calls-in will be in accordance with the 24-hour rule (see Section 301 Hours of Work) and based on a rotating basis. Nothing in this contract shall preclude an employee from volunteering to fill a vacant shift.

SECTION 502 – Holidays

- A. All full-time employees will receive holiday pay for each of the following twelve (12) official holidays and are permitted to take the workday off except as noted herein:

New Year's Day	Fourth of July	Thanksgiving
Martin Luther King, Jr. Day	Labor Day	Day after Thanksgiving
President's Day	Indigenous Peoples Day	Christmas Eve

Memorial Day	Veteran's Day	Christmas
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- A. If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off. Sunday holidays are designated as Monday off. If a holiday falls on a Friday or weekend during the "summer hour schedule" for Highway, then Friday or Saturday holidays are designated as Thursday off. Sunday holidays are designated as Monday off.
- B. If a holiday occurs during an employee's regularly scheduled vacation the holiday does not lose its identity. The extra day may be added to the employee's regularly scheduled vacation or taken at another time with the approval of the Division Head.
- C. Employees must be at work the day before and the day after the holiday in order to be compensated for the holiday. Any absences before and/or after the holiday for non-rescue employees must be approved by the Division Head in order to be compensated for the holiday.
- D. Excluding Rescue, non-exempt employees who are required and/or authorized to work on a holiday shall be paid at one and one-half (1.5) times the regular rate of pay for these holidays, in addition to the amount they are entitled to as a regular rate of pay for these holidays resulting in an actual payment of two and one half (2.5) times their regular pay. Employees who are required to work on July 4th, Thanksgiving Day, Christmas Day or New Year's Day shall receive two (2) times the regular rate of pay for these holidays in addition to the amount they are entitled to as a regular paid holiday resulting in actual payments of three (3) times their regular pay.
- E. Rescue: Rescue employees receive holiday pay for each of the above-listed holidays. Their holiday pay is equal to 12 12-hour shifts. Rescue employees who work on a holiday will receive one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. To be paid time and one-half for holiday work, the employee's shift must BEGIN on the holiday. Employees whose shifts begin the day before the holiday are not paid time and one-half for any part of the holiday. For example, if an employee's shift begins at 6:00 p.m. on the day before Thanksgiving, the employee will not be paid time and one-half for any part of the holiday. Employees whose shifts begin at 6:00 p.m. on New Year's Day will receive time and one-half for the full twelve hours of work. Employees who work back-to-back shifts beginning at 6:00 p.m. on Thanksgiving Day will be paid time and one-half for the full 24-hour shift because Thanksgiving Day and the day after are both holidays.
- F. Temporary and part-time probationary employees are not eligible for holiday pay.

SECTION 503 – Sick Leave

Full-time employees for the Town shall be authorized sick leave. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee is incapacitated due to illness or non-job-related injury for medical treatment and for exposure to contagious disease when attendance and duties jeopardize the health of others. This provision extends to illness of a Member of the employee's household that requires the employee's personal care and attention. The sick leave policy shall be as follows:

- A. All employees shall be entitled to sick leave in accordance with the following schedule:
1. Twelve (12) days per year (but for Rescue that is twelve (12) twelve-hour days). Accumulation begins on first day of continuous service.
 2. Employees may accrue up to a total of one hundred (100) sick days (800) hours). Rescue may accrue up to eighty (80) sick days (960 hours).
- B. A certificate of illness from a doctor may be required to receive sick leave for more than three (3) consecutive working days or five (5) calendar days.
- C. In the event of death in-line-of-duty of an Employee, the Town shall pay to the surviving spouse, parent(s), children or if none, the deceased's estate, one hundred percent (100%) of the total accumulated unused sick leave up to the maximum allowed accumulation as stipulated in paragraphs A. and B. of this section.
- D. An employee absent on account of illness or injury shall promptly notify his/her/their Supervisor, Department Head or other person.
- E. In cases where the Town questions an employee's use of sick leave, the Town may require a physical examination at the Town's expense.
- F. Sick leave shall not be payable to any employee who is injured while in the employ of an outside employer.
- G. To receive compensation while on sick leave an employee must notify his/her/their Division Head prior to or within four (4) hours after the time set for the beginning of his/her/their regular duties. Rescue must notify Rescue Chief.
- H. In addition to sick leave, the Town will allow employees time off for doctor, dentist, hospital or other medical-related appointments for a maximum of four (4) hours per contract year. Use of this time is approved by an employee's supervisor under normal procedures.
- I. Employees may request payment for two (2) days of sick leave (8 hours per day) when the employee uses five (5) days or less of sick leave during a fiscal year. Rescue may request payment for two (2) 12-hour days. This request must be made prior to the end of the fiscal year and is subject to the approval of the Town Manager.
- J. Employees may donate sick leave to another employee based on the Town's donation policy and on a pro-rated, dollar-for-dollar basis, between employees donating to a colleague with differing compensation.

APPENDIX F

Rescue Starting Salaries – effective FY 25		
Step	AEMT	PARA
1	\$ 24.00	\$ 27.00
2	\$ 24.48	\$ 27.54
3	\$ 24.97	\$ 28.09
4	\$ 25.47	\$ 28.65
5	\$ 25.98	\$ 29.23
6	\$ 26.50	\$ 29.81
7	\$ 27.03	\$ 30.41
8	\$ 27.57	\$ 31.01
9	\$ 28.12	\$ 31.63
10	\$ 28.68	\$ 32.27
11	\$ 29.26	\$ 32.91
12	\$ 29.84	\$ 33.57
13	\$ 30.44	\$ 34.24
14	\$ 31.05	\$ 34.93
15	\$ 31.67	\$ 35.63
16	\$ 32.30	\$ 36.34
17	\$ 32.95	\$ 37.07
18	\$ 33.61	\$ 37.81
19	\$ 34.28	\$ 38.56
20	\$ 34.96	\$ 39.33

A.F.S.C.M.E. CONTRACT

JULY 1, 2024 – JUNE 30, 2028

Ratification:

We, the undersigned, hereby confirm this agreement represents the parameters of the working relationship between those Rescue employees covered by the American Federation of State County and Municipal Employees, Local 1343, AFL-CIO, Chapter 10 and the Town of Milton, Vermont.

On Behalf of A.F.S.C.M.E. Council 93, Local, 1343, Chapter 10

Dated: 7-1-24

By: [Signature], duly authorized
Bruce Trombly, Union Representative

By: [Signature], duly authorized
Jack Gentry, Union Representative

In the presence of:

[Signature]
David Van Deusen
AFSCME Representative

On behalf of the Town of Milton

Dated: 7/1/24

By: [Signature], duly authorized
Darren Adams, Chair

By: [Signature], duly authorized
Michael Morgan, Vice Chair

By: [Signature], duly authorized
Brenda Steady, Clerk

By: [Signature], duly authorized
Leland Morgan

By: [Signature], duly authorized
Chris Taylor