

Agreement Between
Town of Barre
and
Barre Town Police Association
Fraternal Order of Police
Lodge 004

July 1, 2018 - June 30, 2023
And
July 1, 2023 – June 30, 2024

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ARTICLE I-RECOGNITION

- 1.1 The Town of Barre, the Employer, recognizes Barre Town Police Association, Fraternal Order of Police Lodge 004 as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours and other conditions of employment for the employees of the Town of Barre Police officers, Sergeants, Corporals, Police Dispatcher/Clerk, excluding office and clerical help.

ARTICLE 2 - EXCLUSIONS FOR PART-TIME, TEMPORARY FULL-TIME AND INCIDENTAL EMPLOYEES

- 2.1 Nothing in this Agreement shall be deemed to apply to, cover, or bind upon the parties with respect to part-time, temporary fulltime, or incidental employees of the Town.
- 2.2 Part-time employees defined: A part-time employee is one not normally employed for more than 20 hours per week.
- 2.3 Temporary full-time employees defined: A temporary full-time employee is one who is employed for not less than 2 weeks but not more than 100 work days per contract year.
- 2.4 Incidental employees defined: An incidental employee is one who is an employee of the Town on either a part-time, voluntary, elected, fulltime, work-study, or seasonal basis, and is normally assigned to other departments or divisions of the Town workforce, who is required to perform functions also performed by the Police Department employees but whose performance is incidental, temporary, sporadic, or constitutes a minor portion of his/her overall work assignments.

ARTICLE 3 - DISCRIMINATION AND COERCION

- 3.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unity without discrimination, contrary to applicable law, as to age, sex, marital status, race, sexual orientation, color, creed, national origin, or political affiliations. The Union shall share equally with the Employer the responsibilities for applying this provision of this agreement.
- 3.2 All references to employees in this agreement designate both sexes and wherever specific gender is used it shall be deemed to include both male and female employees.
- 3.3 The employer agrees not to interfere with the right of employees to become members of this Union and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union or for any other legal cause.
- 3.4 The Union agrees not to interfere with the right of employees to refrain from becoming Union members and there shall be no discrimination, interference, restraint, or coercion by the Union or any Union member or representative because of any employee's membership status, position, or legal employee activity.
- 3.5 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 Except as clearly and specifically limited by this Agreement, the Town retains all rights, powers, privileges, discretion, authority, and prerogatives that it had or may have acquired absent this Agreement.
- 4.2 Without inferring limitation upon any other right, power, or authority, discretion, privilege, or prerogative exclusively retained and vested to the Town, the Town retains the right to subcontract any or all of the work of the Police Department by administrative or legislative policy.
- 4.3 Notwithstanding the reservation of Management Rights, herein, the Town agrees to grant a right of first refusal to the employees covered by this contract for overtime work hours, or outside employment, or special duty assignments which may, from time-to-time, be required or offered in addition to the normal crew-up schedule and work week. (See Side Agreement.)

ARTICLE 5 – DELETED

ARTICLE 6 – DEDUCTION OF DUES

- 6.1 The Town agrees to deduct Union dues, or initiation fees, as the case may be, on a monthly basis, from the pay of employees who have given written authorization to the Town for such deductions and to transmit the amounts collected to the National Fraternal Order of Police, Labor Services Division, 222 East Town Street, Columbus, OH 43215 as designated in writing to the Town by the Union.
- 6.2 In the event the employee does not have any pay for a particular period or in the event the employee does not have a sufficient sum due him/her after deductions have been made for taxes, social security, pension, benefits, or other deductions required by law or authorized by the employee, it will be the responsibility of the Union to collect the dues directly from the employee.
- 6.3 When an employee is not on the payroll, and is returned to said payroll, then the Town will renew its deductions so long as the authorization is valid.
- 6.4 The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits, or other form of liability which shall arise out of, or by reason of, action taken by the Town in reliance upon payroll deductions in accordance with authorization cards submitted by the Union to the Town.
- 6.5 The amount of dues or fees (listed as dollar's and cents) to be deducted each month from each employee shall be certified in writing by the President of the Barre Town Police Association and shall remain constant until further written notification is received.
- 6.6 Remittance of the amount of deductions will be made to the National FOP, Labor Services Division within ten (10) working days after the month in which dues or agency fees are deducted.
- 6.7 Dues, or initiation fees shall be deducted upon completion of a Dues Deduction Card attached as Appendix D.

ARTICLE 7 - SENIORITY

- 7.1 Seniority means an employee's length of continuous service with the employer since his/her last date of hire in the bargaining unit and department.

- 7.2 For the purposes of scheduling time off for C.T.O or compensatory time, lay-offs and recalls, seniority shall be the determining factor within job classifications when among the employees involved the Town determines the employee is physically fit and his/her qualifications and certifications to perform the work of the job classification are approximately equal.
- 7.3 BREAKS IN CONTINUOUS SERVICE. An employee's continuous service record shall be broken by voluntary resignation; retirement; absence for three (3) consecutive working days without Town approval; fails to return to work within the prescribed time after recall; is laid off for a period in excess of twelve (12) months; has exhausted all of the Town benefits (C.T.O., disability insurance, etc.) and is not working; fails to return to work within three (3) consecutive work days after termination of authorized leave of absence; discharge for just cause; if the employee remains unable to work because of injury or illness (whether or not covered under Worker's Compensation), for a period greater than two years; or failure to return within 3 consecutive work days from termination of time off taken under provisions of the Vermont Parental and Family Leave Law or depending on applicability, the Federal Family and Medical Leave Act of 1993.
- 7.4 Employees may be granted prior service credits for the purposes of computing pay classifications in accordance with Appendix A. Such prior service credits shall not apply to this Article.
- 7.5 Employees who are on extended worker's compensation or medical leave shall keep the Police Chief informed of the projected return to work date and doctor's appointments. Upon returning to work from extended absences due to either on-the-job or off-the-job injury or illness, employees shall give the Town a return to work doctor's slip.

The Town and Union shall meet as soon as possible, subject to the Town Manager's and FOP Labor Specialist availability, to discuss the employee's planned return to work and/or whether the Town will require further medical evaluation of the employee to verify the employee's fitness for duty.

ARTICLE 8 – PROBATIONARY PERIOD – PERMANENT EMPLOYEES

- 8.1 The probationary period for new officers, sergeants or corporals who are certified or who have certification from other locations shall be three hundred and sixty-five (365) calendar days which shall start upon the new officer, sergeant or corporals first day of employment.

For new fulltime officers hired without full-time certification the probationary period shall begin upon graduation from the Vermont Police Academy, the officer reporting for work, and shall be three hundred sixty-five (365) calendar days from the first day of work after graduation.

Except for sergeants or corporals promoted from the Barre Town Police Department, the just cause provision for termination shall not apply during the probationary period. During the probationary period for a sergeant or corporal promoted from the Barre Town Police Department, disciplinary action resulting in a reduction in rank shall not be subject to the grievance procedure.

- 8.2 The probationary period for new Dispatchers/Clerks shall be one hundred and eighty (180) days. During the probationary period the just cause provision for termination shall not apply.
- 8.3 Permanent full-time employees temporarily working less than their regular hours because of an on- or off-the-job illness or injury, or because of C.T.O or military leave, shall continue to receive insurance benefits and all other benefits shall be provided as contained in this agreement. Permanent employees working a regular schedule not less than 24 hours a week shall receive all insurance and all other benefits shall be prorated to a 40 hour work week basis.

Permanent employees who are currently disabled shall continue to receive the group health benefits provid-

ed by the contract until they may return to work at which time they will be covered as provided above.

ARTICLE 9 – WORK FORCE CHANGES

- 9.1 Whenever a reduction in the work force occurs, employees within job classifications shall be laid off in reverse order of seniority starting with probationary employees. Layoff notices will be sent by certified letter or hand delivered to the employee fourteen (14) calendar days prior to the layoff. An employee laid off in one classification may bump an employee with less seniority in another classification if the bumping employee is qualified to perform the job being bumped.
- 9.2 Employees shall retain the right to recall for a period of one (1) year. In the event of an increase in the work force following a layoff, employees will be recalled in reverse order of their layoff. In the event an employee refuses recall, in the original classification, or does not answer recall within seven (7) working days of returned signature card or return of certified letter sent to the employee's last known address, this shall be deemed to have given up all rights to be recalled and shall be removed from the recall list.

When the employer determines that a job or position covered by this Agreement becomes vacant, or creates a new position, such opening shall be posted by the employer in the Police Station indicating the job description, work schedules, and minimum rate of pay.

All openings shall be posted for a period of at least five (5) working days before a job is awarded. All interested persons shall apply, in writing, to the Town Manager or his/her designee within such posting period.

ARTICLE 10 - WAGES AND CLASSIFICATIONS

- 10.1 The Town shall be the determiner of the number and type of job classifications, the responsibilities of such classifications, and the number of persons in such job classifications.

The Town reserves the sole right to establish or alter job classifications and the work responsibilities of such classifications and the number and qualifications of any employees filling the positions within such classifications.

- 10.2 WAGE SCHEDULE: All employees covered by this agreement shall be compensated in accordance with the classification and wage schedule attached to this agreement and marked Appendix A. The attached schedule shall be considered a part of this agreement. Wages for police officers, corporals and sergeants working the second or third shift (see 11.4) shall be paid an additional amount (shift differential) as indicated on Appendix A. The officers, corporals or sergeants will be paid shift differential for the actual hours worked in each shift. For example, if an officer works from 9:00 P.M. to 5:00 A.M. and the third shift begins at 11:00 P.M., the officer would be paid the second shift differential for two hours and the third shift differential for six hours.

- 10.3 PAY PERIODS: The salaries and wages of employees shall be paid weekly during the following work week as follows:

1st shift employees by Friday at 8:00 a.m.

2nd shift and 3rd shift employees by Thursday at 3:00 p.m.

In the event the normal pay day is a holiday, the preceding day shall be the normal pay day.

With one (1) month notice the Town may pay employees by direct deposit to a bank account designated by the employee on a voluntary basis.

- 10.4 When all other Town unions agree, but not before July 1, 2017, the Town may pay members of the police union biweekly. The Town agrees to remedy, within 2 working days, any payroll issues that are not the

result of employee error.

- 10.5 The Town and Union agree to meet and negotiate the wage schedule of any new or substantially revised covered job classification it may create pursuant to Section 10.1, above.
- 10.6 In the case of an employee who dies, a payroll check, payable to the employee, for payment of wages, and accrued C.T.O. shall be mailed to the employee's last known address.

ARTICLE 11 - HOURS OF WORK

- 11.1 HOURS OF WORK - WORK WEEK FOR DISPATCHERS/CLERKS: The work week shall convene at 12:01 a.m. Monday morning and continue through 12:00 p.m. midnight the following Sunday. The normal work week currently consists of five (5) consecutive eight (8) hour days, Monday through Friday, except for interruption for the lunch period.
- 11.2 The Town retains the right to change the work week and hours of work at any time after meeting with the affected dispatcher/clerk. However, such changes shall be made only after a fourteen (14) day notice has been posted by the Town.
- 11.3 HOURS OF WORK - CREW UP SCHEDULE FOR POLICE OFFICERS, CORPORALS, and SERGEANTS: The work week shall convene at 12:01 a.m. Monday morning and continue through 12:00 p.m. midnight the following Sunday night.
- 11.4 A. The basis for the current work schedule for police officers is four (4) consecutive days working ten (10) hour shifts followed by three (3) days off from duty. The work week is organized as follows:
 - Group 1: Work Monday through Thursday, inclusive;
Off Friday through Sunday, inclusive.
 - Group 2: Off Monday through Wednesday, inclusive;
Work Thursday through Sunday, inclusive.

As the basis for the current schedule, the work day shall have three (3) ten (10) hour shifts. The present starting and ending times of the shifts are listed below, but the Police Chief may alter the starting and ending times as much as one (1) hour either earlier or later after giving the officers and sergeant seven (7) days notice. Officers working the same shift shall have the selection of start times by seniority on that shift, if the Chief decides to stagger the shift start times.

First Shift: 7:00 a.m. to 5:00 p.m.

Second Shift: 4:00 p.m. to 2:00 a.m.

Third Shift: 10:00 p.m. to 8:00 a.m.

Officers work this schedule and shift hours on the same days of the week for one (1) month, then the officers switch from Group 1 to Group 2 and vice-versa on a monthly schedule. The actual hours of the shifts can be changed only after meeting with, discussing, and accepting input from the affected employees (see 11.5); after which the hours of the first, second, and third shifts will be posted in the Police Department.

Officers may swap shift schedules with the prior approval of the Chief of Police. Such approval for shift swapping shall not be unreasonably withheld.

- B. In addition to the work schedules and shifts described above, when the number of department sergeants, corporals and officers reach more than six (6) the Chief of Police may utilize officers to fill alternative work schedules. Such alternative schedules shall consist of five (5) or four (4) consecu-

tive work days. The shift hours shall be scheduled on a one (1) week basis and shall be posted at least seven (7) calendar days prior to the first day of the shift schedule. The shift hours may be scheduled and posted seven (7) or fewer days prior to the first day of the shift schedule if it is agreeable with the police chief and/or his designee, and officer working the alternative schedule.

Officers may option to shift swap to the alternative schedule as long as such swapping does not lead to back-to-back or overlapping shift assignments and is approved prior to the swap by the Chief of Police.

- 11.5 The Town reserves the right to change the normal crew up schedule after meeting with, discussing, and accepting input from the effected employees. And, the Town reserves the right to change the normal crew up schedule for each job classification, and on temporary basis for the purposes of vacation scheduling, training, or absence due to accident, illness, disability, or other authorized leave.

Changes in the normal and temporary crew up schedule shall be made with at least fourteen days advance notice to the effected officers except for emergencies which may arise during the term of this agreement.

ARTICLE 12 - REST PERIODS

- 12.1 Police employees shall be granted rest periods as activities allow.

ARTICLE 13 - AMERICANS WITH DISABILITIES ACT

- 13.1 The Town and the Union agree to abide by the provisions of the Americans With Disabilities and the Vermont Fair Employment Practices Act.

ARTICLE 14 - PHYSICAL FITNESS BONUS

- 14.1 The Town and Union (parties) agree to adopt the South Carolina Criminal Justice Physical Ability Test. See Appendix E for description of the SCCJPAT as it exists as of the summer of 2018. Every officer, corporal or sergeant shall be required to take the test and give a good faith effort to pass it. The test will be administered twice per year during the months May – June at times arranged by the police chief. Every officer, corporal or sergeant must submit to the police chief a doctor's report, note or certificate that the participant is in adequate physical condition to take the test. The participant shall be responsible to describe the test to his/her doctor. The note, report, or certificate must be submitted before taking the test and cannot be dated earlier than January 1 nor later than the second Monday of April of the test year. A \$600 bonus will be paid to employees who pass the test.

The clerk-dispatcher is not required to take the SCCJPAT but may elect to participate in the testing subject to the conditions listed above and, if pass it, receive the \$600 bonus.

ARTICLE 15 - RESIDENCY REQUIREMENT

- 15.1 All present and future police officers will be required to live within a 30-minute drive, but no more than 30 miles from the Town of Barre Police Station. The Police Chief will determine the 30 minutes travel requirement by traveling the fastest route to the Police Station from the officer's residence as allowed by the posted speed limits.

The Town Manager and Police Chief will recommend the Selectboard amend their policy on use of Town vehicles to make it consistent with this Article; in other words, officers would be allowed to take the Town police car home.

ARTICLE 16 – CALL BACK TIME

- 16.1 Any employee called to work outside his/her regularly scheduled shift (regularly scheduled shift shall include “standby, call-in and call-back” time) shall be guaranteed a minimum of three (3) hours straight or overtime pay, whichever is applicable. If the call in/call back is more than 3 hours the employee shall be paid for time actually worked at straight time or overtime pay, where applicable.
- 16.2 The provisions of this Article shall not apply to “outside employment” authorized under Article 46.
- 16.3 Officers who are placed on call by the Chief or his designee to receive supervisory phone calls while off duty shall receive one (1) hour base pay for each day or part of the day they are placed on call while off duty. Such paid hours shall accrue towards the overtime provisions of the contract.

Officers shall be placed on call based upon rank, seniority and qualifications. If the top ranked most senior qualified officer is not available for on call status the assignment will be provided to next most senior qualified officer.

Officers subject to on call assignments shall be allowed to book off the assignment for up to two consecutive 24 hour periods every two consecutive work weeks for personal rest periods.

ARTICLE 17 - OVERTIME

- 17.1 OVERTIME - DISPATCHERS/CLERKS: Dispatchers/clerks shall be paid weekly at an overtime rate of 1.5 times the normal rate of pay for all hours worked in excess of 40 hours per week. For purposes of pay, overtime work shall be rounded to the nearest ½ hour worked. C.T.O. (except used as sick leave), holiday, and bereavement leave shall count as time worked for the purposes of overtime computation.
- 17.2 OVERTIME - POLICE OFFICERS, CORPORALS, and SERGEANTS: Police officers, corporals and sergeants shall be paid weekly at 1.5 times the normal rate of pay for all hours worked in excess of the normal crew-up schedule. For purposes of pay, overtime work shall be rounded to the nearest ½ hour worked. CTO used for the purpose of doctor’s appointments, illness (sick), injury, or illness in the employee’s family shall not count as time worked, however CTO used for other purposes and bereavement leave shall be counted as time worked for the purposes of overtime computation.
- 17.3 For the purposes of overtime computation, the overtime rate shall be equal to 1.5 times the base weekly salary divided by 40, regardless of the actual hours in the normal crew-up schedule. “Outside employment” hours shall not be considered a part of the base weekly salary. All hours worked in excess of an average work week of 40 hours (excluding “stand-by” time) shall be paid at 1.5 times the normal rate.
- 17.4 DISTRIBUTION: The Town’s need for, and right to, require reasonable amounts of overtime are recognized. When practicable, overtime will be requested on a voluntary basis; however, when sufficient qualified employees do not volunteer to perform the necessary work, the Town has the right to require such overtime. If an employee fails to report when he/she has agreed to work overtime or refuses an assignment, he/she shall be subject to disciplinary action as deemed necessary by the Town.

ARTICLE 18 - HOLIDAYS

- 18.1 For the purposes of this Article, all holidays are defined as to run for a 24-hour period beginning at 12:01 a.m. and running through to 12:00 midnight. Holiday pay provisions shall apply only to hours worked on the listed holidays, as defined.

- 18.2 Whenever any of the holidays listed below in 18.3 fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed below in 18.3 fall on a Sunday, the succeeding Monday shall be observed as the holiday, unless otherwise designated by the Town Manager.
- 18.3 When a Dispatcher/Clerk works on Christmas or Thanksgiving Day the employee shall be paid double (2) time for all hours worked in addition to holiday pay. When a Dispatcher/Clerk works on any of the other listed holidays, the employee shall be paid time and one half (1 1/2) for all hours worked in addition to holiday pay. The following holidays shall be recognized as paid holidays for the Town of Barre Police Department Dispatcher/Clerk: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day.
- 18.4 The following days shall be recognized as paid holidays for Police Officers, Corporals and Sergeants:
1. Christmas Day - December 25
 2. Thanksgiving Day
- 18.5 Police Officers, Corporals and Sergeants working on Christmas, Thanksgiving Day shall receive double (2) time for all hours worked in addition to holiday pay. Holiday pay for the police officers and sergeant shall be based on the crew-up schedule in effect as of the holiday.

ARTICLE 19 – COMBINED TIME OFF (CTO)

- 19.1 Sergeants, Corporals, and Police Officers shall accrue combined time off based on the following rate (no CTO to be used during the first six (6) months of employment):

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>0-5 years</u>	<u>5-10 years</u>	<u>10-20 years</u>	<u>20 + years</u>
2.16 days/mo.	2.58 days/mo.	3 days/mo.	3.4 days/mo.
26 days/yr	31 days/yr	36 days/yr	41 days/yr

Dispatcher/clerks shall accrue combined time off based on the following rate (no CTO to be used during the first six (6) months of employment):

<u>0-5 years</u>	<u>5-10 years</u>	<u>10-20 years</u>	<u>20 + years</u>
1.75 days/mo.	2.16 days/mo.	2.58 days/mo.	3 days/mo.
21 days/yr	26 days/yr	31 days/yr	36 - days/yr

- 19.2 Sergeants, Corporals, Police Officers and Dispatcher/Clerks should adhere to the following guidelines for requesting time off:
- a) Employees may use CTO in less than full day increments when leaving due to illness or doctor's appointment, or in specific cases of illness or doctors' appointments within the employees immediate family when approved. Sergeants, Corporal and police officers may use CTO in less than full day increments no more than ten (10) times per contract year when requesting time for other purposes. The dispatcher/clerk may use CTO in less than full day increments no more than fifteen (15) times per contract year when requesting for other purposes.
 - b) Employees using CTO for illness or illness within the immediate family must notify a supervisor no less than sixty (60) minutes prior to the start of their shift except in the case of emergency. Use of 5 or more CTO days used for illness in any contract year will be subject to review by the Town, and the employee must provide documentation from their doctor. Use of 3 consecutive CTO days due to illness will require that the employee provide a doctor's certificate.
 - c) Use of up to 2 CTO days may be requested with as few as 15 hours notice prior to the start of the shift to be missed. However, a shorter notice will be granted if mutually agreeable with the Chief or designated Sergeant.
 - d) Use of 3 to 7 days of CTO should avoid overtime as much as possible. A 48 hour notice is required unless mutually agreeable to both parties.

- e) Use of 7 or more days requires 10 days notice unless mutually agreeable to both parties.
 - f) Employees must report in or make their request prior to the above deadlines to be paid for the days.
 - g) CTO shall count as hours worked for the purpose of computing overtime, except as specified in 17.2.
 - h) To accrue CTO the employee must be actively performing their duties. In the case of disability due to an on the job injury or off the job injury or illness, employees will accrue CTO time for a minimum of 13 weeks of inactive service after the event.
- 19.3 Employees shall be allowed to carry over from year to year, no more than 1 years CTO based on their current accrual rate. Employees may request, once per year, to sell back up to half of one years accrued time, based on their current accrual rate. Request must be made in writing by June 1st of each year to the Chief or Town Manager. The Town shall pay such requests by June 30th.
- 19.4 Members of the bargaining unit may share no more that 10 days CTO with another bargaining unit member in the case of injury or illness. The requesting employee must have exhausted their CTO and accident and disability leave. No ill or injured member may receive from other members more than forty (40) CTO days per injury or illness. To share CTO days, a member must give the Town Manager a signed authorization to transfer, upon need, not more than ten (10) of their CTO days to a fellow member. Only days actually used will be deducted from the donating member's accumulation of total CTO. In the event more than one member shares CTO days, the use of CTO days will be alternated between contributors.
- 19.5 The rate of CTO pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.
- CTO pay for requests for 8 or more days shall be received on the pay day immediately preceding employee's time off upon written request submitted to Chief of Police two (2) weeks prior to his/her taking time off. The Chief shall respond in writing within forty-eight (48) hours of the receipt of said request. The designated Sergeant will serve as the approval or disapproval agent in the event of the Chief's absence. In the event the Chief and the Sergeant are both unavailable, requests can be made to the Town Manager.
- 19.6 Employees shall be given the opportunity to reserve CTO periods consistent with his/her benefit eligibility. The opportunity will be extended throughout the month of April each year. Requested CTO periods for each employee shall be posted in the Police Station and any senior employee may "bump" a junior employee from that requested period during, up to, and including May 15 of the same year. After the 15th of May no employee shall be "bumped" from any CTO period requested in April. However, the exercise of the particular CTO period shall remain subject to the Chiefs disapproval for good cause.
- Exception: Any Employee "bumped" between May 1 and May 15 may select another vacation period time prior to May 15 and be eligible for "bumping" protection as above. Employees who request vacation time off less than 48 hours in advance may have such request approved if it would not lead to an unreasonable disruption of the shift schedules.
- 19.7 An employee who is laid off resigns or retires prior to taking his/her accrued CTO time shall be compensated by check, for this unused CTO, at the time of separation. In the case of an employee who dies, CTO will be treated as wages owed the employee, and payment will be made to his/her designated beneficiary in the employee's name.
- 19.8 Employees shall be eligible for a quarterly attendance bonus of \$150.00. To receive the bonus employees must not have used any sick time accrued prior to January 1, 2016 or have used any CTO for the purposes of illness, injury or illness within the immediate family during that calendar quarter. In addition, employees must not have requested, and been granted CTO for any purpose with less notice than is listed above.
- 19.9 Employees having accrued "sick time" prior to January 1, 2016 shall be allowed to use no more than 5 of those days per year until they are exhausted.

ARTICLE 20 – FAMILY, MEDICAL LEAVE

- 20.1 Employees shall be entitled to all provisions of the Vermont Family Medical Leave Act Section 21 V.S.A. Chapter 5 sub-chapter A and if qualified during the term of this contract shall also be covered by the Federal Family Medical Leave Act of 1993.

ARTICLE 21 - BEREAVEMENT

- 21.1 In addition to time allowed for sick leave, an employee is entitled to up to forty (40) hours paid leave as needed in the event an employee suffers the death of his/her mother, father, spouse, child, adopted child, brother, sister, stepmother, stepfather, stepson, stepdaughter, father-in-law, mother-in-law, domestic partner, parents of domestic partner, aunts, uncles or grandparents of the employee or employee's spouse, sister-in-law or brother-in-law. For the purposes of this article, an aunt or uncle shall be defined as the sibling of an employee's parents.

The death of a relative listed above shall not automatically create a benefit of up to forty (40) hours paid time-off. Following the death of a relative listed above, an employee may use bereavement leave as needed for mourning; arranging for and/or attending the funeral service, a committal service, or memorial service, the viewing service, a wake; tending to family legal and property matters caused by the death; and traveling as required for the services or legal and property matters.

The bereavement leave does not have to be consecutive or expire the day of a funeral, committal, or memorial. Bereavement will be used for only the days an employee is scheduled to work. For local services, bereavement leave will be used only when the service is during the employee's scheduled work time.

When an employee plans to utilize bereavement after the death of a relative listed above, as soon as possible the employee shall notify the Police Chief (or the sergeant or Town Manager if the Chief is unavailable) and request approval of the paid bereavement leave. Permission shall be based on need and shall not be unreasonably withheld.

The employee shall provide to the Town Manager a letter of co-habitation from themselves and the other adult (domestic partner).

Bereavement leave shall count as hours worked for the purposes of computing overtime.

- 21.2 If an employee needs more bereavement time other than what is stated in this agreement (if he/she feels he/she cannot perform his/her job properly and he/she has a doctor's certificate), the Town may grant the employee the use of up to a maximum of two weeks accrued CTO for this purpose.

ARTICLE 22 – LIFE AND DISABILITY INSURANCE BENEFITS

- 22.1 Except as otherwise provided, the Town of Barre will provide the following insurance and benefits as provided by its existing plans "Town of Barre Group Insurance Plan":

a) Group Life Insurance - (1) Amount: The amount of your life insurance benefit is two times base earnings. If not a multiple of \$1,000, rounded to the next \$1,000 to a maximum of \$50,000. After age 70, the coverage is reduced to 50% of annual earnings. This amount will be paid in a lump sum, or in a fixed number of installments, as provided by the group policy, to a beneficiary named by you. (2) Waiver of Premium Feature: If, while insured, you become permanently and totally disabled, before your 60th birth-

day, your life insurance will be continued without further cost, for as long as you continue to be disabled provided you promptly submit evidence of such disability, as explained in your certificate of insurance. (3) Conversion Privilege: In the event of your termination of employment you may convert all or part of your life insurance by making written application and paying the first premium during the 31-day period following your termination. No medical evidence will be required."

b) Group Accidental Death and Dismemberment Insurance - "Amount: The principal sum, equal to your life insurance benefit, will be paid in addition to such life insurance benefits, for accidental loss of life, or loss of two limbs, sight of both eyes, or one limb and the sight of one eye. Loss must occur within 90 days of the accident.

c) Group Accident and Sickness Insurance - (1) Amount: In the event that you are unable to work due to a disability as defined in your certificate, caused by a covered accident or sickness, you will receive a weekly benefit of 70% of your basic weekly earnings to a maximum of \$700.00. (2) Benefits Begin: Weekly benefits will begin on the 31st day of disability due to an accident, 31st day of disability due to sickness. (3) Duration of Benefits: Benefits will continue while you are still disabled for 48 weeks for disability due to an accident, 48 weeks for disability due to sickness. Sick leave or CTO with pay shall not be given whenever an employee is eligible to receive Accident and Sickness Insurance under 22.1 (c) above when said sick leave would otherwise be paid.

ARTICLE 23 – DELETED

ARTICLE 24 - MILITARY SERVICE

24.1 Training and/or Governor Call-ups of National Guard

Any employee who is a member of a reserve force of the United States or of a State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or a State shall be granted an unpaid leave of absence not to exceed three (3) weeks for such activity.

24.2 Active Duty

Any employee who is a member of a reserve force of the United States or of any State and who is ordered by the appropriate authorities into active service under the supervision of the United States shall be granted an unpaid leave of absence for the period of service.

a. When an employee reports for active service as stated in this paragraph, the Town is responsible for the following:

- (1) To provide employment upon returning from active military service under the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA);
- (2) To provide or extend the same benefits to employees who have been furloughed (laid off) or to employees on non-military Jury leave, educational leave, etc.);
- (3) For providing the following health care benefits while the employee is performing active military service
 - i. If the period of service is less than 31 days, the Town will charge the employee only the employee share of the cost of the coverage;
 - ii. If the period of service is 31 days or more, the Town is permitted but not required to charge the employee up to 102% of the entire premium, including the part that the employer normally pays in the case of active employees.
- (4) For immediate and prompt reinstatement of employee benefits upon arrival from active duty;

- (5) For reinstating the employees health plan coverage, including family members without exclusion of "pre-existing conditions".
- (6) Treating the returning employee for seniority purposes, as if he or she had been continuously employed.
 - b. The employee is responsible for the following:
 - (1) Providing advance notice for leave of absence for military duty either orally or in writing to the Town. Failure to do so could result in forfeiture of protections under USERRA.
 - (2) For reporting to work or reclaiming their position with the Town in the following manner per Federal Law—
 - i. If the period of service is less than 31 days, the employee is required to report for work "no later than the beginning of the first regularly scheduled work period on the first calendar day following the completion of service and the expiration of eight hours after a period allowing for the safe transportation of the person from the place of that service to the person's residence".
 - ii. If the period of service is 31-180 days, the employee is required to submit an application for re-employment within 14-days after the end of the period of service.
 - iii. If the period of service is 181 days or more, the individual must submit the application for re-employment within 90 days.

24.3 Pre-Active Service Days

When an employee who is a member of a reserve force of the United States or of any state and is ordered by the appropriate authorities into active service for a period of nine (9) months or longer, and during the active service the employee is not permitted to return home, said employee shall be granted paid leave for the three regularly scheduled work days immediately before the active service begins.

ARTICLE 25 - COURT APPEARANCES AND COMPENSATION

- 25.1 Any employee who must attend a court or judicial proceeding before, after or during their normally scheduled work hours shall be compensated at the normal hourly wage rates provided in the Agreement. Such time spent attending such proceedings shall accrue towards the overtime provisions of this agreement.

Employees required to attend such proceedings within Barre Town and/or Barre City outside their normal work schedule shall contact the Barre Town Police Department through the dispatch center and clock on upon departure from their residence and shall clock off upon return to their residence. Time paid for travel will be the normal travel time from the employee's residence to the location of the court or judicial proceeding as determined by Map Quest or comparable service. Employees who attend such proceedings outside their normal work schedule shall receive a minimum of three (3) hours pay or actual time spent whichever is greater. If required to drive their personal vehicle to attend the proceeding, they shall report their mileage of travel to the Chief of Police and shall receive reimbursement for miles driven at the contractual mileage rate provided in Article 45.1 of the agreement.

In cases where the employee may be required to travel outside of Barre Town and/or Barre City to attend a court or judicial proceeding, mileage shall be paid as provided by Article 45.1 for the use of their personal vehicle, and the employee involved shall be provided with reimbursement of expenses to cover meals and room if necessary. The employee shall provide receipts for such expenses to the Chief of Police for reimbursement. Actual meal expenses will be reimbursed up to the allowed amount per diem rates for the location published by the federal Government Services Administration and expenses for alcohol shall not

be reimbursed. When overnight accommodations are planned, the employee shall have a pre-approved travel plan per 45.1.

Employees required to attend such proceedings outside of Barre Town and/or Barre City shall receive three (3) hours pay or actual time spent.

Such hours shall accrue towards the overtime pay provisions of the agreement the same as regular hours worked. Employees whose work schedules may be disrupted by the requirement to attend court or judicial proceedings shall not be paid less than what work hours were scheduled for that workday for the employee involved or actual time spent in service, whichever is greater.

Employees attending such proceedings shall clock on and clock off the same as if they were attending a proceeding within Barre Town and/or Barre City on a daily basis.

When such proceedings require the employee to stay at the location of the proceeding overnight, paid time shall accrue from the arrival of and departure of the employee from the location at which the court or judicial proceeding is scheduled and shall be verified by the employee contacting the dispatch center by phone to clock in and clock out. If this is not possible, such paid time shall be verified by mutually agreeable means between the employee and the Chief of Police. Any dispute over paid time claimed shall be resolved by the Town Manager and Union Business Agent.

ARTICLE 26 - HEALTH INSURANCE

- 26.1 The Town of Barre agrees to furnish the employees of the Barre Town Police Department with a comprehensive health and welfare program. The Town will provide employees with the Blue Cross Blue Shield Non Standard Rewards CDHP plan (Gold), or an equal or equivalent plan.

The summary plan description of the Gold Non-Standard Rewards CDHP plan is attached as Appendix F to this contract. If an equal or equivalent plan is provided the employees will be given a plan description.

From January 1, 2019 through June 30, 2023 the Town and employee shall split the cost of the monthly premium: Town 85% and employee 15%. The employee's share of the premium shall be deducted from their pay. Deductions shall be divided equally between paychecks as closely as possible.

Each calendar year of this contract the Town shall contribute to the employees' HSA accounts the following:

Single	\$1250.00
Family/Two Person	\$2500.00

Such contributions shall be made into the employee accounts by four equal payments at the beginning of each calendar quarter.

If an employee experiences a major medical bill the total HSA contribution will be made available to the employee.

The HSA contributions made shall be used to first pay the deductibles related to the medical treatments covered in Appendix F of this contract for the calendar year they are made.

Any contributions remaining from any prior calendar year HSA contribution may be utilized to pay any qualifying medical expense incurred by the employee.

For the term of this contract, if a participating employee exhausts the Town's contribution's for that specific calendar year, co-insurance and deductible shall be shared: Town 80%; employee 20%

Once the Town's contribution to the HSA for that calendar year is exhausted employees shall provide to the Town copies of their medical bills to verify the totals paid for medical costs only.

Reimbursements for medical bills shall be based upon the deductible percentages listed above. The Town upon receipt of a medical bill from the employee shall deposit into the HSA account the funds necessary to cover the Town's percentages of deductible sharing within five (5) business days.

The Town shall honor an employee's request to have deposits made from their payroll checks directly into their HSA as pre-tax contributions to their account during the calendar year.

During the term of this agreement if State and Federal mandated universal health care may be enacted the parties agree to meet and discuss the effects of these programs if they are enacted during the duration of this contract.

- 26.2 The Town of Barre agrees to buyout any employee in lieu of their participation in the Town's Health Benefit program. By December 1 of each year employees who seek a buy-out of their health insurance benefits shall notify the Town Manager in writing.

The buy-out provided by the Town shall be as follows:

Single	\$1200.00
Two person	\$2500.00
Family	\$3000.00

The Town shall provide one payment to an employee eligible for the buy-out of benefits on December 31 of each calendar year in which the employee was qualified for the buy-out. No employee may elect this option unless he/she shall first certify to the Town Manager that he/she has other health insurance coverage. Election of this payment in lieu of premium benefit shall not restrict or limit any of the employee's rights to privileges the employee may have for conversion of other health insurances to the Town supported B.C./B.S. program under COBRA, B.C./B.S. rules, or on the anniversary date of the B.C./B.S. policy (January 1).

- 26.3 The Town will provide a dental insurance plan for full time employees as is currently provided to the non-union administrative employee (Delta Dental Program, B, thru VLCT or comparable program). The employees shall have the right to purchase family and dependent coverage at his/her cost.

ARTICLE 27 - WORK RULES

- 27.1 The employer may adopt reasonable rules and regulations or amend existing rules pertaining to operations and conduct of its employees, providing such rules do not abridge the terms of this contract.
- 27.2 REVISING: When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive work days before becoming permanent.
- 27.3 INFORMING EMPLOYEES: The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing and new work rules, after the new work rules have been posted for five (5) days. New employees shall be provided with a copy of the rules at the time of hire.
- 27.4 ENFORCING: Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement, providing the rules are uniformly applied and enforced.
- 27.5 Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 28 - SAFETY, HEALTH AND WELFARE

- 28.1 The Town of Barre, in order to have a safe place to work, agrees to comply with all laws applicable to its operations concerning the safety of the employees covered by this agreement. All such employees shall

comply with all safety rules and regulations. The Town also agrees to provide all safety clothing and devices required by law.

- 28.2 It shall be grounds for disciplinary action should any employee fail to utilize, or improperly utilize, any safety equipment provided by the Town, or to fail to follow adopted safety practices.
- 28.3 All employees shall receive a copy of all safety rules and regulations. The Town will not ask any employee to work without safety equipment or in violation of safety rules.

ARTICLE 29 - EQUIPMENT AND UNIFORMS

- 29.1 All officers shall be issued standard uniforms appropriate for the season. Officers also will be issued leather gear, firearms, and special equipment. All such issues shall remain the property of the Town. Uniforms will be replaced with new issues as needed in the opinion of the Town. The vest to be replaced according to manufacturer's specifications or when damaged. The cover will be replaced every 3 years from date of issue or when damaged. Officers may option to wear BDU/range uniforms when their duties may damage their standard uniform as per the Chiefs policy.

The following equipment list is a minimum and additional items may be added with prior notice to the union. Equipment items currently provided shall be maintained if not listed in this Article.

Uniforms

5 Summer shirts

5 winter shirts

5 pair pants

1 fall jacket or fleece jacket (Towns' discretion)

1 service cap

1 pair gloves

1 summer ball cap or Gortex Ball cap

1 set rain gear

2 neckties

1 winter cap

1- commando sweater optional

1 winter coat

1 Outer vest carrier (Point Blank Endeavor or equivalent) **Not to be replaced more than every 2 years)

Equipment

1 expandable baton :w/holder

1 belt w/standard issue semi-automatic pistol and holder

2 name bars

1 badge

4 belt keepers

1 ammunition carrier

1 ID card

2 tie clasp

1 set handcuffs w/holder

practice ammo

vest w/trauma plate (optional wrap around) level 2 or higher

2 sets of collar brass

1 hat badge

1 pouch for latex gloves (optional)

Patch badges as needed

*Flashlight Surefire or Nitron

1 key holder (optional)

* A reasonable supply of batteries will be provided. Abuse of battery use will be reviewed.

- 29.2 Officers shall be provided a yearly boot allowance of **\$150** on July 31 of each contract year and will be reimbursed up to a maximum of **\$175** if they provide a receipt for the purchase to the Chief. The Chief shall establish reasonable guidelines for appearance and the type of footwear officers shall be required to purchase with the annual allowance. Officers shall be reimbursed for dry cleaning, alterations, and repair of uniforms and may select one of two options for reimbursement each calendar quarter: a) \$130 with no receipts required; b) up to \$145 if receipts are submitted. Such expense payments will be paid quarterly by check separate from the payroll check. To be eligible for the allowance, an officer must have reported to work plus any vacation, holidays and/or training at least 27 days (shifts) in the previous calendar quarter.

ARTICLE 30 - UNION BULLETIN BOARDS

- 30.1 The employer agrees to furnish and maintain a bulletin board located in the troop room.
- 30.2 The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 31 - DISCIPLINE AND DISCHARGE

- 31.1 Disciplinary action or measures shall only include the following:

- Oral reprimand
- Written reprimand
- Loss of paid vacation time (up to 2 weeks)
- Suspension without pay (up to 2 weeks)
- Discharge

- 31.2 In addition, suspension with pay may be imposed by the Town until an investigation or hearing (and decision) is made regarding any matter subject to discipline or a determination of the employee's fitness to serve.
- 31.3 The Town agrees to make available to employees an Employee Assistance Program wherein the employee may receive free diagnostic and referral service if he/she is troubled by family or financial upsets, substance abuse, emotional stresses, or other personal concerns. When personal concerns impair the employee's job performance, he/she may be referred to the EAP as an alternative to discipline, or the employee may seek EAP services without the supervisor's knowledge or involvement.

There may be applicable charges for services, examinations, or assistance introduced to the employee by the referral service, but there shall be no charge for the EAP diagnosis and referral service itself.

Employees referred to the EAP as an alternative to discipline are expected to submit and cooperate in good faith with the intent of the program. Failure to do so may, in and of itself, be cause for disciplinary action.

- 31.4 If the employer has reason to reprimand an employee, it shall be done in private or without the intent to embarrass the employee if done before other employees or the public.
- 31.5 It is agreed that nothing herein in any way prohibits the Town from disciplining or discharging for just cause an employee regardless of his/her seniority when in the Town's determination such action is necessary because of an employee failing to fulfill his/her responsibilities as an employee. Grounds for immediate discharge shall include, but not be limited to, fighting on the job, drunkenness on the job, drinking on the job, use of substances resulting in an altered state of consciousness or diminished capacity, theft, and conviction of a crime constituting a felony under Vermont law. Post probationary employees may grieve a disciplinary action pursuant to the grievance article of this Agreement (Article 33). For discharge, except on felony conviction, officers may elect to appeal the discharge action pursuant to V.S.A. Title 24, Ch. 55, Sec. 1932. Employees who elect a grievance appeal to Step 5 of Article 33 of this Agreement waive their right to an appeal under V.S.A. Title 24, Ch. 55, Sec. 1932. Employees who elect an appeal pursuant to

V.S.A. Title 24, Ch. 55, Sec. 1932 waive their right to appeal their grievance to Step 5 under Article 33 of this Agreement.

- 31.6 The employer shall not discharge any employee without just cause. If, in any case, the employer feels that there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward will be notified in writing that the employee has been suspended and is subject to discharge.
- 31.7 The Union shall have the right to take up the suspension and/or discharge as a grievance at the third (3rd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure if deemed necessary by either party.

ARTICLE 32 - RECORDS

- 32.1 The employment records of any employee shall be made available upon request by the representative of the Union, with the consent of the involved employee, to be utilized in the connection with the enforcement or carrying out of the terms and provisions of this agreement, subject to any such request being in writing and signed by the involved employee. It is understood the aforementioned records will not be removed from the area where they are generally maintained and shall be used by the Union under the supervision of the employee of the Town of Barre who is regularly employed in the office in which the records are kept.

ARTICLE 33 - GRIEVANCE AND ARBITRATION PROCEDURE

- 33.1 The name of the employees selected as steward shall be certified in writing to the employer within two working days after his/her designation and/or change by the local Union and the individual so certified shall constitute the Union Grievance committee. With the approval of the Town Manager, or his/her designee, the grievance committee members may be granted time off during working hours to investigate and process grievances.
- 33.2 GRIEVANCE PROCEDURE: Any grievance or dispute which may arise between the parties limited to the application, meaning or interpretation of this agreement shall be reported to the immediate supervisor outside the bargaining unit within five (5) working days of its occurrence and shall be settled in the following manner:

STEP 1. The employee or employees concerned and/or their steward shall endeavor to adjust the matter with the immediate supervisor outside the bargaining unit within four (4) working days from the date of notice to the immediate supervisor outside the bargaining unit.

STEP 2. If the parties are unable to arrive at a satisfactory adjustment, the matter may then be presented to the Chief of Police by the Union Steward and/or Union Grievance Committee. Such presentation to the Chief of Police must be given in writing within five (5) working days from the date of the final decision of the immediate supervisor outside the bargaining unit under Step 1 and must state the basis for such dispute.

The Chief of Police shall meet with the grievant and/or Union and the immediate supervisor outside the bargaining unit to attempt to adjust the matter within four (4) working days from the date of presentation to him/her. Within said four (4) working days, the Chief of Police shall make his/her determination of appropriate adjustments, if any. Said findings shall be presented in writing to the grievant and Union.

STEP 3. If the grievant(s) or Union is not satisfied with the determination of the Chief of Police, he/she may present the matter in writing to the Town Manager within five (5) working days from the date of receipt of the decision of the Chief of Police. The Town Manager and the grievant(s) or the Union shall meet and endeavor to adjust the matter within eight (8) working days from the receipt of such presentation to the Town Manager. Within said eight (8) days, the Town Manager shall make his/her determination of appropriate adjustments, if any. Said findings shall be presented in writing to the grievant(s) and Union.

STEP 4. If the grievant(s) or the Union is not satisfied with the determination of the Town Manager, he/she may present the matter, in writing, to the Board of Selectmen, in care of the Town Clerk within eight (8) working days of the receipt of the Town Manger's decision. The Board of Selectmen shall endeavor to adjust the dispute within sixteen (16) working days. Within said sixteen (16) days, the Selectmen shall issue their findings and final determination, in writing, to the grievant(s) and Union.

STEP 5. If the grievance is still unsettled, either party may, within fifteen (15) working days from the date of receipt of the Selectmen's final determination, request arbitration by notifying the other party of its intent and forwarding a copy of its request for an arbitration panel on the forms provided by the Federal Mediation and Conciliation Service. Their arbitration proceedings shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service and pursuant to its rules and regulation. The parties hereto shall share equally the cost of the arbitrator's cost, if any.

It is agreed that the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be limited to the issues raised by the parties.

- 33.3 Working days shall mean Monday through Friday on days the Town offices are open.
- 33.4 Unless extended by mutual agreement of the parties in writing, all time limits provided in Article 33.2 shall be adhered to by the aggrieved party relating to the advancement to the next step to the grievance procedure contained in said Article. Failure of the aggrieved party or the Union to advance the grievance or dispute to the next step within the time limits contained in 33.2, unless extended by mutual agreement, shall render the grievance null and void and will be considered settled based upon the Town's last response to the dispute.
- 33.5 In the event that any party should be unable to receive a written notification or answer because of illness, bereavement, or work assignment, required notice time limits shall be extended to begin upon such person's return to available status or seven days, whichever is less.
- 33.6 It is understood that when there is no immediate supervisor outside the bargaining unit, the grievance will advance immediately to STEP 2.

ARTICLE 34 - RETIREMENT BENEFITS

- 34.1 The Town will provide the retirement benefits as provided by its existing plan, i.e., the Vermont Municipal Employees Retirement System Plans B and C. Effective upon signing of this contract, retirement benefits for eligible members of the bargaining unit shall be offered the Vermont Municipal Employees Retirement System Plan C. All employees hired after the date this contract is signed must become members of VMERS Plan C. Current employees who are members of VMERS B may remain in that plan or may move to VMERS C in accordance with the rules of VMERS. Said retirement plans will be offered pursuant to the rules, regulations and procedures of the Vermont Municipal Employees Retirement System.

ARTICLES 35-37 DELETED

ARTICLE 38 - VISITS BY UNION REPRESENTATIVES

- 38.1 The employer agrees that accredited representatives of the Union, shall have access to the premises of the employer at reasonable times and reasonable places to see that terms of the agreement are being followed, provided such visits are not abused, do not interfere with the duties being carried on by the employees, and provided further that the Town Manager or his/her designee is advised reasonably in advance of any such visit.

ARTICLE 39 - NO STRIKE, NO LOCKOUT

- 39.1 The Town and the Union subscribe to the principal that differences shall be resolved peacefully and by appropriate means without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusals to perform work by the employees covered by this agreement.
- 39.2 The Town agrees that during the term of the agreement it will not lock out any of the employees covered by this agreement.
- 39.3 Any disciplinary measures taken by the Town against employees who violate this Article shall not be reviewable through the grievances procedures, except on the basis that the employees did not in fact violate the Article.
- 39.4 In the event of any violation of paragraph 1 of this Article, there shall be no financial liability on the part of the Union, and/or officers thereof, if such parties promptly after notice of the beginning of such action shall: (1) publicly and privately declare such action to be a violation of this agreement and promptly order their members to return to work and (2) take other prompt and vigorous steps to end the strike, work stoppage or other concerted effort to perform work by the employees.
- 39.5 Employees shall not be required to act as strike breakers or to go through picket lines except to perform their required assigned duties.

ARTICLE 40 - PAYROLL DEDUCTIONS

- 40.1 The Town agrees to make automatic payroll deductions and deposits for any employee who requests and authorizes such action for the purpose of the employees' credit union and Christmas club contributions. Such payroll deduction and deposit arrangements shall be limited to the same arrangements as now offered for non-bargaining unit employees of the Town and such additional arrangements as the Town may, from time to time, offer during the term of this contract.

ARTICLE 41 - SAVINGS CLAUSE

- 41.1 Should any article, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decisions; upon the issuance of such decisions the parties agree immediately to negotiate a substitute for the invalidated articles, section, or portion thereof.

ARTICLE 42 - INCLUSIVE OF THIS AGREEMENT

- 42.1 All other employment practices, personnel policies, conduct and training rules as appear in various policy manuals, the administrative code, or State law continue in full force and effect. If there is a conflict between documents, the labor agreement controls, where authorized by law. Any and all such rules, regulations, and policies which are in effect and the original date of execution of this Agreement shall be certified to the Union within 30 days of such date or shall not be enforceable by this contract. Any new rules, regulations, or practices, or any revision, amendment, or repeal of such existing certified rules, regulations and policies shall only be instituted in accordance with Article 27 of this Agreement. These provisions shall not apply to law, VCJTA rules, court rules, or other similar rules, regulation, practices, or policies established or amended by competent authority other than the Town of Barre.
- 42.2 The parties agree that this agreement, with attached appendices, constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to collective bargaining including any demands made by the Union or the Town during negotiations.

- 42.3 Labor-Management Committee: The Town agrees to meet with the employees, or a representative committee of no less than three Police Department employees, on a regular mutually convenient and agreed upon schedule. The purpose of such meetings will be to review and discuss issues arising from the Police Manual and General Orders, practices and procedures related to working conditions, and any matter of mutual concern and interest related to functioning of the Police Department, the law enforcement and police service needs of the community, and the well-being of the employees. Such meetings shall not be considered as time worked or time paid, attendance shall be open and voluntary, and the meetings shall not constitute collective bargaining within the meaning of T. 21, V.S.A., Ch. 22.

ARTICLE 43 - TERM

- 43.1 This agreement shall be effective upon ratification and signature of both parties and continue in full force and effect until June 30, 2023 and from year to year unless either party gives notice to the other that it desires to modify this agreement by January 1st of the last year of the agreement or by January 1st of any extended year of this agreement.
- 43.2 This agreement shall automatically extend until altered, amended, or terminated by mutual agreement of the parties, in writing. Should negotiations extend beyond June 30 of that year (except negotiations in this first contract), all wage items negotiated and ratified shall become effective retroactively to July 1 of that year unless a different date is agreed to by the parties.

ARTICLE 44 - LEAVE OF ABSENCE

An employee with one (1) year or more continuous service, upon written approval by the Town Manager or Board of Selectmen, may be granted leave of absence not to exceed one (1) year for good cause. Requests for leave of absence must be made in writing to the Town Manager through the Police Chief. The written request must state the date the leave would begin and the date the employee will return to work not to exceed one 1 year. The employee will explain the good cause for the request. The Town shall respond to the request within a reasonable amount of time, and if the request is denied, the Town shall give reasonable clarity for the decision.

Employees will be required to use all accrued CTO at the beginning of the leave of absence, except the employee may reserve a total of five CTO days use upon returning to work. When these sources of paid time-off are exhausted the remainder of the, leave shall be unpaid.

The Police Chief or the Town Manager, if the Chief is unavailable, may require the employee to return all Town equipment before a leave of absence is effective.

CTO will not accrue during the leave of absence except for those periods during which the employee uses accrued paid time off. Health insurance and other insurance benefits can be maintained during the unpaid period of the absence according to other Town policies or State and Federal laws that may apply and provided the employee pays the full monthly premium in advance if required by policy or law. Upon returning to duty the employee will receive credit for all unused CTO days earned prior to the leave of absence.

The employee will be reinstated to his/her position with no loss of seniority position. If the position has not been eliminated and the employee returns to duty the day after the leave of absence has ended. If an employee does not return to work on the designated day unless due to proven illness the employee shall be subject to discipline including termination. A written notice shall be sent to the address in the employee's personnel file. An employee must give the Police Chief or in the Chief's absence the Sergeant two (2) weeks written notice if he/she decides to resume work sooner than originally planned. Extensions must be submitted in writing to the Town Manager via the Police Chief one month before the approved leave is scheduled to end. Request for extensions beyond the one year maximum will not be approved.

ARTICLE 45 - TRAVEL LEAVE

- 45.1 A request for travel must be submitted to the Town Manager or his designees for authorization to travel to a convention, meeting or other official town business including training that takes employees away from their normal work. This request is to provide the Town Manager information so that expenses for travel may be approved before the employee leaves. In the event that an employee attends a multi-day training where lodging is provided by the Town, the employee will be paid travel time and mileage for one round trip. The officer will only be paid mileage if a town vehicle is not provided. If the employee's private vehicle is used for transportation, mileage will be reimbursed at the IRS mileage rate in effect at that time. Documentation will be required for travel, lodging, meals and conference fees. Actual meal expenses will be reimbursed up to the amount allowed per diem rates for the location published by the federal Government Services Administration and expenses for alcohol shall not be reimbursed. Employees shall be compensated for all time traveling to and from training locations based upon Mapquest travel time estimates. Such paid time shall be outside the 25 hours in Article 47.1. When time traveling to and from training is during an employee's regularly scheduled work shift there shall not be any additional travel pay. The travel time provision described above shall sunset (be terminated) July 1, 2018 and must be negotiated and accepted to carry over into the contract succeeding this (7/1/15-6/3-/18) contract.

ARTICLE 46 - OUTSIDE EMPLOYMENT

- 46.1 Fulltime employees shall not perform services for other law enforcement agencies or other employers unless such outside employment is approved in writing by the Town Manager. The Town Manager agrees to not unreasonably withhold such approval and shall provide in writing to the requesting employee the reason for any denial within five (5) working days of the receipt of the employee's request.

The Town Manager shall not withhold approval unless he/she determines that such outside employment will interfere with the employee's ability to perform his/her duties to the Town, will create a conflict of interest or an undue appearance of such, would compromise all investigation, prosecution, or other official business of the Town, or would violate the expressed and implied limits of the official code of ethics for Town employees generally and police officers in particular or will expose the Town to an undue risk of legal action.

ARTICLE 47 - TRAINING PAY

- 47.1 The Town will pay up to 40 hours straight time for each officer, for attendance at Barre Town Police Department initiated training sessions. In order to receive training pay for attendance at a non-department training session, the employee must receive prior approval from the Chief. Training pay, for these 20 hours, will be at straight time. Meeting minimum standards of the law and the Vermont Law Enforcement Training Council's requirements will remain the officer's responsibility.
- 47.2 A Training committee shall be established within 90 days following ratification of the agreement. The committee shall be made up of the Town Manager, Police Chief or his designee, Sergeant/or Corporal, and one patrol officer who shall be selected by a majority of the unit patrol officers.

The training committee shall normally meet on a regular basis, no less than quarterly, or as may be mutually agreed. Sergeants, Corporals or patrol officers attending the training committee meeting shall be paid their straight time hourly rate of pay for attending committee meetings outside their work schedule. Such pay may be applied to the 40 hours in 47.1 and their usual hourly wage rates for meetings attended during their work schedule.

- 47.3 The training committee shall develop training plans that will cover the following general training areas:
1. In-Service Training
 2. Specialty Training
 3. Career Development Training:

Officers shall submit to the training committee their requests for training in the three areas covered. Such requests shall be reviewed by the training committee and recommendations relating to the requests shall be made in writing to the submitting officer in a timely manner by the committee.



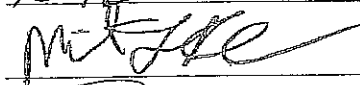
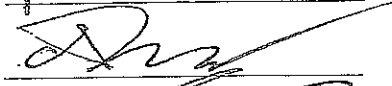
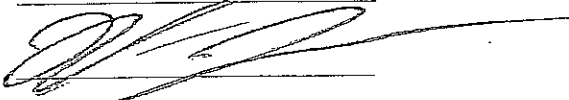
- 47.4 The Chief shall use the information provided by the Training Committee to develop a training budget which will be forwarded to and be included in the Towns budget process each year.

ARTICLE 48 - COMPENSATORY TIME


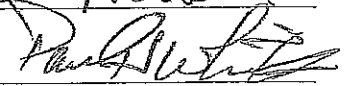
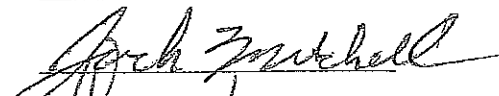
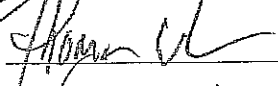
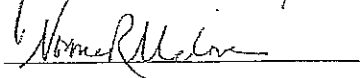
- 48.1 In lieu of overtime pay, an employee may elect to receive compensatory time off equal to 1.5 times the overtime hours worked.
- 48.2 Employees may utilize accrued compensatory time off with the approval of the Police Chief subject to the availability of personnel to cover the shift, if deemed necessary.
- 48.3 Employees shall utilize accrued compensatory time off within six-months of the date accrued and shall not be allowed to accrue more than 80 hours of compensatory time. Overtime worked in excess of the maximum compensatory time accruals shall be paid as overtime. Compensatory time not utilized within six months of the date accrued shall be paid at the current overtime rate. Employees may elect to convert (buy back) any or all accrued compensatory time at any time by submitting a written request at least seven days in advance of the next payroll date.

Dated at Websterville, Vermont this 2nd day of January, 2018, this Agreement shall contract between the Town of Barre, Vermont and Barre Town Police Association, Fraternal Order of Police, Lodge 004.

FOR THE UNION:








FOR THE TOWN:

The contract for the period July 1, 2018 - June 30, 2023 shall be extended, with modifications shown in Section 43.1 and in Appendix A, Wages, for one year:
July 1, 2023 - June 30, 2024

For the Union:


Union President

For the Town:


Paul White, Chairman Selectboard

Appendix A – WAGES

The wage rate adjustment on July 1 of each year of this contract shall be:

July 1, 20185%
July 1, 2019	1.5%
July 1, 2020	1.5%
July 1, 2021	2.0%
July 1, 2022	2.5%
Effective upon approval of extension.....	10% increase in 7/1/21 rates
July 1, 2023	5% (except Office/Clerical)

Police Officers:

		<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>	Effective Upon Approval	<u>7/1/23</u>
Step A	1-12 months	20.85	21.41	21.98	22.67	23.49	24.94	26.19
Step B	13-24 months	21.58	21.90	22.23	22.92	23.74	25.21	26.47
Step C	After 2 year	22.91	23.25	23.60	24.07	24.67	26.48	27.80
Step D	After 3 year	23.92	24.28	24.64	25.13	25.76	27.64	29.02
Step E	After 4 years	25.29	25.67	26.06	26.58	27.24	29.24	30.70
Step F	After 5 years	26.59	26.99	27.39	27.94	28.64	30.73	32.27

All officers who currently are being paid \$28.81 per hour on June 30, 2018 shall receive the percent wage increases shown above. The new pay rates will be:

<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>	Effective Upon Approval	<u>7/1/23</u>
\$28.95	\$29.38	\$29.82	\$30.42	\$31.18	\$33.46	\$35.13

Officers Longevity Bonus:

5-8 years	\$.10 per hour
8- 12 years	\$.16 per hour
12-16 years	\$.24 per hour
16 + years	\$.30 per hour

Current officers at a per hour rate higher than contained in the chart above will be red circled and maintain their current bonus rate until the chart exceeds their current bonus rate.

Rank Adjustment:

	<u>7/1/18 – 6/30/23</u>
Cpl. (per hour)	\$1.00
Sgt. (per hour)	\$1.50

Shift Differential:

2nd shift	2.0%
3rd shift	2.5%

Newly Hired Officers:

Academy wage rate - \$1.50 per hour less than the current applicable 1 to 12 months rate until completing academy certification. Officers hired at a higher rate than the 1 to 12 month wage rate are exempt from this reduction.

Appendix A (continued)

Office/Clerical: + 7.28% on 7/1/23

							Effective Upon Approval	7/1/23
Wage Schedule		<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>		
Step A	0-6 months	16.97	17.22	17.48	17.83	18.28	19.61	21.04
Step B	6-12 months	17.60	17.86	18.13	18.49	18.95	20.34	21.82
Step C	12-24 months	18.17	18.44	18.72	19.09	19.57	21.00	22.53
Step D	24-36 months	18.75	19.03	19.32	19.70	20.19	21.67	23.25
Step E	36- months	19.36	19.65	19.94	20.34	20.85	22.37	24.00

Office/Clerical Longevity Bonus: After 1 year – 20 years \$.02/hr./yr. of service completed added onto base hourly pay rate.

Instructor Certification

Officers holding any one of the instructor certifications listed below and who, during the calendar year, trained or instructed Barre Town Police Officers, shall in December of that calendar year, be paid an annual stipend per certification as shown below. In December officers shall be responsible to begin the payment process by giving the police chief a valid certification card (for each certification held). This annual stipend will be paid separate from payroll. BTPD sanctioned training or instruction to Barre Town police officers.

<u>Years as an Instructor</u>	<u>Bonus</u>	<u>Instructor Certifications</u>
0-2	No bonus	1. Field Training Officer
3-5	\$100	2. Firearms Instructor
5-10	\$200	3. Patrol Rifle Instructor
10-20	\$300	4. Control and Restraints Instructor
		5. Taser Instructor
		6. K9 Instructor

Appendix B - Acknowledgement of Arbitration

We understand that this agreement between the Town of Barre and Barre Town Police Association, Fraternal Order of Police, Lodge 004, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of Constitutional or Civil Rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

FOR THE UNION:

Dan Hack

Rick

Mt Hk

AS

[Signature]

FOR THE TOWN:

[Signature]

Bob Nelson

Norma McLaughlin

Paul White

Jack Mitchell

Appendix C – Side Agreement / Special Duty Assignments

1. The Town and Union agree to use this side agreement to address outside employment opportunities for services provided to Third Parties who may require from time to time police services.
2. Special duties assignments shall be offered and accepted on a voluntary basis by department employees by seniority.
3. Officers employed to provide third parties service shall be working under the guidelines of the Barre Town Police Department and shall receive the rates of pay provided within this Appendix for the duties and services provided the third party entity.
4. Special assignments shall include:
 - A. Work at Thunder Road
 - B. Special events
 - C. For utility companies
 - D. Escorts, chaperons, security services for schools and other civic groups.
 - E. Other similar arrangements not specifically mentioned here-in such as parades, charity events, etc.
 - F. Project S.H.A.R.P. and for S.T.A.R.T., and Click it or Ticket.

Rates of Pay:

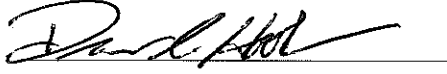
The following rates of pay shall be established for the following types of special services for fulltime officers:

- | | |
|---|---------------------------|
| 1. Thunder Road | Overtime pay rate |
| 2. Traffic control, vehicle escort, utilities
voting locations, parades, and/or demonstrations | Overtime pay rate |
| 3. Projects and/or other similar interagency law
enforcement initiatives. | Overtime pay rate |
| 4. Local & Civic non-profit or charitable group events
providing security assistance. | Regular pay rate per hour |
| 5. Security services at events, company locations,
bars, labor disputes, etc whether or not alcohol is served
or sold by the third party agency, security at job sites, private
businesses with crime issues, threats of vandalism or physical
harm, security escort service and other such general precautionary
security services. | Overtime pay rate |
| 6. School events other than traffic control | Overtime pay rate |

* Blue light service shall provide an additional charge of \$7.50 per hour

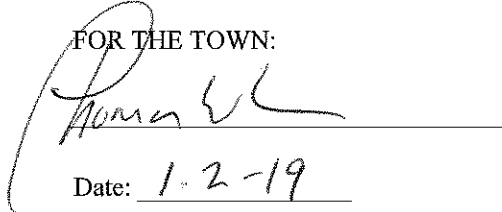
Special assignments hours shall not accrue towards the employees weekly overtime hours.

FOR THE UNION:



Date: _____

FOR THE TOWN:



Date: 1-2-19

APPENDIX D - APPLICATION, CHECK-OFF AUTHORIZATION, AND ASSIGNMENT

APPENDIX E - DESCRIPTION OF PHYSICAL ABILITY TEST

(SEE ARTICLE 14)

The SCCJPAT course shall be set up under supervision of the chief of police at an indoor or outdoor Barre area site selected by the chief of police. The course is described below. The maximum time, counting time penalties for failing to complete the low crawl or ditch jump successfully, to pass the physical ability test (PAT) is two minutes, six seconds (2:06). The police chief shall administer the test and keep the official time.

The course measures 870 feet and consist of nine individual stations (obstacles) arranged in a continuous format:

1. Running
2. Jumping (low hurdles)
3. Climbing stairs.
4. Low crawling
5. Jumping (broad-jump type)
6. Climbing a fence (4-foot chain link)
7. Climbing through a window
8. Moving/dragging a 150-pound weight
9. Changing direction on the run.

The participant runs 1 $\frac{3}{4}$ laps around the perimeter of the course and enters the obstacle area. The first obstacle encountered in the interior consists of two low hurdles, 1 $\frac{1}{2}$ feet high and 4 feet long, placed 13 feet apart. After clearing the hurdles, stairs (5 steps up to a 32-inch wide landing, 45 inches above the floor, and 5 steps down) must be negotiated twice (note that each step has a 7 $\frac{1}{2}$ inch rise and tread that is 11 inches wide). When the stair obstacle is completed another low hurdle must be cleared. After the hurdle the participant must successfully negotiate a low crawl under an obstacle set 2 $\frac{1}{2}$ feet above the ground/floor. Coming out of the low crawl the participant will make a turn and then make a running broad jump simulating a 6-foot-wide ditch. After another turn, the participant will climb a 4-foot-high chain link fence. Next, the participant will run around two turns and then enter through a 4 foot high window (opening is 3 feet wide and 4 $\frac{1}{2}$ high). The participant then drags a 150-pound dead weight 20 feet. Last, the participant exits the obstacle area and runs one lap around the perimeter.

A time penalty of two seconds each for failing to successfully complete the low crawl or ditch jump will be added to the participant's clock time. Participants will be allowed three attempts (all while the clock is running) to complete the other obstacles. Upon each failed attempt the police chief will tell the participant to re-start at a point allowing for momentum (to gather speed) to re-attempt the obstacle. On the third failed attempt at an individual obstacle the participant will have failed the PAT.

This page for PAT drawing

Appendix F - HSA Health Plan Summary