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**AGREEMENT**

**TOWN OF SHELBURNE**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO,  
LOCAL 1343, SHELBURNE TOWN EMPLOYEES CHAPTER 008**

**July 1, 2026  
through  
June 30, 2029**

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**ARTICLE 1**

**SECTION 101 – Recognition**

The Town of Shelburne, (the Town), recognizes the AFSCME, Council 93, Local 1343, AFL-CIO, (the Union), as the sole and exclusive representative of the employees in the bargaining unit, as certified by orders of the Vermont Labor Relations Board in Docket No. 93-15, dated June 10, 1993, and Docket No. 96-66, dated March 27, 1997, as amended by VLRB in Docket No. 00-5, dated 3/16/00, and Docket No. 03-18, dated April 18, 2003, with respect to negotiating wages, hours, and conditions of employment, excluding the Police Department employees, as amended by Docket No. 15-16. The Union shall be responsible for representing the interests of all members of the bargaining unit consistent with the Orders of Certification issued by the Labor Relations Board. The Union agrees that in connection with such representation it shall provide all members of the bargaining unit, without regard to Union membership, equal access to information regarding negotiation of amendments to this Agreement and successor agreements. For the purposes of this Agreement, the Town recognizes non-management employees of the Water, Wastewater, Highway, Buildings & Grounds Departments, and the Town Clerk’s Office. Town Clerk’s Office employees remain subject to 24 V.S.A. § 1170.

**SECTION 102 – Union Representation**

The Town agrees that it shall not negotiate directly with any bargaining unit employee relative to wages, hours and conditions of employment and shall give prior notice to the Union and allow a Union representative to be present at any meeting at which an employee presents, independently, a grievance relative to wages, hours and conditions of employment to the Town.

**SECTION 103 – Non-Discrimination**

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement, including discrimination based on race, color, religion, creed, sex, sexual orientation, national origin, ancestry, place of birth, age or physical or mental condition, and to promote harmonious relations between the Town and the Union.

**SECTION 104 – Modification of Agreement**

No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by any employee or group of employees with the Town and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and ratified by the Union and the Town. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein

**SECTION 105 – Duration of Agreement**

- A. This Agreement sets forth the complete agreement between the Town and the Union and supersedes all previous agreements, oral or written.
- B. This Agreement shall become effective on July 1, 2026, and shall continue in effect through June 30, 2029, and remain in effect thereafter until the parties enter into a new agreement. Any party desiring to terminate or modify this Agreement shall serve written notice of such desire on the other party.

1 **SECTION 106 – Savings Clause**

2 Should any provision or portion of a provision of this Agreement be found to violate a Federal  
3 or State law, all other provisions shall remain in force. The Town and the Union shall meet within  
4 forty-five (45) days to negotiate new language.  
5

6 **SECTION 107 – Distribution of Agreement**

7 All bargaining unit and new employees shall be furnished a copy of this Agreement by the Town  
8 Manager following its execution by both parties. Each employee shall acknowledge, in writing, receipt  
9 of this Agreement at the time of delivery. Such acknowledgment shall constitute an affirmative  
10 representation by each employee that he/she will become familiar with the terms of the Agreement.  
11

12 **SECTION 108 – Personnel Rules and Regulations**

13 The Town and Union agree that except as expressly modified by this Agreement, the respective  
14 benefits and rights of the parties set forth in the Town of Shelburne Personnel Policy, adopted February  
15 27, 2018 and as has been or may be amended, shall remain in effect and shall govern the parties hereto.  
16 Terms used in the Personnel Policy shall have the same meaning in this Agreement.  
17  
18

19 **ARTICLE 2**  
20 **EMPLOYEE AND UNION RIGHTS**  
21  
22

23 **SECTION 201 - Employee Rights & Union Rights**

- 24 A. Employees have and shall be protected in the exercise of the right, without fear of penalty or  
25 reprisal, to join the Union.  
26  
27 B. Any employee who is eligible to join the Union shall have the free choice of doing so.  
28  
29 C. Union members may only resign from the Union during the 30 day window prior to the expiration of this  
30 agreement by providing a signed resignation letter to both the Union and the Town.  
31  
32 D. The Union may charge a non-dues paying member an hourly rate, as the Union sees fit, for  
33 representational services as a condition of providing said services.  
34  
35 E. If and when Town employees from other Departments not presently covered by this Collective  
36 Bargaining Agreement (and who are not already represented by a different Union) express  
37 support for joining the Union by a majority of workers from said Department signing a Union  
38 card, the Town shall recognize their entrance into the Union by receiving those signed Union  
39 cards and it will not be necessary to hold a Vermont Labor Relations Board election (i.e. Card  
40 Check). Upon recognition, the newly recognized Union members shall have immediate access  
41 to the rights established by Article 2 and the Grievance and Discipline Articles of this Collective  
42 Bargaining Agreement for the remainder of the Fiscal Year. During this period all other terms  
43 and conditions of employment shall be subject to the Town Personnel Policies that are in effect  
44 upon joining the Union. With the start of the next fiscal year, these new members shall gain all  
45 the full rights, responsibilities, and benefits provided for within the full Collective Bargaining  
46 Agreement-

- 1
- 2 F. The Union Chapter Chair or assigned Stewards will be afforded one hour, on the clock, to meet  
3 with all new bargaining unit employees in order to go over the rights and responsibilities of the  
4 Collective Bargaining Agreement.
- 5
- 6 G. When hiring committees are convened to fill bargaining unit, supervisory, or management  
7 positions with jurisdiction or relevance to this bargaining unit, the Union shall have a full  
8 participatory seat on said committee. Union appointees to said hiring committees shall typically  
9 be the Steward. The role of the hiring committees is advisory.
- 10
- 11 H. Upon the request of the Union or the Town, a Labor Management Committee may be formed to  
12 discuss issues that may arise from time to time. This committee may discuss many matters, but  
13 it shall not be used to resolve any active grievance and shall not have the authority to  
14 unilaterally alter this Collective Bargaining Agreement. The Labor Management Committees is  
15 not required to meet according to a set frequency, but either the Union or the Town may invoke  
16 such a meeting as it deems appropriate. Such Labor Management Committee meetings may be  
17 general in nature and involve the Union and the Town as a whole, or may be called for (by labor  
18 or management) specific departments covered by this Collective Bargaining Agreement  
19 (currently Water/Wastewater, Highway, and Clerk's Office). In all cases both the Union  
20 Chapter Chair and Town Manager shall take part in such meetings.
- 21
- 22 I. No Union member shall suffer discipline because they refused to cross a Union picket line in a  
23 non-emergency situation.
- 24
- 25 J. Union members will be issued adequate Personal Protective Equipment (PPE) by the Town and  
26 shall not suffer discipline of any kind if the Town fails to provide required PPE and the Union  
27 member then chooses to not perform work where that PPE is required by VOSHA and/or  
28 Department of Health guidelines.
- 29
- 30 K. No Union member shall suffer discipline without Just Cause because they refused to perform a  
31 task, directive, or job duty that carries with it exposure to unreasonable levels of danger to  
32 themselves, their co-workers, or the public. If and when a Union member is ordered to perform  
33 a task or directive that is outside the mundane and traditional job duties that said worker asserts  
34 exposes them to an unreasonable level of danger, the worker asserting this concern shall first  
35 contact their Union Steward. If the Steward reasonably affirms their concern about the danger  
36 posed by such potential action, the Steward shall immediately inform the Town Manager. If the  
37 Town Manager agrees that the task carries undue danger the task shall not be carried out until  
38 such time as the dangers are mitigated. If the Town Manager does not agree with the Steward's  
39 safety concerns, the Union member in question may be ordered to carry out the task. If the  
40 Union member still refuses to carry out that order due to safety concerns, the Town may seek to  
41 impose discipline according to Just Cause standards. Such immediate disciplinary action may be  
42 challenged through the regular Grievance Procedure as the Union sees fit. However, the Town  
43 shall not have the unilateral authority to terminate the Union member for this specific safety  
44 related refusal without first gaining an affirmative ruling from a third-party arbiter that the  
45 Union member's safety concern was unreasonable and unwarranted. Disputes of this nature  
46 shall follow the arbitration process in this Collective Bargaining Agreement. If the arbiter rules  
47 that the Union member's safety concern was reasonable or warranted, the Union member shall

1 not be terminated. If the arbiter rules in favor of the Town, and a termination ensues following a  
2 Loudermill Hearing, the Union shall have recourse to challenge the termination after the fact  
3 through the regular Grievance Procedure as the Union sees fit.  
4  
5

- 6 L. As long as essential facilities and services remain minimally staffed and operational, and upon two  
7 weeks' notice by the Union to the Town, once a year the Union may call for a 24 hour day of Union  
8 action on a choosing of its choice.  
9  
10

11 **SECTION 202 - Payroll Deductions**

- 12 A. The Employer agrees to deduct Union dues as certified by the Union and as authorized by the  
13 bargaining unit employee in writing, each pay period and remit to the treasurer of the Union  
14 within fifteen (15) working days after the month in which the dues were deducted. Such  
15 remittance shall be accompanied by a list of employees with the amount deducted for each.  
16

17 The Union shall indemnify the Town and hold it harmless against any and all claims, demands,  
18 suits or other forms of action or liability that may arise out of, or by reason of, any action taken  
19 by the Town in compliance with this Section.  
20

- 21 B. An employee may consent in writing to the authorization of the deduction of a political  
22 education fund fee from his/her wages and to the designation of the Union as the recipient  
23 thereof.  
24

25 An employee may withdraw his/her political education fund fee authorization by giving notice  
26 to the Employer.  
27

28 The Employer shall deduct such political education fund fee from the pay of employees who  
29 request such deduction and shall transmit deductions to the Treasurer of the Union together with  
30 a list of employees whose political education fund fees are being transmitted.  
31  
32

33 **SECTION 203 - Union Committees**

- 34 A. The Union may appoint or elect representatives who will be afforded reasonable time off to  
35 process and investigate grievances as needed, provided permission is obtained from the  
36 Department Head. The Town agrees that such permission will not be unreasonably withheld.  
37

- 38 B. Two employees will be granted or afforded reasonable time off, or have their schedules  
39 arranged, so that they are able to participate in collective bargaining negotiations without loss of  
40 pay.  
41

- 42 C. The Union will advise the Town Manager, in writing, of the names of its officers and  
43 representatives within 15 days of the election or appointment of such persons.  
44

- 45 D. The health and safety of each employee is important to the Town of Shelburne and the Union.  
46 The Town Manager will appoint a safety committee which will: 1) Develop a health and safety  
47 plan for Town employees as may be appropriate; 2) Review and update the plan on an annual  
48 basis; and 3) Provide advice and guidance to the Town Manager on employees' safety and

1 health matters. The Union Steward shall serve on this committee. The unified Town Health  
2 and Safety Committee already in effect as of July 1, 2021, which includes representatives from  
3 other Town Departments, satisfies the requirement of this clause.

4 When a Public Health Crisis or State of Emergency is declared by the Shelburne Selectboard,  
5 the Governor of Vermont, or the President of the United States, this committee shall meet as  
6 necessary and appropriate to protect the health and wellbeing of employees and the community,  
7 and to provide for the continuity of operations.

- 8  
9 E. The Union Steward shall be granted up to one day a year of paid Union leave to attend  
10 AFSCME or AFL-CIO Conventions or functions.  
11  
12  
13  
14

15 **ARTICLE 3**  
16 **MANAGEMENT RIGHTS**  
17

18 **SECTION 301**

19 Except as otherwise specifically provided in this Agreement, determination of policy, the  
20 operation and management of Town Departments, the control, supervision and direction of employees,  
21 and any and all other matters which are committed by law to the Town or otherwise involve the exercise  
22 of reserved or retained managerial prerogatives are vested exclusively in the Town.  
23

24 **SECTION 302**

25 None of the provisions of this Agreement shall operate to preclude the Town from taking such  
26 action as it deems necessary for the care and protection of its employees, equipment and facilities in  
27 case of emergency.  
28

29 **SECTION 303**

30 The Town shall have the right to adopt, amend and promulgate as necessary, rules, regulations,  
31 policies and procedures not addressed in this Agreement for the efficient and orderly administration of  
32 Town Departments.  
33

34 **ARTICLE 4**  
35 **WORKING CONDITIONS**  
36

37 **SECTION 401 – Hours of Work**

- 38 A. The work week shall consist of seven (7) consecutive days and shall begin at 0001 hours on  
39 Monday and end at 2400 hours (midnight) on the next following Sunday.  
40  
41 B. The scheduled hours of work for all employees shall be established by the Town Manager or  
42 his/her designee. The regular schedule for any employee may require the regular performance  
43 of up to forty (40) hours of work per work week.  
44  
45 C. A seven (7) day prior notice shall be given in the event of an involuntary change of schedule  
46 unless otherwise mutually agreed.  
47

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3  
4 **SECTION 402 – Employment Development and Training**

5 The Town encourages employees to continue their education and has established a  
6 reimbursement program for 100% of the direct costs of the course or program that an employee is  
7 enrolled in. In order to receive reimbursement for a course four requirements must be met. First, the  
8 course must be job related; second, the Town Manager, based on his/her sole discretion, must approve  
9 the course; third, a grade of "C" or better must be obtained; and fourth, adequate funds must be  
10 available in the Town's budget. An employee may be reimbursed for one course per semester.  
11 Reimbursement will also be given to full time employees who have satisfied the above requirements for  
12 a course conferring credit for a high school diploma or GED. Courses taken under this provision shall  
13 be outside of the employee's working hours, except with approval of the Department Head and the  
14 Town Manager. Upon completion of the course, a receipt for the course and an official statement of  
15 grades earned must be received by the Town Manager's office. These items must be turned in before a  
16 reimbursement check will be issued. The Town will budget fiscal year for this purpose. The Town shall  
17 not be obligated to spend the entire budgeted amount each year.  
18

19 **SECTION 403 – Uniforms and Equipment**

20 A. Highway, Wastewater, Water and Maintenance:

21  
22 Clothing provision. The Town shall furnish all regular full-time personnel working in Water,  
23 Wastewater, or the Highway Department, with the required clothing and equipment as approved  
24 by the Town Manager, or the relevant Department Head, up to \$520 per year upon the  
25 submission of receipts to the Finance Department. The Town shall replace clothing and  
26 equipment as found necessary upon inspection and as approved by the Town Manager, or the  
27 relevant Department Head, such replacement to be at the Town's expense unless the need for  
28 replacement is the result of negligence or wrongdoing by the employee. Title to all issued  
29 clothing and equipment shall remain with the Town. Employees shall sign to acknowledge  
30 receipt for all Town-issued clothing and equipment. Current employees who choose to purchase  
31 their own clothing shall be paid \$600 annually, at the end of the calendar year. Employees who  
32 become employed after the execution of this Agreement who choose to purchase their own  
33 clothing shall be paid \$520 annually.  
34

35 B. The Town shall reimburse Highway, Wastewater, Water and Maintenance employees for the  
36 cost of appropriate safety footwear. In any twelve-month period, reimbursement shall not exceed \$320.  
37

38 **SECTION 404 – Volunteer Emergency Community Service**

39 Employees, who are volunteers for any emergency community service for the Town of  
40 Shelburne or bordering Towns (Charlotte, Hinesburg, Williston, St. George, and South Burlington)  
41 shall be released, on a reasonable basis, with pay, less any sums paid to the employee, to respond to  
42 such emergency.  
43  
44

45 **ARTICLE 5**  
46 **FRINGE BENEFITS AND LEAVES**  
47

1 **SECTION 501 – Review of Benefits and Policy Terms**

2 Insurance Benefits may be reviewed annually by the Town to determine if coverages are  
3 adequate, if cost savings can be made by substituting carriers, or for other reasons deemed necessary by  
4 the Town. The Town may change any insurance provider or program provided the level of coverage  
5 shall be substantially equal in terms of burden to employees and the current level of benefits. If the  
6 Health Insurance premium increase in any one year of this contract exceeds 10%, the parties agree to  
7 reopen the Contract for collective bargaining of the insurance section only. The Town shall notify the  
8 union as soon as is reasonably possible of any anticipated or imminent change.  
9

10 The specific terms, provisions, restrictions and conditions of the respective employee benefit  
11 policies referred to in this Article 5 are incorporated herein by reference as if set forth in full.  
12 Employees shall be furnished a copy of all benefit policies, and copies shall be available for inspection  
13 in the Town Manager’s office during regular business hours.  
14

15 **SECTION 502 – Life Insurance**

16 The Town shall maintain enrollment in a group life insurance program for each bargaining unit  
17 employee in an amount equal to twice the employee’s annual base salary rounded to the next higher  
18 thousand. Base Salary shall be determined by multiplying the employee’s hourly rate by the number of  
19 regular hours worked in a year (e.g., the calculation for an employee working 40 hours per week would  
20 be  $40 \times 52 = 2080$  hours  $\times$  hourly rate.) The Town contributes 100% of the employee's payment of that  
21 program. A description of the terms and qualifications of the life insurance policy is available from the  
22 Town Manager’s office.  
23

24  
25 **SECTION 503 – Health Insurance**

26 A. The Town reserves the right to change coverage or insurers as it deems necessary, while striving  
27 to maintain reasonably comparable coverage for employees.  
28

29 Employees may enroll in the MVP Platinum plan, with the Town paying 90% of the Platinum  
30 plan premium and the Employee paying 10%. Alternately, Employees may enroll in the MVP  
31 Gold plan, with the Town paying 97% of the Gold plan premium and the Employee paying 3%.  
32

33 In the event that the Town desires to switch to a different but comparable plan that requires a  
34 change in premium split between the Town and the Union member, the Town and the Union  
35 agree to meet. The Town will inform the Union of the reasons why it desires such a change in  
36 premium split, and the Union, in good faith, shall give consideration to such a request weighing  
37 the impact to Union employees, the Town, and the tax payers. Upon mutual agreement such  
38 changes shall be implemented during the life of this agreement.  
39

40  
41 B. The Town shall cease offering Health Insurance benefits as of the last day of the month  
42 following the date of resignation.  
43

44 C. Existing employees who opt out of the Town’s health coverage will receive their current “in lieu  
45 of” payments, being \$183.24 for Employees Arsenault and Racine and \$257.45 for Sestokas.  
46 New Employees who opt out of the Town’s health coverage will receive \$100 per week in lieu  
47 of taking health coverage.

1  
2  
3 **SECTION 504 – Dental Insurance**

- 4 A. The Town shall contribute 100% of the premium for a dental plan in which enrollees shall be  
5 the employee, spouse and other dependents as described in the terms of the policy.  
6  
7 B. The Town will provide a \$2,000 orthodontia benefit if available from a provider of dental  
8 insurance.  
9

10 **SECTION 505 – Vision Care**

11 The Town shall reimburse each employee up to 50% of the cost of eyeglasses that have been  
12 prescribed by a licensed physician. Such reimbursement shall not exceed \$150.00 in a calendar year.  
13 The reimbursement amount may be applied to corrective eye surgery not otherwise covered under  
14 health insurance.  
15

16 **SECTION 506 – Disability**

17 The Town shall maintain a group employee long-term disability policy. The Town provides  
18 100% of the employee's premiums. This policy covers long term disability, commencing after the 90th  
19 day of disability and paying the employee 2/3rds of his/her salary until age 65, subject to income offsets  
20 and other qualifications as are included in the terms of the policy.  
21

22 **SECTION 507 – Retirement**

23 Eligible Town employees are enrolled in the Vermont Municipal Employees Retirement System  
24 (VMERS). The eligibility, terms, conditions, and policies for that system are as set forth in Title 24,  
25 Vermont Statutes Annotated Chapter 125 and in plan documents maintained by VMERS as amended  
26 from time to time. Upon retirement, each Town employee shall be entitled to the benefits set forth by  
27 statutes as defined in 24 V.S.A., Chapter 125 as well as the policies and plan documents maintained by  
28 VMERS.  
29

30 New employees who have not previously participated in VMERS will be enrolled in the  
31 following:  
32

33 All: choose either VMERS Group B or Group DC  
34

35 The enrollment options available to new employees who were previously enrolled in VMERS  
36 will be determined per VMERS terms, conditions and policies.  
37

38 **SECTION 508 – ICMA Deferred Compensation**

39 The Town shall offer the ICMA Deferred Compensation Plan to employees. This program is  
40 voluntary and contributions to the Plan are made by the employees. Information on this plan can be  
41 obtained from the Town Manager or Town Clerk's office.  
42

43 **SECTION 509 – Employee Assistance Program**

44 The Town shall enroll in an Employee Assistance Program which provides counseling services  
45 to Town employees. Information on this program can be obtained from the Town Manager's office.  
46 The Town shall make available an experienced Mental Health Professional capable of providing critical  
47 incident debriefing for all employees.  
48

1 **SECTION 510 – Flexible Spending**

2 The Town will make available to Town employees a Flexible Spending Account funded by  
3 employee payroll deductions. The account will be used for qualifying healthcare and dependent day  
4 care expenses, subject to federal and state regulations.  
5

6 **SECTION 511 – Eligibility**

7 All full-time employees are eligible for the benefit programs offered by the Town. Regular part-  
8 time employees who work an average 20 hours or more a week over the previous 12 months may elect  
9 to participate in the Town's benefit programs. The Town will pay a proportionate share of the cost of  
10 the programs based on the ratio of hours worked to 40 hours per week with the employee responsible  
11 for paying the balance in advance.  
12

13 **SECTION 512 – Date of Hire – Definition**

- 14 A. The date of hire for the purpose of accruing benefits shall mean the first day of employment  
15 with the Town in which the employee is either a regular part time employee working a  
16 minimum of 20 hours per week or a full-time employee.  
17
- 18 B. In the event that a full-time employee leaves full time employment with the Town and  
19 subsequently returns to full time employment within 2 years, the employee will be reinstated  
20 based on their level of service (as determined in A) at the time the employee left full time  
21 employment with the Town. The length of full-time service accrued prior to the employee  
22 leaving Town employment will be credited upon their return.  
23
- 24 C. In the event a regular part-time employee working 20 hours per week or more moves to a full-  
25 time position, their level of benefits and seniority determining benefits continues and shall be  
26 based on their date of hire. In the event a part-time employee hired to work less than 20 hours  
27 per week moves to a full-time position, their level of benefits and seniority shall be based on the  
28 first day of their employment in the full-time position.  
29

30 **SECTION 513 – Holidays**

31 The following are the regular holidays observed by the Town of Shelburne:

- 32 New Year's Day  
33 Martin Luther King Day  
34 President's Day  
35 Memorial Day  
36 Juneteenth  
37 Independence Day  
38 Bennington Battle Day  
39 Labor Day  
40 Columbus Day  
41 Veteran's Day  
42 Thanksgiving Day  
43 Day after Thanksgiving  
44 Christmas Day  
45

46 Any listed holiday which falls on a Sunday shall be observed on the following Monday, and any  
47 such holiday which falls on a Saturday shall be observed on the preceding Friday.

1  
2 **SECTION 514 – Personal Holidays and Leave**

3 Each employee who works a regular 30-hour work week is entitled to 24 hours of personal leave  
4 per year. Personal leave days may be taken with the approval of the Department Head. The following  
5 limitations apply to personal holidays:  
6

- 7 A. No employee is entitled to take a personal holiday until he/she has been in the Town's  
8 service for at least thirty (30) days.  
9
- 10 B. Employees who wish to observe religious holidays, which fall on a normal workday, shall  
11 use their personal holiday for that purpose.  
12
- 13 C. Personal leave hours must be taken in the year in which they are earned. Personal leave shall  
14 accrue on the anniversary of the date of hire. Personal holidays and leave are not  
15 reimbursable upon termination. Personal leave shall not be accumulated.  
16
- 17 D. Personal leave may be taken in increments of no less than ½ hour periods.  
18

19 **SECTION 515 – Town Beach**

20 All Town employees will be entitled to one free Town beach sticker each year of this agreement.  
21 Stickers are for Town employees' personal vehicles only and they will be issued from the Recreation  
22 Department Office upon request of the employee. A list of Employees will be at the Town Beach to  
23 allow free entrance to family members, who may be using a separate vehicle or alternate means of  
24 transportation.  
25

26 **SECTION 516 – Payroll Direct Deposit**

27 Direct Deposit or optional deductions, on a weekly basis, can be credited to an employee's  
28 savings or checking account in the credit union or bank of the employee's choice. The Town reserves  
29 the right to limit the number of bank accounts to two for direct deposit/optional deductions for each  
30 payroll period.  
31

32 **SECTION 517 – Vacation**

- 33 A. It is the policy of the Town of Shelburne to encourage every employee to take some time away  
34 from the job at least once every year to relax and enjoy the leisure time that has been earned.  
35
- 36 B. Restrictions – No vacation time, may be taken in the first six months of employment. If an  
37 employee is terminated from employment with the Town during the first twelve (12) months of  
38 employment, he/she will not be entitled to be compensated for any accrued vacation time.  
39
- 40 C. Schedule: employees are eligible for paid vacation days according to the following schedule:  
41

42	LENGTH OF SERVICE	HOURS ACCUMULATED PER YEAR
43		
44	Date of Hire until 5th Anniversary of Date of Hire	8 hours per month
45	Beyond 5th Anniversary of Date of Hire until 10th Anniversary	12 hours per month
46	Beyond 10th Anniversary of Date of Hire	15 hours per month

- 47 D. All vacation is figured from the date of hire.  
48

1 E. All vacation leave will be accrued on a monthly basis and will be credited at the end of each  
2 month.

3 F. Limitations – The following limitations shall apply to the exercise of vacation benefits:  
4

5 1) Subsequent to the first year of employment, each employee is required to take a  
6 minimum of five days' vacation, during each calendar year of employment.  
7

8 2) Vacation may be taken in increments of no less than 1-hour periods.  
9

10 3) The scheduling of vacation time shall be the responsibility of Department Heads.  
11 Scheduling shall accommodate, to the greatest extent possible, preference expressed by  
12 department employees. Subject to the discretion of department heads, preference shall  
13 be given to seniority in regards to conflicts in employee vacation time.  
14

15 4) In the event that a regular holiday falls during a scheduled vacation leave period, a  
16 vacation leave day will not be charged to the employee for that day.  
17

18 5) Upon the exhaustion of all available sick leave by an eligible employee, accumulated  
19 vacation leave may be exercised by any employee unable to work by virtue of extended  
20 illness, maternity leave, or accident.  
21

22 G. Accumulation – Except as provided herein, an employee with unused vacation time on June 30  
23 of any fiscal year may only carry forward into the next fiscal year a total of 240 hours of  
24 vacation. Any vacation hours in excess of 240 will be forfeited without compensation. Any  
25 employee who, prior to May 1 of any fiscal year, requested and received approval for a vacation  
26 during the period May 1 through June 30 of that fiscal year, will not forfeit such vacation hours,  
27 if:  
28

29 1) the vacation is canceled by the Town, and

30 2) the vacation hours are used within the first thirty (30) days of the next fiscal year.  
31

32  
33 **SECTION 518 – Sick Leave**

34 A. If an employee is sick and cannot report for work, he/she must notify her/his immediate  
35 supervisor as far in advance of the employee's scheduled work time as possible. If the  
36 immediate supervisor is not available, the next higher supervisor in the line of command to  
37 the employee shall be notified.  
38

39  
40 B. All permanent full-time employees of the Town shall be entitled to sick leave as follows:  
41

42 **SICK LEAVE**

**HOURS ALLOCATED**

43  
44 Date of Hire – 5th Anniversary of Date of Hire

8 hours per month

45 Beyond 5th Anniversary of Date of Hire

12 hours per month  
46

47 C. Employees may accumulate sick leave from year to year to a maximum of 90 days.

1  
2 D. Any employee whose absence for reasons of sickness extends beyond three (3) consecutive  
3 workdays shall provide the Department Head with a statement from a licensed medical  
4 professional attesting to the employee's inability to work. If the absence extends beyond one  
5 week, the employee's department head may request a statement from a licensed medical  
6 professional regarding the expected duration of the absence and the frequency of routine  
7 medical re-evaluations during the absence. The department head may also request a statement  
8 from the medical professional describing the nature of problem necessitating the absence which  
9 the medical professional will provide unless precluded by law. The department head may  
10 request subsequent statements from the medical professional regarding the employee's status  
11 following routine re-evaluations.

12  
13 E. Any employee who has accumulated a total of 480 sick leave hours (60 sick leave days) may  
14 convert additional sick leave hours to annual leave hours as follows:

15  
16 16 sick leave hours to 8 annual leave hours

17  
18 Up to 80 additional annual leave hours (10 annual leave days) may be obtained through  
19 conversion per fiscal year.

20  
21 F. An employee may use sick leave for the following purposes:

22  
23 1) Purposes of personal illness or injury.

24  
25 2) A death in the immediate family, with a maximum of ten (10) days granted per  
26 occurrence unless additional time is granted by the Town Manager. (See  Section 522)

27  
28 3) Serious illness of the immediate family where the employee's attendance is required.

29  
30 4) Medical appointments for the employee or his/her child, spouse, parents or in-laws.

31  
32 5) Pregnancy and related medical conditions.

33  
34 G. Sick leave may be taken in increments of no less than 1-hour periods.

35  
36 H. An employee who does not take any sick leave within any twelve-month period commencing  
37 with the date of original employment will receive one (1) additional annual leave day upon  
38 request of the employee.

39  
40 **SECTION 519 – Court Leave**

41 Jury Duty – In recognition by the Town that it is a civic obligation of each Town employee to  
42 serve jury duty if called, all employees shall be reimbursed at their customary rate of pay for work  
43 absences due to jury duty or appearing as a witness under legal compulsion. Payments by the Town  
44 under this provision shall be reduced to the extent of any amount received by an employee as  
45 compensation for jury duty or appearance as a witness. An individual taking court leave shall be  
46 required to submit documentation as to any pay received from the Court.

1 **SECTION 520 – Military Leave**

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

7  
8 **SECTION 521 – Parental, Medical and Family Leave**

9 Eligible employees may receive leave as described in the Family and Medical Leave Act, 29 USC 2601  
10 and 2611 et seq. (FMLA), and the Vermont Parental and Family Leave Act, 21 VSA 470 et seq.  
11 (VPFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for  
12 such leave, and the length of leave.

13  
14 The Town reserves the right to designate any qualifying leave of absence granted under this policy as  
15 leave under FMLA or VPFLA. A request for leave must be made to the Town Manager or Acting Town  
16 Manager within a reasonable time in advance, and shall include, when possible, the estimated duration.  
17 In the case of serious illness of the employee or a member of the employee’s family, the Town Manager  
18 may require certification from a physician to verify the condition and the amount and necessity for the  
19 leave requested. Where an employee’s leave request is covered by VPFLA and FMLA, the Town will  
20 adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave  
21 under both the VPFLA and FMLA, the leave periods shall run concurrently.

22  
23 For the purposes of determining the twelve-month period in which an employee may be entitled to  
24 VPFLA and/or FMLA leave, the Town will use a rolling twelve-month period measured backward from  
25 the date an employee uses such leave.  
26

1 **SECTION 522 – Bereavement Leave**

2 A. All employees shall be entitled to a bereavement leave with pay for absence caused by the death  
3 of a member of any employee's immediate family upon verification by the Town Manager. Paid  
4 leave shall be limited to five (5) days per occurrence for full time employees. 10 days for the  
5 death of a spouse or significant other.

6  
7 B. Upon the death of a coworker employees shall be allowed time off with pay to attend visiting  
8 hours or funeral.  
9

10 **SECTION 523 – Education Leave**

11 Leaves of absence without pay may, with the approval of the Department Head and Town  
12 Manager, be granted for attendance at any full-time degree granting college or university, provided it is  
13 for courses related to the employee's line of employment. The employee's position will be made  
14 available upon completion or return from the particular program. Requests for educational leaves of  
15 absences will be reviewed on a case-by-case basis. The granting of an educational leave of absence  
16 shall not set a precedent for subsequent requests for such leave by any Town employee.  
17

18 **SECTION 524 – Special Leaves of Absence**

19 The Town Manager and appropriate Department Head may authorize leaves of absence during  
20 which employee benefits are preserved but no salary is paid. The Town may fill an absent employee's  
21 position by temporary appointment. The granting of a special leave of absence shall not set a precedent  
22 for subsequent requests for such leave by any Town employee.  
23  
24

25 **ARTICLE 6**  
26 **COMPENSATION**  
27

28 **SECTION 601 – Rate of Pay**

29 Compensation shall be in accordance with the following.  
30  
31

- 32 A. Effective July 1 of each year, Employees shall receive a COLA equal to the three year  
33 average of the CPIU Northeast, published by the U.S. Bureau of Labor Statistics, Consumer  
34 Price Index for the New England sub-area of the Northeast Region. This average shall  
35 calculate the averages from the months of October to October of each year.  
36  
37 B. New hires with no experience will be placed on probation for a period of 6 months. At the  
38 end of the probationary period, members will receive a 2% increase in pay.  
39  
40 C. New hires for the Public Works Department who have appropriate experience will be paid  
41 commensurate with that experience as determined by the Manager in consultation with the  
42 department head.  
43  
44

45 **SECTION 602-Call Back Pay**

46 If an employee is called back to work after a normal workday has terminated, or before his/her  
47 next regular workday, he/she will receive no less than three (3) hours at the rate of one and one-half  
48 times his/her regular pay rate. This policy will be applicable to all call-back situations, and will be

1 based on a per occurrence basis.

2  
3 **SECTION 603 – Longevity**  
4

5 Members who have completed five consecutive full-time years of service shall receive longevity pay  
6 equal to \$75 for each year of full-time service worked in excess of five years, with an annual limit of  
7 \$600. Payment shall be made on the employee’s anniversary date. Assistant Town Clerks shall be  
8 subject to an annual limit of \$750.  
9

10 **SECTION 604 – On Call Pay**

11 It is recognized that certain jobs and departments may require employees to be on-call and  
12 readily available after hours and on weekends to handle emergency situations. Employees on-call in a  
13 particular department are expected to respond in a prompt fashion to emergency situations. In return for  
14 this, employees’ on-call pay shall be as follows:  
15

16 Highway, Sewer and Water  
17 Department \$335 per week. Employees on call on any portion of  
18 Thanksgiving Day, Christmas, New Year’s or  
19 Independence Day shall receive an additional \$60 in on  
20 call pay for the week in which the holiday falls. Highway  
21 Winter On Call rates shall be modified as described  
22 below.  
23

24 Highway Winter Rate From December 1 through April 1 in each year, all  
25 Highway members shall be placed on call. During this  
26 Highway Winter On Call period, the on call rates shall be  
27 \$160 per week (\$22.86 per day). Highway employees on  
28 call for any portion of Christmas Day or New Year’s Day  
29 shall receive an additional \$60.  
30

31 Buildings and Grounds From December 1 through April 1 in each year,  
32 employees shall be on call three weeks of the month  
33 from December 1 through April 1, and shall receive \$160  
34 for each of these three weeks. From April 1 through  
35 December 1, Buildings and Grounds employees may  
36 refuse to respond to call ins. Buildings and Grounds  
37 employees on call for any portion of Thanksgiving Day,  
38 Christmas Day, New Year’s Day, and/or Independence  
39 Day shall receive an additional \$60.  
40

41 In certain conditions, employees on call may be allowed to take home a work vehicle and shall  
42 be determined by the employee’s supervisor.  
43

44 On-call opportunities shall be given to bargaining unit members first on the basis of rotation as  
45 described in the section on overtime.  
46

1 **SECTION 605 – Holiday Compensation**

2 A. Any employee required to work the actual holidays listed in Section 513, meaning, the calendar  
3 date on which the holiday occurs, shall be compensated at the rate of two (2) times their  
4 customary hourly rate of pay for hours worked, in addition to 8 hours pay for working the  
5 holiday or an alternate day off as Holiday Compensatory Time at the discretion of such  
6 employee, and time worked on observed holidays shall be paid at time and one half rates in  
7 addition to 8 hours pay for the holiday or an alternate day off as Holiday Compensatory Time at  
8 the discretion of such employee.

9  
10 B. Holiday Compensatory Time may not be accumulated in any given year in excess of 80 hours  
11 and cannot be replenished that calendar year. Holiday Compensatory Time may not be  
12 accumulated in excess of 80 hours in any calendar year. When Holiday Compensatory Time  
13 has reached 80 hours, all additional Holiday pay for the holiday shall be paid. Accumulated  
14 Holiday Compensatory Time shall not be paid out upon termination of employment.

15  
16 **SECTION 606 – Mileage Reimbursement**

17 Employees who use their personal vehicles for Town business will receive mileage  
18 reimbursement at the maximum non-taxable rate established by the IRS. The use of personal vehicles  
19 must be authorized by the Department Head prior to such use. Mileage reimbursement will be paid on a  
20 monthly basis.

21  
22 **SECTION 607 – Certification Pay**

23 A. Water employees will receive a \$.50 per hour increase in pay for receiving the appropriate  
24 certification for operating the Shelburne water system.

25  
26 B. Wastewater employees will receive a \$.50 per hour increase in pay for each level of  
27 certification achieved after their date of hire.

28  
29 **SECTION 608 – Reserved.**

30  
31 **SECTION 609 – Reserved**

32  
33 **SECTION 610 – Overtime**

34 Overtime work is authorized work performed in excess of forty (40) hours in a single work  
35 week, unless a work period longer than seven (7) days has been established pursuant to Sec. 401(c).  
36 Compensation will be by monetary reimbursement at the rate of 1.5 times the employee's appropriate  
37 hourly rate, for those employees paid on an hourly basis. For the purpose of computing overtime, all  
38 time paid shall be considered time worked with the exception of comp time. Compensatory time taken  
39 by an employee during a work period does not count as part of the hours worked for the purposes of  
40 earning overtime during that pay period.

41  
42 Concerning issues of overtime compensation, Department Heads shall be responsible for  
43 ensuring compliance with the following procedures:

- 44  
45 A. With the exception of unforeseen circumstances, all employees shall notify department  
46 heads or, if none, the Town Manager, in advance of the need to perform overtime work. No  
47 overtime work shall be reimbursed without prior approval of the Department Head or Town  
48 Manager.

1  
2 B. Each employee shall, within the pay period in which overtime work is performed, notify  
3 his/her Department Head of the amount of overtime work performed.  
4  
5

6 C. There will be an equal distribution of overtime work among all members of a department  
7 through a rotation between employees.  
8

9 **SECTION 611 – Compensatory Time**

10 Compensatory time is time off in lieu of overtime pay. The compensatory time policy is as  
11 follows:  
12

13 A. The following restrictions apply to use of compensatory time:

14 1) Compensatory time may not be accumulated in excess of 80 hours. When compensatory  
15 time has reached 80 hours, additional overtime will be paid.

16 2) All compensatory time taken must be scheduled by an employee and approved by the  
17 employee's supervisor.  
18

19 B. Employees will be compensated for any compensatory time upon termination of employment  
20 with the Town, at any time as determined by the Town, or upon request by the employee.  
21

22 **SECTION 612 – Personal Property**

23 A. The Town shall reimburse an employee for personal property damaged, provided that the  
24 damage was in no way caused by the negligence of the employee; and adequate proof is made  
25 that the damage was incurred in performance of job-related functions.  
26

27 B. The amount of reimbursement due from the Town shall be reduced by any reimbursement the  
28 employee receives from other sources.

29 C. The Town will provide on-call employees with basic cell phones. Employees who opt out of  
30 basic plan will be reimbursed up to \$30 per month for personal cell phone.  
31  
32

33 **ARTICLE 7**  
34 **PERSONNEL ACTIONS**  
35

36 **SECTION 701 – Vacancies**

37 When there is an opening or vacancy in any bargaining unit position, the Town shall post a  
38 notice on bulletin boards at each work site for seven (7) calendar days. Employees interested may apply  
39 for the position by providing written notice to the Town Manager within ten (10) days of the posting.  
40 At the expiration of the posting period, the Town may, at its discretion, publicly advertise the vacancy  
41 before acting to fill the vacancy.  
42

43 Upon reviewing all applications received, and conducting interviews as appropriate, the Town  
44 Manager, together with the relevant department head, shall select for employment the applicant whose  
45 qualifications, experience and references indicate that he/she is the individual possessing the most  
46 integrity and is the person best qualified to fill the vacancy.  
47

1  
2  
3  
4 **SECTION 702 – Layoff**

5 Any Town employee may be laid off whenever it is necessary to reduce the number of  
6 employees in any department because of change in the function or organization of a department,  
7 financial restrictions, changes in work demands, elimination of job categories, or related reasons.  
8 Employees so affected shall be notified ten (10) working days in advance of the action to be taken.  
9

10 To the extent possible, layoffs within a department shall be made in inverse order of seniority,  
11 provided a more senior employee is qualified to perform the duties of the position of a less senior  
12 employee in the department.  
13

14 Decisions regarding recall of employees who have been laid off shall be made taking into  
15 consideration the same factors used to make layoff.  
16

17 **SECTION 703 – Drug and Alcohol Testing**

18 All drug and alcohol testing shall be in accordance with the Town’s Drug and Alcohol testing  
19 policy in effect upon execution of this agreement.  
20

21 **SECTION 704 – Disciplinary Actions**

22 Town employees may be subjected to disciplinary action for any reason constituting just cause.  
23 Just cause shall include, but not be limited to any of the following:

- 24 A. Repeated tardiness, unexcused absence, or job abandonment.  
25  
26 B. Use of controlled substances during working hours while operating Town vehicles and  
27 equipment or in a manner which affects job performance.  
28  
29 C. Failure to respond to direction or supervision by the employee’s Department head or  
30 supervisor, or inability to relate to, work with and perform job tasks with fellow employees,  
31 supervisor or Department head.  
32  
33 D. Breach of the provisions and standards set forth in Standards of Conduct and Ethics  
34 Sections, Town employment policies, departmental policies, and any other requirements set  
35 forth in this Personnel Manual.  
36  
37 E. Lack of productivity, failure to discharge job obligations, inefficiency, or incompetence.  
38  
39 F. Action during working hours which constitutes a threat to the safety of the public or fellow  
40 employees or to Town property.  
41  
42 G. False representations on job applications; improper use of Town property, facilities, or  
43 funds; conviction of a criminal offense; or engaging in prohibited political activity.  
44  
45 H. Any other conduct which impairs the efficiency and effectiveness of Town Government or  
46 which could cause public mistrust of an employee’s professionalism.  
47

1  
2  
3 **SECTION 705 – Disciplinary Alternatives**

4 In response to conduct which is grounds for disciplinary action, the Town Manager, upon  
5 consulting the Department head, may take any of the actions described herein. In determining whether  
6 disciplinary action is necessary and, if so, what disciplinary action is appropriate, the Town Manager  
7 and Department head shall consider the nature and severity of the objectionable conduct, the  
8 employee's prior performance/disciplinary record, the effect of the employee's activity on municipal  
9 operations, employee morale and the efficient operation of Town government, the effect of the  
10 employee's activity upon public confidence in Town government, and the past and potential  
11 contribution by the employee to the Town service. The following disciplinary alternatives shall be  
12 available:  
13

- 14 A. Verbal warning – A verbal warning from the employee's supervisor and/or Department  
15 head notifying the employee of conduct considered inappropriate and actions and  
16 procedures necessary to improve the conduct. The date and time of the verbal warning shall  
17 be documented by the supervisor. The employee shall be notified that a verbal warning has  
18 been given by the supervisor.  
19
- 20 B. Reprimand – a written statement, signed by the relevant supervisor and Department head,  
21 notifying an employee of conduct considered objectionable, actions necessary to improve  
22 the situation, and specifying that recurrence of the same or similar activity will result in  
23 more severe disciplinary action. The reprimand shall be filed with the employee's  
24 personnel records.  
25
- 26 C. Suspension Without Pay – The temporary removal of an employee from the performance of  
27 job functions for a period ranging from one work day up to but not exceeding thirty (30)  
28 work days in any twelve-month period of employment. A suspended employee shall remain  
29 on the active roster of regular Town employees for the purposes of the accrual of benefits;  
30 however, he/she shall not receive any salary during the period of suspension. Department  
31 heads shall have the authority to order suspensions of no more than five (5) days without  
32 consulting the Town Manager.  
33
- 34 D. Demotion – The reduction of an employee's rate of pay. Demotion shall be limited to a  
35 maximum of ten (10%) percent of an employee's salary within any consecutive twelve (12)  
36 month period of employment.  
37
- 38 E. Dismissal – The permanent termination of an employee's working relationship with the  
39 Town, subject only to the payment of any accrued earnings or benefits.

40 **SECTION 706 – Grievance and Arbitration Procedures**

- 41 A. A "grievance" is a claim by an employee or the Union that there has been a violation of the  
42 express written terms of this Agreement.  
43
- 44 B. Grievances shall be processed as follows:  
45

46 **Step 1:** An employee, group of employees, or the Union must present a grievance in writing to  
47 the immediate supervisor outside the bargaining unit within 10 calendar days after the alleged

1 violation. The immediate supervisor must respond in writing within 10 calendar days.  
2

3 **Step 2:** If no satisfactory agreement is reached, the grievant or the Union shall present a written  
4 grievance to the Town Manager within 14 calendar days from the earlier of the date a Step 1  
5 response was provided or the date when the response was due. The Town Manager shall meet  
6 with the grievant or the Grievance Committee within 10 calendar days after receipt of the  
7 written grievance and shall respond in writing within 10 calendar days after the meeting.  
8

9 **Step 3 for Grievances arising under Article 7:** If the grievance is not resolved at Step 2, the  
10 union and not any individual employee may, within five (5) days of the date the Manager's  
11 response was due, forward the grievance in writing to the Town Manager or his designated  
12 representative, setting forth the reasons for dissatisfaction with the decision of the Manager and  
13 requesting a Step 3 hearing before a three-person arbitration panel to review the Manager's  
14 decision. A three (3) person panel (the "Panel") shall be organized to hear the grievance as  
15 follows: (a) the Manager and the Association shall each select one (1) person to be a member of  
16 the Panel; (b) the Panel members selected by the Manager and the Association shall in turn  
17 mutually agree upon a third Panel member; and (c) if a third Panel member cannot be mutually  
18 agreed upon, then a request shall be made to the FMCS for the selection of a third panelist. The  
19 Town and the Association shall be responsible for paying the costs of their respective  
20 designated Panel members, and shall share the costs of the third Panel member. In addition, the  
21 Panel may retain an attorney to assist the Panel in the process of consideration of the grievance.  
22 Should the Panel decide to retain an attorney, the cost of the attorney's services shall be shared  
23 by the Town and the Association.  
24

25 The Panel shall convene a hearing as soon as reasonably practicable. Each party shall have the  
26 right to call any witnesses and use any representative it deems necessary. The Panel shall  
27 render a decision in writing within 30 days after the date of the hearing.  
28

29 The panel shall have no power to alter or amend the terms of this Agreement. The panel's  
30 authority is limited to interpreting and applying the provisions of this Agreement and they shall  
31 have no power to add to or subtract from, alter, or modify any of the said provisions. The panel  
32 shall be limited to the issues raised by the parties.  
33

34 **Step 3 for grievances arising under any Article except Article 7:** If the grievance remains  
35 unsettled after the step 2 decision, the grievant or the Union may appeal to the Selectboard by  
36 presenting a written notice of appeal within 14 calendar days from the earlier of the date of the  
37 Step 2 response or the date when the Step 2 response was due. The Selectboard shall meet with  
38 the grievant or the Grievance Committee within 45 calendar days from receipt of the written  
39 notice of appeal. Such meeting shall be held in executive session unless mutually agreed  
40 otherwise by the Selectboard and the grievant. The Selectboard shall then respond to the  
41 grievance in writing within 30 calendar days after said meeting.  
42

43 **Step 4 for grievances arising under Article 7:** If the grievance remains unsettled after the step  
44 3 decision, the grievant or the Union may appeal to the Selectboard by presenting a written  
45 notice of appeal within 14 calendar days from the date of the Step 3 response. The Selectboard  
46 shall meet with the grievant or the Grievance Committee within 45 calendar days from receipt  
47 of the written notice of appeal. Such meeting shall be held in executive session unless mutually

1 agreed otherwise by the Selectboard and the grievant. The Selectboard shall then respond to the  
2 grievance in writing within 30 calendar days after said meeting. The decision of the Selectboard  
3 shall be final.  
4

5 **Step 4 for grievances arising under any Article except Article 7:** If the grievance is still  
6 unsettled, the Union, not any individual employee, may request arbitration within 21 calendar  
7 days from when the response was due. Submission to arbitration shall be accomplished by a  
8 request to the Town Manager.  
9

- 10 C. The parties shall jointly select an arbitrator. If the parties fail to agree on an arbitrator, the  
11 arbitrator shall be selected from a panel of 7 provided by the F.M.C.S. by alternately striking a  
12 name until one remains who shall be the arbitrator.  
13
- 14 D. The arbitrator's authority shall be limited to interpreting and applying the express limited written  
15 provisions of this Agreement and he/she shall have no power to add to, subtract from, alter,  
16 disregard or modify any such provisions.  
17
- 18 E. The expense of the arbitrator's services shall be borne equally by the Town and the Union. If  
19 either party desires a transcript of the arbitrator, then that party shall bear the cost of said  
20 transcript and notify the other party that the transcript has been requested.  
21
- 22 F. The arbitrator's decision shall be final and binding except to the extent that said decision is  
23 subject to appeal pursuant to State statute.  
24
- 25 G. No grievance shall be considered valid unless it is submitted pursuant to the timeliness set forth  
26 herein. Failure by the grievant or the Union to adhere to these procedures within the specified  
27 time period shall render the grievance null and void. Failure by the Town or its representatives  
28 to render a decision within a specified time shall be construed as a denial of the grievance and  
29 the grievant may proceed to the next step of the procedure. Time periods specified in this  
30 Agreement may be extended by mutual agreement, in writing, between the grievant or Union  
31 and the Town Manager.  
32

33 **SECTION 707 – Personnel Records**

- 34 A. **Maintenance.** The personnel records for each Town employee shall be kept in the office of the  
35 Town Manager. These records are confidential in nature and should be accessible only to  
36 the Town Manager, or designee, and the employee. Requests for specific information  
37 regarding employees shall be made to the Town Manager.  
38 B. **Release of Information.** Personnel records of Town employees are considered confidential.  
39 Requests for information concerning an employee's or former employee's job history, job  
40 performance, and circumstances of job termination, and for access to personnel records  
41 other than by Town officers, employees and agents who need such access for bona fide  
42 Town purposes shall be denied, except as follows:  
43
- 44 1) a current employee may inspect his/her own personnel file during regular business  
45 hours; and
  - 46 2) a current employee or former employee's dates of employment and job title(s) will be  
47 provided upon request to the appropriate Town personnel; and

1           3) upon receipt of a written waiver and consent to a full release of information executed by  
2           the employee or former employee, requests for further specific information will be  
3           answered by the Town.  
4

5           C. Any performance-related entries to an employee's file shall be copied to such employee at the  
6           time of placement in the file.  
7

8           D. Any material placed in a personnel file may be retained in the file permanently. However,  
9           records of disciplinary actions listed below may not be considered in subsequent disciplinary  
10          proceedings after passage of the following time periods:

11           Written reprimand:	2 years
12           Suspension, up to 7 days:	3 years
13           Suspension, up to 14 days:	4 years

14

15           **SECTION 708 – Seniority**

16           For the purpose of application of seniority within this Agreement, seniority shall mean all time  
17           in service with the Town of Shelburne as a full-time employee as defined in Section 512 of this  
18           agreement. Seniority shall be further defined as applying to full time service within classification and  
19           shall apply to shift bidding conflicts and resolution of time off conflicts. For a list of employees in  
20           order of their seniority as of July 1, 2026, please see Appendix C.



1 **ACKNOWLEDGEMENT OF ARBITRATION**

2  
3 We understand that this agreement between the Town of Shelburne and AFSCME Local 1343 contains an  
4 agreement to arbitrate. After signing this document, we understand that we will not be able to bring a  
5 lawsuit concerning any dispute that may arise which is covered by the Arbitration Agreement, unless it  
6 involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an  
7 impartial arbitrator.

8  
9  
10   
11 \_\_\_\_\_

12 Witness

**TOWN OF SHELBURNE**

13  
14   
15 \_\_\_\_\_  
16 Matt Lawless, Town Manager  
17 Duly Authorized Agent

**AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 1343 COUNCIL 93**

18  
19   
20 \_\_\_\_\_

21 Witness

22   
23 \_\_\_\_\_  
24 Unit Representative

25 *David Van Deusen* 3/27/26  
26 \_\_\_\_\_  
27 David Van Deusen  
28 AFSCME Representative

29   
\_\_\_\_\_

Witness

**ADDITIONAL SIGNATURES ON FOLLOWING PAGE**



SIGNATURE PAGE

DATED At Shelburne, in the County of Chittenden, and State of Vermont this 18 day  
of MARCH, 2026.

TOWN OF SHELBURNE



Witness



Matt Lawless, Town Manager  
Duly Authorized Agent

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 1343 COUNCIL 93



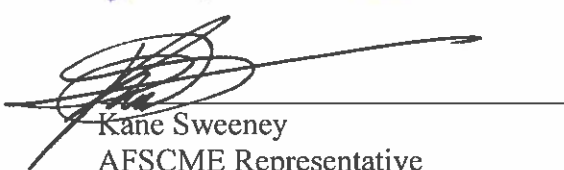
Witness



Unit Representative



Witness



Kane Sweeney  
AFSCME Representative

111

111

111

SIGNATURE PAGE

DATED At Shelburne, in the County of Chittenden, and State of Vermont this 24<sup>th</sup> day of March, 2026.

TOWN OF SHELBURNE

  
Witness

  
Matt Lawless, Town Manager  
Duly Authorized Agent

  
Mike Ashooh, ~~Selectboard Chair~~

  
Matt Wormser, Selectboard ~~Vice~~ Chair

  
Luce Hillman, Selectboard Member, ~~Vice-Chair~~

  
Andrew Everett, Selectboard Member

  
Chunka Mui, Selectboard Member



Signature this page is a "Yes" vote to ratify.

APPENDIX C

List of employees in order of their seniority as of July 1, 2026:

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28

Water Dept.

Chad Racine 05/09/2001  
Andrew Driver 10/05/2022

*Chad Racine*  
*Andrew Driver*

Wastewater Dept.

Steve Williams 11/15/2004  
Walt Arsenault *Walt Arsenault* 10/31/2005  
Jeff Pillsbury *Jeff Pillsbury* 05/19/2014  
Kyle Guillemette 02/07/2023

*Steve Williams*  
*Kyle Guillemette*

Buildings & Grounds

James Sestokas 06/20/2024

*James Sestokas*

Clerk's Office

Lisa Mann 08/01/1993  
Sue Moraska 05/19/2009

Highway Dept.

Victor Raymond 09/10/2001  
Lee Coleman 07/02/2005  
Marc Aube 11/13/2023

*Victor Raymond*  
*Marc Aube*

"No" :

*Lee Coleman*  
*Susan Moraska*  
*Lisa C. Mann*

Vote total : 9-3 (03/18/2026)

