

MEMORANDUM



To: Selectboard

From: Peter B. Elwell, Town Manager

Re: Collective Bargaining Agreement with the
New England Police Benevolent Association

Date: January 15, 2020

RECOMMENDATION

I recommend that the Selectboard approve the attached collective bargaining agreement between the Town of Brattleboro and the New England Police Benevolent Association (NEPBA), Local 412, effective July 1, 2019, through June 30, 2022. The agreement is presented in ~~strikeout~~/underline format to show what is changing from the 2016-2019 document. This agreement has been ratified by the union members.

BACKGROUND INFORMATION

The Town has four collective bargaining agreements with employees. The NEPBA represents police officers, dispatchers, Police Department clerks, the animal control officer, and parking enforcement officers. The other three agreements are with the International Union of Operating Engineers (Local 98) representing the Town's administrative employees, with the Brattleboro Professional Firefighters Association (IAFF Local 4439), and with the United Steelworkers (Local 944) representing Public Works, Parks, and Facilities Maintenance employees. Those other three contracts for 2019-2022 were negotiated and approved last year.

Negotiations with the NEPBA began in June. We met several times through the summer and fall and all our discussions were respectful and productive. In addition to addressing employee compensation, we addressed a few operational matters and updated the agreement to ensure it reflects current practices and policies. The changes that are most significant financially are wage increases and health insurance benefits.

The proposed agreement includes a restructuring of the pay range for clerks and parking enforcement officers in the current fiscal year to raise starting pay to \$15 per hour and to increase the overall compensation of these lower paid positions as part of making the Town's compensation practices more equitable across our whole organization. The remainder of the NEPBA positions will receive a 2.5% pay increase for the current fiscal year. All NEPBA positions will receive a 2% pay increase for FY21 and a 2% pay increase for FY22.

The proposed agreement also includes language that reflects health insurance benefit changes developed last winter by a committee of employees representing management, non-union employees, and each of the four collective bargaining units. The committee's objective was to identify how employees could share the burden of future health insurance cost increases with Town taxpayers in a manner that would be acceptable to a majority of Town employees.

The solution that has been approved by the Selectboard and by all four collective bargaining units is for employees to pay 1% of the premiums during 2020 (payroll deductions of that employee cost share began last week with the first payroll of the new year), 3% of the premiums during 2021, and 5% of the premiums during 2022. That is expected to save Town taxpayers approximately \$200,000 during the next 3 years (conservatively assuming a rate increase of 10% each year). This is the second time in the past four years that a committee of employees with broad representation has collaborated on health insurance changes to preserve an outstanding employee benefit and control Town costs. Both experiences have been so successful that we have decided to convene such a committee annually to review the Town's health insurance program and to collaborate on future recommendations for renewal or modification of that program.

PBE:
Attachment

Agreement
between the
Town of Brattleboro
and the
New England Police Benevolent Association
Local #412

Effective ~~January 1, 2016~~ July 1, 2019 to June 30,
~~2019~~ 2022

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#1 AGREEMENT

Agreement entered into as of ~~January 1, 2016~~ July 1, 2019 between the Town of Brattleboro, hereinafter referred to as the "Town", and the Brattleboro Police Association, as represented by the New England ~~p~~Police Benevolent Association Local #412, hereinafter referred to as the "Association".

The Town and the Association shall notify each other in letter form the names of all officers, or representatives of each party, and will update the other as changes occur, no list shall become operative until signed by both parties. The notification shall be no later than 3 working days after a change is made.

This Agreement shall expire on midnight, June 30th, ~~2019~~ 2022. Either party may notify the other party of its desire to negotiate a successor agreement by written notice mailed by certified or registered mail, postage pre-paid, addressed to the other party, (in the case of the Town, to the Town Manager, in the case of the Union, the Representative), and postmarked no later than 60 days prior to the expiration date of the initial period or any renewal period. Negotiations shall begin ninety days before final date of the Agreement. As a showing of good faith during the effort to reach a new agreement, the existing agreement will remain in full force during subsequent negotiations.

If neither party sends a timely notice, this Agreement shall automatically renew for another year and from year to year thereafter, unless a timely notice is sent, postmarked no later than 60 days prior to the then applicable termination date.

Notwithstanding the above, it is the intent of the parties to this contract to begin negotiations in March of ~~2019~~ 2022.

#2 PURPOSE AND INTENT

The purpose of the Town and the Association in entering into this Labor Agreement is to set forth their agreement on wages, hours of work, and other conditions of employment, and to promote harmonious relations, establish an equitable and peaceful procedure for the resolution of differences, that would allow the Town to operate effectively and efficiently to serve its residents.

The Town specifically represents that it will, in good faith, seek from an appropriate Town Meeting, the appropriations necessary to accomplish the terms of this Agreement.

The parties to this Agreement acknowledge that the Department's Policies & Procedures shall remain in force and be controlling authority unless specifically superseded by the terms of this Agreement.

#3 RECOGNITION/ELIGIBILITY

The Town recognizes the Association as the sole and exclusive representative of its employees covered by this Agreement for the purpose of collective bargaining, as certified by the Vermont Labor Relations Board on August 31, 1995.

The term employees as used in this Agreement applies to all employees of the Brattleboro Police Department, excluding the Chief of Police, Confidential Office Manager, Captains, Communications Supervisor, Parking Enforcement Coordinator, and probationary employees as defined in this Labor Agreement.

Reference to the male gender shall be construed to include male and female.

#4 MANAGEMENT RIGHTS

Except as otherwise modified in this Agreement the management and direction of the Police Department operations, as well as the means by which such operations are to be conducted, shall remain the sole and exclusive prerogative of the Town. All rights and responsibilities not specifically modified by this Agreement or agreed to practices as per current Town Employee Handbook and the Police Department Policies and Procedures will fall in the sole and exclusive function of the Town. The Employer will have a right to discipline and/or discharge for just cause as specifically set forth in section #7 Disciplinary/Discharge Actions and section #8 Grievance Procedure/Arbitration. Management rights are included:

- Direct the work force
- Hire and assign employees of its own selection
- Determine the number to be employed in the police department
- Maintain efficiency
- Extend, maintain, curtail, sell or terminate all or any part of the police department operations or positions
- Determine size and location of facilities
- Establish new methods of work
- Prepare, establish or revise job qualifications and classifications
- Assign and reassign work to be performed
- Transfer, promote, demote, lay off; or discipline employees for just cause shown
- Maintain and enforce rules of discipline
- Determine number and time of shifts, hours of work, days of week and number of hours and days in work week
- Determine need for new positions

The above rights of management are not all-inclusive, but indicate the type of matters where rights shall belong to or are inherent to management.

#5 NO STRIKE/NO LOCKOUT

The Town and the Association subscribe to the principal that differences shall be resolved by peaceful and appropriate means and without interruption of services to the Town. The Association and its agents agree therefore, that there shall be no strikes, work stoppages, sick-outs, honoring stranger pickets, (with exception for personal participation on personal time, so long as such participation is conducted in its entirety outside the Town of Brattleboro and its neighboring towns) or other concerted refusal to perform work by employees covered by this Agreement, nor any instigation thereof during the life of this Agreement, regardless of the reason for doing so. During the term of this Agreement, neither the employer nor any of its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this agreement, so long as the Association does not breach the above.

In the event any employee violates the above, he shall be subject to disciplinary action by the Town up to and including discharge.

Notwithstanding anything recited herein to the contrary, this Article shall not be construed to abridge an employee's constitutional right of free speech and association while off duty.

#6 UNION VISITATION/UNION BUSINESS

Authorized officials of the Brattleboro Police Association will be permitted to visit employees during working hours provided that such visits are not abused, do not interfere with the performance of the duties assigned to the employees, and provided such visits have received the approval of the Police Chief or his designee provided such approval is not unreasonably withheld. Upon arrival, the Association representative shall check in with the Police Chief or the Police Chief's his/her designee. Members of the Union's negotiating committee, not to exceed two members scheduled to work, shall be entitled to negotiate in collective bargaining sessions without loss of pay or benefits; provided, however, that the members of the Union's negotiating committee makes provisions with the Police Chief or the Police Chief'shis designee to ensure minimum shift coverage during the time of said bargaining sessions is maintained, and, said members of the negotiating committee shall be available to respond to calls during the negotiating session, and any detective on the bargaining committee shall be available to make up any work as required by the Police Chief or the Police Chief's designated representative~~his designee~~ at time and one-half. Members of the Union's negotiating committee who are not scheduled to work shall not be compensated during negotiating sessions.

The Town agrees to allow employees off for the purpose of attending training, conventions, or other Association business according to the vacation leave guidelines set forth in Article 12.

The Union Bulletin Board location will be determined by mutual agreement of the Association and the Police Chief.

#7 DISCIPLINARY/DISCHARGE ACTIONS

The Town of Brattleboro provides a system of progressive discipline which may be invoked for failure of employees to follow workplace policies, guidelines and practices or for failure to perform the duties of their position in an acceptable manner. Any discipline shall be for just cause.

Nothing in this Section shall prohibit the Town from bypassing the above-mentioned corrective discipline, or from applying disciplinary action of differing degrees or progressively for different kinds of offenses.

Severe disciplinary action may be taken only after consultation with the Town Manager. The seriousness or frequency of violation, as well as job performance history will be factors in determining the level of discipline.

Notwithstanding anything herein to the contrary, the Town will comply with the statutory requirements of 24 V.S.A. §1932 et seq. Or any amendments thereto, unless the officer waives his rights in writing as permitted by the statute. However, an employee may proceed in only one manner. He must elect to proceed pursuant to this Article or pursuant to 24 V.S.A. §1932.

The following disciplinary actions shall be taken in accordance with the accompanying guidelines.

Oral Reprimand

Oral reprimands are issued by the immediate supervisor for initial, minor misconduct. A record of such reprimand will be placed in the employee's personnel file and be retained there for a period of six months. If no other disciplinary action occurs during the six-month period, the record of the oral reprimand will be removed from the employee's personnel file.

Written Reprimand

A supervisor may issue a written reprimand to an employee when

- An oral warning has not resulted in the expected improvement; or,
- A further similar incident has occurred within a short period of time; or,
- A more severe initial action is warranted due to the seriousness of the action

A written reprimand shall be discussed with and a copy given to the employee and a copy placed in the employee's personnel file. The written reprimand shall remain in the employee's personnel file for a least one year providing no other actions were taken. If no further disciplinary actions have been taken within twelve months, the written reprimand shall be removed from the employee's personnel file.

Suspension

After consultation with the Town Manager, a department head may suspend an employee without pay, when:

- an employee repeats an action for which a written reprimand has previously been given;
- takes unauthorized absence from work;
- is negligent in the performance of work such that a safety concern is present or the Town may, or does experience a delay in work;
- engages in conduct, on or off the job, which effectively limits or curtails the ability of the employee to perform an assigned job as set forth in the employee's job description;
- A more severe disciplinary action is warranted due to the seriousness of the infraction or behavior.

An employee may be suspended without pay for up to three (3) working days by the department head after consultation with the Town Manager. Notice of such action must be forwarded to the Town Manager immediately. No suspensions longer than three days may be made by a department head without Town Manager approval.

A record of the suspension of an employee shall become a permanent part of the employee's personnel record.

Dismissal

An employee may be dismissed from the Town's service when, in the judgment of the department head, and concurrence of the Town Manager, the employee's work or conduct so warrants, and such action will serve the best interest of the organization.

A Department Head recommending dismissal of any employee shall submit, to the Town Manager, a written description of the reasons for such action, including all evidence prior to any action being taken. The employee shall be given written notice of the reasons for the dismissal and a notice of the grievance procedure found in this handbook.

Demotion

In certain instances, a demotion to a position of lower responsibility and pay may be in the best interest of the employee and Town. A Department Head may recommend demotion to the Town Manager when they believe an employee has been unable to satisfactory perform the position duties. No employee may be demoted to a position with less responsibility than the position in which they were hired.

#8 GRIEVANCE PROCEDURE/ARBITRATION

A grievance is defined as the alleged violation of a specific provision of this Agreement and/or an appeal of disciplinary action imposed upon a member of the union.

Step I

An employee believing ~~he has~~ they have cause for complaint shall first discuss it with the issuing supervisor, with or without the assistance of the Association representative. A problem shall not become an official grievance until the issuing supervisor has had an opportunity to contact the Chief, or his designee to discuss the problem and attempt to resolve the complaint. The issuing supervisor shall give the employee a verbal answer within seven days after the verbal presentation of the complaint to him. Such complaint shall be presented verbally by the employee within seven days after the occurrence of the event, unless the employee is on vacation or leave at the time of the event and has no knowledge of the occurrence of the event, in which instance he or she shall have seven days from the date of return which to file.

Step II

If the complaint is not resolved at Step I the grievance shall be reduced to writing, signed by the aggrieved employee on a form agreed to by the Town Manager and the Association and delivered to the Police Chief or the Police Chief's ~~his~~ designated representative within seven days of receiving the issuing supervisor's verbal answer. The Police Chief or the Police Chief's designated representative ~~his designee~~ shall have seven days from the date of presentation to formulate and submit ~~his~~ a response to the grievance. The Police Chief or the Police Chief's designated representative ~~He~~ shall then return the grievance to the President of the local Association.

Step III

Should the grievance still remain unresolved following Step II, the employee can submit the grievance in writing to the Town Manager within

seven days of receipt of the Step II response. Likewise, if the grievance is an appeal of an action taken by the Police Chief, then the grievant shall grieve directly to the Town Manager, but must do so within seven working days of the Police Chief's action. A meeting will be held with the Town Manager, Police Chief, Grievant, and Local President. A Representative of the New England Police Benevolent Association may attend. Legal counsel for the town may be present. The Town Manager shall have seven days from the date of the meeting in which to submit his answer in writing on the grievance and return it to the Association, ~~or by a date mutually agreeable.~~

Should the answer at Step III prove not to be satisfactory, the Association may submit the grievance to Arbitration for final disposition and notify the Town Manager in writing, ~~sight~~citing the specific clause violated. The filing of the grievance would be made within thirty days from receipt of the Town Manager's answers. The Association ~~would~~must submit the grievance to the Federal Mediation and Conciliation Services, Arbitration Division. Upon receipt of the panel of names, the Association would strike three names and the Town would strike three names and the remaining name would be the arbitrator.

The authority of the arbitrator shall be limited to the terms and provisions of the Agreement. The arbitrator shall not have the authority to establish salaries or wages, or add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement unless the Town exercises its rights under Article 9 entitled, Hours of Work/Pay Period. The expenses of the arbitrator shall be shared equally by the Town and by the Association. The decision of the arbitrator shall be in writing and set forth the reasoning of the decision and shall, subject to law, be binding on all parties. Nothing shall prohibit the Town and the Association from, if they desire, selecting an arbitrator(s), by mutual agreement to be the sole arbitrator(s) for grievances arising from this Agreement.

AT ALL STEPS OF THE GRIEVANCE PROCEDURE, A GRIEVANT SHALL HAVE THE RIGHT TO UNION REPRESENTATION.

Failure of the Association to observe the agreed upon time limits shall constitute abandonment of the grievance and settlement on the basis of the last Town answer, without setting a precedent. Failure of the Town to observe the agreed upon time limits shall constitute abandonment of the grievance and settlement desired by the grievance, without setting a precedent. Either the Town or the Association may extend any deadline decision by mutual consent.

Notwithstanding anything herein to the contrary, the Town will comply with the statutory requirements of 24 V.S.A. §1932 et seq. Or any amendments thereto, unless the officer waives his rights in writing as permitted by the statute. However, an employee may proceed in only one manner. He must elect to proceed pursuant to this Article or pursuant to 24 V.S.A. §1932.

The Town and Association will not entertain hypothetical cases to be grieved, only those that result from actual behavior. This does not prohibit ongoing communication or resolution between the Town and Association on any question or issue of this agreement.

#9 HOURS OF WORK/PAY PERIOD

Generally

The Association recognizes that employee's daily and weekly schedules are based on law enforcement requirements and the public safety needs of the community, and are subject to change. The Town necessarily retains the right to schedule employees for work, and it is the obligation of the employee to work as scheduled.

Pay Period

The pay period will be biweekly, for a two-week period, or portion thereof, ending the preceding Saturday. When a scheduled pay day falls on a legal holiday, pay checks are available the last work day prior to the scheduled pay day.

The pay period for patrol supervisors, patrol officers, dispatchers, parking enforcement officers 80 hours within a period of 14 consecutive days. The pay period for the animal control officer shall be 60 hours within a period of 14 days. The clerks shall have a 75 hour pay period. The work day shall consist of a 7½, 8, 10, or 12 hour day within a period of 24 consecutive hours beginning with the starting time and ending at the starting time the following day.

The Town reserves the right to change the regular starting and quitting time of a shift, to abolish existing shifts or to create new or additional shifts, to establish new day-off schedules, or to transfer employees from one regular shift to another regular shift. Prior to instituting any such change the Association shall be consulted and provided with an opportunity to express its view on the subject, unless the change is required in an emergency, in which event this consultation shall take place as soon as practical. The decision to make a change shall not be arbitrary or capricious; however, the sole and final authority to make the change shall reside with the Town and shall not be subject to grievance or arbitration. Any such change shall be posted promptly, and to the extent that operating conditions permit, the Town will give seven (7) days' notice before any such change is instituted.

Employees, with prior approval of the Police Chief, or the Police Chief's designated representative~~his designee~~, may swap shifts or days off.

Bidding and Shift Assignments

In a good faith effort to accommodate the wishes of the Association, the Town is willing to allow shift bidding by seniority during the term of this agreement.

Shift bidding for Police Officers

Each sworn member of the collective bargaining unit shall have the opportunity to bid for an assignment on the basis of seniority. Probationary employees and other employees not part of the collective bargaining unit shall have no bidding rights whatsoever.

The Police Chief shall have discretion in limiting the number of positions available on each shift to insure that staff is spread over each shift efficiently but generally, each shift will be staffed by 1 Lieutenant, 1 Sergeant, and 5 patrol officers.

Both parties acknowledge that from time to time a shift vacancy will become available to be filled outside of the normal shift bidding time frame. This could occur due to the completed training of additional personnel, the departure, promotion, or transfer of an employee, or any other reason. When this occurs, and at the discretion of the chief of police, shift bidding will be opened for positions that have become available. All members of the collective bargaining unit who would ordinarily be eligible to bid can bid for the position by seniority. Employees can only bid for the open position. That movement may then open another position for possible bidding, creating a second bidding opportunity. The circumstances described in this paragraph will not open the entire shift bidding process for all shift positions.

The actual process of bidding shall involve:

Each calendar year shall be made up of two (2) shift assignment periods; January 1st through June 30th, and July 1st through December 31st. No later than May 15th for the first shift assignment period and no later than November 15th for the

second shift assignment period, -the Police Cehief or the Police Chief's designated representative~~his designee~~ shall post a list of shifts available for bidding for the next period along with a seniority list that is accurate as of June 30th or December 31st of the current period. Employees who become eligible to bid after May 15th but before June 30th or after November 15th, but before December 31st of the current period; will be allowed to bid for shifts.

Employees eligible to bid shall write their names into available shift slots in order of seniority. Once the slots are all filled or all eligible members have written in their name, an elected member of the collective bargaining unit shall sign and date the shift bidding sheet and submit it to the Police Cehief or the Polcie Chief's designated representative~~his designee~~. In the event that slots are not filled due to a shortage of employees or there are more employees then there are slots to fill, the chief of police shall have sole discretion for the assignment of personnel.

The Police Cehief or the Police Chief's designated representative~~his designee~~ shall post shift assignments no later than June 15th and December 15th of each year. In order to assist the affected employees in their personal scheduling, once the bidding process is completed, the starting and finishing time of any shift may be modified by no more than two hours either way.

Notwithstanding anything recited above to the contrary, the Town retains the right to remove an individual from a shift assignment and fill that shift assignment with another individual in those instances, in the Chief's judgment, where such a change is warranted. Such instances include, but are not limited to, employee burnout, disciplinary action, employee family crisis, shortfalls due to sickness, or occasions involving allegations of sexual harassment or employment discrimination. The Chief's decision shall not be arbitrary and may be appealed to the Town Manager. The Town Manager's decision shall be final and shall not be subject to review or grievance of any kind. Any appeal shall not postpone the decision of the Chief, but the employee affected shall have the right to an explanation and an opportunity to be heard and present his or her response to the Chief prior to the transfer being imposed.

In the event that a transfer is ordered by the Police Chief or the Police Chief's designated representative ~~his designee~~, rebidding shall be open to all employees of the collective bargaining unit eligible for the shift opening in a less senior position to the individual removed from the shift. However, no rebidding shall occur in the event that a shift transfer is made during the last two months of the shift assignment period at which time the Chief shall complete the shift transfer and reassignment with no subsequent rebidding until the annual bidding process is initiated once again according to the process described above. Shift bidding for Brattleboro Central Dispatch

In a good faith effort to accommodate the wishes of the association, the Town is willing to allow shift bidding by seniority during the term of this agreement.

Each Full Time Dispatcher shall have the opportunity to bid for a shift based on seniority. The shift assignment shall run from the first pay period in July through June of any given year. No later than May 15 of each year the Chief Dispatcher after choosing ~~his/her~~ their shift shall post a list of available shifts for bidding for the next year along with a seniority list that is accurate as of April 30 of the current year.

Dispatchers shall write their names into the available slots in order of seniority. Once the slots are all filled and all the Dispatchers have written their name, an elected member of the collective bargaining unit shall sign and date the shift bidding sheet and submit it to the Chief Dispatcher. In the event that shifts are not filled due to a shortage of Dispatchers, the Chief Dispatcher shall have sole discretion for the assignment of personnel.

The Chief Dispatcher shall post shift assignments no later than June 15th of each year, in order to assist the affected dispatchers in their personal scheduling.

In the event that a shift becomes available due to transfer or resignation, rebidding shall be open to all dispatchers eligible for the shift opening in a less senior position to the individual removed from the shift. However no rebidding

shall occur in the event that a shift is made open during the three months prior to the annual bidding process and no shift transfers once shift bidding is initiated. Once completed shift swaps and transfers shall be at the sole discretion of the Chief Dispatcher. Any individual wishing to request a shift transfer may state ~~his/her~~their explanation to the Chief Dispatcher and the decision shall be that of the Chief Dispatcher. The decision may be appealed to the Town Manager. The Town Managers decision shall be final and shall not be subject to review or grievance of any kind.

Personal Breaks

Each 80-hour employee shall be entitled to a half-hour paid, on-duty meal break during any 8 or 10-hour shift. Each employee shall also be entitled to a 10-minute paid, on-duty personal break during the first half of a shift, and shall also be entitled to a second 10-minute paid, on-duty personal break during the second half of a shift. No prior approval is required, but a break may not be allowed on those occasions when, in the judgment of the supervisor, public safety and law enforcement obligations make such a break impractical. These breaks shall be subject to the scheduling directives of the supervisor.

Posting

Work and shift assignments shall be posted at a conspicuous location at Police headquarters, normally one week in advance.

#10 OVERTIME, COMP TIME, OUTSIDE ASSIGNMENTS

Overtime

Requests for employees to work overtime will be made with as much advance notice as is possible. However, unexpected circumstances or emergencies may arise which make advance notice impossible. Employees are expected to honor requests for overtime work, except in unusual circumstances. Failure or refusal, without a valid reason, to perform overtime work when requested will result in disciplinary action.

All work performed in excess of eighty hours in any two-week pay period shall be considered overtime. The following are not considered work time and therefore are not used in the calculation of overtime;

- Attendance at a disciplinary, grievance, or other hearing, other than as a witness for the Town.
- Promotional Exams
- Off duty time while working at the Vermont Police Academy.

Use of vacation, holiday, bereavement and approved sick leave will be counted as hours worked for purposes of overtime computation.

Shift Coverage Overtime

In order to insure adequate staffing of shifts when a shortfall in staffing arises, the Police Chief or the Police Chief's designated representative~~-his designee~~ may require employees to work overtime. The captain or patrol supervisor will examine the official duty schedule in advance in order to determine where staffing shortfalls exist.

At or around 12:00PM on every other Friday, coinciding with the Town pay day, the captain or patrol supervisor will post a list of overtime vacancies that must be filled in order to insure adequate shift coverage. This list will include the two-week pay period following the one that the department is currently in, and will be date and time stamped immediately before posting. Once the above list is posted, employees can sign up for slots by writing their name on the overtime sheet. Nothing in this paragraph prohibits the captain or patrol supervisor from

posting shift overtime slots on a day other than the scheduled Friday in order to insure adequate coverage at all times.

Outside Overtime

This section governs the coverage of outside paid police details when such work is to be paid for by an outside individual, group, corporation, or organization. Outside overtime shifts shall be posted as soon as possible after the outside group requests to have an officer work in order to insure that employees have time to sign up for said shifts. Once the list is posted, employees can sign up for slots by writing their name on the outside overtime sheet.

Officers working Outside Overtime shall receive \$50 per hour or their usual overtime rate, whichever is greater, and will be compensated for a minimum of 3 hours.

***If the EMPLOYEE is not notified at least THREE (3) hours before a cancellation of an outside paid detail, a minimum of three (3) hours ~~of prevailing rate~~ shall be paid to the employee, ~~unless cancellation is due to the weather.~~

In the event an employee reports to an outside paid detail and said detail is canceled, said employee shall be paid a minimum of three (3) hours, ~~at the prevailing rate, unless the detail is scheduled for less than three (3) hours.~~

***There shall be a four (4) hour guarantee on those details of eight (8) hours or more FOR ONE OFFICER. The rate for outside details on Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, shall be at three (3) times the officer's regular rate of pay.

Assignments

In the event that no eligible employee signs up for overtime slot, either to provide mandatory shift coverage or for an outside paid police detail, then the captain or his designee shall assign personnel to work the overtime slot according to the following procedure.

On a constant basis, the captain or his designee shall examine all posted overtime slots in order to identify those that have not voluntarily been filled. Once the start time of an overtime slot is less than seventy-two (72) hours away, the slot shall be assigned to an employee.

The person assigning the shift shall utilize the official patrol schedule to identify employees to be assigned the slot. Every effort will be made to assign personnel that are already working a patrol shift adjacent in time to the vacant slot.

Example: An outside detail from 16:30 to 18:30 must be assigned. Every effort will be made to assign this detail to an employee working day shift on that day, and not to an officer working the overnight shift.

Example: A shift coverage slot from 03:00 to 06:00 must be assigned. Every effort will be made to assign this detail to an employee working day shift on that day, and not to an officer working the evening shift.

The Police Ceaptain or the Police Captain's designated representative~~his designee~~ shall keep a list of all sworn employees for the purposes of assigning overtime shifts. When an employee is assigned a shift, the date of the assignment will be written on the sheet. In the event that more than one employee is assignable according to the above procedure, the employee with the fewest assignments will be assigned. In the event that more than one employee is assignable and both employees have the same number of assignments, then the employee with the least recent assignment shall be assigned.

Once an employee is assigned, that employee's name~~his name~~ shall be written in the overtime slot along with a notation indicating who assigned them~~him~~ and that it was in fact an assignment. The person making the assignment will attempt to notify the employee in person by phone or by leaving a message on an answering machine. Should the person be unable to make contact or leave a telephone message then a written note left in the employee's message box shall

be sufficient notice. This will be done only when the employee is scheduled to work a shift at least TWENTY-FOUR (24) hours prior to the date and time of the assigned slot. These assignment messages will commit the officer and the employee shall report or have a suitable substitute report to the assignment, ~~or have a suitable substitute in his or her place.~~

An employee shall not be assigned on a day that the employee is not already scheduled to work unless no employees who are working can be assigned. Nothing in this section prohibits the Police Chief or the Police Chief's designated representative ~~his designee~~ from assigning employees to work shifts in order to insure that adequate police services are provided to the town.

Both parties to this agreement recognize that it is not mandatory to fill some overtime shifts and therefore they shall not be assigned. If a posted slot is not assignable then this shall be indicated on the overtime sheet.

Miscellaneous

1. All overtime shall be pre-approved by a shift supervisor prior to working the hours. Non pre-approved overtime will not be paid.
2. Detective call-in will be pre-approved by the Detective Unit supervisor or a captain or Chief.
3. In-service training will be videotaped when possible for assigned viewing during a working shift. Live viewing will be available to all officers at their option however it will be unpaid unless through the use of flex time or if any are on duty at the time of the training and staffing allows for their attendance, unless attendance is mandatory.
4. Travel out of town to/from training shall be incorporated into a flexed time schedule.

5. Other modifications in schedules may take place as needed in order to conserve the need for expending overtime.

Flex Time

The Town and the Union acknowledge that the present practice allowing for flex time has been advantageous to all concerned. It has allowed personnel some flexibility in planning their personal schedules and has also saved the Town some overtime expense.

On those occasions when an employee is directed to work extra unscheduled hours the employee may, at ~~his~~their discretion, request compensation in the form of hour for hour flex time. This request for flex time may be vetoed by the Police Chief or the Police Chief's designated representative~~his designee~~ if said request will interfere with departmental needs as determined by the Police Chief or the Police Chief's designated representative~~his designee~~. A request for flex time shall be made as soon as reasonably possible so as to give the Department as much notice as possible, and must be used during the same pay period as the extra unscheduled hours.

In the event an employee does not choose to be compensated for extra unscheduled hours through the use of flex time, or if a flex time request cannot be accommodated, the employee, at ~~his~~their discretion, may choose to thereafter be compensated by taking comp time at time and one-half or by receiving overtime pay at time and one-half.

In regard to non-mandatory training and team assignments the Town may, at its discretion, schedule the individual employee on a flexed schedule.

ACCUMULATION AND USE OF COMPENSATORY TIME

The use of compensatory time in lieu of overtime payment is an acceptable practice and the Town reserves the right to compensate overtime work by awarding comp time in lieu of overtime payment.

The use of compensatory time will be authorized by the applicable supervisor after consideration of department needs and prior to the employee using any accrued compensatory time, provided the use of compensatory time will not result in overtime expense for the Town.

The current available balance of compensatory time shall be paid out to the employee on an annual basis in the first pay period in June.

Court Call Back

A minimum of three hours at time and one half will be paid to officers required to report for court related hearings unless in conjunction with an assigned shift. In this case the officer receives the overtime rate for time worked.

Officers shall report one half hour prior to the scheduled court hearing time to prepare for the hearing.

Minimum Hours of Pay

As is current and past practice, employees who report for any approved duty assignment or training event shall be paid a minimum of two (2) hours at the prevailing rate unless in conjunction with another work shift.

#11 SENIORITY/PROBATIONARY PERIOD

Seniority means the length of service from the employee's last date of hire. Seniority will be used to control the following decisions; vacation, lay-off and recall, and does not necessarily give an employee any preference for type of work, places to work or equipment use.

Employees will be placed on the seniority list after the completion of their ~~twelve~~eighteen (128) month probationary period from the effective date that the employee was last hired. The department head may extend an individual's probation an additional six months with the approval of the Town Manager. Their seniority date shall be retroactive to their last date of hire. Probationary employees are not members of the collective bargaining unit and their retention as an employee is entirely up to management, and they may be terminated for any and/or no stated reason. Such termination is not subject to grievance or appeal. For purposes of this Article, seniority shall be determined from the individual's last date of hire as a full time sworn law enforcement officer; time accrued as a parking enforcement officer, animal control officer, special duty officer, or clerical or dispatch person shall not be counted in the event one of those employees advances to a full time sworn law enforcement officer.

A seniority list will be maintained at all times by the Town and posted on the bulletin boards. That list will identify the members name, job title and hiring date. Any change to this list will initiate a new list posting, a copy of which will be furnished to the local union for their records. Each employee has ten (10) working days from the date of posting to challenge their seniority date; otherwise the list will become the official list for seniority. In the event that more than one employee is hired on the same day, i.e., the day that they start work, the Town will determine who has seniority, based on the time and date each started work. In the event that such a determination is unclear the Town will select in event of a tie.

Employees that are promoted to the same grade on the same day will be separated, for seniority purposes, by the employee who has the most overall seniority.

Seniority of employees will no longer accrue for any of the following reasons:

- Voluntary resignation
- Discharge for just cause
- Failure to report for work within the three (3) day period after notice of their recall from lay off.
- Absent for three (3) consecutive work days without the approval of the department head, unless extenuating circumstances prevail
- Failure to return to work within two (2) working days from the determination of an authorized leave of absence.
- A person has been on lay off for more than twelve (12) months
- Promoted to a position outside of the bargaining unit for a period in excess of one (1) year. If that person returns to the bargaining unit before the one (1) year period expires they will, upon payment of any outstanding dues or fees, regarding union status and position without seniority loss.
- Retirement

Reduction in Force

Town Management staff will assess and determine what positions will be identified for reduction. The assessment and decision will therefore be a cooperative one that will be concluded by final determination by the Town Manager. A reduction in force will be undertaken only when the best interest of the Town requires. Any reduction in forces will be undertaken in a manner which minimizes the adverse effects on the Town and affects the least number of employees as possible. In the event that a reduction in force is necessary, lay-offs within the affected department or classification will be made in accordance with the following procedure:

Employees within the affected department or classification who have not completed their probationary period will be terminated. Such employees shall have no recall rights. The Town Manager will determine which probationary employees will be terminated if fewer than the total number of probationary employees are to be terminated. This determination shall be based upon the qualifications of the employees, the evaluation received, the length of time with the Town.

Employees with the least departmental seniority shall be laid off first. However, a more senior employee may be laid off if that employee does not have the skills and qualifications required to do the available work, and a less senior employee does have the required skills and qualifications.

Employees who are notified that they are to be laid off shall have the right to "bump" a less senior employee in the employee's own department, provided that the employee has the skills and qualifications required to do the work of the "bumped" employee. Such an action shall be considered to be a voluntary request for demotion, if the position being sought is a lower classification.

Recall

The Town shall recall employees who are on layoff as vacancies occur within the Town service for which employees are qualified. Such recall shall be used to fill vacancies before new employees are recruited or hired.

Order of Recall: Employees who are on lay-off shall be recalled in order of seniority within the department which is increasing its work force. The employee with the most seniority will be recalled first, provided, however, that the employee has the skills and qualifications required.

Qualifications: Whether an employee has the skills or qualifications to perform available work will be determined by the Town Manager. The Town may use an evaluation process which fairly measures an employee's past work, present job abilities, and the employee's potential for improvement.

Reporting after Recall: An employee who is on lay-off and is recalled must notify the Town of their intention to return to work on a certain date within three (3) days of their recall notice (certified mail/return receipt requested). Failure to notify the Town within three (3) days shall result in a loss of all seniority and further recall rights. In other words, if an individual with five years seniority is laid off and subsequently recalled within one year, that individual shall return with five years seniority and the one year of lay off status is not added to that individual's seniority.

In exceptional or unusual circumstances, the Town Manager may extend the reporting period to a maximum of five (5) working days.

Limitation: An employee who is on lay-off and who has not received notification of recall within one (1) year from the date of lay off shall lose all seniority and recall rights. In other words, if an individual with five years seniority is laid off and subsequently recalled within one year, that individual shall return with five years seniority and the one year of lay off status is not added to that individual's seniority.

New Positions

Whenever the Town creates a new position(s) within the bargaining unit or decides to fill a job vacancy within the bargaining unit, it will make the selection based on qualifications, skill and ability of those applying, giving preference to current employees and seniority where practicable, considering the overall effect on the operations. All new positions and vacancies to be filled will be posted for a period of seven days before the Town fills such position or vacancy. The Town and the Union will meet to determine whether or not that position will be added to the bargaining unit. If agreement cannot be reached the matter may be referred to the Vermont Labor Relations Board by either the Town or Union, or both, with a request that the Commission make a determination. In the event that the position will be determined that it is within the bargaining unit, the position will then follow the provisions of the job posting contained in this Agreement.

#12 VACATION/HOLIDAYS

Vacation leave shall begin to accrue at the end of the first full month of employment. After six months of continuous service, the full time employee may take such vacation leave as has been accrued to that date. Except as noted below, annual vacation leave is based on continuous service to the Town and shall be computed as follows:

<u>Length of Service</u>	<u>Vacation Accrual Rate</u> <u>(one day = 7½/8 hours)</u>
Through 5 years of service	1 day per month
6 through 10 years of service	1¼days per month
11 through 15 years of service	1½days per month
16 – 20 years of service	1¾ days per month
Over 20 years of service	2 days per month

In the event a full-time employee does not use ~~his/her~~their full accumulated vacation leave, any unused portion shall be carried forward; except that leave accumulation shall not exceed thirty (30) days on June 30 of any calendar year unless so approved by the Town Manager.

An employee may use, at one time, vacation leave equal to the total number of days or hours the employee has earned for that year. No leave can be granted for a period exceeding the total number of days or hours a full time employee has earned to date. An employee having accumulation of vacation leave may be permitted one (1) or more vacation leaves during the calendar year, provided that the scheduling of such vacation does not conflict with the needs of the employee's department. Each such leave period may not exceed the total number of days or hours earned for that year.

Vacation Schedules

All employees shall be required to take two weeks of vacation each year. Any accumulated vacation leave, or any unused portion shall be carried forward. However, said accumulation shall not exceed six weeks (based on accrual rate: 225 hours for 37.5 hour per week employees and 240 hours for 40 hour per week

employees) on July 1 of the calendar year unless prior approval is granted by the Town Manager via the department head.

Employees shall be permitted to take vacation at such times, which in the judgment of the department head, will best serve the interest of the Town and the employees. Vacation schedules shall be established as follows:

All vacation leave of will be offered (declaration of intent) for approval on a continuing rotation. Employees who wish to take vacation leave shall request such leave in writing a minimum of five (5) calendar days prior to commencement of the requested leave. Approvals will be made for vacations up to nine months prior to the date requested. Conflicting requests will be resolved by review of employee tenure, assignment and a sense of fairness. No consecutive vacation leave will exceed a three week period.

A vacation week will consist of 40/37.5 hours, between Sunday and Saturday. Split vacation weeks may be considered.

The department head shall schedule vacations, giving due consideration to the needs of the department and the ability of the remaining staff to perform the duties of the department. The department head shall have the power to suspend any vacation leave, if the needs of the department require such action. If an employee's vacation is suspended the department head shall reschedule any remaining vacation days, giving due consideration to the wishes of the individual involved.

All vacation leave of one (1) working day will require approval at least 72 hours prior to the requested leave time, and must not result in additional overtime expense for the Town. Emergency requests, e.g., funeral leave extension, maternity leave extension, unscheduled travel delays (these examples are not all inclusive); will be considered on a case by case basis. All vacation leave requires approval of the department head.

Upon termination of employment with the Town, either voluntarily or otherwise, any unused vacation leave shall be paid as a lump sum payment on the next pay day after termination. However, no full time employee shall be paid for any vacation leave earned but not used if ~~he/she~~ the employee leaves the service of the Town, voluntarily or otherwise, during the first year of employment.

Prepayment of vacation pay

Employees shall be able to receive vacation pay in advance of such vacation. A written request for such pay must be submitted to the department head and Town Finance Department, at least two (2) weeks prior to the date of the requested pay advance.

Advances will only be issued if the employee will be on approved leave on the day the payroll check would normally have been issued and will be released only on the last day the employee is working prior to the beginning of their leave. Advances will be issued only for vacation leave. Holidays occurring during a vacation period shall not be charged to vacation time.

Vacation Buy-Back Program

Up to two weeks' vacation time may be cashed in each fiscal year. To qualify for buy-back an employee must:

- a) Have at least six weeks of sick leave accrued.
- b) Not have used more than one week sick time during the past twelve months (30.0, 37.5 or 40 hours depending on employee's base weekly hours.)
- c) Retain at least one week's vacation accrual after buy-back.
- d) Have used at least one-half of annual accrued vacation in the past twelve months.

Holidays

The following holidays shall be official town holidays for 37½/40 hour employees:

- New Year's Day January 1
- Martin Luther King Jr. Day Third Monday in January
- ~~Washington's Birthday~~ President's Day Third Monday in February
- Memorial Day Federal Monday
- Independence Day Holiday July 4
- Labor Day First Monday in September
- ~~Columbus~~ Indigenous Peoples' Day Second Monday in October
- Veterans Day November 11
- Thanksgiving Day & Day after & the Day after Fourth Thursday/~~Friday~~ in November
- Christmas Day December 25
- Day before Christmas December 24, 1/2 day
- New Year's Eve December 31, 1/2 day

However, as much of the work done by senior clerks is dependent on coordination with the District Court, the holiday schedule for those employees will be reviewed by the Office Manager and staff at the beginning of each calendar year to better coordinate holidays between the BPD office staff and court operations.

In addition to the above each full time, clerical, parking enforcement and Animal Control employees will be granted one personal day each year, taken with approval of their department head with at least 24 hours prior notice. Personal days not taken within the fiscal year may not be carried forward or accrued.

Official holidays, or the days observed as such holidays, occurring during a vacation period shall not be charged to the vacation time of a full time clerical or full time parking enforcement employee.

Holiday Compensation for Full Time Sworn Officers and Full Time Dispatchers: Sworn officers and dispatchers who, because of the nature of the service performed, are required to work on said holidays or on the day on which such

holiday is observed, shall receive additional compensation in accordance with the procedure and conditions set forth below.

Additional Vacation: Full-time sworn officers and dispatchers shall receive fifty six (56) hours of additional vacation leave per year. Such leave shall be granted at the rate of eight (8) hours every other month on the last calendar day of the months of January, March, May, July, September, and two days in November.

Additional Pay: All full-time sworn officers and full time dispatchers who are employed by the Town on December 1st of any ~~calendar~~calendar year shall receive on or before December 15th of each calendar year, additional pay in the amount of four (4) hours pay per full month worked (for the Town) up to a maximum of 48 hours per year.

Leave Records

The Finance Department shall maintain the official record of each employee's leave status. A statement of vacation leave status shall be provided with each paycheck. The employees shall verify the vacation leave record and immediately notify their supervisor of any apparent errors in the record. In the absence of any notification of errors by the employee, the record maintained by the Town shall be the official record.

Department heads are responsible for informing the Finance Director of leave usage by each department employee.

Alternative Religious Holidays

Full-time employees wishing to observe religious holidays not listed by the Selectboard or in this agreement shall be entitled to time off, without pay, or to use vacation days or personal holidays.

**#13 SICK LEAVE / SICK LEAVE POOL / WORKER'S COMP. /
RESERVE AND NATIONAL GUARD DUTY / BEREAVEMENT LEAVE /
CIVIC AND JURY DUTY**

SICK LEAVE

Sick leave eligibility shall begin to accrue at the end of the first month of employment and shall be available for use in accordance with the following procedure.

Sick Leave is available for legitimate health/medical purposes. Sick leave use is not a privilege that an employee may use at their discretion. Use of sick leave is allowed only for the following conditions and circumstances:

- Personal illness or physical incapacity resulting from causes beyond the employee's control.
- Enforced quarantine of the employee in accordance with community health regulations.
- To meet medical or dental appointments, or other sickness prevention measures in excess of two (2) hours. For medical or dental appointments of less than two (2) hours, an employee may receive an authorized absence from work from the Police Chief, without using sick leave.
- Consistent use of single or multiple sick occurrences in conjunction with extended days off may constitute abuse. In case of multiple occurrences, the employee may be mandated to provide a doctor's note.
- Illness or physical incapacity in the employee's immediate family requiring the employee's personal attention may be used up to a maximum of twelve (12) days per fiscal year, subject to the approval of the Town Manager. No more than three (3) consecutive days may be taken at one time. (Immediate family is defined as an employee's spouse, children, step-children, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, if they are actual members of the employee's household.

Abuse of sick leave eligibility shall be considered just cause for suspension or dismissal.

All full time Police Department employees working a forty (40) hour week shall accrue sick leave eligibility at the rate of eight (8) hours per month until 960 hours have been accrued. After 960 hours of sick leave have been accrued, employees shall accrue additional sick leave at a rate of one-half (1/2) day per month to a maximum of 1120 hours. Employees shall not accrue sick leave eligibility in excess of 1120 hours. An employee shall be limited to a maximum of 30 days of payment upon retirement from the Town.

Vacation and sick leave accruals are based on the number of hours for which an employee is regularly scheduled during a bi-weekly pay period. It does not matter the number of hours an employee works in any given day or the number of days an employee works during the pay period. The accrual is based on the total hours for each pay period.

If an employee fails to work the number of hours for which they are regularly scheduled and does not have sufficient vacation, sick or holiday time to complete the total regularly scheduled hours within that pay period, the employee's vacation and sick leave accruals will be reduced for that pay period.

Notify the supervisor on duty at least one (1) hour before the time the employee was to begin duty, if they were unable to report for work. Notify their supervisor immediately when illness during the shift requires them to leave work. Return to work as soon as the health of the employee permits. An employee may be required by the Police Chief or the Police Chief's designated representative~~his designee~~ to provide a doctor's certificate or other proof of an illness to the Police Chief when the employee takes three consecutive work days of absence on authorized sick leave. A Doctor's certificate or other proof of illness may be required by the Town Manager or Police Chief in the exercise of good faith discretion, for illness of less than three consecutive work days duration. Failure to provide the required or requested doctor's certificate or proof of illness may result in a loss of pay for the sick leave period.

The Town reserves the right to require any employee to furnish medical proof or a release from the attending physician attesting to their ability to return to work.

Non-Covered Injuries:

During this time sick leave and vacation leave will not accrue during the period of time that the employee is off work. Employees shall pay their share of benefit contributions while out on an above absence.

Sick Leave Incentive:

To encourage employees to use their sick leave only when absolutely necessary. The program shall be set up as follows:

- Employees using zero hours of sick time during the fiscal year shall receive a sick leave bonus of \$300.00 or 8 hours of personal leave, at the option of employee.
- Employees using two or less days of sick time during the fiscal year shall receive a sick leave bonus of \$200.00 or 6 hours of personal leave, at the option of employee.
- Employees using four or less days of sick time during the fiscal year shall receive a sick leave bonus of \$100.00 or 2 hours of personal leave, at the option of employee.

As an additional incentive to maintain maximum sick leave accrual, the Town will pay for the balance of sick leave accrual in excess of 720 hours up to the maximum accrual of 960 hours for a 40 hour employee, who retires from the Town after a minimum of twenty consecutive years of service. This payment will be included in the employee's final paycheck upon retirement.

VOLUNTARY SICK LEAVE POOL

Lengthy illness or injury may exhaust an employee's paid sick leave and vacation leave, creating a financial hardship for employees. To provide assistance to Town

employees under these circumstances, a voluntary sick leave pool has been established. Employees may donate sick leave to benefit fellow employees. The sick leave pool is designed, and has been implemented, primarily to assist employees who have not yet been able to earn sick leave or who may encounter an unusual illness or injury.

~~A. Sick Leave Donations~~

- ~~a) Each employee may donate one day of sick leave to the pool each fiscal year.~~
- ~~b) The donation period shall be open for the first two weeks of each fiscal year.~~
- ~~c) An additional donation period may be opened during any fiscal year if the available sick leave pool days have been used or committed.~~
- ~~d) The sick leave pool will accumulate from year to year.~~
- ~~e) The identity of donors shall remain confidential.~~

~~B. Eligibility: To be eligible to receive sick leave from the pool, an employee must have~~

- ~~a) exhausted all of their accumulated sick leave;~~
- ~~b) have exhausted all but one week of their vacation leave;~~
- ~~c) have a reasonable expectation of returning to work within six months of their last paid sick and /or vacation leave day;~~
- ~~d) And must have donated to the sick leave pool.~~

~~C. Procedure: An employee wishing to draw from the pool must provide a written request to the Town Manager. The Town Manager will verify that the employee meets the above eligibility requirements.~~

- ~~a. Requests will be granted on a per payroll basis only in the amount necessary to compensate an employee for his or her base pay period hours.~~
- ~~b. Employees are limited to a maximum draw of six weeks from the~~

~~pool in any thirty-six month period.~~

~~e. Once a draw is requested, regardless of the amount of hours, the employee is required to donate to the pool during each open enrollment period for three years from the date of the first draw.~~

~~D. An Employee Review Board will be established to hear complaints on the administration of the pool and to hear appeals of the policies in extreme medical emergency cases. Only participants in the sick leave pool have the right to appeal to this Board. All employee requests for Board reviews must be made in writing to the Town Manager who will arrange an Employee Review Board meeting.~~

~~a) This Board may vote to modify the eligibility requirements and/or extend the maximum amount of draw within a fiscal year. All modifications will be made on an individual, one-time basis. In making its decision, the Board shall consider but not be limited to the following factors: (a) the employee's prior pattern of sick leave use, (b) the employee's leave balance prior to this illness, (c) if the nature of this illness is unexpected and (d) the severity of the illness.~~

~~E. Employee Review Board: The Employee Review Board shall consist of three members who will be chosen each July after the end of the open enrollment period.~~

- ~~a) Only participants in the pool will be eligible to serve on the Board.~~
- ~~b) All terms are for a one-year period ending on July 15th of each year.~~
- ~~c) No Board member shall serve two consecutive terms.~~
- ~~d) The Town Manager will ensure that a list of all employees eligible to serve on the Board be distributed to pool participants.~~
- ~~e) All pool participants may vote for three persons on this list.~~
- ~~f) Those three employees receiving the highest number of votes will be Board members.~~
- ~~g) Any pool participant is required to serve on the Board if elected.~~

A. Sick Leave Donations

- a) Each employee may donate one day of sick leave to the pool each fiscal year.
- b) The donation period shall be open for the first two weeks of each fiscal year.
- c) An additional donation period may be opened during any fiscal year if the available sick leave pool days have been used or committed.
- d) The sick leave pool will accumulate from year to year.
- e) Time donated to the sick leave pool is not used in calculating an employee's sick leave bonus.

B. Eligibility: To be eligible to receive sick leave from the pool, an employee must have

- a) exhausted all of their accumulated sick leave;
- b) have exhausted all but one week of their vacation leave;
- c) have a reasonable expectation of returning to work within six months of their last paid sick and /or vacation leave day;
- d) And must have donated to the sick leave pool.

C. An Employee Review Board will be established to consider requests to receive sick leave from the pool. The Employee Review Board shall consist of three members that will be chosen each July.

- a) Only participants in the pool will be eligible to serve on the Board.
- b) All terms are for a one year period ending on July 15th of each year.
- c) No Board member shall serve two consecutive terms.
- d) The Town Manager's Officer will ensure that a list of all employees eligible to serve on the Board be distributed to pool participants.
- e) All pool participants may vote for three persons on the list.
- f) Those receiving the highest number of votes will be Board members.
- g) Any pool participant is required to serve on the Board, if elected.

D. Procedure: An employee wishing to draw from the pool must provide a written request to the Town Manager's Office. The Town Manager's Office will verify that the employee meets the above eligibility requirements and will schedule a meeting of the Employee Review Board.

- a) Requests will be granted on a per payroll basis only in the amount necessary to compensate an employee for base pay period hours.
- b) Employees are limited to a maximum draw of six weeks from the

pool in any thirty- six month period unless the Employee Review Board votes to allow an employee to exceed this maximum draw based on: (a) the employee's prior pattern of sick leave use, (b) the employee's leave balance prior to this illness, (c) if the nature of this illness is unexpected, (d) the severity of the illness, or (e) some other factor explicitly cited by the Employee Review Board in making its decision.

- c) Once a draw is requested, regardless of the amount of hours, the employee is required to donate to the pool in each open enrollment period for three years from the date of first draw.

WORKERS COMPENSATION

As required by Vermont law, Town employees are covered by Workersmen's Compensation Insurance. This insurance provides coverage in the event of a work related injury. ~~The Town will contract with specific medical providers for the provision of workers compensation claims. See Appendix, "Town of Brattleboro Workers Compensation Practices" which is incorporated into this agreement. In addition to reports required by law, employees shall be required to report immediately any work connected accident and/or any physical injury sustained within twenty four (24) hours of any such accident or injury.~~

The injured employee shall receive full pay while awaiting the commencement of benefit payments, as long as they agree to pay over to the Town any workmen's compensation benefits later received for that period. These payments will be charged against the employee's accrued sick leave account. Sick leave usage will be credited back to the employee's account, based upon the amount of workmen's compensation insurance benefits received.

An employee who is off work for less than three days will not be eligible for workers compensation. Their time off will be compensated through the use of accrued sick leave in accordance with the sick leave policy.

Following commencement of benefit payments, the employee will have the following options available:

The employee will continue to receive workmen's compensation benefits. The days the employee is absent while receiving these benefits will not be deducted from the employee's accrued sick leave. The employee will not receive regular pay during this time.

If the employee has accrued sick and/or vacation leave, the employee's workmen's compensation benefits will be supplemented (through regular payroll) to insure that the employee continues to receive full pay for the days they are unable to work. This time will be deducted from the employee's sick and/or vacation leave accounts. This option would allow the employee to retain their workmen's compensation payments, thus realizing the tax advantages of those payments.

The options and agreements discussed above will become available upon the employee's written request and authorization.

Employee Benefit Contributions

During the period of payroll supplementation of worker's compensation benefits, payroll deductions will continue as authorized. If the payroll amount is inadequate to satisfy those deductions, it will be the employee's responsibility to make separate payment to the Town to satisfy those employee costs. During any period in which the employee is in a non-pay status, it will be the employee's responsibility to pay to the Town their benefit contributions, i.e., employee's portion of health insurance and long term disability. The required payment amounts and payment schedule can be obtained from the Finance Department.

Non-Covered Injuries

~~An employee who is off work for less than three days will not be eligible for workmen's compensation. Their time off will be compensated through the use of accrued sick leave in accordance with the sick leave policy.~~

~~During this time sick leave and vacation leave will not accrue during the period of time that the employee is off work.~~

~~Employees shall pay their share of benefit contributions while out on an above absence.~~

Family Sick and Maternity/Paternity Leave

Employees shall be entitled to all of the rights and privileges afforded them under the Family Leave Act passed by Congress, and the Vermont Parental Leave, Family Leave and Short Term Family Leave Act as these laws may be amended from time to time.

Within two (2) weeks after the employee has received confirmation of aher pregnancy from their doctor, notification must be given to the department head. No later than two (2) months before the expected delivery date, the employee must notify their supervisor and the Human Resources Director ~~Town Manager~~ when maternity leave will begin, what leave will be used, and the length of time the employee will remain at home.

~~The police department's sick leave pool may be used only for the employee's own illness not in conjunction with all the areas of this new leave law.~~

The Town's Personnel Rules do allow an employee to request a leave of absence without pay for a period of up to six months. Each request for this leave must be submitted in writing to the Town Manager through the employee's department head, and each request will be reviewed and approved or denied based on its own merits by the Town Manager. All benefit payments on behalf of the Town cease when an employee is on a leave of absence without pay or a work schedule which reduces them to less than 25 hours of paid work per week. An employee may continue their hospitalization coverage under the federal COBRA laws, but all premiums are paid by the Employee. All leave accumulations cease when an employee is on a leave of absence without pay.

BEREAVEMENT LEAVE

Employees shall be allowed up to five consecutive calendar days off for the death of an employee's spouse/legal partner, children, or stepchildren. Employees shall

be allowed up to three consecutive calendar days off for the death of an employee's parent, stepparent, parent-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparent, step-grandparents, grandparent-in-laws, or grandchildren, or step-grandchildren

In the event an employee is required to attend a funeral as a delegate of the Town, as determined by the Police Chief, the employee would be compensated for the time spent attending the funeral.

MILITARY LEAVE

The Town will comply with the applicable state and federal laws relating to employees who are called to serve in the National Guard or Armed Forces of the United States. The Town's obligations and employee responsibilities are delineated by the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA"), codified at 38 U.S.C. sections 4301-4335

JURY LEAVE

Jury Duty: A full-time employee who is called for jury duty within any state, or federal court shall be granted leave to fulfill this responsibility where necessary. The Town shall compensate the employee at their regular rate of compensation. In the event that an employee is compensated for his or her jury duty, on a day when they receive compensation from the Town, the employee shall tender the payment over to the Town.

#14 INTERNAL INVESTIGATIONS

The Town and the Association agree that Internal Investigations shall be handled in accordance with Policy and Procedure #2001 (as ~~amended~~ amended ~~March 17,~~ 2016).

#15 BENEFITS

The Town of Brattleboro provides or makes available the benefits described below for employees.

Group Term Life Insurance

Group Life Insurance is provided for full-time employees. The life insurance provides a benefit of forty thousand (\$40,000.00) dollars or a value equal to one times your annual salary, whichever is greater, in case of the employee's death.

Continuation of coverage with premium payment: If an employee becomes totally disabled before their 60th birthday their group life insurance will remain in force. During the employee's 12 week Family Leave, Town will pay the premium cost for group term life insurance.

Premium waiver for extended disability: If the disability continues past six (6) months, the premium will not be required to maintain the insurance.

Commencement of coverage: Eligible employees are covered on the first day of the calendar month coinciding with, or next following, one (1) month of continuous full time service.

- a) The Town of Brattleboro pays the premium of the Group Life Insurance.
- b) The premium cost for life insurance benefits over \$50,000 is taxable to the employee.
- c) The IRS determined taxable amount will be reflected on your paycheck stub.

Medical and Hospitalization Insurance

The Town of Brattleboro requires that all full-time employees be covered by medical and hospitalization insurance. Employees may enroll in the town sponsored plan. Town employees are eligible to enroll in a medical/hospitalization program offered by the Town at the time of hire. Eligibility is the first of the month coinciding with or next following date of hire

for employees scheduled to work 30 or more hours per week. Employees should verify coverage start dates at the time of their enrollment in the program.

Costs: The costs for medical/hospitalization program will be shared between the Town of Brattleboro and the employee.

The Town shall pay ~~100%~~ 99% and the employee shall pay 1% of the premium in CY20. The Town shall pay 97% and the employee shall pay 3% of the premium in CY21. The Town shall pay 95% and the employee shall pay 5% of the premium in CY22. Additionally, the Town will annually contribute to the employee's Health Savings Account (HSA): \$750 for a single plan or \$1,500 for a two person/family plan. Using the HSA and their own resources, each employee will be responsible for covered medical expenses up to the annual out-of-pocket maximum of \$1,500 for a single plan or \$3,000 for a two person/family plan. The Town will ~~establish~~ maintain a Health Reimbursement Arrangement (HRA) to pay for claims between each employee's annual out-of-pocket maximum and their applicable deductible level. The Town will meet annually with a committee comprised of representatives from each collective bargaining unit, and a non-union Town employee representative. The Town will not make unilateral adjustments to the program design.

~~Each employee will be responsible for covered medical expenses towards the annual out-of-pocket maximum of \$750 for a single plan, or \$1,500 for a two person/family plan.~~

If the State or Federal government institutes a system of health insurance which mandates participation by the town employees or which de-couples health insurance from employment, the Town and the Union agree that the provisions pertaining to health insurance in the contract shall be terminated in favor of the new law.

Health Insurance Opt-Out:

Any employee who is eligible to be on the Town-provided health plan at the beginning of the contract and who opts to be covered by the medical insurance outside the Town offered plan, shall be paid an opt out bonus in the amount of \$4,000.

- a) This bonus shall be paid as follows: \$2,000 in June and \$2,000 in December.
- b) Payments will only be made if the employee remains off the Town offered plan and is insured during each six month period.
- c) The bonus will not be pro-rated.

Medical Insurance after Retirement:

- Any full-time employee who has attained the age of 55 and who has worked for the Town continuously for 20 years shall be eligible for available Town medical insurance coverage as set forth below until said employee is eligible for Medicare or any state or federal medical insurance program. The costs will be shared by the Town and the employee as follows:
 - 60% of the monthly premium for one or two-person coverage paid by the Town
 - 40% of the monthly premium for one or two-person coverage paid by the employee
 - The employee must be on the Town's medical insurance plan at the time of the employee's election to retire with this benefit.
- Any full-time employee who has attained the age of 50 and who has worked for the Town continuously for 20 years shall be eligible for available Town medical insurance coverage as set forth below until said employee is eligible for Medicare or any State or Federal medical insurance program. The cost shall be shared by the Town and the employee as follows:
 - 40% of the monthly premium for one or two person coverage paid by Town
 - 60% of the monthly premium for one or two person coverage paid by employee.

- o The employee must be on the Town's medical insurance plan at the time of the employee's election to retire with this benefit. Once the employee reaches age 55 the split will change to 60%/40%.

All other benefits shall cease at the time of retirement.

Dependent Care FSA

The Dependent Care FSA allows employees to use pre-tax dollars towards qualified dependent care such as caring for children under age 13 or elder care. The annual maximum amount an employee can contribute to the Dependent Care FSA is set by the IRS per calendar year. Examples of allowable costs include:

- a) The cost of child or adult dependent care.
- b) The cost for an individual to provide care either in or outside your house.
- c) Nursery schools and preschools (excluding kindergarten).

Details of the Plan are available in the Summary Plan Description from the Finance Department.

Long Term Disability

The municipality provides long-term disability (LTD) insurance for its employees. This coverage for continuous illness or disability commences on the one hundred eighty-first (181) calendar day following the onset of the accident or illness as measured by the first day of work missed, and continues for as long as the illness or disability lasts or until the employee reaches normal retirement age, whichever is sooner. The insurance pays 66 2/3% of the employee's regular pay to a maximum of \$5,000 per month. At the commencement of long-term disability, the employee is no longer considered employed by the municipality.

Optional Dental Insurance

The Town offers employees the option of purchasing, at the employee's expense, Dental Insurance at the discounted rate. Details of this Plan are available from the Finance Department or The Town Manager's office.

Optional Vision Insurance

The Town offers employees the option of purchasing, at the employee's expense, Vision Insurance at the discounted rate. Details of this Plan are available from the Finance Department or The Town Manager's office.

Continuation of Coverage (COBRA)

The Town will comply with the applicable state and federal laws relating to the continuation of healthcare coverage for employees who leave employment with the Town. The federal law, commonly known as the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA" and the State of Vermont law at Title 8: Subchapter 2: Continuation And Conversion Of Group Health Insurance Policies. The Town's obligations and employee responsibilities are delineated by the United States Code of Federal Regulations, codified at 29 U.S.Code, part 6 sections 1161-1169 and by the Vermont Statutes Annotated at 8 V.S.A. 4090a-4090g.

#16 PENSION PLAN

Sworn Officers

The Town of Brattleboro provides Vermont Municipal Employee Retirement System (VMERS) Plan D for sworn officers from their effective date of hire. VMERS is managed and employer contributions are set by the Vermont Municipal Employees Retirement System Board of Trustees. Employee contributions are established by the Vermont Legislature. Summary plan documents can be obtained by contacting the State of Vermont Office of the State Treasurer.

Non-Sworn Employees

For all non-sworn employees hired on or after October 1, 2016, the Town of Brattleboro provides Vermont Municipal Employee Retirement System (VMERS) Plan B for employees from their effective date of hire. VMERS is managed and employer contributions are set by the Vermont Municipal Employees Retirement System Board of Trustees. Employee contributions are established by the Vermont Legislature. Summary plan documents can be obtained by contacting the State of Vermont Office of the State Treasurer.

For all employees hired already employed by the Town on October 1, 2016 who elect to remain in the Town defined contribution retirement program, the Town of Brattleboro will continue to offer two retirement plans to help employees save for retirement. One plan is called the 401(a) pension plan and the other plan is called the 457(b) deferred compensation plan. The remainder of this section refers only to participation in and administration of the Town's defined contribution retirement program.

The Town will contribute six percent (6%) of earning for each eligible employee each pay period, regardless of whether the employee contributes. Employees may defer a portion of their salary, up to the IRS annual limit, through a payroll deduction. Employee contributions are not required, but the Town will match the first three percent on a dollar for dollar basis. All employer matching dollars are contributed into the 401(a) plan.

Vesting: The employee is always fully vested in his or her own contributions, plus interest. Town contributions will vest with the employee in accordance with the following schedule:

Less than three years	0% vested
Three years	60% vested
Four years	80% vested
Five or more	100%vested

Employees who become permanently and totally disabled and unable to engage in any gainful employment will continue to receive the 6% Town contribution for a period of years equal to the number of vested years at the time of the disability, but not beyond age 65 or the date you begin receiving any benefit under the plan.

Employees who die while working for the Town are automatically vested 100%, regardless of the number of years of vested service. Beneficiaries will be able to receive the full amount of the employee's account.

Please refer to your summary plan description for further details on your retirement plan. Summary Plan Description for the retirement plan can be obtained by contacting the Town Manager. In case of discrepancy between the Contract and the actual plan documents, the actual plan documents will prevail.

#17 EMPLOYMENT OPPORTUNITIES

It is the policy of the Town to, in every instance, to seek the best qualified person available for vacancies as they occur. In filling vacancies, reference shall be made to the protocol set forth in General Order 320, dated September 4th, 2014.

Promotional Trial Period: For securing the most effective adjustment of the employee and determining that the employee's performance meets the standards required of the new position, all promotions shall be made for a trial period of at least twelve (12) months. A department head may extend the trial period, with approval of the Town Manager, for an additional period of time, not to exceed a total of eighteen (18) months. The trial period for the employee shall be set forth in the letter of promotion. During the trial period, the department head shall; evaluate the performance of the promotee on a quarterly basis in consultation with the employee's own direct supervisor; provide written evaluations to the promotee and Town Manager; discuss with the promotee, the area(s) in which performance improvement is needed; and assist the promotee in correcting any deficiencies.

Reversion to Previous Classification: At the completion of the trial period a promotee may be reverted to their former classification and pay if: the promotee has not demonstrated the competence to carry the responsibilities of the position, the department head submits written justification for the reversion to the Town Manager, and the Town Manager approves the action. With such reversion action the employee may return to their previous position, or a similar position, if one is available. If a suitable position is not available, the promotee may be subject to lay off with reinstatement rights as specified in this agreement. A promotee may request to be reverted to their former classification and pay, so long as their previous position or similar position is vacant and available. Upon reversion to the former classification, the employee shall not be reconsidered for promotion to the same classification for a period of two (2) years. This request must be approved by the Town Manager to become effective.

Demotions

A Town employee may be demoted to a position of lower classification for which they are qualified, for any of the following reasons:

- Position Abolished: When an employee would otherwise be laid off because a position is being abolished.
- Position Reclassified: When a position is being reclassified to a higher classification for which the employee does not have the required qualifications.
- Replaced Employee Returning from Authorized Leave: When another employee returns to work from authorized leave to the position, in accordance with the Rules on leave as set forth in Article 13.
- Lack of Qualifications: When an employee does not possess, or loses, the necessary qualifications to render satisfactory service in the position held.
- Voluntary Request: When an employee voluntarily requests such a demotion and a position is available at the lower classification for which the employee is qualified.
- Disciplinary Action: As disciplinary action in conformance with provisions of this agreement.

Reduction in Pay

An employee demoted through a voluntary request or as a result of disciplinary action will also have reduction in salary. All demotions/reductions in pay are subject to the approval of the Town Manager. If an employee is demoted/reduced in pay unwillingly, that employee has recourse through the agreed to Grievance/Arbitration Procedure in this Labor Agreement.

#18 UNION SECURITY / DUES DEDUCTION

Each employee who, on the effective date of this Agreement, is a member of the collective bargaining unit and each employee who becomes a member after that date shall maintain his membership in the Association by payment of initiation fee, and dues. If they desire not to join the Association, they may do so, ~~but payment of an "agency fee" is required. That fee shall be no more than 65% of the rate of the dues established by the Association.~~

The Town will, if the employee decides by voluntary written authorization, deduct such authorized amounts on each payday and shall transfer once per month the total amount of the dues to the Financial/Secretary Treasurer of the Association no later than the fifth day of the following month. The Town shall furnish the Association a monthly record of those employees for whom deductions have been made and the amounts of the deductions.

In the event the employee does not have any pay for a particular period or in the event the employee does not have sufficient sum due ~~him~~ after deductions have been made for taxes, social security, pension, or other deductions required by law, there shall be no deduction taken pursuant to this Article. However, the overdue deduction will be made in part or in whole at the first available pay day to bring the employee's dues or "agency fee" current.

The deduction authorization form will become a part of this labor agreement. Such deductions shall be made for the convenience of the employee and the Association and shall not impose upon the Town any obligation or liabilities other than those specifically and expressly provided for in this Article. Nothing herein shall be construed as requiring the Town to take any disciplinary action in the event dues or fees are not paid by the employee.

The New England Police Benevolent Association, shall indemnify and save the Town, its officers, agents, and employees harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town, its officers, agents, and employees in

reliance upon signed authorization cards furnished to the Town by the Association or for the purpose of complying with any of the provisions of this Article.

#19 WAGES

~~In calendar year 2016 union members will receive a 1.0% across the board increase effective January 1, 2016 and step increases given to staff on their anniversary date.~~

~~In calendar year 2017 union members will receive a 1.0% across the board increase effective January 1, 2017 and step increases given to staff on their anniversary date.~~

~~In calendar year 2018 union members will receive a 1.0% across the board increase effective January 1, 2018 and step increases given to staff on their anniversary date.~~

~~In calendar year 2019 union members will receive a 0.5% across the board increase effective January 1, 2019 and step increases given to staff on their anniversary date.~~

Wages for FY20, FY21, and FY22 shall be as set forth on the attached wage chart. ~~Wages beyond June 30, 2019~~2022 will be subject to subsequent collective bargaining.

Step increases are effective on the employee's anniversary date, if anniversary date and the hire date are not the same; the employee has changed jobs since being hired. Moving from Training to Officer 1 or Dispatch 1 creates a change in the anniversary date.

Patrol Officers at the "Training" pay step are eligible to receive overtime pay and are not required to flex their time when required to work additional unscheduled hours.

~~Sergeant Emery will receive a lump sum bonus equal to 2% of his annual salary in CY16, paid out in the first regular pay period following the execution of this agreement.~~

~~All non-sworn employees who have been at the top step of their pay range for more than 12 months shall receive a yearly lump sum bonus equal to 1% of their annual salary, paid out for CY16 in the first regular pay period following the execution of this agreement. In CY17, CY18 and CY19, the bonus shall be paid in the second regular pay period of January.~~

To the extent permitted by law, the Town will issue a separate check for all "extra payments".

For further application of the Article see the following pay scale.

Position	CY15		CY16		CY17		CY18		First 6 Months CY19	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Sr Clerk 1	\$ 14.06	\$27,417.00	\$ 14.20	\$27,691.17	\$ 14.34	\$27,968.08	\$14.49	\$28,247.76	\$ 14.56	\$28,392.00
Sr Clerk 2	\$ 14.49	\$28,255.50	\$ 14.63	\$28,538.06	\$ 14.78	\$28,823.44	\$14.93	\$29,111.67	\$ 15.00	\$29,250.00
Sr Clerk 3	\$ 14.92	\$29,094.00	\$ 15.07	\$29,384.94	\$ 15.22	\$29,678.79	\$15.37	\$29,975.58	\$ 15.45	\$30,127.50
Sr Clerk 4	\$ 15.37	\$29,971.50	\$ 15.52	\$30,271.22	\$ 15.68	\$30,573.93	\$15.84	\$30,879.67	\$ 15.91	\$31,024.50
Sr Clerk 5	\$ 15.83	\$30,868.50	\$ 15.99	\$31,177.19	\$ 16.15	\$31,488.96	\$16.31	\$31,803.85	\$ 16.39	\$31,960.50
Parking Enforcement 1	\$ 14.06	\$29,244.80	\$ 14.20	\$29,537.25	\$ 14.34	\$29,832.62	\$14.49	\$30,130.85	\$ 14.56	\$30,284.80
Parking Enforcement 2	\$ 14.49	\$30,139.20	\$ 14.63	\$30,440.59	\$ 14.78	\$30,745.00	\$14.93	\$31,052.45	\$ 15.00	\$31,200.00
Parking Enforcement 3	\$ 14.92	\$31,033.60	\$ 15.07	\$31,343.94	\$ 15.22	\$31,657.38	\$15.37	\$31,973.95	\$ 15.45	\$32,136.00
Parking Enforcement 4	\$ 15.37	\$31,969.60	\$ 15.52	\$32,289.30	\$ 15.68	\$32,612.19	\$15.84	\$32,938.31	\$ 15.91	\$33,092.60
Parking Enforcement 5	\$ 15.83	\$32,926.40	\$ 15.99	\$33,255.66	\$ 16.15	\$33,588.22	\$16.31	\$33,924.10	\$ 16.39	\$34,091.20
Animal Control	\$ 17.52	\$27,331.20	\$ 17.70	\$27,604.51	\$ 17.87	\$27,880.56	\$18.05	\$28,159.36	\$ 18.14	\$28,298.40
Animal Control 2	\$ 18.04	\$28,142.40	\$ 18.22	\$28,423.82	\$ 18.40	\$28,708.06	\$18.59	\$28,995.14	\$ 18.68	\$29,140.80
Animal Control 3	\$ 18.58	\$28,984.80	\$ 18.77	\$29,274.65	\$ 18.95	\$29,567.39	\$19.14	\$29,863.07	\$ 19.24	\$30,014.40
Animal Control 4	\$ 19.14	\$29,858.40	\$ 19.61	\$30,591.60	\$ 19.81	\$30,897.52	\$20.01	\$31,215.60	\$ 20.11	\$31,371.60
Patrol Supervisor 5	\$ 28.41	\$59,092.80	\$ 28.69	\$59,683.73	\$ 28.98	\$60,280.57	\$29.27	\$60,883.37	\$ 29.42	\$61,193.60
Patrol Supervisor 6	\$ 29.26	\$60,860.80	\$ 29.55	\$61,469.41	\$ 29.85	\$62,084.10	\$30.15	\$62,704.94	\$ 30.30	\$63,024.00
Patrol Supervisor 7	\$ 30.43	\$63,294.40	\$ 30.73	\$63,927.34	\$ 31.04	\$64,566.82	\$31.35	\$65,212.28	\$ 31.51	\$65,540.80
Patrol Supervisor 8			\$ 31.35	\$65,205.89	\$ 31.66	\$65,857.95	\$31.98	\$66,516.53	\$ 32.14	\$66,851.20
SGT 1	\$ 28.49	\$55,099.20	\$ 28.75	\$55,650.19	\$ 27.02	\$56,206.89	\$27.29	\$56,768.76	\$ 27.43	\$57,054.40
SGT 2	\$ 27.28	\$56,742.40	\$ 27.55	\$57,309.82	\$ 27.83	\$57,882.92	\$28.11	\$58,461.75	\$ 28.25	\$58,760.00
SGT 3	\$ 27.92	\$58,073.60	\$ 28.20	\$58,654.34	\$ 28.48	\$59,240.88	\$28.77	\$59,833.29	\$ 28.91	\$60,132.80
Academy Training	\$ 17.15	\$35,872.00	\$ 17.00	\$35,360.00	\$ 17.77	\$35,713.60	\$17.34	\$36,070.74	\$ 17.43	\$36,254.40
Police Officer 1	\$ 18.47	\$38,417.60	\$ 20.25	\$42,120.00	\$ 20.45	\$42,541.20	\$20.66	\$42,966.61	\$ 20.76	\$43,180.80
Police Officer 2	\$ 19.02	\$39,561.60	\$ 20.66	\$43,992.40	\$ 20.86	\$43,392.02	\$21.07	\$43,825.94	\$ 21.18	\$44,054.40
Police Officer 3	\$ 19.59	\$40,747.20	\$ 21.07	\$43,821.66	\$ 21.28	\$44,259.86	\$21.49	\$44,702.46	\$ 21.60	\$44,928.00
Police Officer 4	\$ 20.19	\$41,995.20	\$ 21.49	\$44,698.08	\$ 21.70	\$45,145.06	\$21.92	\$45,598.51	\$ 22.03	\$45,822.40
Police Officer 5	\$ 20.80	\$43,264.00	\$ 21.92	\$45,582.04	\$ 22.14	\$46,047.96	\$22.36	\$46,508.44	\$ 22.47	\$46,737.80
Police Officer 6	\$ 21.43	\$44,574.40	\$ 22.36	\$46,503.88	\$ 22.58	\$46,968.92	\$22.81	\$47,438.61	\$ 22.92	\$47,673.80
Police Officer 7	\$ 22.06	\$45,884.80	\$ 22.80	\$47,433.96	\$ 23.03	\$47,908.30	\$23.26	\$48,387.38	\$ 23.38	\$48,630.40
Police Officer 8	\$ 22.72	\$47,257.60	\$ 23.26	\$48,382.64	\$ 23.49	\$48,866.47	\$23.73	\$49,355.13	\$ 23.85	\$49,608.00
Police Officer 9	\$ 23.39	\$48,651.20	\$ 23.73	\$49,350.29	\$ 23.96	\$49,843.80	\$24.20	\$50,342.23	\$ 24.32	\$50,585.80
Police Officer 10	\$ 24.10	\$50,128.00	\$ 24.20	\$50,337.30	\$ 24.44	\$50,840.67	\$24.69	\$51,349.08	\$ 24.81	\$51,604.80
Police Officer 11	\$ 24.83	\$51,646.40	\$ 24.93	\$51,847.42	\$ 25.18	\$52,365.89	\$25.43	\$52,889.55	\$ 25.55	\$53,144.00
Police Officer 12	\$ 25.68	\$53,414.40	\$ 25.67	\$53,402.84	\$ 25.93	\$53,936.87	\$26.19	\$54,476.24	\$ 26.32	\$54,745.60
Police Officer 13			\$ 26.44	\$55,004.93	\$ 26.71	\$55,554.97	\$26.98	\$56,110.52	\$ 27.11	\$56,388.80
Police Officer 14			\$ 26.97	\$56,105.02	\$ 27.24	\$56,666.07	\$27.52	\$57,232.74	\$ 27.65	\$57,512.00
Training ESD	\$ 15.10	\$31,408.00	\$ 15.25	\$31,722.08	\$ 15.40	\$32,039.30	\$15.56	\$32,359.69	\$ 15.64	\$32,531.20
Emer Services Dispatch 1	\$ 16.74	\$34,819.20	\$ 16.91	\$35,167.39	\$ 17.08	\$35,519.07	\$17.25	\$35,874.26	\$ 17.33	\$36,046.40
Emer Services Dispatch 2	\$ 17.58	\$36,566.40	\$ 17.76	\$36,932.06	\$ 17.93	\$37,301.38	\$18.11	\$37,674.40	\$ 18.20	\$37,856.00
Emer Services Dispatch 3	\$ 18.03	\$37,602.40	\$ 18.21	\$37,877.42	\$ 18.39	\$38,256.20	\$18.58	\$38,638.76	\$ 18.67	\$38,833.60
Emer Services Dispatch 4	\$ 18.49	\$38,459.20	\$ 18.67	\$38,843.79	\$ 18.86	\$39,232.23	\$19.05	\$39,624.55	\$ 19.15	\$39,832.00
Emer Services Dispatch 5	\$ 18.94	\$39,395.20	\$ 19.13	\$39,789.15	\$ 19.32	\$40,187.04	\$19.51	\$40,588.91	\$ 19.61	\$40,788.80
Emer Services Dispatch 6	\$ 19.42	\$40,393.60	\$ 19.61	\$40,797.54	\$ 19.81	\$41,205.51	\$20.01	\$41,617.57	\$ 20.11	\$41,828.80
Emer Services Dispatch 7	\$ 19.90	\$41,392.00	\$ 20.10	\$41,805.92	\$ 20.30	\$42,223.98	\$20.50	\$42,646.22	\$ 20.61	\$42,868.80
Emer Services Dispatch 8	\$ 20.50	\$42,840.00	\$ 20.71	\$43,066.40	\$ 20.91	\$43,497.06	\$21.12	\$43,932.03	\$ 21.23	\$44,158.40
Emer Services Dispatch 9	\$ 21.34	\$44,387.20	\$ 21.55	\$44,831.07	\$ 21.77	\$45,279.98	\$21.99	\$45,732.18	\$ 22.10	\$45,988.00

	FY19		Restructure FY20		2.0% FY21		2.0% FY22	
	Clerk 1	\$ 14.56	\$ 28,392.00	\$ 15.00	\$ 29,250.00	\$ 15.30	\$ 29,835.00	\$ 15.61
Clerk 2	\$ 15.00	\$ 29,250.00	\$ 16.50	\$ 32,175.00	\$ 16.83	\$ 32,818.50	\$ 17.17	\$ 33,481.50
Clerk 3	\$ 15.45	\$ 30,127.50	\$ 17.00	\$ 33,150.00	\$ 17.34	\$ 33,813.00	\$ 17.69	\$ 34,495.50
Clerk 4	\$ 15.91	\$ 31,024.50	\$ 17.51	\$ 34,144.50	\$ 17.86	\$ 34,827.00	\$ 18.22	\$ 35,529.00
Clerk 5	\$ 16.39	\$ 31,960.50	\$ 18.04	\$ 35,178.00	\$ 18.40	\$ 35,860.00	\$ 18.77	\$ 36,601.50
	FY19		Restructure FY20		2.0% FY21		2.0% FY22	
PE1	\$ 14.56	\$ 30,284.80	\$ 15.00	\$ 31,200.00	\$ 15.30	\$ 31,824.00	\$ 15.61	\$ 32,468.80
PE2	\$ 15.00	\$ 31,200.00	\$ 16.50	\$ 34,320.00	\$ 16.83	\$ 35,006.40	\$ 17.17	\$ 35,713.60
PE3	\$ 15.45	\$ 32,136.00	\$ 17.00	\$ 35,360.00	\$ 17.34	\$ 36,067.20	\$ 17.69	\$ 36,795.20
PE4	\$ 15.91	\$ 33,092.80	\$ 17.51	\$ 36,420.80	\$ 17.86	\$ 37,148.80	\$ 18.22	\$ 37,897.60
PE5	\$ 16.39	\$ 34,091.20	\$ 18.04	\$ 37,523.20	\$ 18.40	\$ 38,272.00	\$ 18.77	\$ 39,041.60
	FY19		2.5% FY20		2.0% FY21		2.0% FY22	
ACO1	\$ 18.14	\$ 28,298.40	\$ 18.59	\$ 29,000.40	\$ 18.96	\$ 29,577.80	\$ 19.34	\$ 30,170.40
ACO2	\$ 18.68	\$ 29,140.80	\$ 19.15	\$ 29,874.00	\$ 19.53	\$ 30,466.80	\$ 19.92	\$ 31,075.20
ACO3	\$ 19.24	\$ 30,014.40	\$ 19.72	\$ 30,763.20	\$ 20.11	\$ 31,371.60	\$ 20.51	\$ 31,995.60
ACO4	\$ 20.11	\$ 31,371.60	\$ 20.61	\$ 32,151.60	\$ 21.02	\$ 32,791.20	\$ 21.44	\$ 33,446.40
ACO5	X	X	\$ 21.13	\$ 32,962.80	\$ 21.55	\$ 33,618.00	\$ 21.98	\$ 34,288.80
	FY19		2.5% FY20		2.0% FY21		2.0% FY22	
Academy Training	\$ 17.43	\$ 36,254.40	\$ 17.87	\$ 37,169.60	\$ 18.23	\$ 37,918.40	\$ 18.59	\$ 38,667.20
PO1	\$ 19.48	\$ 40,518.40	\$ 19.97	\$ 41,537.60	\$ 20.37	\$ 42,369.60	\$ 20.78	\$ 43,222.40
PO2	\$ 20.76	\$ 43,180.80	\$ 21.28	\$ 44,262.40	\$ 21.71	\$ 45,156.80	\$ 22.14	\$ 46,051.20
PO3	\$ 21.18	\$ 44,054.40	\$ 21.71	\$ 45,156.80	\$ 22.14	\$ 46,051.20	\$ 22.58	\$ 46,966.40
PO4	\$ 22.03	\$ 45,822.40	\$ 22.58	\$ 46,966.40	\$ 23.03	\$ 47,902.40	\$ 23.49	\$ 48,859.20
PO5	\$ 22.47	\$ 46,737.60	\$ 23.03	\$ 47,902.40	\$ 23.49	\$ 48,859.20	\$ 23.96	\$ 49,836.80
PO6	\$ 22.92	\$ 47,673.60	\$ 23.49	\$ 48,859.20	\$ 23.96	\$ 49,836.80	\$ 24.44	\$ 50,835.20
PO7	\$ 23.38	\$ 48,630.40	\$ 23.96	\$ 49,836.80	\$ 24.44	\$ 50,835.20	\$ 24.93	\$ 51,854.40
PO8	\$ 23.85	\$ 49,608.00	\$ 24.45	\$ 50,856.00	\$ 24.94	\$ 51,875.20	\$ 25.44	\$ 52,915.20
PO9	\$ 24.32	\$ 50,585.60	\$ 24.93	\$ 51,854.40	\$ 25.43	\$ 52,894.40	\$ 25.94	\$ 53,955.20
PO10	\$ 24.81	\$ 51,604.80	\$ 25.43	\$ 52,894.40	\$ 25.94	\$ 53,955.20	\$ 26.46	\$ 55,038.80
PO11	\$ 25.55	\$ 53,144.00	\$ 26.19	\$ 54,475.20	\$ 26.71	\$ 55,556.80	\$ 27.24	\$ 56,659.20
PO12	\$ 26.32	\$ 54,745.60	\$ 26.98	\$ 56,118.40	\$ 27.52	\$ 57,241.60	\$ 28.07	\$ 58,385.60
PO13	\$ 27.11	\$ 56,388.80	\$ 27.79	\$ 57,803.20	\$ 28.35	\$ 58,968.00	\$ 28.92	\$ 60,153.60
PO14	\$ 27.65	\$ 57,512.00	\$ 28.34	\$ 58,947.20	\$ 28.91	\$ 60,132.80	\$ 29.49	\$ 61,339.20
PO15	X	X	\$ 28.76	\$ 59,820.80	\$ 29.34	\$ 61,027.20	\$ 29.93	\$ 62,254.40
	X	X	\$ 29.48	\$ 61,318.40	\$ 30.07	\$ 62,545.60	\$ 30.67	\$ 63,793.60
	FY19		2.5% FY20		2.0% FY21		2.0% FY22	
SGT1	\$ 28.25	\$ 58,760.00	\$ 28.96	\$ 60,236.80	\$ 29.54	\$ 61,443.20	\$ 30.13	\$ 62,670.40
SGT2	\$ 28.91	\$ 60,132.80	\$ 29.63	\$ 61,630.40	\$ 30.22	\$ 62,857.60	\$ 30.82	\$ 64,105.60
SGT3	X	X	\$ 30.22	\$ 62,857.60	\$ 30.82	\$ 64,105.60	\$ 31.44	\$ 65,395.20
SGT4	X	X	\$ 30.82	\$ 64,105.60	\$ 31.44	\$ 65,395.20	\$ 32.07	\$ 66,705.60
	FY19		2.5% FY20		2.0% FY21		2.0% FY22	
LT1	\$ 30.30	\$ 63,024.00	\$ 31.06	\$ 64,604.80	\$ 31.68	\$ 65,894.40	\$ 32.31	\$ 67,204.80
LT2	\$ 31.51	\$ 65,540.80	\$ 32.30	\$ 67,184.00	\$ 32.95	\$ 68,536.00	\$ 33.61	\$ 69,908.80
LT3	\$ 32.14	\$ 66,851.20	\$ 32.94	\$ 68,515.20	\$ 33.60	\$ 69,888.00	\$ 34.27	\$ 71,281.60
LT4	X	X	\$ 33.60	\$ 69,888.00	\$ 34.27	\$ 71,281.60	\$ 34.96	\$ 72,716.80
LT5	X	X	\$ 34.27	\$ 71,281.60	\$ 34.96	\$ 72,716.80	\$ 35.66	\$ 74,172.80
LT6	X	X	\$ 34.96	\$ 72,716.80	\$ 35.66	\$ 74,172.80	\$ 36.37	\$ 75,649.60
	FY19		2.5% FY20		2.0% FY21		2.0% FY22	
Training ESD	\$ 15.64	\$ 32,531.20	\$ 16.03	\$ 33,342.40	\$ 16.35	\$ 34,008.00	\$ 16.68	\$ 34,694.40
ESD1	\$ 17.33	\$ 36,046.40	\$ 17.76	\$ 36,940.80	\$ 18.12	\$ 37,589.60	\$ 18.48	\$ 38,438.40
ESD2	\$ 18.20	\$ 37,856.00	\$ 18.66	\$ 38,812.80	\$ 19.03	\$ 39,582.40	\$ 19.41	\$ 40,372.80
ESD3	\$ 18.67	\$ 38,833.60	\$ 19.14	\$ 39,811.20	\$ 19.52	\$ 40,601.60	\$ 19.91	\$ 41,412.80
ESD4	\$ 19.15	\$ 39,832.00	\$ 19.63	\$ 40,830.40	\$ 20.02	\$ 41,641.60	\$ 20.42	\$ 42,473.60
ESD5	\$ 19.61	\$ 40,788.80	\$ 20.10	\$ 41,808.00	\$ 20.50	\$ 42,640.00	\$ 20.91	\$ 43,492.80
ESD6	\$ 20.11	\$ 41,828.80	\$ 20.61	\$ 42,868.80	\$ 21.02	\$ 43,721.60	\$ 21.44	\$ 44,595.20
ESD7	\$ 20.61	\$ 42,868.80	\$ 21.13	\$ 43,950.40	\$ 21.55	\$ 44,824.00	\$ 21.98	\$ 45,718.40
ESD8	\$ 21.23	\$ 44,158.40	\$ 21.76	\$ 45,260.80	\$ 22.20	\$ 46,176.00	\$ 22.64	\$ 47,091.20
ESD9	\$ 22.10	\$ 45,968.00	\$ 22.65	\$ 47,112.00	\$ 23.10	\$ 48,048.00	\$ 23.56	\$ 49,004.80
ESD10	X	X	\$ 23.22	\$ 48,297.60	\$ 23.68	\$ 49,254.40	\$ 24.15	\$ 50,232.00
ESD11	X	X	\$ 23.80	\$ 49,504.00	\$ 24.28	\$ 50,502.40	\$ 24.77	\$ 51,521.60

#20 ALCOHOL / DRUG ABUSE

Policy: The Town and Association recognize that working under the influence of alcohol or regulated drugs may endanger the public, co-workers and the employee and result in poor or inaccurate job performance. Employees who experience alcohol or drug abuse problems are expected and encouraged to seek assistance in the treatment of their problems. Such employees may, without fear of reprisal, seek guidance from supervisors, department heads or the Town Manager.

When reporting for duty after drinking alcohol or using prescription drugs, the employee must allow sufficient time between the consumption and the scheduled duty for the alcohol and/or drug to have been eliminated from the employee so as not to be detectable, have signs of impairment or in any way affect the employee's ability to perform all duties.

An alco-sensor test will be offered by the accusing supervisor to any employee accused of violating this section if alcohol is suspected. The employee may demand an alco-sensor to prove his sobriety. If the result of the alco-sensor is .02 or higher, the employee shall then be sent home for the duration of the scheduled shift. Also, if the supervisor requires independent confirmation of the violation they may, with reasonable grounds, order the accused employee to submit to breathe testing or if it is suspected that a drug is impairing the employee, a blood test. This will be done at the expense of the Town. The failure to comply with such order may be introduced in any subsequent disciplinary hearing(s) resulting from the incident.

Prohibition on working under the influence: Employees shall not report to work or work under the influence of alcohol, or a regulated drug, unless the drug is prescribed by a duly licensed physician or dentist, and does not affect their ability to perform all duties.

Disciplinary action: An employee who reports for work under the influence of alcohol or regulated drugs, or who consumes or uses such substances while at

work, shall be immediately suspended, and shall be subject to such further discipline as is warranted and authorized by 21 V.S.A. §511 et seq.

This agreement will also follow 21 V.S.A., §511, et seq.

#21 SAFE WORK

The parties agree that creating and maintaining safe working conditions and following safe work procedures and practices are conditions which the Town and its employees shall strive to maintain. All Town employees shall observe safe work practices, including but not limited to, the wearing of appropriate protective clothing and/or equipment; follow all prescribed work practices as presented in departmental policies and procedures; and, immediately report to their supervisor any dangerous or potentially dangerous work conditions. Failure to follow safe work practices as presented in departmental policies and procedures; and immediately report to their supervisor any dangerous or potentially dangerous work conditions. Failure to follow safe work procedures shall result in disciplinary action as follows:

First occasion will result in:	Written reprimand
Second occasion will result in:	Suspension
Third occasion will result in:	Termination

#22 SHIFT DIFFERENTIAL PAY

Sworn Officers

Those full time sworn police officers regularly assigned to the afternoon shift

1st Shift	2nd Shift	3rd Shift
06:30 - 16:30	14:30 - 00:30	21:30 - 07:30

shall be entitled to shift differential pay of ~~\$0.65 per hour. For the final twelve (12) months of this contract, the afternoon shift differential shall be raised to~~ \$0.75 per hour. The afternoon shift differential begins at 2 p.m.

Those full time sworn police officers regularly assigned to the evening shift shall be entitled to shift differential pay of ~~\$0.95. For the final twelve (12) months of this contract the evening shift differential shall be raised to~~ \$1.20 per hour.

Dispatchers

There shall be ~~three~~ two shifts used for staffing Central Dispatch. Dispatchers regularly scheduled for the Afternoon shift

Day	Afternoon	Evening
06:00 - 14:00	14:00 - 22:00	22:00 - 06:00
08:00 - 16:00	16:00 - 24:00	24:00 - 08:00

shall receive a ~~\$0.65 per hour shift differential.~~

Dispatchers regularly scheduled on the ~~Evening~~ Overnight shift shall receive a ~~\$0.95~~ \$1.20 per

Day Shift	Overnight Shift
04:00-16:00	16:00-04:00
06:00-18:00	18:00-06:00

hour shift differential. ~~There shall be two swing shift positions. One swing shift position shall primarily work the Afternoon shift and shall be eligible to receive a \$0.65 per hour shift differential. A second swing shift position shall primarily work the Evening shift and shall be eligible to receive a \$0.95 per hour shift differential. For the final twelve (12) months of this contract, these shift differentials shall increase to \$0.75 and \$1.20, respectively.~~

The employees entitled to shift differential are only those employees who actually work their regularly assigned shift. Leave hours are paid at their regular rates, except sick leave, which shall include the shift differential.

Employees receiving shift differential will not be paid this benefit when their work shift changes for more than 40 hours (a one week assignment) during a pay period due to school training, meeting or special assignment. Likewise, employees

not receiving shift differential will not become eligible for this benefit for overtime work or shift changes of less than 40 hours (a one week assignment) during a pay period.

Shift differential is paid on all overtime, except ~~and~~ outside duty details, no matter what time of the day or night they occur.

#23 DETECTIVE ASSIGNMENT

Those officers assigned to the Detective Unit shall be entitled to an assignment pay of their base rate plus 6%. This assignment pay shall only be for the positions allocated to this Unit and is not available to those who may be temporarily assigned to the Unit (for less than 30 days) or those assigned for "light duty" reasons.

In order to insure a guarantee of weekly coverage, a rotation list of detectives shall be maintained to identify the detective on call each week. For purposes of this Article, the detective on call must maintain a response time of no more than 60 minutes. The rotation list shall insure that this on call obligation is evenly rotated amongst the detectives. The detectives can trade weeks amongst themselves with the prior approval of the Chief so long as the on call position is filled with absolute certainty no later than 5:00pm on Friday afternoons. This Article does not prohibit the Town from calling in more than one detective.

The Brattleboro Police Department will make an annual stipend payment in the first pay period of July in the amount of \$475 to~~reimburse~~ sworn officers assigned to the detectives division and who are expected to work in plain clothes, ~~at a maximum amount of \$450 per fiscal year.~~ All sworn officers assigned to the detectives division shall dress in accordance with the dress code policy at all times. ~~This will apply to personnel assigned to the unit in excess of four (4) months and may be prorated.~~ The ~~stipend reimbursement~~ will not apply to officers temporarily assigned to the unit or to officers assigned due to light duty status.

~~Officers will submit receipts for reimbursement on a rolling basis. Only clothing that meets the dress code policies for the assigned officer will be reimbursed. Authorized items are listed below in addition to items authorized by the chief of police.~~

- Suit _____ Dress Shirt/Blouse _____ Tie _____
- Gloves _____ Belt _____ Pants _____

~~Sportcoat/Blazer~~ ————— ~~Jacket~~ ————— ~~Leather Gear~~

#24 NON-DISCRIMINATION

~~Neither the Town nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, handicapped/disability, sexual orientation, or political affiliation. All references to employees in this Agreement designate both sexes~~

Neither the Town nor the Association shall discriminate against any person because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identification, place of birth, disability, veteran's status, HIV status, pregnancy, genetic information, crime victim status, political affiliation or any other category of person protected under state or federal law. The Town and the Association shall share equally the responsibility for applying this provision under the agreement.

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Both the Town and the Association have an obligation to ensure a workplace free of sexual harassment. Accordingly therefore, the Town shall comply with 21 V.S.A. §495h (b)(1) et seq and any amendments thereto.

#25 CURRENT PRACTICES

- 1) Employees are required to maintain a driver's license. All Union Employees who as a part of their position operate a Town of Brattleboro motor vehicle must maintain a current driver's license recognized by the State of Vermont. Each such employee must annually authorize the Town to verify the validity of their driver's license and driving record. Any and all on or off duty motor vehicle infractions, suspension of license, requirements of proof of insurance, or other circumstances affecting the retention of the employee's license must be reported to the Chief of Police at the next tour of duty and prior to the operation of any Town owned vehicle.

Any employee whose position requires a driving license, and whose license is suspended or becomes invalid, shall be suspended from duty until such time that the employee regains their right to operate.

- 2) Employee accessibility. All police department employees must be reasonably accessible for notification and response to notices and emergencies. To that extent all employees must maintain with the Chief of Police their current and accurate primary address and telephone number. Any time that the employee is away from their primary residence (in excess of ten hours) and ~~can not~~ cannot be reached via telephone they shall notify police dispatch of their whereabouts or a telephone number where they can be reached in an emergency.
- 3) Maintenance of Police Certification. All certified sworn officers must maintain their yearly law enforcement certification through the Vermont Criminal Justice Training Council. The responsibility rests upon the individual officer to meet the standards for such certification. Upon the de-certification of any officer by the Vermont Criminal Justice Training Council that officer shall be immediately suspended from duty for up to 30 days or until the officer has regained their certification. Failure to become certified within the 30 days shall result in termination.

- 4) Light duty availability
- a) ~~Any employee who is physically unable to perform their regular duties by order of a physician may at the direction of the Chief of Police be allowed to work "light duty". Considerations for determining whether light duty is appropriate should include the availability of departmental "light duty" work, the risk to the employee of further injury from any continued work, the availability of other options such as sick leave, and the employee's prior use/abuse of similar leave situations.~~
- b) ~~Pregnant employees shall not work or be assigned to duties where the pregnancy actually interferes with the employee's ability to perform the assigned duty, or where the safety of the public or fellow employees is jeopardized as a result of the pregnancy.~~
- 5) Wearing the Uniform- Officers shall keep their uniforms neat, clean and well pressed at all times. Care should be taken not to wear threadbare or faded items. The uniform cap shall be worn out of doors unless otherwise directed by competent authority. While in uniform, officers shall display their badge on the outermost garment over their left breast. The Police Chief may periodically issue special or general orders pertaining to daily or seasonal wearing of uniforms.
- Officers shall not wear any identifiable part of the uniform outside the limits of the community except while in the performance of official duty, while commuting to and from duty, or with the permission of the Chief of Police.
- 6) Tattoos- Employees may not have visible tattoos that are clearly offensive or vulgar, or display drug use, discriminatory symbols, violence, illegal materials or actions. No tattoos may be visible on the neck or face.
- 7) Maintenance of Standards- All existing conditions, rules, regulations, policies and customs governing employees covered by this Agreement that

are not changed or specifically eliminated by this Agreement shall remain in full force and effect during the life of this Agreement.

- 8) ~~Shoe Allowance~~Clothing Stipend- Patrol Officers ~~and, Parking Enforcement Officers~~ and Detectives shall be paid a ~~boot/shoe allowance~~clothing stipend of ~~\$250.00~~\$300 in the second pay period of July. ~~Parking enforcement Officers may use their \$250.00 boot allowance to purchase work clothing as well as boots.~~ Parking Enforcement and Animal Control Officers shall be paid a clothing stipend of \$450 in the second pay period of July.
- 9) Extra pay for FTO- Field Training Officers will receive an extra \$2.00 per hour when supervising an officer on field training.
- 10) Extra pay for Dispatch Trainers. Emergency Dispatchers will receive an extra \$2.00 per hour when training a new emergency dispatcher.

#26 EMPLOYEE OBLIGATIONS

Employee Behavior-Town employees are to regard themselves as public employees and, as such, they are to be governed by the highest ideals of honor and integrity in all public and personal conduct, in order that they may merit the respect and confidence of the general public.

Compliance with Rules- Employees are required not only to abide by this Agreement, but also to comply with all rules and regulations as made by the Town not inconsistent with the terms of this Agreement. Should there be any doubt as to the employee's obligations he shall, under penalty of discipline, comply with the rules and grieve if he feels he has been wronged, using the grievance procedure of this Agreement.

#27 CARE FOR AND USE OF TOWN EQUIPMENT

Care for Town Property- It shall be the responsibility of any employee having custody of any Town equipment or property, to see that it is properly cared for, kept clean, and returned to its place of storage. As soon as any employee discovers an unsafe condition or that a repair is necessary, he shall report such condition to the shift supervisor.

No Personal Use - No employee may use Town equipment for their own personal use.

#28 RESIDENCY

Requirement:

- (a) Any full-time permanent employees shall be required to have their place of abode in the Town, or a bordering town, and to be bona fide residents of the Town, or a bordering town, for the life of their employment with the Town, except as stated below.

Exception:

- (a) Any full-time permanent employee employed by the Town as of January 1, 2016, who at that time did not reside within the Town, or a bordering town, may continue to reside outside the Town, or bordering town, so long as the employee does not move to another residence.
- (b) Any employee may be relieved from the residency requirement where, in the Police Chiefs exclusive judgment, special circumstances exist justifying residence outside the Town, or bordering town, or where in the Police Chiefs exclusive judgment, the nature of the employee's employment is such as to require residing outside the Town.

*A bordering town is defined as any town located within Windham County, Vermont, Cheshire County, New Hampshire, or Franklin County, Massachusetts.

#29 PHYSICAL EXAMINATIONS

From time to time, any employee may be required to submit to a physical examination at the request of the Police Chief to determine whether they continue to meet health requirements of the position they hold or the health requirements of a new position applied for. Town employees shall provide the examining physician designated by the Town with all medical records and medical history as may be required by the examining physician. The results of the physical examination may be released to the Town Manager and Police Chief, and a copy shall be provided to the employee.

All full time employees are required to have a physical examination prior to the start of their employment. Additionally, ~~Occupational Health~~ The Town's designated medical provider will perform return to work examinations following worker's compensation and/or extended medical leaves.

#30 PERFORMANCE EVALUATION

It is the policy of the Town of Brattleboro that Town employees will have periodic performance evaluations. These evaluations are intended to provide an additional means of communication regarding an employee's job performance, personal development, wage-salary and departmental/organizational expectations. All performance evaluations shall be retained as a permanent part of an employee's personnel file.

Frequency of Evaluations

Formal, written employee performance evaluations shall be done as follows:

- New employees and those promoted to new positions shall be given a minimum of two evaluations during their first year of service.
- After an employee has been in a position for one year, evaluations shall occur each year within thirty (30) days of the anniversary of their hire date or most recent promotion.

Formal, written evaluations shall become a permanent part of the employee's personnel file.

In addition to the formal evaluation procedure, supervisors shall meet regularly on an informal basis with each of their employees to discuss the employee's performance, goals and work environment.

Evaluation Format

Each department head shall utilize evaluation forms which have been approved by the Town Manager. The evaluation format should consist of a rating scale of performance for each relevant or significant dimension of an employee's position, a narrative description of the quality and consistency of work performed, including both problem areas and areas of satisfactory and outstanding work. Also included should be the employee's goals for the year, including but not limited to the correction or improvement in specific work areas and acquiring or developing additional skills and/or abilities. Employees may include any

comments regarding any item mentioned in the evaluation or any other job/performance related issue, and the employee will be expected to sign the evaluation.

Evaluation Procedure

Each employee shall be evaluated by the employee's direct supervisor. The supervisor shall first complete a written evaluation of the employee. The completed, written evaluation shall be discussed with the employee in a confidential conference. The supervisor may modify any item during or following this conference, and provide employee with a copy of same. At, or within two days of the conference, the employee may add comments to the evaluation, either on the evaluation form or in a separate statement.

Each employee shall sign the evaluation form, indicating only that the employee has met with the supervisor and received a copy of the evaluation. Such signature does not imply that the employee agrees or disagrees with the evaluation. Each completed evaluation, including the comments, if any, of the employee, will be reviewed by the department head. The department head may add appropriate comments. However, any comments regarding the employee's performance shall also be given to the employee and reviewed with the employee's direct supervisor. The employee's supervisor and the department head will sign the evaluation form. The Town Manager shall review all performance evaluations to ensure that employees are being evaluated in a uniform way. If the Town Manager finds discrepancies or inaccuracies in or among evaluations, these will be discussed with the department head. The Town Manager, however, may recommend changes but will not unilaterally revise performance evaluations.

Evaluation Grievances

An employee who believes that an evaluation is unfair may use the grievance process set forth herein.

#31 FITNESS TESTING

Officers must meet physical fitness requirements to maintain employment with the Brattleboro Police Department. The standards are equal to those used by the Vermont Criminal Justice Training Council and will represent the 40th percentile.

If the Vermont Criminal Justice Training Center adopts a set of physical fitness standards other than the Cooper Fitness Standards, the department may adopt the new standard at the sole discretion of the Police Chief.

All officers, except those hire before July 1, 2008, shall participate in the physical fitness exam in June of 2016. Participating officers that fail to meet the 40th percentile of the Cooper Fitness Standards in June of 2016 will follow the procedure to retake the exam set forth below.

All officers, including those hired before July 1, of 2008, shall participate in the physical fitness exam in June of 2017, and in each year thereafter. All officers that do not meet the 40th percentile of the Cooper Fitness Standards in June of 2017, and each year thereafter, including those officers employed by the department prior to July 1, 2008, will follow the procedure to retake the exam set forth below. Officers that fail to meet the the 40th percentile of the Cooper Fitness Standards after three subsequent re-tests shall be terminated.

STEP 1: An officer fails the annual PFT.

STEP 2: The officer meets with the department's Cooper Law Enforcement Fitness Specialist (CLEFS). The CLEFS creates a training program for the officer specifically addressing the area or areas of the test that the officer failed. The CLEFS will monitor the progress of the officer and adjust the training program as necessary. The officer must retest the entire PFT within 60 days of the initial fail date.

STEP 3: If officer re-takes the PFT and fails, they return to Step 2. The officer will be given 3 attempts to pass the PFT at the 40th percentile of the Cooper Standards after failing the annual test. The officer will be given 60 days to re-take the PFT after each failed attempt.

STEP 4: Failing the annual PFT and the 3 subsequent re-tests shall result in termination.

Prior to the PFT date, if an officer is unable to participate in the annual PFT due to medical reasons, they are to produce documentation from their physician stating the restrictions and status. Once the officer is medically cleared to participate, a PFT will be scheduled within 60 days from the medically cleared date.

Physical Fitness Assessment Elements

There are (4) elements of the assessment. Although these elements may not be directly representative of essential job functions to be performed by a police officer, they are elements which may be required for the officer to perform the essential job functions. If an officer does not successfully pass all elements and score to the 40th percentile of fitness in the 1.5 mile run, then the officer shall not be deemed to have successfully completed the physical fitness assessment. The four elements include:

1. 1.5 mile run - Cardiovascular capacity and aerobic power, it requires nearly exhaustive effort. It takes place on an outdoor track or other suitable, relatively level running area, and is measured with a stopwatch.
2. One repetition maximum bench press - Absolute strength test involves forcing a muscle group to exert a maximum force, using Dynamic Variable Resistance (DVR) protocol. The score indicated is a ratio of weight pressed divided by body weight. Equipment to be utilized will be a universal weight machine to record the weight of the repetition or free weights with spotters in place. Candidate will start off with warm-up repetitions of ½

body weight and increasing the weight in increments meeting their comfort level until the candidate has successfully reached the 40th percentile. If the free weights are to be used the following formula shall be applied:

a. Males: Estimated 1RM Universal = $(1.016 * \text{free weight 1RM}) + 18.41$

b. Females: Estimated 1RM Universal = $(0.848 * \text{free weight 1RM}) + 21.37$

3. One minute of bent knee sit-ups - This event tests muscular endurance of the abdominal area, and hip flexors, which is the ability to contract the muscle repeatedly over a period of time. The candidate lies on his/her back, knees bent, heels flat on the floor, fingers interlocked and placed behind the head and with a partner holding the feet down, then does as many sit-ups in correct form as possible in one minute. In the "up" position, candidates must touch their elbows to their knees, and both shoulders must touch the surface in the "down" position. The up position is the only rest position allowed.
4. One minute of push-ups - This event tests muscular endurance of the upper body (anterior deltoid, pectorals major, triceps). The candidate starting in the "up" position where the hands are placed about shoulder width apart, elbows fully extended, legs and back are kept straight, and knees off the ground at all times, and lower themselves until their chest is approximately "3" inches from the surface thus completing one repetition. The only rest position allowed is arching the back upward. No hands or feet shall be moved off the surface while conducting the event.

FITNESS AWARDS

All officers who participate in the annual physical testing may receive a monetary payment or additional hours of annual vacation for performing to a level identified as either Good (equal to a minimum 60th percentile rating), Excellent (equal to a minimum 75th-80th percentile rating) or Superior (equal to a minimum 85th-95th percentile rating). An officer achieving the rating of Good or above will be awarded a fitness pin to be worn on their uniform for the year following the testing period.

The testing level must be re-met the following year or the fitness pin will be returned. The monetary and vacation bonuses may only be tested for and awarded once per year, during the month of June.

The monetary awards and/or vacations hours will be as follow:

- Good rating: ~~\$125.00~~150
 - A good rating can be met by achieving meeting a minimum fitness level of 4 (Good) in each of the four elements of assessment,~~for the 1 ½ mile run and obtaining level 4's (good) in three of the other area as well as obtaining at least a level 3 (average) in the one remaining area.~~
- Excellent rating: ~~\$250.00~~300
 - An Excellent rating can be met by achieving meeting a minimum fitness level of 5 (Excellent) in each of the four elements of assessment,~~for the 1 ½ mile run and obtaining level 5's (Excellent) in three of the other area as well as obtaining at least a level 4 (Good) in the one remaining area.~~
- Superior rating: ~~\$400.00~~500
 - A Superior rating can be met by achieving a meeting a minimum fitness level of 6 (Superior) in each of the four elements of assessment,~~for the 1 ½ mile run and obtaining level 6's (Superior) in three of the other area as well as obtaining at least a level 4 (Good) in the one remaining area.~~

The Fitness testing will be monitored and scored by either the Chief of Police or the Police Chief's designated representative~~his designee~~ and the scoring person shall document the results of the fitness areas on a Brattleboro Police Department Fitness Assessment sheet.

Physical Assessment Minimum Standards: 40th Percentile Requirements (Male) Age	Bench Press	Sit-ups	Push-Ups	1.5 mile run
20-29	.99	38	29	12:38
30-39	.88	35	24	12:58
40-49	.80	29	18	13:50
50-59	.71	24	13	15:06
60-69	.66	19	10	16:46

Physical Assessment Minimum Standards: 40th Percentile Requirements (Female) Age	Bench Press	Sit-ups	Push-Ups	1.5 mile run
20-29	.59	32	15	14:50
30-39	.53	25	11	15:43
40-49	.50	20	9	16:31
50-59	.44	14	n/a	18:18
60-69	.49	6	N/A	20:16

Physical Assessment Minimum Standards: 50th Percentile Requirements (Male) Age	Bench Press	Sit-ups	Push-Ups	1.5 mile run
20-29	1.06	40	33	11:58
30-39	.93	36	27	12:24
40-49	.84	34	21	13:12
50-59	.75	26	15	14:23
60-69	.68	20	15	15:56

Physical Assessment Minimum Standards: 50th Percentile Requirements (Female) Age	Bench Press	Sit-ups	Push-Ups	1.5 mile run
20-29	.65	35	18	14:15
30-39	.57	27	14	15:14
40-49	.52	22	11	16:13
50-59	.46	17	n/a	18:05
60-69	.45	8	N/A	19:04

#32 OUTSIDE EMPLOYMENT

The current practice relating to the above issue shall remain in effect during the term of the contract.

Full time employees of the Town are expected to be available to fulfill their responsibilities and duties. Positions with the Town are the principal and primary occupation of full time employees and they are expected to devote their full energies to the performance of their duties. Other employment which interferes with an employee's responsibility to the Town is prohibited. A full time employee who obtains additional employment shall notify the Police Chief in writing, of such employment. Such notification shall be prior to accepting the position and will include: employer, address, telephone number, hours and type of employment. Failure to provide proper notification of outside employment shall lead to disciplinary action. An inability to perform one's job with the Town due to outside employment may lead to dismissal.

In the event that full time employee seeks outside employment with another law enforcement agency, the following rules apply in addition to the above.

- a) No Town of Brattleboro issued equipment, clothing, weapons or other supplies may be used while in the employ of another law enforcement agency.
- b) Before beginning employment with another agency, the other agency (through the governing body of that agency) shall agree in writing to hold harmless the Town of Brattleboro and to indemnify the Town of Brattleboro for any liability arising out of the employee's conduct while on duty for the other agency.
- c) The other law enforcement agency shall agree to pay 25% of all annual mandatory training to the Town of Brattleboro as reimbursement for the Town of Brattleboro training the employee and for maintaining the appropriate certifications.
- d) In the event the employee is called to testify in court during Town of Brattleboro working hours, the other law enforcement agency shall reimburse the Town of Brattleboro for the employee's time attending court.

#33 NON WAIVER

The failure of the employer or the association to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the employer or of the association to future performance of any such term or condition and the obligation of the association and the members of such future performance shall continue in full force and effect.

#34 SPECIAL ASSIGNMENT INCENTIVES

Employees hire on or after January 1, 2013 will be given an education incentive for Associate Degrees, Bachelor Degrees and Master Degrees (\$500 for each level of degree). A Military Incentive payment in the amount of \$1,000 will annually be made to all employees who have been honorably discharged from any branch of the United States Military after a minimum of four years of active duty service. Concurrent with any education incentive, officers will receive incentives for participation on special assignment teams as authorized by the Police Chief. ~~{Special assignment teams include but are not limited to: Death investigations, Accident investigations, SRT, Computer/internet, Field Training, Major Accident Investigation, and Use of Force}~~ An incentive of \$500 per Officer, per team (to a maximum of two teams) will be paid once a calendar year in the last payroll processing in September. The Police Chief will maintain and prominently post a list of all applicable special assignments, including the number of assignments available and the criteria required for participation. An incentive of \$500 per Officer, per team (to a maximum of two teams) will be paid once a calendar year in the last payroll processing in September.

Education Incentives:

This section describes the education incentive procedure for only those employees that have an uninterrupted history of receiving an education incentive since prior to January 1, 2013, and shall not apply to any new employees. The successful completion, whether or not such completion has occurred prior to becoming a member of the Department, of a degree conferred by an educational institution shall result in the payment of the following one-time per year lump sum payments to the employee. The incentive payment shall be equal to the following respective percentage of the base salary of the employee and shall not be added to the employee's base salary for purposes of counting overtime.

- Two (2%) percent of the annual base rate compensation, subject to other provisions of this Article, for an Associate's Degree.
- Four (4%) percent of the annual base rate compensation, subject to other provisions of this Article, for a Bachelor's Degree.

- Five (5%) percent of the annual base rate compensation, subject to other provisions of the Article, for a Master's Degree.

Determination of eligibility for the benefit set forth above shall be certified to by the education facility to the Town of Brattleboro by September 1, of each calendar year. Payment of the incentive will be processed annually in the last payroll processing in September.

#35 SAVING CLAUSE

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 decision; upon the issuance of such decision the parties agree to meet within thirty (30) days of written notice by either party to the other to attempt to negotiate concerning the modifications or revision or such clause of clauses.

#36 INCLUSIVENESS OF AGREEMENT

The parties agree that the Department's Policies & procedures, and this collective bargaining agreement constitute the entire contract between them governing all wages, hours, and other conditions of employment for all members of 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 Police Association or the Town during negotiations. This contract may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

Police Association

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day
of ____, 2016~~19~~ by their duly authorized representatives.

BRATTLEBORO POLICE ASSOCIATION

By: _____
Joshua Lynde~~David Cerreto~~, President

President

Amy Fletcher~~Penny Witherbee~~, Vice

Rebecca Marrero, Secretary

Michael Cable~~Cheryl Duggan~~, Treasurer

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this — day of
____, ~~2016~~2019 by their duly authorized representatives.

**TOWN OF BRATTLEBORO
SELECTBOARD**

By: _____
Brandie Starr~~David Gartenstein~~, Chair

Tim Wessel~~Kate O'Connor~~, Vice Chair

Elizabeth McLoughlin~~David Schoales~~, Clerk

David Schoales~~John Allen~~

Daniel Quipp~~Richard DeGray~~

APPENDIX A - LIST OF OFFICERS

Town of Brattleboro Selectboard

Brandie Starr~~David Gartenstein~~, Chair

Tim Wessel~~Kate O'Connor~~, Vice Chair

Elizabeth McLoughlin~~David Schoales~~, Clerk

~~John Allen~~David Schoales

~~Richard DeGray~~Daniel Quipp

Brattleboro Police Association

Joshua Lynde~~David Cerreto~~, President

Amy Fletcher~~Penny Witherbee~~, Vice President

Rebecca Marrero, Secretary

Michael Cable~~Cheryl Duggan~~, Treasurer

APPENDIX B - ACKNOWLEDGEMENT OF ARBITRATION

The Brattleboro Police Association (hereinafter called the "Union") and the Town of Brattleboro, Vermont (hereinafter called the "Town") understands that this contract, contains an agreement to arbitrate pursuant to Article 8. After signing this contract, the Union and the Town understand that the Union, any individual employee, any group of employees, and the Town, will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the Town agree to submit any such dispute to an impartial arbitrator pursuant to the provisions hereof relating to arbitration.

Dated this ___st day of ___, 2016.

BY ITS TOWN MANAGER

**TOWN OF BRATTLEBORO
BY ITS SELECTBOARD**

Peter B. Elwell

By: _____
Brandie Starr~~David Gartenstein~~, Chairman

BRATTLEBORO POLICE ASSOCIATION

By: _____
Joshua Lynde~~David Cerreto~~, President

APPENDIX C - CHECK-OFF AUTHORIZATION

I authorize and request the Town of Brattleboro to deduct from my pay during the life of this Labor Agreement, those initiation fees; dues, ~~agency fees~~, and such assessments as may be generally levied and certified by a duly authorized representative of the Association, and to forward these amounts to the Financial Secretary/Treasurer of the Brattleboro Police Association.

I reserve the right to revoke this authorization during the thirty-day period preceding the next anniversary date of this Agreement. Such revocation shall be in writing, with a copy to the Local Association and a copy to the Town. The Authorization shall renew itself thereafter, from year to year, subject each year to revocation during the thirty-day period preceding the anniversary date.

Employee Signature _____ Date _____

A COPY OF THIS AUTHORIZATION/REVOCATION SHALL BE GIVEN TO THE ASSOCIATION AND TO THE TOWN.

Town of Brattleboro
Employee Worker's Compensation Practices

This document sets forth procedures for all Town of Brattleboro employees to use for all work-related incidents resulting in an injury, whether treated by staff using first aid or when a visit to a medical provider is required. Incidents with no medical treatment or first aid do not fall under this policy. Included in this policy is specific guidance on range of worker's compensation issues.

- a) Proper accident reporting
- b) Where employees are to seek initial medical treatment
- c) When an internal accident investigation is required
- d) Family Medical Leave Act and Worker's Compensation
- e) Transitional return to work

These procedures are intended to enhance the Town of Brattleboro's ability to prevent injuries, manage workers' compensation claims in accordance with regulatory requirements and obtain the best medical outcomes for employees who experience a work-related injury. The implementation of this set of best practice workers compensation procedures is intended to support Town employees during their recovery from injury, have a beneficial impact on the Town's workers compensation experience modification and reduce the overall cost of work related injuries. Nothing in this policy document amends or changes any existing contractual rights or obligations.

Accident Reporting

- a) All Town employees are required to immediately report all work related injuries to their supervisor.
- b) All department heads or their designees are required to file a first report of injury with the Vermont League of Cities & Towns within 72 hours of the injury using the First Report of Injury Form. A hard copy of the completed form shall be promptly delivered to the Town Manager's Office.
- c) In cases where an employee voluntarily delays medical treatment or first aid for a work-related injury until sometime after the injury (including those deciding to seek treatment hours or days later), that employee shall promptly notify their immediate supervisor that treatment is desired and shall obtain treatment as outlined in section II below.

Medical Treatment

Effective June 21, 2017, the Town of Brattleboro establishes CLEAR CHOICE MD URGENT CARE, located at 1154 Putney Road in Brattleboro, Vermont, as its

designated medical provider for all applicable workers' compensation injuries, in compliance with Rule 12 of the Vermont Workers' Compensation Rules.

- a) Whenever an injury warrants treatment that is more than basic self-administered first aid, employees shall first obtain evaluation and treatment from the Town's designated medical provider, Clear Choice MD Urgent Care, 490-2100, 1154 Putney Road. Either the injured worker or their supervisor should call the provider in advance to advise the facility of the impending visit. Clear Choice MD is open 7 days per week between the hours of 8:00 am and 8:00 pm.
- b) In cases where emergency medical treatment is required, call 911 or Central Dispatch at 257-7946 and have the injured employee taken to the Emergency Room at Brattleboro Memorial Hospital. At the earliest appropriate opportunity, the injured employee shall schedule a follow up appointment with Clear Choice MD to determine the need for additional treatment, to assess the employees work capabilities and to plan for a return to work.
- c) When non-emergent treatment is required outside of the designated medical provider's office hours, employees may utilize the Emergency Room at Brattleboro Memorial Hospital. At the earliest appropriate opportunity, the injured employee shall schedule a follow up appointment with Clear Choice MD to determine the need for additional treatment, assess the employees work capabilities and to plan for a return to work.
- d) In situations where an employee desires to see an alternate medical provider, they may do so after seeing the designated medical provider listed in this policy. A Vermont Department of Labor Form 8, Notice of Intent to Change Health Care Provider, must be provided to the Town Manager's Office prior to the change.
- e) In all cases where medical treatment is obtained from a healthcare provider, employees shall utilize a work capabilities form (for the medical provider to complete) to document the current work abilities and restrictions (if any), and immediately provide a copy of it to the relevant department head and to the Town Manager's Office. An acceptable form is the Vermont Department of Labor Form 20, Work Capabilities Form, or an equivalent that may be used by the healthcare provider.

Incident/Injury Review Procedures

- a) Upon receiving notice of a work-related injury resulting in lost time from work, the department head or their designee shall complete an Employee Incident/Injury Review Report with the injured employee. The purpose of this form is to gather facts about the incident, its causation, witnesses, etc. to support the employee's claim for workers compensation coverage and to identify ways to prevent future injuries that are similar in nature.

- b) Care shall be taken to avoid discipline-related issues during the incident review discussion between the department head or their designee and injured employee. Any warnings or other disciplinary actions shall take place separately from the incident review process.
- c) Both the department head or their designee and the injured employee shall sign the incident review form and attest to its accuracy.
- d) The Employee Incident/Injury Review Report shall then be forwarded to the Town Manager's Office and to the Safety & Wellness Committee for review.

FMLA & Worker's Compensation

When a personal injury leads to an excused absence from work, even when the injury is considered a covered Worker's Compensation related injury, the Town may consider the absence to be an eligible event under the Family Medical Leave Act (FMLA). In such cases the Town will notify the employee of their rights and responsibilities while using FMLA approved leave.

Return to Work

The Town of Brattleboro offers a transitional return to work program for those employees who have sustained a work-related injury. The transitional return to work program seeks to match an injured employee's current functional limitations with temporary work assignments that fall within established medical limitations.

By means of temporary job restructuring, offering modified work schedules, and other methods, we seek to enhance the recovery of our injured employees by attempting to temporarily match them with duties and tasks that are within the acceptable limitations or physical restrictions placed on them by the treating healthcare provider. This program does not guarantee that transitional work assignments are available in all situations.

To qualify an employee for consideration for transitional duty assignments, the treating healthcare provider must complete a Worker Capabilities Form or equivalent which clearly identifies the injured worker's physical limitations. This is used to help identify possible tasks that fall within the work restrictions. In cases where it is not clear that identified transitional duties fall within the limitations established by the healthcare provider, town management will communicate with that provider to ensure that potential duties are appropriate for that employee.

- a) After injuries are reported, all medical documentation from the treating provider must be delivered promptly to the Town Manager's Office.
- b) The injured worker's department head will coordinate with the Town Manager, or his/her designee, to consider appropriate transitional duty assignments. A good faith effort will be made to keep transitional duty assignments within the employee's home department, but in some cases

transitional duty assignments may only be available outside the employee's home department. The evaluation of appropriate transitional duty assignment will involve the employee, the Town Manager, or his/her designee, the relevant department head(s), or their designees, and be based on the Workers Capability Form received from the treating healthcare provider.

- c) Offers of transitional duty assignments will be provided to the injured employee using the Transitional Return to Work Agreement to document the proposed tasks and work conditions of the transitional duties and to outline the responsibilities of both the employer and injured worker. This written agreement may be modified from time to time to reflect changes in duty assignments and as well as changes to the employee's work restrictions. The injured employee, the home department head, the Town Manager or his/her designee, and any department head receiving an employee from another department will sign the agreement.

Per Vermont Workers' Compensation regulation 12.1330, an injured employee who does not accept an offer of modified duty, may be subject to interruption or termination of benefits.