



Town of Thetford Vermont

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802-785-2922 • thetfordvermont.us

Selectboard Special Meeting *Draft* Agenda

Thetford Town Offices

(w/Virtual Attendance Option)

Monday, July 12, 2021 7:00pm

To connect to Zoom via computer: <https://us02web.zoom.us/j/88122490498>

To connect via phone only: +1 (646) 558 8656 | Meeting ID: 881 2249 0498

Note: Selectboard meetings are in public, but not of the public. 1 V.S.A. § 312 (h) states, “At an open meeting, the public shall be given a reasonable opportunity to express its opinion on matters considered by the public body during the meeting, as long as order is maintained. Public comment shall be subject to reasonable rules established by the chairperson.”

7:00pm – Call to Order

- 1) Agenda Review
- 2) Town Manager Report – Bryan Gazda
 - a) Update on Route 132
 - b) New Hires & Open Positions
 - c) Post Mills Dangerous Building Update
 - d) Treasure Island Criteria for Weather Related Closures
 - e) FEMA Reimbursement Update
 - f) Union Village Dam Tour
 - g) Town Hall Energy Audit Presentation
 - h) Town Hall Wi-Fi License Extension
- 3) Public Comment
- 4) Re-Ratification of Department of Public Works Contract
- 5) Stowell Road Bridge Grant Agreement
- 6) Anticipated Vote for Tax Anticipation Note
- 7) Discussion of Mobile Radar/Driver Feedback Signs
- 8) Repairs to Class 4 Road – Request to Make Repairs
- 9) Warrants and Minutes
- 10) Adjourn

Weekly Construction Update Report

TOWN OF THETFORD, VERMONT VT RTE 132 PHASE 2 ROADWAY RECONSTRUCTION PROJECT

Page 1 of 3

WEATHER	Sunny		Weekly Update Report No. <u>001</u>
TEMP	Min 48°F -- Max 91°F	CONTRACT NO.	<u>Stantec Job# 195113410</u>
Contractor Work Hours	7:00 AM to 5:00 PM	Reporting Period:	Tuesday, June 7, 2021 to Thursday July 1, 2021

ITEM CHECKLIST

1. Stantec Personnel 2. Survey Crew 3. GC Labor & Equip. 3a. Sub-Contractor 4. GC Progress	4a. Sub-Contractor Progress 5. Coordination w/Town 6. Coordination w/GC 7. Coordination w/Utility & Public Officials	8. Coordination w/ Gen. Public 9. Testing 10. Change Orders 11. Claims & Disputes	12. Accidents 13. Traffic Maintenance 14. Miscellaneous 15. Construction Photographs
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1. **Stantec Personnel**
 - Seth Potter, Resident Inspector
 - Bryan Ruoff, Project Manager
 - Rene LaBranche, Principal In Charge

2. **Survey Crew**
 - **Vermont Survey and Engineering:** 2 transit operators, 2 survey technicians (rod men)
 - **Construction Layout:** Roadway centerline layout performed from June 2nd to June 7th for the limits of the project.
 - Additional layout performed by Northwoods subs for culvert locations, limits of clearing, centerline, and edge of gravel elevations in early June.

3. **Northwoods Excavating, Inc. Equipment and Labor**
 - **Labor:** 1 Superintendent, 1 Layout Surveyor, 4 Operators, 8 Truck Drivers, 2 Laborers, 1-4 Flaggers (numbers vary day to day)
 - **Equipment:** 2 Jumping Jack Compactors, 6 Tri-axle Dump Trucks, 1 Roller/Vibrator, 2 Excavators Volvo 140, 1 Loader, 1 400# Compactor, 1 Water Truck, 2 trench box, 2 Crew Cab Trucks, miscellaneous tools

- 3a. **Sub-Contractors Equipment and Labor**
 - **Garrity:** 1 Reclaim Machine, 1 Crew Cab Pickup, 1 Foreman/Operator, 1 Laborers,
 - **Lafayette:** 1 Crew Cab Pickup, 1 Parts Truck, 1 Foreman/Operator, 3 Laborer

4. **Northwoods Excavating, Inc. Construction Progress**
 - Two crews working most days on site:
 - Crew #1: Excavating the reclaim material and subgrade material, stockpiling and installing gravel subgrade material and reclaim material to the rough grade elevation as proposed on the plans.
 - Crew is averaging 250 FT to 300 FT per day (full road width) as compared to 250 feet a day as proposed in the original schedule.

- Currently crew has rebuilt the roadway sub-base from STA 208+00 (Tucker Hill Road) to STA 225+50; see Attachment 'A' for a map of the work completed to date.
 - Crew #2: Excavating and installing culverts for the project, to date all of the 15-inch, 18-inch and 24-inch culverts have been installed (16 total installed to date); see Attachment 'B' for list of completed and remaining culverts.
- 4a. Sub-Contractor(s) Progress**
- **Garrity:** Reclaimed roadway for Segment #1 from STA 208+00 to STA 289+50 from June 8th to June 14th.
 - **Lafayette:** Removed and reset 1,400 linear feet of guardrail for construction to provide a safety barrier in lieu of jersey barriers.
- 5. Coordination w/ Town of Thetford**
- N/A
- 6. Coordination w/ Northwoods Excavating, Inc.**
- Discussed schedule and coordination for flaggers and MPT signage.
 -
- 7. Coordination w/ Utilities**
- NA
- 8. Coordination w/ General Public**
- One resident/abutter on Gove Hill Road, Chip Hobson, entered the construction site at the beginning of the project. It was explained to the resident that residents were not permitted within the construction site without proper protective PPE and prior approval (etc.). Since that time this resident has not entered the site.
- 9. Testing**
- S.W. Cole was onsite to perform compaction testing on the installed gravel material. All compaction tests resulted in 95% compaction, meeting specifications.
- 10. Change Orders**
- N/A
- 11. Claims & Disputes**
- N/A
- 12. Accidents**
- N/A
- 13. Traffic Maintenance**
- Traffic signage was set up Northwoods Excavating Inc. on June 7th, 2021. Flaggers were onsite daily. When two crews were working in proximity to each other only two (2) flaggers were on site. When the two crews were working in separate locations four (4) flaggers were on site for safety considerations.
- 14. Miscellaneous**
- Resident complained on June 9, 2021 at the beginning of the project that the traffic setup wasn't clear while work was on going at the intersection of Tucker Hill Road and VT Rte 132.
 - No additional complaints have been received since that time.
 - Noted during the box out of the roadway that there are large boulders below the roadway subgrade and in some instances, they are within the depth of the box out for the roadway. They have needed to be excavated to install the roadway subbase, see photo in section #16.

15. Construction Photographs



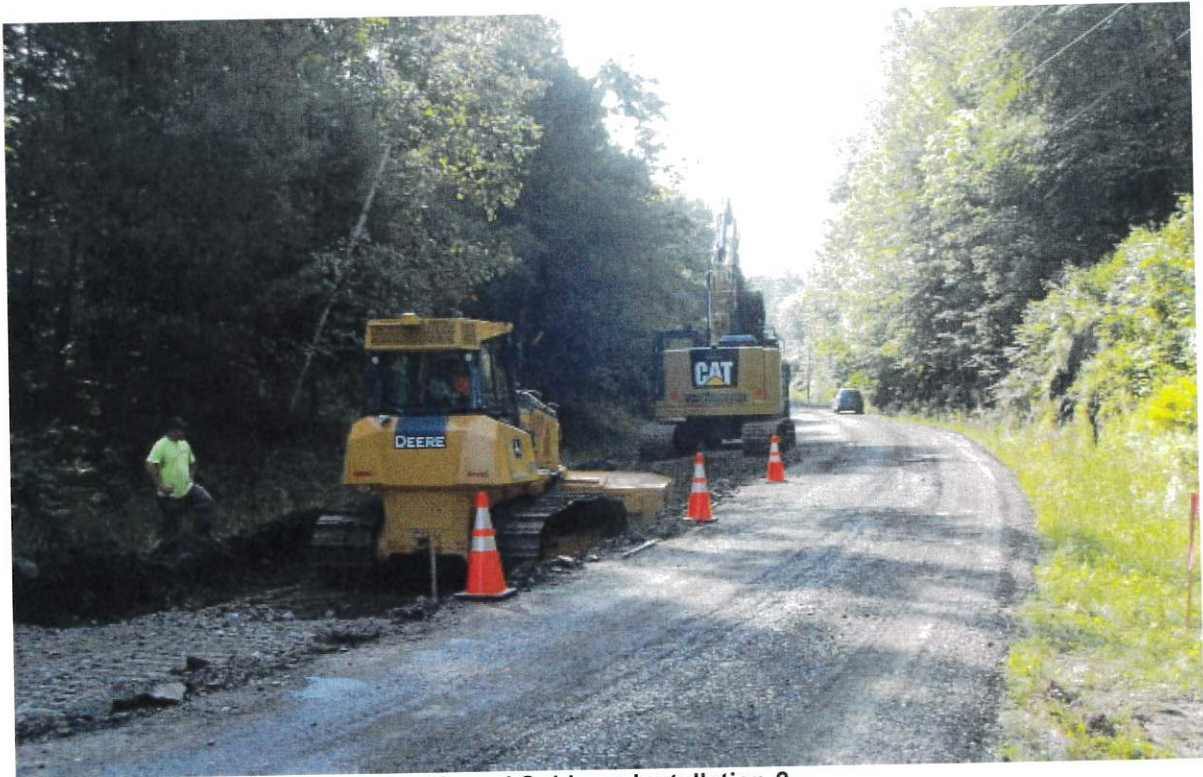
Traffic Control Arm



Roadway Box Out



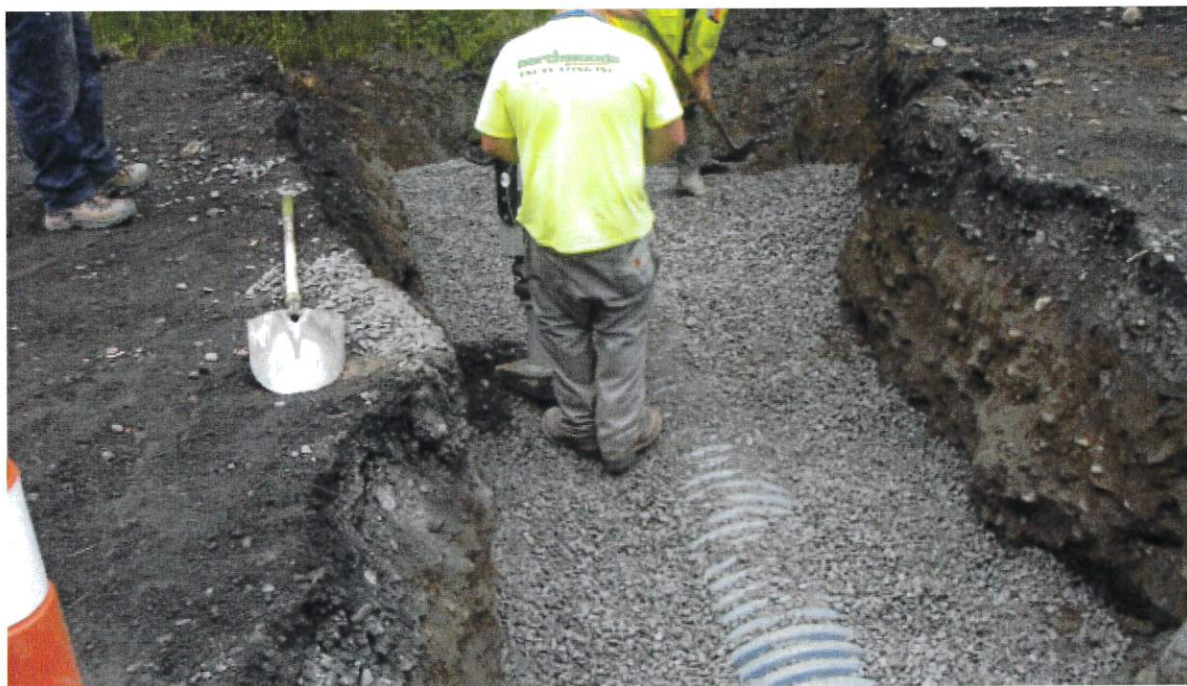
Gravel Subbase Installation



Gravel Subbase Installation-2



Gravel Compaction



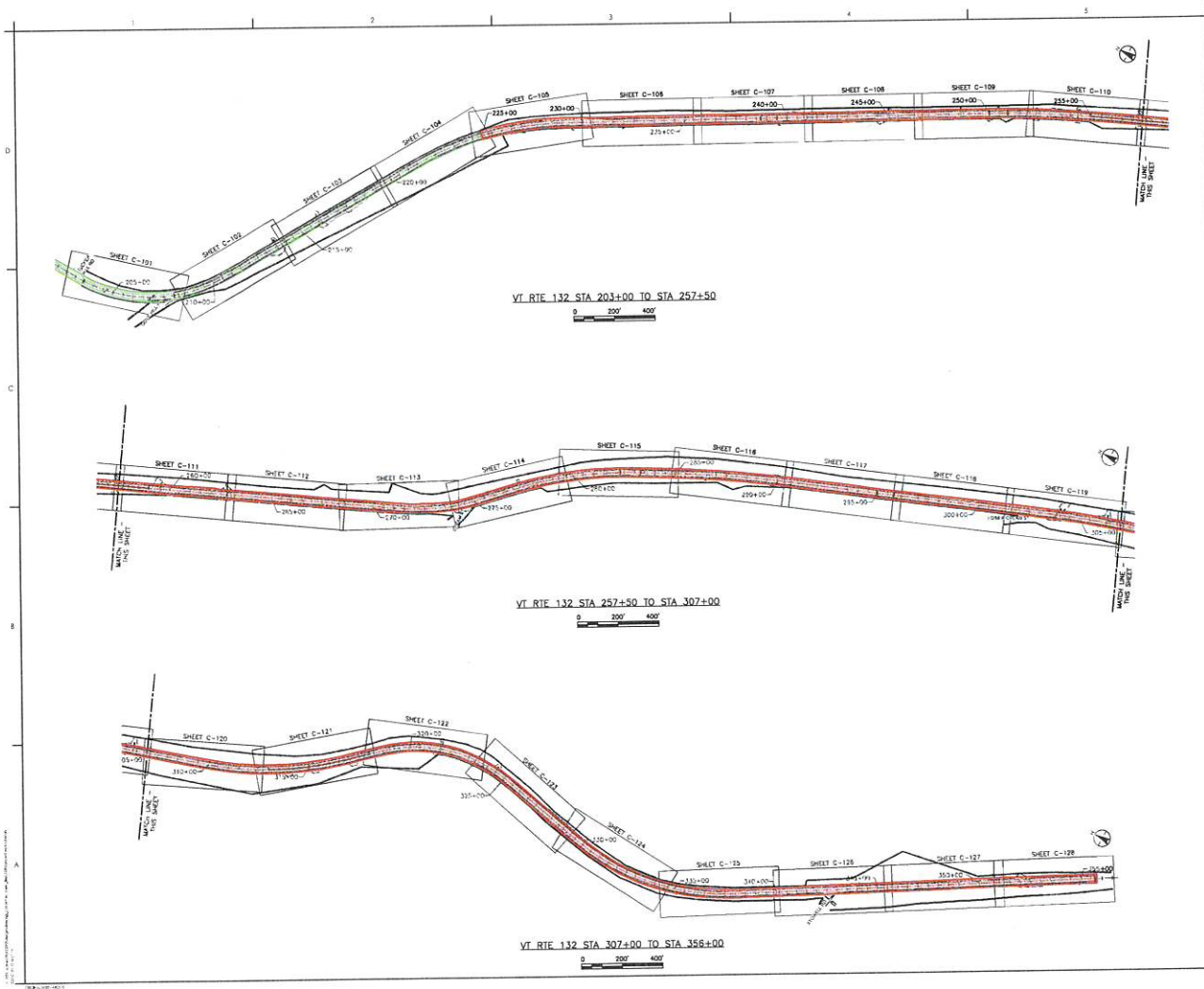
Culvert Installation



#2a
Stantec Consulting Services Inc
5 Dartmouth Drive Suite 200, Auburn, NH

ATTACHMENT 'A' ROADWAY RECONSTRUCTION PROGRESS MAP

#2a



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Consultant

Notes

Revision

Sheet

Client/Project Logo

Client/Project
 TOWN OF THETFORD, VERMONT
 THETFORD VT RTE 132: PHASE 2
 ROADWAY IMPROVEMENTS
 Thetford, Vermont

Title
 PROJECT WORK SUMMARY

Project No. 19113392	Scale AS NOTED
Revision Sheet D	Drawing No. 1 of 1

SK-001



2a

Stantec Consulting Services Inc
5 Dartmouth Drive Suite 200, Auburn, NH

ATTACHMENT 'B' CULVERT REPLACEMENT SUMMARY

#2a

Thetford, VT Rte 132 Roadway Reconstruction

Culvert Replacement Progress

Culvert Number	Station	Culvert Length (Ft)	Culvert Size	Ex. Ground El (Ft)	Culvert Depth (Ft)	Segment	Date Installed
Cross Culvert 1	213+58	50.0	36"	569.50	8.50	1	N/A
Cross Culvert 2	216+08	56.0	18"	571.50	5.67	1	6/15/2021
DW Culvert #1 (1727)	229+50	30.0	15"	570.50	3.09	1	6/16/2021
DW Culvert #2 (1683)	232+00	30.0	15"	571.20	4.10	1	6/16/2021
Cross Culvert #3	245+05	56.0	24"	579.20	5.46	1	6/21/2021
Cross Culvert #4	248+50	50.0	24"	582.80	6.70	1	6/14/2021
Cross Culvert #5	250+40	43.0	18"	585.80	6.54	1	6/17/2021
Cross Culvert #6	252+28	72.0	24"	587.90	8.89	1	6/22/2021
DW Culvert #3 (1295)	252+70	30.0	18"	588.50	2.70	1	6/17/2021
Cross Culvert #7	254+37	45.0	36"	590.00	8.89	1	N/A
Cross Culvert #8	257+36	90.0	18"	594.50	11.50	1	6/17/2021
Cross Culvert #9	259+57	50.0	24"	601.00	8.50	1	6/18/2021
Cross Culvert #10	262+82	55.0	36"	611.00	10.76	1	N/A
Cross Culvert #11	277+36	46.0	24"	635.50	6.14	1	6/18/2021
DW Culvert #4	286+50	30.0	18"	624.00	3.99	2	6/24/2021
DW Culvert #5 (585)	289+70	40.0	15"	626.80	2.51	2	6/18/2021
DW Culvert #6 (582)	290+00	30.0	15"	627.00	2.75	2	6/18/2021
Cross Culvert #12	303+83	55.0	36"	611.20	6.50	2	N/A
DW Culvert #7	304+00	30.0	18"	611.00	3.30	2	6/23/2021
Cross Culvert #13	306+30	49.0	36"	605.00	8.33	2	N/A
Cross Culvert #14 w/DI	321+50	52.0	18"	614.00	6.50	2	N/A
Cross Culvert #15	324+45	73.0	18"	616.00	8.00	2	6/23/2021
Stowell Rd w/DI	342+50	40.0	18"	567.00	7.50	2	N/A

AGREEMENT

BY AND BETWEEN

TOWN OF THETFORD, VERMONT

AND THE



LOCAL 802

PUBLIC WORKS EMPLOYEES

JANUARY 1, 2021 through DECEMBER 30, 2025

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EXHIBIT B JOB DESCRIPTIONS AND QUALIFICATIONS.

PREAMBLE

This agreement is made by and between the Town of Thetford, Vermont hereinafter called the "Town" or the "Employer" and the International Union of Public Employees, Inc., hereinafter referred to as "IUPE" or the "Union." It is the intent and purpose of this agreement to set forth the terms and conditions of employment and to provide an orderly and peaceful method of resolving grievances. As such this preamble is not subject to the grievance and arbitration provisions of this agreement.

ARTICLE 1 - RECOGNITION

Pursuant to certification issued by the State Labor Relations Board on June 9, 2014 in Docket Number 14-28, the Town of Thetford (hereinafter "Employer"), Vermont, recognizes the International Union of Public Employees, Inc. (hereinafter "Union"), as the sole and exclusive bargaining agent for the following unit: all Equipment Operators at the Public Works Department for the Town of Thetford Vermont a VOSHA certified class 3 municipal Department of Public Works department. The Public Works Department will be an open shop with employees having the option to join or not join the union.

The Town shall give each Union employee, and to each new Union employee when he/she is hired, a copy of this contract, two identification cards and a copy of the Rules and Regulations of the Department.

The Town and Union agree to develop and maintain job descriptions for each of the positions covered by the collective bargaining agreement.

ARTICLE 2 - PAYROLL DEDUCTIONS AND DUES

- A. The Union agrees that it will make membership in the Union available to all permanent employees of the Public Works Department covered by this Agreement, and such membership shall be on the same terms and conditions as are uniformly applicable to all members of the Union.
- B. The Town agrees to deduct monthly the Union dues and initiation fees from the earned wages of each employee covered by this Agreement, as determined by the Union. However, no such deductions shall be made except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked "Exhibit B." A copy of each authorization shall be submitted to the Town prior to any said deductions.
- C. The Union agrees to and hereby does indemnify and save the Town harmless from and against any and all claims, demands, suits or any other form of liability which might arise of or by reason of any action taken by the Town in reliance upon information furnished to the Town by the Union for the purpose of complying with any of the provisions of this Article.
- D. The Town reserves the right to require a surety company bond covering the amount of

dues to be deducted by the Town, and as indemnification under paragraph C of this Article.

- E. The word "Foreman" hereinafter shall be the Public Works Foreman, unless otherwise specified.
- F. No dues or agency service fee deduction shall be made except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked "Exhibit B." A copy of each authorization shall be submitted to the Town prior to any said deductions.

ARTICLE 2.5 CONDUCT OF EMPLOYEES

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public and other employees.

All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this contract.

ARTICLE 3 – VACATIONS

- A. Whenever possible, priority of selection of vacation period shall be based upon length of full time service in the Public Works Department; that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the Department, and shall be subject to the final approval of the Foreman. It is the intent of this paragraph that the efficiency of the Public Works Department be unimpaired by vacations, specifically, but not exclusively, during the months of December, January and February, provided that only one employee shall take vacation in any week during those months. Nothing in this paragraph shall be construed as limiting the discretion of the Foreman in setting up the schedule of vacations.
- B. All employees shall be entitled to take vacation time in hourly increments provided such request is made with forty-eight (48) hour notice to the DPW Foreman. Said single day requests will be granted by the DPW Foreman, provided it will not unduly impair the efficiency of the Department. Employees shall be entitled to take vacation time in increments of five (5) or more days, provided such request is made with at least one hundred twenty (120) hours' notice to the DPW Foreman. The DPW Foreman shall provide a copy of all approvals or denials to the Town Manager.
- C. Vacation with pay will be granted the full- time employees after the following period of full time, continuous employment:

Years of Service	Hours/Hours Worked	Approximate Annual Accrual (based on 40 hours / week)	Max. Accumulation (based on 40 hours / week)
1 st and 2 nd year	.041	80 Hours	120 Hours
3 rd through 9 th year	.063	120 Hours	160 Hours
10 th year and subsequent years	.086	160 Hours	200 Hours
14 th year and subsequent years	.104	200 Hours	200 Hours

Up to five (5) unused vacation days may be carried over beyond June 30th until December 31st of each calendar year. Should a holiday fall during the vacation period, an additional day of vacation will be allowed.

- D. If an employee is ordered to work for a period of more than two (2) weeks at a higher classification, he shall be compensated by one-half (1/2) of the difference between the minimum rate and the maximum rate, together with the minimum rate, of such higher classification after any period of service beyond the said two-week period, but in no case shall his pay be less than the pay he was receiving prior to assignment to work at the said higher work classification. Upon commencement of the third week of continuous employment, an employee who has been assigned to a higher work classification shall be entitled to receive retroactive pay for said higher work classification commencing after the first week of said employment.

ARTICLE 4 -BEREAVEMENT LEAVE

Each member of the bargaining unit will be granted leave without loss of pay in the event of a death in his/her immediate family. Leave shall consist of three (3) days for making arrangements, attending memorial services, funeral services and attend to such other matters as may be necessary in the event of the death of a family member. (spouse, child, stepchild, mother, father, brother, sister, grandparent, mother-in-law, or father-in-law), or any other relative if the relative was living in the same household as the employee immediately preceding his or her death. In the event that the death of a family member where the services are out of state, the Foreman may grant two (2) additional days for travel. In the event that the services are delayed, the employee may delay taking his/her bereavement leave.

ARTICLE 5 - LEAVE OF ABSENCE AND PERSONAL DAYS

- A. Except as otherwise provided in this Agreement or as required by statute, all leaves of absence shall be without compensation and may be taken only with the consent of the Town Manager and the approval of the Foreman.
- B. No exclusive personal days are granted, however two sick day can be taken as a personal day at any time during the year.

SECTION 5.1: PARENTAL AND FAMILY LEAVE

Eligible employees may receive leave as described in the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the PFLA. Where an employee's leave request is covered by the PFLA and the FMLA, the Town will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the PFLA and FMLA, the leave periods will run concurrently.

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

SECTION 5.2: SHORT TERM FAMILY LEAVE

In accordance with the Vermont Short Term Family Leave Law, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward;
- To attend or accompany the employee's child or other family member to routine medical or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or
- To respond to a medical emergency of the employee's family member.

The Town of Thetford may require that leave be taken in a minimum of four-hour segments. At the option of the employee, vacation time may be used. An employee shall

make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency.

SECTION 5.3: LEAVE OF ABSENCE WITHOUT PAY

All requests for leaves of absence without pay for any reason other than those covered by federal or state law must be submitted in writing to the employee's immediate supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the employee may continue in the employee's group health plan coverage by paying the required premium in accordance with the payment schedule established by the Town. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during the unpaid leave period.

ARTICLE 6 -SICK LEAVE

- A. No sick leave will be granted during the first three (3) months of employment. Upon three (3) months of continuous employment an employee shall be entitled to eligible for the following sick leave for personal illness or injury. Sick Employees earn sick leave at the following rate: .0248 per hour worked (approximately 48 hours per year). Sick time can carry over year to year and accumulate over time to a maximum of 200 hours.

A Physician's certificate of proof of illness may be required from the employee at the option of the Foreman after three (3) consecutive days of absence, or in any case in which a pattern of sick leave usage indicates possible abuse, before payment is granted under the provisions of this section. Within the meaning of this Article, sick leave shall be absence from duty for illness or injury not sustained in the line of duty and for which the employee is entitled to compensation as an employee of the Town under the provisions of the General Laws of Vermont.

- B. Illness, injury or disability willfully self-imposed shall not be considered proper claim for leave under this section.
- C. An employee who is no longer employed by the Town will be compensated for unused Vacation Time only.
- D. Sick leave may not be used to cover absence resulting from a work related injury which is compensable under Workers' Compensation.
- E. Sick leave is not considered "hours actually worked" for the purpose of computing eligibility for overtime.
- F. Sick time can be taken in one hour increments.

- G. the Town may offer fitness programs which the town encourages employees to engage in for better health and work performance.

ARTICLE 7 -UNIFORMS

The Town agrees to reimburse up to four hundred dollars (\$400) as a clothing allowance for each employee performing duty. Effective January 1, 2022 and each January 1st thereafter, the clothing allowance shall increase in accordance with the COLA adjustments for base wages as described in Article 11. Should an employee not perform any duty during the course of a fiscal year, no payment shall be made under this section. All members of the Union must supply uniforms and protective gear normally used in performing the functions of the Public Works Department. Dust masks shall be supplied to employees who are directed to unload chemicals. The Town will continue to provide reflective gear for safety purposes.

All permanent employees shall wear their appropriate uniforms during regular work hours. Uniform shall consist of work pants, sweatshirt (or coveralls for garage personnel). Uniform shirt or tee-shirt shall be worn at all times. Uniforms must be clean and presentable. Work shoes shall be worn at all times. Shorts may be worn, no cut-offs.

ARTICLE 8-HOURS OF EMPLOYMENT

- A. The regular workweek and hours of the Public Works Department shall be eight-hour day Monday thru Friday. During the traditional summer months, the typical work schedule will be four ten-hour work days, Monday through Thursday; nevertheless, management may, in its discretion, require five standard work days to address emergencies or unforeseen situations. All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their Supervisor as soon as possible, but no later than one (1) hour before their normal start time. Regular work hours may be changed and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require, and be compensated at over-time pay as required by the Fair Labor Standards Act (FLSA) listing or provisions of the Collective Bargaining Agreement.

All notification of change of shift hours will be made to the employee in writing five (5) days prior to the proposed change. The five (5) day advance notification rule may be suspended by the Foreman in cases of emergency (i.e. unexpected extended sick leave or vacations, injury of the normally assigned employee, etc.). If the change of shift is a hardship for the assigned employee, he/she may submit extenuating circumstances concerning the change in writing to the Foreman for his consideration.

- B. When an employee is required by the Foreman to work in excess of forty (40) hours in any one week or eight (8) hours in any day, he shall be compensated at the rate of time and one-half for said overtime (Comp time and vacation time taken shall count toward the forty (40) hours). All overtime worked shall be paid by the Town in the following

week's paycheck regardless of the nature of the overtime work.

Allocation of Overtime: Overtime will be distributed on an equitable basis within the Department being offered on a rotating basis by name listing, with management taking into account as presently done the requirements of the task(s) and qualifications of the employees and as detailed on the attached sample list format. The list shall be initially compiled by seniority.

The overtime list, schedule, and an overtime log- which details the nature of the job for which overtime was required, the employees who were called, the employee who worked the overtime assignment, and the number of hours worked on each assignment shall be administered and kept current by the DPW Foreman and a copy shall be provided to the Union Steward and posted in the employees' room on a weekly basis.

If an employee is offered overtime and refuses or when an employee works overtime, his name shall go to the bottom of the list. If an employee is called at the contact number he/she has provided, but is not reached to either accept or refuse the overtime, he may be skipped over on that turn, but will not be moved to the bottom of the list. If every employee refuses an overtime assignment the work may be assigned by the Town in reverse seniority order.

If an employee is denied an overtime opportunity by an error of management, that employee shall be given the next overtime opportunity for which he meets the minimal qualifications. If three (3) or more management errors in assignment of overtime occur within a calendar year, then each subsequent error shall result in monetary compensation equivalent to the overtime opportunity lost the employee.

An employee, prior to July 1 of each year, may inform the Foreman that said employee wishes to accrue compensatory time off in lieu of overtime. Said compensatory time shall be calculated in accordance with overtime due (time and one-half for overtime at time and one half, double-time for double-time) and shall accrue to a maximum of five days (5) days compensatory time shall be carried over from year to year. An employee must provide twenty four hours' notice to the Foreman prior to taking a compensatory day off. All compensatory time may be taken as one hour increments. Said days shall be taken at the discretion of the Foreman and shall be granted in a manner so as not to impair the efficiency of the Department. Only overtime duty work performed for the Town of Thetford Public Works Department may be used toward compensatory time.

- C. The Town shall provide a bulletin board and announcements shall be posted in conspicuous places where the employees enter or leave the premises. Parties to this Agreement (both of whom may use the bulletin board for notices of a routine nature) agree that it would be improper to post denunciatory or inflammatory written material on said bulletin board.
- D. When a position in the department becomes vacant or a new position is created, the position will be posted on the bulletin board in the employees' room listing the pay,

duties, qualifications and hours of employment. Employees interested in the position shall respond in writing to the Foreman within fourteen (14) calendar days of the posting. Within ten (10) calendar days of the posting expiration, the Foreman shall give preference to qualified applicants from within the bargaining unit and shall, in any event, give primary consideration to the following factors in making a selection.

- a. Ability/experience related to the requirements of the position.
- b. Training related to the requirements of the position.
- c. Job performance in past, including attendance record.
- d. Where the above factors are equal, then seniority may be the determining factor in giving preference to the bargaining unit applicant.

Nothing herein shall be interpreted to prevent the Town from advertising a vacancy and soliciting candidates from outside the Town during the posting period set forth herein.

- E. Any employee required to work on a holiday shall receive, in addition to the regular hourly wage, an amount equal to time and one-half for all hours worked.
- F. After sixteen continuous hours of work an employee shall be given up to a four (4) hour unpaid break.

ARTICLE 9 -HOLIDAYS

- A. The following days shall be guaranteed paid holidays if they fall on a regularly scheduled work day:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Town Meeting Day
- Memorial Day
- Independence Day
- Labor Day
- State/National Elections Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Holidays falling on a Saturday or Sunday will be observed as a floating holiday and can be taken as a vacation day according to the town's vacation policy.

- B. An employee who is required to work on a holiday will be compensated at the rate of one and one-half times the employee's regular rate of pay. Holidays do not count toward forty (40) hours worked in a week except on Thanksgiving, December 25th and January 1.
- C. Holiday pay shall equal the number of hours the employee is normally scheduled to work. Example is if an employee is normally scheduled to work

9 hour days then the employee would be paid 9 hours of holiday pay.

ARTICLE 10 - GROUP INSURANCE AND HOSPITALIZATION PLAN

The Group Insurance and Hospitalization Plan covering the Town employees during the term of this Agreement shall have the premiums paid in the following manner: The Town shall pay one hundred percent (100%) of the premiums thereof, and the employees Zero percent (0%) thereof for the primary indemnity plan.

SECTION 10.1: GRATUITIES AND GIFTS

Employees may not directly or indirectly ask, demand, exact, solicit, accept or receive a gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the town.

SECTION 10.2: OUTSIDE EMPLOYMENT

The primary occupation of all full-time employees shall be to the Town of Thetford. Employees may not engage in any outside business activities during their normal scheduled working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest.

Prior to accepting any outside employment, employees will disclose their intent to the Foreman in writing and obtain prior clearance from the Town Manager that such employment may not hamper their job performance or constitute a conflict of interest.

A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

SECTION 10.3: POLITICAL ACTIVITY

No employee may use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public official, or demand or solicit from any individual direct or indirect participation in any political party, political organization or support of any political candidate. Employees are prohibited from using Town facilities, equipment or resources for political purposes and from pursuing political activities while working.

This contract provision is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their

views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Town, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed from prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

SECTION 10.4: NEPOTISM

The Town of Thetford - in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is directly responsible for supervising or evaluating the work performance of another close relative – prohibits the hiring or transferring of relatives when doing so will result in a close relative directly supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervisor of another close relative. Exemptions to this section can only be made by Town Manager approval in advance.

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

SECTION 10.5: SUBSTANCE ABUSE

The purpose of a substance abuse policy is to improve job performance; help employees; provide safety and protection to employees and the public; and to ensure compliance with the requirement that municipalities receiving federal funds have a drug free workplace policy. In addition, federal Department of Transportation regulations require all holders of CDL licenses to have pre-employment drug tests and periodic random drug and alcohol tests. All operators of Town owned vehicles will be subject to pre-employment and periodic drug and alcohol tests.

Reporting to work or working under the influence of alcohol or drugs is strictly prohibited, unless the drug is prescribed and used in the manner prescribed by a duly licensed physician or dentist.

The use, sale, or possession of an illegal drug or controlled substance while on duty is cause for termination. The sale, possession, transfer, or purchase of illegal drugs on Town of Thetford property or while performing Town of Thetford business is strictly prohibited and is also cause for termination. Such action will be reported to law enforcement officials. No alcoholic beverage will be brought to or consumed on Town of Thetford properties.

No prescription drug will be brought on Town of Thetford premises for use by a person other than the one for whom it is prescribed. Such drugs will be used only in the manner, combination, and quantity prescribed.

Any employee whose off-duty abuse of alcohol or illegal or prescription drugs

results in excessive absenteeism or tardiness or is the cause of accidents or poor work will be subject to discipline, including termination, according to the Town's Last Chance Agreement.

Employees with substance abuse problems may voluntarily seek rehabilitation through the Employee Assistance Program of the Vermont League of Cities and Towns (1-800-287- 2173). However, persistent problems may result in disciplinary action, including terms of the Last Chance Agreement, which is part of this policy.

Discipline procedures for substance abuse may include probation contingent on successful rehabilitation. Application of discipline procedures is at the discretion of the Town of Thetford.

SECTION 10.6: TOBACCO USE

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town of Thetford hereby prohibits employees' use of tobacco in any form on town property or in town vehicles, effective September 24, 2013.

The success of this policy will depend upon the consideration and cooperation of smokers and non-smokers alike. All personnel share in the responsibility for adhering to and enforcing the policy. Violations of this policy need to be brought to the attention of the immediate employee supervisor and/or the Town Manager. Smoking cessation assistance is available through the Employees Assistance Program.

SECTION 10.7: PERFORMANCE EVALUATIONS

Employees may be subject to job performance evaluations at such times and in such manner as the Town Manager or his/her authorized representative deems reasonable. The results of such evaluations will be submitted to the employee, the employee's supervisor, and the Town Manager, and will become a part of the employee's personnel file.

It is the policy of the Town of Thetford that an annual performance evaluation will be performed for employees of the Town of Thetford annually prior to June 1.

The performance appraisal will consist of a review between the employee and his or her immediate supervisor. The employee's review will be based on the position's job description and the Town's work standards, as well as the ability of the employee to work well with others in the workplace.

Supervisors will be as objective as possible when judging the performance of an employee. In addition, the supervisor should encourage each employee to seek and receive guidance in improving his or her performance.

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Employees will be given an opportunity to review the written appraisal and make written comments concerning all aspects of the appraisal, after management's review. The employee should be given the opportunity to express his or her agreement or disagreement with any of the points made in the evaluation.

A copy of the performance appraisal should be signed by the employee and the supervisor, and must be placed in the employee's personnel file.

SECTION 10.8: PERSONNEL RECORDS

Personnel records will be maintained for each employee of the Town of Thetford. In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel file at a mutually agreeable time during regular office hours. The Town of Thetford reserves the right to have its representative present at the time its files are examined or copied.

The policy of the Town of Thetford is to retain only relevant job-related information. The Town of Thetford will maintain the privacy of employee personnel records but may provide access to third parties when required by law or allowed for a legitimate business purpose. In accordance with the requirements of the Americans with Disabilities Act, all medical records of an employee shall be kept in a separate, confidential file, and access will be strictly limited to the purpose for which the records were obtained.

SECTION 10.9: USE OF TOWN EQUIPMENT

The use of Town of Thetford equipment or property for personal use is strictly prohibited.

SECTION 10.10: USE OF TOWN COMPUTER SYSTEM

The Town of Thetford computer system is to be used by employees for the purpose of conducting Town business. Occasional, brief, and appropriate personal use of the Town computer system is permitted provided it is consistent with this policy and does not interfere with an employee's job duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on the Town computer system. The Town may monitor any and all computer transactions, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computer system. All files, documents, data and other electronic messages created, received or stored on the Town computer system are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Law.

Employees may not introduce software from any outside source on the Town's computer system without explicit prior authorization from their supervisor. Employees

may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the Town computer system.

Employees who have a confidential password to access the Town's operating system should be aware that this does not mean the computer system is for personal confidential communication, nor does it suggest that the computer system is the property of that person.

Transmission of electronic messages on the Town computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Town computer system which are prohibited:

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non job-related solicitations during or after work hours;
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting; and
- Any other use that may compromise the integrity of the Town and its business in any way.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However employees must recognize that emails sent, received, or stored on the Town computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention schedule for municipal records.

For purposes of this section, computer system means all computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, back up systems and the internal and external email systems accessed via the Town's computer equipment.

SECTION 10.11: EMPLOYMENT DISCRIMINATION

Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, or national origin, sex or age, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

Employees are encouraged to bring any complaints alleging unlawful discrimination to

the attention of the employee's Supervisor who will arrange a meeting to discuss the matter. The meeting will take place as soon as reasonably possible, but in no case later than seven calendar days from receipt of notification. If the Supervisor is unable to resolve the matter during this meeting, the aggrieved party may submit to the Supervisor a written, signed complaint within seven additional calendar days. The Supervisor will then have an additional fifteen calendar in which to conduct an investigation and to issue a report with recommendations to the Town Manager. The Town Manager will, within ten calendar days, notify the aggrieved party of its decision.

SECTION 10.12: SEXUAL HARASSMENT

Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town of Thetford is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town of Thetford for any individual, male or female, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495(h), the Town has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- The conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

- Either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- Touching or grabbing a sexual part of an individual's body;
- Touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;
- Continuing to ask an individual to socialize on or off-duty when that person has indicated he/she is not interested;
- Displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- Continuing to write sexually suggestive notes or letters if it is known or should be

known that the person does not welcome such behavior;

- Referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- Regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- Retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- Derogatory or provoking remarks about or relating to an employee's sex; • Harassing acts or behavior directed against a person on the basis of his or her sex;
- Off-duty conduct that falls within the above definition and affects the work environment.

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report sexual harassment should contact the Town Manager or the Chair of the Town of Thetford Selectboard. The determination of whether or not a particular action constitutes sexual harassment shall be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes sexual harassment, the Town Manager, Selectboard Chair, or Department Supervisor shall look at the record as a whole and at the totality of the circumstances, such as the nature of the behavior and the context in which the alleged incidents occurred. If sexual harassment is found to exist, prompt corrective action shall be taken ranging from a verbal warning up to and including dismissal of the offending party.

The sexual harassment policy of the Town of Thetford shall be available to each employee, shall be posted in a prominent place in the workplace, and shall include the names and addresses of the state and federal agencies that handle complaints of sexual harassment in the workplace.

Complaints of sexual harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office
 Civil Rights Unit
 109 State Street
 Montpelier, VT 05609-1001
 Tel: (802) 828-3171 (voice/TODD)

Equal Employment Opportunity Commission
 1 Congress Street

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Boston, MA 02114

Tel: (617) 565-3200 (voice), (617) 565-3204 (TODD).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to court.

ARTICLE 11 – SALARIES

The Agreement shall take effect on January 1, 2021 and continue through December 30, 2025. The hourly salaries for employees covered by this Agreement shall be as follows:

See Appendix “A.”

All Employees Salaries / Grade shall be determined by the years of experience said person has. Employees in continuous full-time service who have satisfactory performance records shall advance one step rate on July 1st each year. Particulars of the job descriptions of the employees of the Public Works Department are shown in Exhibit “B” attached hereto.

Effective January 1, 2022, COLA shall be defined as the preceding five-year average percentage increase of the Consumer Price Index, CPI-U, Northeast, not seasonally adjusted, or successor index, as calculated by the US Department of Labor or successor agency for the 12 months preceding November 30. The COLA adjustment shall be applied to the pay matrix in Appendix A, Wages. On January 1, 2022, 2023, 2024 and 2025 the previously referenced five year average percentage increase shall be applied but said annual CPI wage increase beginning January 1, 2022 shall not be less than one percent (1.0%) or more than two and three quarters percent (2.75%).

B. CALL BACK

Call Back is generally defined as non-scheduled work arising out of an emergency or unforeseen event requiring additional manpower. Should any member be ordered to return to work after completing his/her assigned shift, he/she shall be entitled to receive a minimum of 3 hours compensation at his/her overtime rate (1.5 times regular hourly base rate). This provision shall not apply to time worked that is concurrent with the member’s regular or scheduled shift. In such case, the member’s compensation shall be paid for the actual hours worked at straight time or O/T.

Nothing herein shall preclude the Town from assigning the member Called Back to service to such other duties or responsibilities so as to fully utilize the full 3 hours call back pay.

ARTICLE 12-NO STRIKE CLAUSE

The Town, the employees and the union and its officers or agents, hereby agree that they will comply with the provisions of Vermont General Laws.

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ARTICLE 13 - JURY DUTY

A full-time employee called for jury duty shall be paid by the Town in an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding the allowance for travel.

ARTICLE 14 - MILITARY TRAINING

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

ARTICLE 15 - SENIORITY

The principle of seniority shall govern and control in the cases of the decrease in working force and choice of vacation period, and for no other reason under this Agreement.

ARTICLE 16 - GRIEVANCE PROCEDURE

If there is a dispute between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure:

Step 1: If an employee has a grievance, he shall first present it orally to the Foreman within five (5) working days.

Step 2: Upon the failure of Step 1 to resolve the grievance, the employee shall present the grievance in writing at Step 2 to the Town Manager within three (3) working days, who shall have three (3) working days (exclusive of Saturday, Sunday and holidays) to render a decision.

Step 3: In the event the grievance is not settled by the action of the Town Manager, then said grievance shall be presented in writing to the Selectboard at Step 3 within three (3) working days after the Town Manager's response is due. Said Selectboard shall respond to the Union Steward in writing within fourteen (14) working days. Failure by the Employee or the Union to file and advance the grievance within the time limits stated herein shall render the grievance null and void; failure by the said Selectboard to reply within the time lines established herein shall be construed as a decision favorable to the employee. The grievant will be notified of date and time that the Selectboard will discuss the grievance and given the option to attend.

Step 4: If the grievance is still unsettled, either party Union may, within thirty (30) days after the reply of said Board is due, by written notice to the Town, other party, request

arbitration at Step 4 by filing a written demand with the American Arbitration Association (AAA). The Demand for arbitration shall be filed within the thirty (30) day time limit specified herein or the grievance shall be considered withdrawn. All time limits for filing and advancing the grievance are jurisdictional, and may only be waived or extended by a written agreement signed by both parties. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Town and the Union shall have the right to strike two (2) names from the panel in accordance with the Rules of the AAA. The AAA shall notify the Parties when an arbitrator is selected. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process will be repeated and the remaining personal shall be the arbitrator.

The arbitrator selected by the parties shall hold hearings promptly and unless the time limits are extended by mutual agreement of the parties, he shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs. The failure of the arbitrator to issue his decision within the time limit herein provided for, shall not invalidate or affect the grievance in any way. The arbitrator's decision shall be in writing and shall set forth his findings of fact, application of law, if applicable, reason and conclusion. The decision of the arbitrator shall be binding and final up on the Town, the Union and the aggrieved employee. The arbitrator shall not amend, change or alter the collective bargaining agreement in effect at the time of the grievance, and his sole duty shall be to interpret the said collective bargaining agreement with reference to said grievance.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union.

Either Party may engage the services of a certified court reporter to make a transcript of the arbitration proceedings at its own expense. The other Party may obtain a copy of the transcript provided that it pays the cost required by the Court Reporter. If both Parties agree that a transcript is necessary or desirable they may jointly engage the services of a Court Reporter, in which case the cost of the transcript which shall be borne equally by the Town and the Union. Grievances involving disciplinary action shall commence at the second step. It is mutually agreed that the Town and the Union will abide by the rules of the American Arbitration Association when they select the Association as a final arbitrator.

ARTICLE 17- DISCHARGE OR SUSPENSION

The Town of Thetford shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of an employee the Town shall notify the employee in writing that it has made a tentative decision to discharge or suspend the employee and the reason(s) therefore. A copy of such written notice shall also be given to the Union Steward. The employee and the Union will be offered an

opportunity to meet with a representative or representatives of the Town to offer evidence or arguments as to why the discharge or suspension should not be implemented, after which the Town shall make its final decision and notify the employee and the Union in writing. The employee and Union may contest any suspension or discharge under the grievance procedure; any grievance contesting a suspension or dismissal shall be filed directly at the final step by making a demand for arbitration. If the suspension or dismissal is reversed by the arbitrator the employee may be reinstated and/or granted back pay, in whole or in part, as determined by the arbitrator

Section 1. Warning-Suspension/Discharge

Discipline shall be imposed within a reasonable time of the Town's knowledge of the infraction. The Town will normally follow a system of progressive discipline. However, the Town in its sole discretion may by-pass any and all steps of progressive discipline and proceed directly to a higher level of discipline, provided that the action it takes is supported by just cause. The normal order of progressive discipline is as follows:

(a) Warning -First Violation

Unless otherwise provided in this Agreement and for a first violation the offending employee shall normally be given a verbal warning, informing the employee of the nature of the infraction and the penalty for further violations. The Town may document the oral warning in the employee's personnel file.

(b) Warning -Second Violation

Unless otherwise provided in this Agreement and for a first second violation the offending employee shall be given a warning, in writing, a copy of which shall be furnished to the Union Steward. The warning notice shall remain in the employee's personnel file for a period of two (2) years from the date of occurrence.

(c) Suspension-Third Violation

Pursuant to section 1 above, and for the third violation, the offending employee shall be suspended for a period from one (1) to thirty (30) working days without pay.

(d) Discharge-Fourth Violation

Pursuant to section 1 above, and for the fourth violation, the offending employee shall be discharged and shall have no further recourse to the beneficial rights created by the Agreement, except that he shall have the right of grievance and arbitration procedure.

Section 2.

Any employee discharged must, within seventy-two (72) hours from the date of discharge, be paid in full for all wages due him by the Town.

Section 3.

A discharged or suspended employee must notify his Union in writing within two working days after notice of discharge of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town in writing within five (5) days from the date of discharge or suspension. The Union shall initiate any

grievance concerning the suspension or discharge of an employee at Step 4, arbitration, by filing a Demand for Arbitration with AAA within thirty (30) days of the date of implementation of the suspension or discharge.

Section 4.

Pursuant to an adjudication order and in compliance with grievance procedure should it be proven that the Town lacked just cause to discharged or suspended the employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including immediate suspension or termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct and are subject to just cause. Examples of conduct that may result in immediate suspension or termination include, but are not limited to, the following:

- Any major violation of Town of Thetford policies, rules, or regulations.
- Criminal conduct.
- Insubordination.
- Dishonesty.
- Inefficiency.
- Breach of trust.
- Neglect of a duty.
- Accepting gratuities.
- Breach of ethics concerning the confidentiality of the Town of Thetford, employee or resident information.
- Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor.
- Gambling on Town of Thetford property or during work hours.
- Inattentive to duty, including sleeping on the job.
- Falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- Conduct deemed disruptive to the Town of Thetford's normal operations.
- Abuse of or undue disrespect for residents or employees.
- Damage to town property due to negligence or malfeasance.
- Professional incompetence.
- Failure to fulfill any essential function as outlined in that employee's job description.
- Any conduct or behavior that (1) poses a risk to the health, safety or welfare of residents or (2) poses a serious risk of or actually disrupts the proper functioning of the Town of Thetford.
- Discourteous conduct to residents, fellow employees, the public or any person with whom the employee is in contact when performing job duties.
- Unauthorized solicitation.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.

- Possession of a deadly weapon during work hours or while on Town of Thetford premises.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.
- Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using, or being under the influence of alcohol or drugs when on the job or subject to duty.
- Fighting, engaging in horseplay or acting in any manner that endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- Stealing or possessing without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- Willful violation of Town rules or policies.

The above referenced list is not intended to be all-inclusive and does not in any way constitute a promise on the part of the Town of Thetford for specific treatment in a specific situation. All disciplinary action is solely within the discretion of the Town of Thetford, subject to the requirement that a suspension or discharge be supported by just cause.

ARTICLE 18 - THE BARGAINING COMMITTEE SECURITY

The Town agrees not to discriminate in any way against employees covered by this Agreement, or against members of the bargaining committee, based on their Union activities. If a member should be elected as a delegate to a Union convention the Town agrees to release the employee without pay, or to allow the employee to utilize accrued vacation leave, while attending same. There will be no liability to the Town of Thetford while a member of the Union if is off duty to attend a convention on Union business.

ARTICLE 19 - MANAGEMENT RIGHTS

Except as specifically limited or modified by the express terms of this Agreement, the Town Manager and the Foreman of Public works shall retain sole and complete authority to supervise, direct and control the operation of the Public Works Department and all employees thereof, including but not limited to the right to select and hire, discipline, suspend and discharge for just cause all employees; transfer, promote and demote all employees; to determine the size, composition and assignments of the work force; to assign overtime; to sub contract work and take any other action whatsoever in carrying out its responsibility to operate the Public Works Department, so long as consistent with the express terms of this Agreement of the General Laws of Vermont. Notwithstanding the foregoing, any new employee may be discharged by the Town, within the period of one year of employment, for any cause, without access to the grievance procedure. Said year of employment-shall commence from date said employee

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is hired.

ARTICLE 20- BI-WEEKLY PAYROLL

The parties agree that upon acceptance by all municipal unions (excluding only the school department), that a bi-weekly payroll system shall be implemented.

ARTICLE 21 - SCOPE OF THE AGREEMENT

It is hereby agreed that any provision of this Agreement which requires the appropriation of money by the Town (or if any or all of the provisions of this Agreement require approval of the Town or amendment of a Town By-Law, under any provisions of General Laws of the State of Vermont) then this Agreement shall not go into effect and shall not be binding on the parties to this Agreement until said appropriation, approval or amendment is made by vote of the Town. In the event the Town shall fail to make such appropriation, approval or amendment, then those parts of the Agreement so affected shall be null and void and of no binding effect between the parties hereto, and those parts of this Agreement which may be legally binding on the Town shall remain in full force and effect during the term of this Agreement.

ARTICLE 22 - MODIFICATION OF AGREEMENT

- A. There shall be no changes, variations, amendments, waivers or modifications of any terms or conditions of this Agreement unless the same are in writing and duly executed by the parties to this Agreement.
- B. In the event any part of this Agreement is declared unconstitutional or in violation of any law, that part of the Agreement so affected will not be binding between the parties, nor be in effect under this Agreement, but any of the remaining parts not so affected shall continue in full force and effect.
- C. A waiver of any breach of condition of this Agreement shall not be construed as a waiver of future enforcement of any and all terms and conditions of this Agreement.
- D. It is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the Agreement prior to thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for the purposes of discussion and amicable accommodation of the desired changes. Nothing in the Article shall preclude the Union or the Town from modifying any previous proposals during the course of negotiations.
- E. This Agreement shall take effect as of January 1, 2021, and shall remain in force and effect until December 30, 2025. It shall continue in force and effect from year to year

thereafter, unless changed or terminated in the above manner and in the manner provided herein.

ARTICLE 23 -DEPARTMENTAL POLICIES AND PROCEDURES

The Departmental Policies and Procedures, attached hereon as Appendix C, are hereby accepted by the Union and the Town as the policies and procedures of the Department. These policies and procedures shall not be changed or modified without proper notice and consultation with the representatives of the bargaining unit.

ARTICLE 24 – MISCELLANEOUS

The Foreman shall assign a minimum of one employee when there is a sander operation involving a single sander. All positions and all grades shall be CDL class B licensed.

ARTICLE 25 - DURATION

This contract shall extend from January 1, 2021 through December 31, 2025, and shall continue in force and effect thereafter while the parties are negotiating towards a new Agreement; there shall be no pay increases unless explicitly agreed to by the parties. Either party wishing to modify or amend the Contract must notify the other party in writing not more than two hundred (200) days prior to the expiration date set forth above. After receipt of notice by either party, a conference will be held within thirty (30) days between the Town and Local's negotiating committee for the purpose of negotiating such amendments or modification.

Executed and sealed this _____ day of _____, 2021.

INTERNATIONAL UNION OF PUBLIC
EMPLOYEES, LOCAL 150

TOWN OF THETFORD

By: _____
President, Local 150

By: _____
Selectboard Chair

By: _____
Vice President, Local 150

By: _____
Selectboard Vice Chair

By: _____
IUPE Representative

By: _____
Selectboard Member

By: _____
Selectboard Member

By: _____
Selectboard Member

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

In accordance with 5652(b) of Title 12 V.S.A., Chapter 191, Arbitration Act, the following addendum is added to the agreement.

ACKNOWLEDGEMENT OF ARBITRATION

It is understood that this Agreement between the Town of Thetford, Vermont and the Thetford DPW Local 802 of IUPE. contains an agreement to arbitrate. After signing this document, it is understood that neither party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

DATED at the Town of Thetford in the County of Orange and State of Vermont this _____ day of _____, 2021.

TOWN OF THETFORD, VERMONT

Witness _____, Selectboard Chair
and Duly Authorized Agent

INTERNATIONAL UNION OF PUBLIC EMPLOYEES, LOCAL 802

Witness _____ Unit Representative

INTERNATIONAL UNION OF PUBLIC EMPLOYEES, LOCAL 802

Witness _____ Unit Representative

INTERNATIONAL UNION OF PUBLIC EMPLOYEES, LOCAL 802

Witness _____ Unit Representative

INTERNATIONAL UNION OF PUBLIC EMPLOYEES, LOCAL 802

Witness _____ Unit Representative

#4

Appendix A

Effective 1/1/21

	1.46% Level 1	Level 2	Level 3
	\$16.45	\$17.49	\$18.54
1.	\$16.77	\$17.84	\$18.90
2.	\$17.11	\$18.19	\$19.28
3.	\$17.44	\$18.56	\$19.66
4.	\$17.80	\$18.92	\$20.06
5.	\$18.15	\$19.31	\$20.45
6.	\$18.52	\$19.69	\$20.87
7.	\$18.88	\$20.08	\$21.29
8.	\$19.26	\$20.48	\$21.71
9.	\$19.64	\$20.89	\$22.15
10.	\$20.04	\$21.32	\$22.58
11.	\$20.44	\$21.74	\$23.04
12.	\$20.85	\$22.17	\$23.50
13.	\$21.27	\$22.62	\$23.96
14.	\$21.69	\$23.07	\$24.45
15.	\$22.13	\$23.53	\$24.94
16.	\$22.56	\$24.01	\$25.44

4

Exhibit B to the Agreement between the Town of Thetford and the International Union of Public Employees, Local 802

JOB DESCRIPTIONS AND QUALIFICATIONS

The following job descriptions and qualifications outline the basic duties and responsibilities of each Union position within the Public Works Department. These descriptions and qualifications are to serve as a measurement in the objective placement of employees within various classifications and pay scales, but they are not to be interpreted as restrictive to the duties outlined. Where job descriptions or qualifications are omitted for any particular position the work to be performed shall be that prescribed by the Public Works Foreman, by vote of the Selectboard/Public Works Commission or by commonly established practice.

The Town retains the right to modify the qualifications of employment or the content of its job descriptions in its sole discretion. The Town will provide the union and all affected employees with at least thirty (30) calendar days prior notice of any proposed changes, and will meet and confer with the Union upon request to discuss the revisions.

Any employee, other than a newly hired employee, who may be promoted to a higher grade in classification shall be entitled to a reasonable trial period of not more than ninety (90) working days to determine whether such employee can perform the functions of the particular classification in a manner satisfactory to the employer. If during such trial period, it appears to the employer that the employee in question cannot perform the functions of the particular classification in a satisfactory manner, the employer reserves the right to remove said employee from said position, in which event said employee shall be returned to the classification and pay rate held prior to promotion.

Town of Thetford, Vermont

JOB DESCRIPTION

Road Crew Worker: Level 1, Level 2, Level 3

Summary of Position:

A Road Crew Worker for the Town of Thetford is primarily responsible for the maintenance and repair of the Town Highway system and associated equipment, and secondarily responsible for maintenance of town facilities and buildings. Under the direction of the Road Foreman, the crew members operate the equipment and provide the labor to maintain and repair the Town facilities including, but not limited to: highway grading, trucking, snow plowing and sanding highways, brush clearing, road repair, light building and facility maintenance and other associated tasks as required.

Responsibilities

Reports to the Assistant Road Foreman/Road Foreman.

Receives specific instructions from the road foreman, who is responsible for carrying out

established policies and procedures. The employee is responsible to receive these instructions, and accomplish the task assigned in a safe, timely, and cost efficient manner.

Safely operate Town highway maintenance equipment, including but not limited to: pickup trucks, dump trucks, bucket loader, road grader, backhoe, tractors with and without various attachments including mowers and woodchippers, and other equipment required for the maintenance of the highways.

Safely operate various hand machinery such as chain saws, weed or brush trimmers, culvert thawers, mowers and welders. Also uses shovels, picks, rakes and other hand operated equipment necessary for highway maintenance.

During the winter months the duties chiefly require snow plowing, snow removal, road sanding, salting, patching, and culvert thawing. These duties frequently occur at irregular times and hours. During Spring, Summer and Fall duties include repair of gravel as well as asphalt roads, culvert installation, hauling of materials and supplies, hauling or moving equipment, cleaning ditches and culverts, installing new guard posts and rails road signs, cutting brush, mowing, and other tasks associated with the maintenance and repair of the Town highways. The duties include major repair, rebuilding, construction, grading and re-grading of gravel roads, repair and patching of asphalt roads.

Road crew members are responsible for the general maintenance of the Town Highway Department equipment. Both preventative and corrective maintenance tasks and adjustments are a routine responsibility throughout the year. The crew members will keep daily records of hours, locations of work, equipment and materials used, gas, diesel fuel, and oil. This information will be entered daily on written time sheets and/or on computer time sheets. In addition to the above duties, Road Crew members are also responsible for routine maintenance of town buildings and facilities, including but not limited to trash collection, minor building repairs, assistance to other Town employees and contractors when appropriate, and other duties as assigned.

Qualifications

- Knowledge and ability to operate the Town Highway equipment.
- Knowledge of the principles, practices, and techniques associated with the maintenance and repair of gravel and surfaced highways.
- Skill in handling controls for starting, stopping, driving, and backing the Town vehicles, skill in judging overhead and side clearances, turning radii, braking distances, and backing clearance.
- Knowledge and application of the techniques and practice for safe heavy equipment operation including: safe lifting heights, practice, loading and load securing techniques, and dumping safety.
- Knowledge and application of safety rules and regulations for the movement of heavy equipment are of paramount importance to this position. Application of these rules are required at all times, on the public way, and also in remote situations.
- The initiative and mechanical ability to accomplish minor repairs, adjustments, and other maintenance tasks on Town vehicles and equipment.

- This position requires skill in communication and interpersonal relations to: understand and follow oral and written instructions, keep records, operate computers and use spreadsheets, and cooperate effectively with fellow workers and supervisors. Exemplary conduct when interfacing with the general public is an absolute necessity in this position.
- The normal physical requirements including the ability and dexterity to reach, bend, turn, move hands, move arms, move feet, and move legs to operate the hand and foot controls of standard and maintenance vehicles are required. Normal, or correctable to normal, vision and hearing is required for the safe operation of equipment. The strength and endurance to repeatedly lift heavy objects, pull and tug objects, dig, chop and use other hand tools, and perform other strenuous activities is required. The strength and endurance to perform effectively over long hours and in adverse weather conditions is required.
- Maintaining a current and valid Commercial Drivers License (CDL) class B is required. A valid CDL medical card is required as well.

Education and Training

Education:

High School Diploma, GED, or similar equivalent education required.

Experience:

This position description includes three levels of experience and responsibility. Except as modified below, all requirements of the above description apply to all levels of assignment.

Level 1: Level 1 is the entry level to this position. The physical ability requirements apply. The incumbent may, however, not have all the experience or knowledge in highway maintenance or heavy equipment operation required. The incumbent must have the ability and interest to learn through classroom and/or on the job experience to acquire the knowledge of techniques and practice required. At this level the incumbent is more dependent upon supervision and assistance from others in the accomplishment of the assignments.

Level 2: Level 2 includes all of the skills and responsibilities of Level 1, and additionally the employee is fully knowledgeable of the techniques and practices of heavy equipment use, operation and maintenance. The incumbent is also knowledgeable in road construction, maintenance and repair techniques. The employee is capable of operating all Town vehicles and equipment. The employee can receive general instruction from the road foreman and, with a minimum of supervision, independently determine the requirements and accomplish the task. Upon occasion, in the absence of and/or at the request of the Road Foreman or Assistant Road Foreman, the Level 2 employee may supervise fellow workers or others engaged in road maintenance and construction work. A Level 2 worker may also be asked, upon occasion, to perform computer data entry tasks.

Level 3 Assistant Road Foreman: This position requires all the skills and responsibilities of Level 2 as well as assisting the Road Foreman in a variety of administrative activities. These include but are not limited to: supervising fellow workers or others engaged in road maintenance and construction work; helping in the preparation of the annual report

to the Selectboard assessing the condition of Town Highways; assisting in preparation of plans for road care for the upcoming year(s); acting as the safety agent for the Town Road Crew by collecting, reviewing, filing and posting safety-related materials; providing information on new safety procedures others on the Road Crew, when applicable; tracking and reporting road project costs including Road Crew Hours, Equipment Hours and all outside expenses (such as contractors, materials or equipment rental); assisting the Road Foreman in preparation of the annual Town Highway Budget; performing computer data entry and reporting; instructing others in basic equipment operation; and acting on behalf of the Road Foreman as required.

Terms of Employment:

The position is a full time position. Overtime is required, especially during adverse weather conditions, as necessary to keep the Town highways serviceable.

Evaluation:

A Road Crew Worker's performance will be evaluated at least annually by the Road Foreman. Performance in accordance with the Town of Thetford's Personnel Policy and Procedures is required and along with this Job Description will be the standard against which performance will be evaluated.



VERMONT

AGENCY OF TRANSPORTATION

FY 2022 Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: Thetford VT MUNICIPAL CONTACT (name): Bryan Gazda

MAILING ADDRESS: PO Box 126, 3910 Route 113, Thetford Center Vt 05075

Phone: (802) 785-2922 E-Mail: bgazda@thetfordvt.gov

ACCOUNTING SYSTEM: Automated Manual Combination

DUNS #: 07-875-5078 Grantee FY End Month (mm format):

DISTRICT CONTACT (name): Chris Bump

Phone: 296-5567 E-Mail: Bump, Chris <Chris.Bump@vermont.gov>

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# ____, (Name) Stowell Road Bridge which is a class ____ town highway.

Bridge # ____, which crosses Unnamed stream

Culvert # ____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: Modular Waste Blocks

Latitude: 43.79474 Longitude: 72.28222 MM (If Available): n/a

Problem:

Stowell Road bridge is an existing single lane, 16' span, wood deck bridge wood deck bridge with cast-in-place concrete abutments, the wooden superstructure and limited upper abutments were reportedly replaced in the early 1980's.. In addition one wingwall is constructed of modular waste black and is leaning over nearing failure. There are various problems with the bridge including: the existing wooden bridge rail is

Reason For Problem:

The reasons for the issues include: poor design of the bridge rail, likely poor design and installation of the wingwall and it appears the approach rail issue has never been considered for correction.

Proposed Scope of Work:

The scope of the project is to assess the structural integrity of the bridge deck, replace and upgrade the wing wall, and add retaining walls on the approaches to facilitate installation of approach rail.

Detailed Cost Estimate (below or attached):

See attached

Estimated Project Amount: \$ 166,170.00 Estimated Completion Date: 09/02/2022

Municipality has complied with 19V.S.A. Section 309(d) regarding "complete streets."	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality has adopted Codes & Standards that meet or exceed the State approved template?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality has a current Network Inventory? (less than 3 years old)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Municipality <u>MUST</u> complete the following environmental resource checklist: -	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
<input checked="" type="checkbox"/> Other: Wooden Deck with Concrete abutments	
PROJECT DESCRIPTION: (check all that apply)	
<input checked="" type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input checked="" type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input checked="" type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input checked="" type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

PROJECT # 1951	SHEET # 1	PAGE #
PROJECT: Stowell Road Road Bridge Rehabilitation	MADE BY: RL	DATE: 2/26/2021
SUBJECT: Preliminary Engineer's Opinion of Cost - Conceptual Level	CHKD BY: BR	DATE: 2/26/2021
	REV BY:	DATE:
	REV BY:	DATE:

Item No.	Description	Unit	Unit Price	Quantity	Price
201.11	Clearing and Grubbing (F)	Acre	\$12,000.00	0.1	\$1,200.00
201.15	Removing Medium Trees	EA	\$200.00	5	\$1,000.00
201.16	Removing Large Trees	EA	\$650.00	1	\$650.00
203.15	Common Excavation	CY	\$15.00	120	\$1,800.00
203.16	Rock Excavation	CY	\$125.00	0	\$0.00
203.30	Earth Borrow	CY	\$7.00	100	\$700.00
203.31	Sand	CY	\$20.00	0	\$0.00
203.32	Granular Borrow	CY	\$35.00	150	\$5,250.00
204.25	Common Structure Excavation	CY	\$15.00	200	\$3,000.00
301.15	Subbase of Gravel	CY	\$22.00	250	\$5,500.00
301.26	Subbase of Crushed Gravel, Fine Graded	CY	\$25.00	125	\$3,125.00
525	Bridge Rail, Wooden	LF	\$150.00	32	\$4,800.00
529.15	Removal of Existing Bridge Structure(Partial)	Unit	\$3,500.00	1	\$3,500.00
540.15	Precast Concrete Wing Walls (Concrete Class AAA)	Unit	\$15,000.00	2	\$30,000.00
541.25	Concrete Class B, Footings	CY	\$85.00	25	\$2,125.00
606.140	Beam Guard Rail	LF	\$28.00	150	\$4,200.00
613.11	Stone Fill, Class II	CY	\$35.00	20	\$700.00
621.50	Manufactured Terminal Section, Flared (G1-D)	EA.	\$2,200.00	4	\$8,800.00
621.72	Guardrail Approach Section, Galv. 2 Rail Box Beam	U	\$3,500.00	4	\$14,000.00
621.80	Removal of Guardrail	LF	\$3.00	61	\$183.00
635.11	Mobilization	Unit	\$15,000.00	1	\$15,000.00
641.10	Traffic Control	Unit	\$3,000.00	1	\$3,000.00
649.51	Geotextile For Silt Fence	SY	\$15.00	200	\$3,000.00
651.15	Seed	LB	\$15.00	20	\$300.00
651.18	Fertilizer	LB	\$10.00	50	\$500.00
651.25	Hay Mulch	SY	\$3.00	150	\$450.00
651.35	Top Soil	CY	\$3.00	50	\$150.00
653.20	Temporary Erosion Matting	SY	\$5.00	100	\$500.00
675.21	Traffic Sign Type B	SF	\$20.00	50	\$1,000.00
900.630	Special Provision (SWPPP Plan Monitoring)	Unit	\$2,500.00	1	\$2,500.00
900.645	Special Provision (SWPPP Plan)	HR	\$55.00	32	\$1,760.00

SubTotal:	\$118,693
Design and Construction Phase Engineering	\$23,739
20% contingency	\$23,739
Total:	\$166,170

Note 1 - Assumes 4 week road closure

Stowell Road Bridge – Failing Waste Block Wing Wall



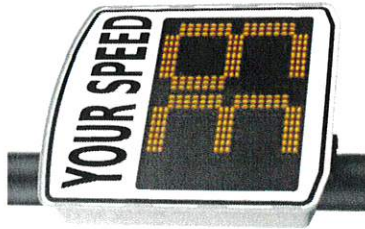
#5

Stowell Road Bridge – Failing Wood Bridge Rail Posts



Radar sign comparison

ITEM	MANUFACTURER	COST	PROS	CONS
Mounted Radar signs	Evolis XL (pair)	\$6,700	<p>Least expensive option</p> <p>"On duty" 24/7/365 for constant reminder</p> <p>Solar power</p> <p>Non-solar version can be more readily moved, but is more manpower intensive to move and periodically change batteries</p> <p>Stats available, but limited to single direction, for traffic moving toward the device</p>	<p>Generally limited to a single location</p> <p>Does not classify traffic by size or direction</p> <p>Requires VTrans approval for State roads</p>



Radar trailer	Decatur Electronics	\$10,930	<p>Highly mobile</p> <p>Provides statistics, but limited to one direction, vehicle counts are not accurate</p> <p>Easy to deploy to different location based on needs/complaints</p>	<p>Requires manpower to move</p> <p>Possibly limited deployment timeframe due to battery/solar capacity</p>
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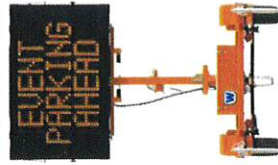


Radar sign comparison

ITEM	MANUFACTURER	COST	PROS	CONS
Radar trailer	Wanco	\$11,750	<p>Highly mobile</p> <p>More robust stats available, classification and direction of vehicle</p> <p>Easy to deploy to different location based on needs/complaints</p>	<p>Requires manpower to move</p> <p>Possibly limited deployment timeframe due to battery/solar capacity</p>



Combined Radar/Variable Message board	Wanco	\$19,250	<p>Multi use for radar as well as messaging option for emergencies or events</p> <p>Radar stats as well as vehicle size and direction classification, accurate traffic counts</p> <p>Available larger solar panel and battery bank allows constant operation</p>	<p>Cost</p> <p>Requires more space to set up than standard radar trailers</p>
---------------------------------------	-------	----------	--	---



#8

Bryan Gazda
Thetford Town Manager

May 19, 2021

Bryan,

I am writing to request permission from the Town to perform some repairs and upgrades to the non-maintained Class 4 section of Whippoorwill Road from 1015 to 1379, an overall distance of approximately 1,900 feet.

The anticipated scope of this work will be to clean out ditches as needed, and to apply a total of 150 - 175 tons of crushed gravel between 4 and 6 inches in depth, and approximately 10 feet in width to repair a half dozen portions of roadway totaling about 1,200 feet that become nearly impassible during the spring thaw.

I have walked this section of road with Dale Lewis to view the proposed work, and he did not have any concerns with the work as I outlined it to him.

I understand that all costs associated with this project are mine alone, and I understand that I am required to keep the road open to traffic with only short delays while trucks are delivering and placing material.

I anticipate that this work will be done in two days during the summer when I am able to schedule delivery of material.

Thank You for your attention to this matter,

David Goodrich
1015 Whippoorwill Road
Thetford Center



-  - Work area
-  - Ditching
-  - Gravel
-  - Possible Culvert

8



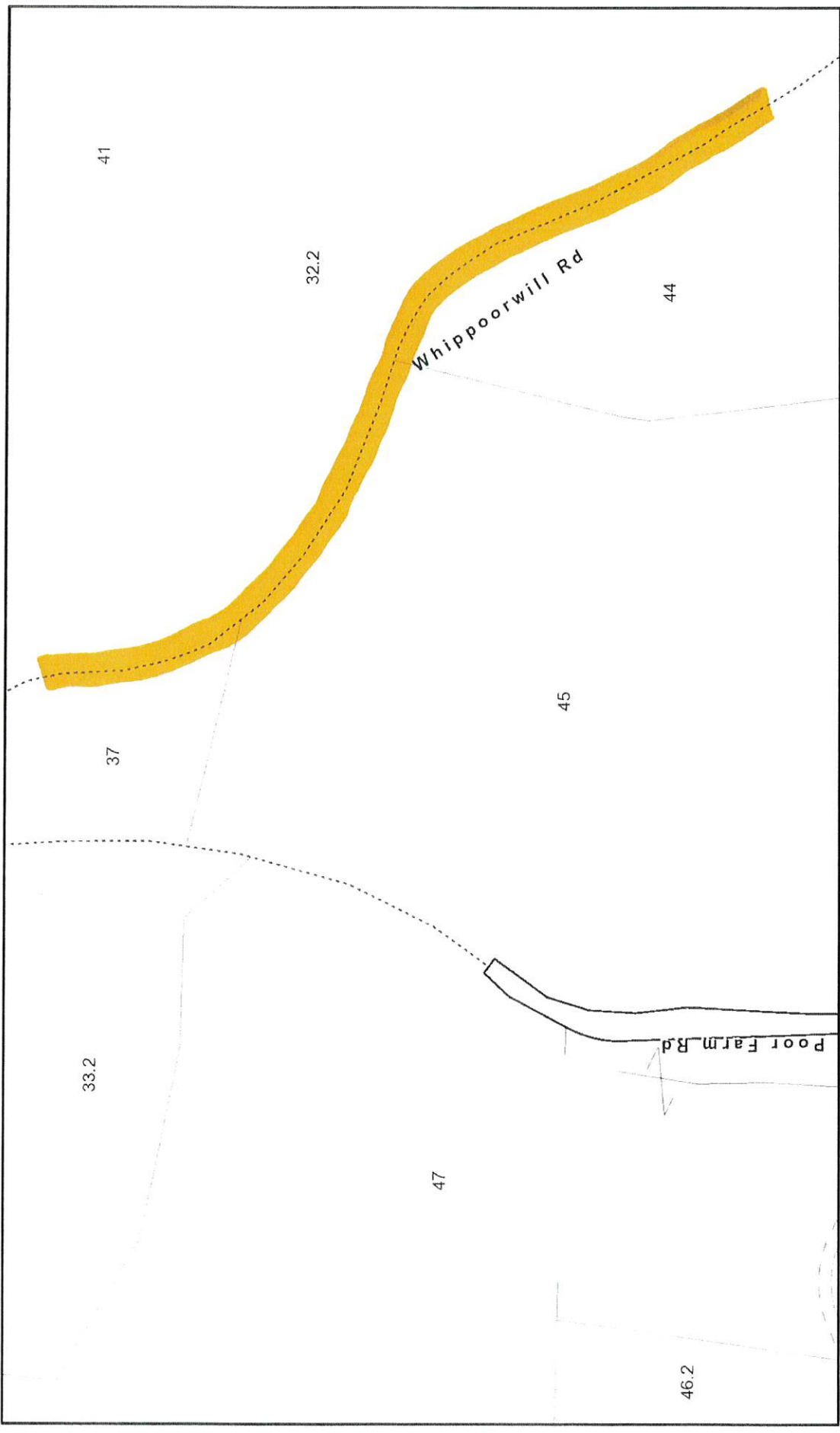
June 10, 2021

Thetford, VT

1 inch = 271 Feet



www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

#8



Tucker Hill Road

Whisper Hill

Town of Thetford Policy on Class 4 Roads

1. Definition:

Class 4 highways are all other highways not falling under definitions or class 1, 2, and 3 highways. as designed in Title 19, Section 301, Class 1,2, and 3 are defined for the purpose of receiving state aid and are passable with a pleasure vehicle on a year-round basis.

Trail means a public right-of-way which is not a highway and which:

(a) previously was a designated highway having the same width as the designated town highway, or a lesser width if so designated, or

(b) a new public right-of-way laid out as a trail by the Selectboard for the purpose of providing access to abutting properties or for recreational use.

2. Existing Use:

Existing rights-of-way of class 4 highways and trails as of the date of adoption of this policy shall be retained by the Town for purposes of recreational multi-use activities, access to private property, and agricultural and forest management.

3. Maintenance:

The Town shall not provide any maintenance or upkeep on trails.

Permission to repair, maintain or improve a class 4 road shall not be unreasonably withheld by the Selectboard. However, the traveled lane of a class 4 road shall not be increased to more than 16 feet in width, and the total width of the traveled lane and cleared roadside shall not exceed 24 feet. Clearing of trees and other plants shall be done in accordance with Thetford's Town Road Right of Way Clearing and Tree Policy. The party requesting permission to work on the road shall submit a written plan to the Selectboard and the Road Commissioner at least 4 weeks before the proposed work is to begin. Stone walls, foundations and other structures shall not be disturbed unless requested in the work plan and the Selectboard grants permission to do so. The road shall be left in as good condition or better condition than when permission was granted and as approved by the Selectboard.

The Town shall not provide any summer maintenance of class 4 highways except as required by necessity, and the public good and convenience of the inhabitants, such as bridges, culverts and ditches to control erosion of highways or runoff to adjacent property, and removal of obstructions.

The Town shall not provide any winter maintenance on class 4 highways and trails. The right to regulate snow plowing by private parties shall be retained by the Town. Year around access for any vehicles, including fire and rescue vehicles, is not guaranteed. Any winter plowing of a class 4 road allowed by the Selectboard to parties other than a municipality shall not nullify the privileges under 23 VSA 3206 (b:) (2).

4. Control:

The Selectboard shall exercise control of class 4 highways and trails to ensure their integrity as a public right-of-way by means which may include, but are not limited to, the following:

- a) establishment of vehicle weight limits;
- b) prohibition or restriction of wheeled vehicle use during mud and snow season; signs and barriers may be utilized to accomplish this purpose;
- c) requirements for temporary permits for heavy equipment access may be imposed and the stipulation included that any highway damaged will be repaired by or at the expense of the user; posting of bond or other security to guarantee that repairs are made may be required as a condition of any permits;
- d) speed limits may be established.

5. Change In Classification:

Class 4. highways may be reclassified to trail status, discontinued, or upgraded to class 3 or higher status. Trails may be discontinued or upgraded to class 4 or higher status. Reclassification will be done in accordance with Title 19, VSA, Section 708-716 and upon findings by the Selectboard. At a minimum, no class 4 highway or trail may be upgraded in status or discontinued without the permission of the Selectboard. The Selectboard may provide for an alternative travel easement of right-of-way replacing the travel route upgraded or discontinued to insure that users and landowners have uninterrupted access.

The Selectboard may require that the cost of upgrading a trail to a class 4 highway or a class 4 highway to a class 3 highway be assigned to the petitioner(s).

6. Right-of-Way Access:

The Selectboard shall control access into the road right-of-way for the installation or repair of utilities and for access of driveways, entrances, and approaches.

7. Posting:

No highway of any class may be intentionally closed by a gate or other obstruction except upon approval of the Selectboard (19 VSA, Section 1105). The Selectboard may post a road in accordance with 19 VSA, Section 1110. The Selectboard may post a highway for the purpose of preserving the integrity of the road (19 VSA, #304).

8. Compliance With Other Regulations:

This policy is written to establish and clarify standards of construction and the authority of the Selectboard and their agents.

All other ordinances and regulations adopted by the Town of Thetford shall remain in full force and effect.

Approved December 6, 1996

Thetford Selectboard:

- Patricia Blake
- Alford Stone
- Tim Moore
- Wendy Cole
- Andrew Havens

Amended November 27, 2000



Town of Thetford Vermont

#9

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075
802-785-2922 • thetfordvermont.us

1 **Selectboard Regular Meeting *Draft* Minutes**
2 **Thetford Town Offices**
3 **(w/Virtual Attendance Option)**
4 **Monday, June 21, 2021 7:00pm**

5
6 Selectboard members present: Sharon Harkay (Chair), Li Shen (Vice-Chair), Mary Bryant, Steve
7 Tofel

8 Selectboard members absent: Nick Clark

9 Members of the public on site: Ellis Paige, Joanne Kirsten, Stuart Rogers

10 Total Zoom attendees: 19

11

12 Sharon Harkay called the meeting to order at 7:01pm.

13

14 **1) Agenda Review**

15 No changes to agenda

16

17 **2) Town Manager Report – Bryan Gazda**

18 a) Treasure Island Update

19 i) Introduction of Manager, Brittany Burke

20 Brittany Burke joined the call and gave an overview of all the activity happening with Treasure
21 Island.

22 ii) Floating Dock

23 The dock is still waiting on repairs.

24 iii) Hours of Operation

25 Treasure Island is now open 7 days a week, from 10 am until 7 pm. Training of lifeguards is still
26 taking place, so there may be some alteration of hours or times when the beach is posted “swim
27 at your own risk”.

28 iv) Swim Lessons

29 There will be six weeks of swim lessons this year to allow for children to take lessons while also
30 giving flexibility to parents.

31 Brittany said they are still working on staffing, but one more lifeguard was just certified. She
32 asks that the public understand that while they will be open from 10 until 7 every day, sometimes
33 there might not be a guard on duty. Brittany said while it’s a little challenging now, by July the
34 staffing will be in a better situation. Brittany noted that people are excited to see that we are fully
35 open now.

36 Bryan said there is new signage that says you are swimming at your own risk if there is no
37 lifeguard on duty. Bryan thanked Brittany for all her work during the past few weeks to get
38 Treasure Island ready to open.

39 b) Town Hall Update

40 Brian Gazda thanked the staff for making sure Town Hall was ready to open during his absence
41 of the past few days. Town Hall is now open from 8 am until 4 pm, and individual office hours
42 are posted on the website. If people are not fully vaccinated, please wear a mask in Town Hall or
43 in any other town facility. Bryan recommended that people check the website for department
44 hours before coming to Town Hall and reminded people that online services are still available.



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1 c) Status of Open Positions

2 The Listers Administrative Assistant position had been advertised, and while a few people did
3 apply, they did not end up coming in for interviews. The Zoning Administrator submitted a letter
4 of resignation last week, effective July 23rd. Bryan said his thought is to combine the two
5 positions and an ad has been placed. The hope is to find one person for both positions which will
6 help with office space, computer equipment and other expenses. Resumes will be accepted
7 through July 5th with interviews being conducted after that date. Two individuals have been
8 interviewed for the Department of Public Works and the plan is to extend offers within the next
9 week. This will bring their staffing up to 5, with a goal of having these positions filled no later
10 than the end of the month.

11 d) AT&T Tower Update

12 Bryan said AT&T is now requesting that the tower be moved 150 feet to the north to move it
13 away from the vernal pool. The Agency of Natural Resources had requested that the tower not
14 interfere with the vernal pool. He just received an email stating there are no rare or endangered
15 species at the pool. Tomorrow Bryan will be attending a Zoom meeting with the Upper Valley
16 Land Trust to start working on the conservation easement.

17 Sharon Harkay asked if the representative from the Upper Valley Land Trust was able to do the
18 site visit this week. Bryan confirmed the visit but hasn't seen a report yet.

19 Bryan wanted to add that he reached out to Ben Rose from FEMA. They do acknowledge that
20 they have all the paperwork and are processing it, but they can't give any indication of when they
21 will make a decision on the funding for us. So, we are just waiting for them to go through their
22 process.

23
24 **3) Public Comment**

25 Steve Tofel asked if there were any people in the meeting room. Sharon said there were three
26 people in the room and introduced them.

27 Ellis Paige wanted to know what the town will be doing for paving other than Route 132. Bryan
28 said as of this moment nothing else is planned. Ellis noted that the pedestals installed down
29 Academy Road are close to the edge of the road, and he wanted to know who would be
30 responsible when the town plow truck hits them, which is what he thinks will happen this winter.

31 Sharon said she hasn't been down that road to see the work yet. Bryan said that was all a part of
32 Green Mountain Power's underground cable system and it's our understanding that the pedestals
33 are part of Consolidated Communications Inc. (CCI). Bryan said that he has noted to Green
34 Mountain Power (GMP) that they need to rethink the placement, and GMP said that CCI wanted
35 them there. It has been noted that come the first snow those pedestals may no longer be up. We
36 let them know and that's all we can do. Li Shen asked what would happen if those were hit by a
37 plow, would that end up electrocuting someone or would people lose their power? Bryan said
38 that because they are phone lines, he didn't think electrocution was a problem, but people with
39 landlines would lose their phones. Li asked if EC Fiber would go down, but Bryan said he was
40 told it's just for Consolidated Communications. Sharon said she thought they were burying
41 everything, so she is surprised to hear about these pedestals. Bryan said he thought they were
42 junction boxes where the lines are splitting off to go to the different homes. Steve Tofel said he
43 spoke with the engineer from GMP and basically what they are doing is trying to bury the lines



1 that go up into the woods so when there is a problem, they don't have to get up there to try and
2 fix them.

3 Sarah Martel asked if there were any documents relating to the American Rescue Act Plan
4 funds? Sharon said there are no documents as it is just a discussion on whether or not the town
5 will accept the money. Sharon said they wouldn't be making any quick decisions on how the
6 money will be used.

7

8 **4) Service Agreement Discussion with Intermunicipal Regional Energy Coordinator,**
9 **Geoff Martin**

10 Sharon Harkay introduced Geoff Martin and said she had invited him to the meeting to explain
11 or answer any questions about the Intermunicipal Regional Energy Coordinator (IREC) Service
12 Agreement.

13 Geoff gave an overview of an email that had been sent to the Selectboard. The first question was
14 whether the Thetford contribution had changed, and the answer is yes, there was a 5% increase in
15 funding. All towns that are rejoining have that 5% increase as outlined in an email sent on
16 November 10, 2020. The second question is why didn't the contribution decrease with the
17 addition of Norwich and Bradford? Geoff said a significant part of his time last year was
18 dedicated to work outside of the IREC program. With the addition of Norwich and Bradford, this
19 will allow Geoff to work exclusively with the IREC towns. Fairlee will not be participating again
20 this year, and their hours are comparable to Bradford, so it's really just the addition of one town,
21 Norwich. Fairlee is not rejoining due to lack of funds in their budget. They joined late last year
22 and were able to get a grant to cover the cost. Geoff said the program ran for only 11 months
23 instead of 12, which is another reason for the change in cost.

24 Li said in the draft of the agreement, some of the figures are in red and some are not. Are these
25 edits to the original? Geoff said that the changes are marked in red. Li said the dollar amounts
26 seemed confusing because Thetford's amount was as budgeted but marked in red. Geoff said that
27 was because it is a change from the original agreement.

28 Sharon said in the next steps Geoff mentioned that he could develop a greenhouse gas emissions
29 inventory for the whole community if we so desired, and she wondered how it would work.

30 Geoff said it wouldn't be very accurate, but he could use data he already has, as well as from the
31 recent census. He would know the number of residents, the types of heat systems that residents
32 have, and could estimate the fuel consumption from heating and vehicle use. Geoff said he can
33 get very accurate information from Green Mountain Power Corporation. While it wouldn't be
34 accurate, it would give the town a sense of where the emissions are coming from. Li said she
35 thought some of that data was in the town plan. Geoff confirmed that it is.

36 Mary Bryant asked if he would go back every year or every few years to see if the inventory
37 changes. Geoff said it would make sense to look at the numbers every few years.

38 Sharon said that in the first 11 months Geoff has laid a lot of good groundwork, inventory and
39 figures and statistics, and now we can take that information and talk about how to actually use it.

40 Sharon said she supports continuing with the program.

41 Mary Bryant agreed, saying Geoff has introduced different opportunities for us to tap into, as
42 well as a lot of good programs that we never would have heard about if we weren't part of this
43 program.



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1 Steve Tofel said his only problem was the way it was presented. He is more than happy to
2 continue with the program.

3 Li said she is on board with the program. Every level of organizations, from the federal
4 government all the way down, needs to think about serious issues surrounding climate change.

5 **Motion** by Sharon Harkay to approve the new IREC Service Agreement that will run from July
6 1, 2021, through June 30, 2022, in the amount of \$15,540.00 for 228 hours' worth of Geoff's
7 time. **VOTE unanimous (4-0-0)**

8

9 **5) Possible Acceptance of American Rescue Plan Act (ARPA) Fund**

10 Bryan Gazda said he was unable to attend a webinar about the funds, but the last amount he had
11 was approximately \$250,000.00. Bryan said he is a little disappointed considering what was
12 initially discussed. When Bryan attended a webinar with Senator Sanders, there was indication
13 that we would have a greater use for the funds. We are going to have to give a lot of thought into
14 the process. Bryan felt the Selectboard should accept the funds but put more thought into what
15 portions of the program they want to be a part of. Bryan thought the dollar amount was based on
16 per capita.

17 Tracy Borst said she had attended the webinar and the first step is acceptance of the money,
18 which is \$264,965.00. The first half of that amount will be dispersed in June of 2021, and the
19 last half will be dispersed in June of 2022. There will be more money designated to counties, and
20 the federal government has asked that the money be spread among communities so there may be
21 more funds coming. We have until December 31, 2024 to obligate the money, and then until
22 December 31, 2026 to actually spend the money. There is a lot of guidance on where we can
23 spend the money - pandemic response, workforce and personnel, and lost revenue. A lot of towns
24 are focusing on water, sewer or broadband infrastructure, but there will be other money coming
25 into the state for some of those projects and while we should be thinking of them, we should also
26 be patient because it's likely there will be more grant money available. Housing and housing
27 assistance is on that list, and broadband includes digital inclusion. The town will be able to give
28 subgrants to organizations that help in those areas, such as behavioral and health care, and health
29 and safety, to name a few. There is a lot to think about in terms of how we could spend this
30 money, including the digitization of land records. Tracy said the Selectboard needs to vote on
31 whether to accept or not, and they also need to appoint an authorized representative to be the
32 contact person in the portal. Typically, this would be the finance director, town administrator,
33 selectboard chair, or town manager. That person would be formally accepting on the
34 municipality's behalf. If we don't use the money, it goes back to the state and eventually those
35 funds will be reallocated. Tracy said her recommendation is to accept it and see where we go
36 with planning.

37 Sharon said she wanted to make sure that everyone understands this money cannot be used for
38 rebuilding or paving roads, but there are a lot of other good programs we could use it for.

39 Steve wanted to know if accepting the funds would obligate us to matching funds. Bryan Gazda
40 said no matching funds were needed. Bryan asked if the payments would be half of \$264,965 this
41 June and the remainder next year. Tracy confirmed.

42 **Motion** by Sharon Harkay that we accept the American Rescue Plan Act and that we appoint
43 Town Manager, Bryan Gazda as the authorized representative. **VOTE unanimous (4-0-0)**

44



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6) Possible Amendment to the Selectboard 2021 Rules of Procedure, Section E – Meetings

Sharon Harkay said the Rules of Procedures states that the Selectboard will meet every 1st and 3rd Monday of the month, but they didn't put into rules what happens if those meetings fall on a holiday, either itself or the one people have off. Sharon suggested moving the meetings to the following Tuesday.

Mary Bryan said she would be in favor of that.

The Selectboard assistant asked if Sharon meant the very next day, and Sharon confirmed.

Li Shen said she would like some flexibility with that, as there are other committee meetings that fall on a Tuesday.

Steve Tofel wondered if they could word it to say that we will hold a meeting at the nearest practical date.

Joanne Kirsten asked why they didn't just have it on the following Monday.

Sharon pointed out that would mean the next meeting will be in 3 weeks.

Motion by Mary Bryant that should a regularly scheduled meeting fall on a recognized Monday holiday, the meetings will then be changed to the following Monday. **VOTE unanimous (4-0-0)**

7) Discussion of Selectboard Meetings in August 2021

Sharon said she will be out on Monday August 2nd and wanted to know if the Selectboard wanted to carry on without her or put that meeting off until the next week. Sharon said they could cancel it too.

Li said they should keep having 2 meetings a month and was in favor of putting it off until the next week.

Sharon confirmed that the meeting schedule would then be July 12th and 19th, August 9th and 23rd, and September 13th. These will be warned as special selectboard meetings.

8) Warrants & Minutes

Mary asked Tracy for clarification on some of the warrants. Tracy explained she would have to pull them from the office but gave Mary an idea of what was in them. Sharon said she wanted the public to know that these were already signed by the Selectboard, and this was the public approval.

Motion by Mary Bryant to accept the warrants as presented. **VOTE unanimous (4-0-0)**

Motion by Li Shen to approve the regular Selectboard meeting minutes of June 7th, 2021, as amended. **VOTE unanimous (4-0-0)**

9) Confidential attorney-client communication concerning negotiations with the International Union of Public Employees (IUPE) and with the New England Police Benevolent Association, anticipated Executive Session pursuant to Title 1 V.S.A. section 313 (a) (1)

Sharon Harkay **moved** to find that premature, general public discussion of this subject would clearly place the public body or person involved to suffer a substantial disadvantage. **VOTE unanimous (4-0-0)**

Stuart Rogers commented that in order to make any decisions the Selectboard would need to come out of executive session.



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- 1 **Motion** by Sharon Harkay at 8:02 pm to discuss these matters in an Executive Session per
- 2 Discussion of Matters as per 1V.S.A., section 313(a)(1). **VOTE unanimous (4-0-0)**
- 3 **Motion** by Sharon Harkay to exit executive session at 9:38 pm. **VOTE unanimous (4-0-0)**
- 4 **Motion** by Li Shen to approve the International Union of Public Employees contract subject to
- 5 changes to be approved by the Town Manager and Town attorney for the Department of Public
- 6 Works. **VOTE unanimous (4-0-0)**
- 7 **10) Adjourn**
- 8 **Motion** by Steve Tofel to adjourn the regular Selectboard meeting at 9:40 pm. **VOTE**
- 9 **unanimous (4-0-0)**
- 10