

AGREEMENT

BY AND BETWEEN

CITY OF VERGENNES, VT

AND THE



**NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION
LOCAL 429**

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January 1, 2020 – June 30, 2022

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ARTICLE 1 - Preamble

This Agreement is entered into by the City of Vergennes, Vermont, hereinafter referred to as the "City" and the New England Police Benevolent Association, Inc. hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union in securing prompt and peaceful disposition of grievances and develop a procedure to establish an equitable and peaceful means of bargaining wages, benefits, and conditions of employment. These purposes are to be achieved without interfering with the City's right and obligation to operate efficiently in the best interests of its residents and the Union's right and obligation to serve and protect the employees covered by this Agreement.

ARTICLE 2 - Recognition

2.1 The employer, in accordance with the provisions of VSA C.22, recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time and regularly scheduled part-time police officers, excluding the Chief of Police, employed by the City of Vergennes Police Department as certified by the State Labor Relations Board (Docket 19-23).

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

2.3 Should any new position(s) be added to the Police Department the Union shall be notified. The Employer and the Union shall meet to determine whether or not that position shall be added to the bargaining unit. If agreement cannot be reached the matter may be referred to the Vermont Labor Relations Board by the Union with a request that the Board make a determination.

ARTICLE 3 - Non-Discrimination

3.1 Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which could violate any applicable laws because of race, creed, color, national origin, age, handicap or sex.

3.2 The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly and not to discriminate against any employee based on membership or non-membership, union activity or status.

3.3 The City and the Union agree that there will be no discrimination against any employee for his/her adherence with any provision of this Agreement.

ARTICLE 4 - Dues Deduction

4.1 All employees who elect to do so shall be afforded the opportunity to become a member of the Union and thus will be obligated to pay to the Union regular dues associated with full membership. The City shall via payroll deduction, collect, on a biweekly basis, and forward, on a monthly basis, said fees to the Union, without liability.

4.2 The deduction of Union dues will be made by the City from weekly pay of employees. In the event that an employee does not have any pay for a particular period, or in the event that an employee does not have sufficient funds, after deductions have been made for taxes, social security, pension garnishments, or other deductions authorized by the employee or required by law, then it will be the responsibility of the Union to collect dues directly from the employee.

4.3 When an Employee is not on the payroll, and is returned to said payroll, the City will renew its deductions of Union dues so long as the authorization is validly in effect.

4.4 The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the City in reliance upon payroll deduction authorization cards submitted by the Union or the City.

4.5 Remittance of the amount of dues deducted each week shall be made to the Union Treasurer within ten (10) working days after the end of each month in which dues are deducted.

ARTICLE 5 - Management Rights

5.1 Except as specifically limited by the express provisions of this Agreement, the Employer retains all of the traditional rights as historically existed prior to the first agreement, to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all operations and services of the Employer; to direct the working forces; to establish the qualifications for employment; to lay off employees for lack of work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, transfer, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the aforementioned rights shall not conflict with any express written provisions of this Agreement.

ARTICLE 6 - Employee Rights

6.1 Employees have, and shall be protected in the exercise of the right to freely and without fear of penalty or reprimand, to join and assist the Union. Freedom to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in any official capacity, and including the right to present Union views and positions to the public.

6.2 Without limitation of the foregoing, the City agrees that it will not recognize, aid, promote or finance any labor group or organization seeking or purporting to engage in collective bargaining for the department or make any agreement with any such group or organization which would violate the rights of the Union under the terms of this agreement or the law.

6.3 Any employee shall be given and have access to their own personal file at reasonable times during normal office hours.

6.4 City employees are encouraged to exercise their normal civic rights and responsibilities. They retain the right to vote and freely express their opinion in all political subjects, to become or continue to be a member of any political organization or to attend political meetings. City employees are prohibited from using their official authority to interfere with the nomination or election of any candidate for public office. The pursuit of political activities while working or through the use of City facilities is strongly prohibited.

6.5 Whenever, during the course of an investigative interview, the City believes that an employee's job is in jeopardy, the City shall so inform the employee. In such circumstances, an employee so requesting shall have the right of Union representation. If Union representation is not available in a reasonable time, the investigation may continue depending on the timeliness of the information needed and/or the seriousness of the problem.

Employees have the right of work without being subject to insulting, degrading, or exploitative treatment. Sexual harassment in any form is strictly prohibited.

ARTICLE 7 - Union Business

7.1 The City shall recognize up to four (4) local union officials with the following titles: President, Vice President, Secretary-Treasurer, and Steward for the holding of grievances. The Union shall furnish the City with a list of names of the above Union officials and any changes that may occur.

7.2 The Union Local President or their designee shall be afforded reasonable time during working hours to investigate a grievance and represent said employee if requested in the discussion of a grievance with the Police Chief and through the steps of the grievance procedure.

7.3 The Union agrees it will not carry on the solicitation of members or carry on any Union activity on City time.

7.4 Reasonable arrangements if mutually agreed upon between parties may be made for meetings with or by the officers of the Union. A representative from the parent organization of the Union needing to conduct union business will be granted access to the City premises after making an appointment through the City Manager.

7.5 Labor Management Meetings – The Union shall designate a standing committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which shall meet with the City Manager and/or the Board Selectmen, or its designated representative, from time to time at the request of either party. Such meeting shall be held at the convenience of both parties, if possible, within ten (10) days from the date upon which such a request is received. This clause is not to be considered part of the grievance procedure.

7.6 Meeting Place – The Union will be afforded the right to hold meetings at the Vergennes Police Department Conference Room with proper notification to the Police Chief and to the City Manager.

7.7 Bulletin Board Space – The employer agrees to provide a 2-foot X 4-foot square space to be located in a location assigned by the Police Chief. This bulletin board space shall be used to notify union members of everyday business and shall be the only space for union notices and shall be kept neat and orderly.

7.8 Leave of absence without loss of wages, benefits or other privileges may be granted to one (1) elected officer of the Union to attend New England PBA (NEPBA) Conventions, Trainings and/or Business Meetings. Such leave shall not exceed four (4) days in a year and cannot be carried over year to year. Official written notice will be given to the City Manager and Chief of Police at least two (2) weeks before said request.

ARTICLE 8 - No Strike – No Lock Out

8.1 During the life of this Agreement the Union agrees it will not authorize, sponsor, or condone any concerted work stoppage, strike, slowdown or any disruption of City services from the City.

8.2 The City agrees there will be no lockout of employees during the term of this Agreement.

ARTICLE 9 - Safety and Health

9.1 In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

9.2 After reasonable advance notice and an opportunity for the Union to discuss such rules, the City retains the right to implement reasonable rules regarding employee health and physical fitness standards and requirements, including the right, without cost to the employee, to test and to require an employee to undergo testing/evaluation by recognized hospital or medical providers to assess an employee's physical, mental, and/or emotional ability to perform his/her work without risk to the employee, other employees, or the public.

9.3 Employees shall observe safe work practices, including but not limited to the wearing of appropriate protective clothing and/or equipment, the use of a seat belt or other available safety equipment when using City or personal vehicles during work time, follow all prescribed work practices as presented in departmental procedures and policies, and immediately report to their supervisor any dangerous or potentially dangerous work conditions. Failure to observe safe work procedures or rules may result in disciplinary action.

9.4 First Aid Kits – There shall be a First Aid Kit in each vehicle operated by members of the Bargaining Unit, and located in each building housing employees of the Bargaining Unit.

9.5 Bullet-Proof Vest - The City agrees to provide police officers with personal body armor as determined by the Chief of Police. The vest shall be the property of the employee. These vests shall be replaced within the life expectancy of the Armor or sooner as determined by the Chief.

ARTICLE 10 - Care and Use of City Equipment

10.1 It shall be the responsibility of any employee having custody of City equipment or property to see that it is properly cared for, kept clean and returned to its place of storage. A discovery by an employee of an unsafe condition or needed repair shall be immediately reported to the Police Chief.

10.2 No City employee may use City equipment for their own personal use or use City facilities for the repair and/or maintenance of personal vehicles, appliances, etc. except as authorized by policies provided by the City Manager.

ARTICLE 11 - Grievance Procedure

11.1 Grievances or disputes may arise regarding the interpretation or application of this agreement and will be settled within the Steps of the Grievance Procedure except those involving a suspension or discharge shall be filed initially at Step 3.

Step 1 – The aggrieved employee and/or the Union shall first tell the Chief of Police the nature and facts of the grievance within ten (10) working days of its occurrence and request a meeting in writing. The Chief of Police shall meet and attempt to resolve the grievance within five (5) working days of the employee's notification. An employee filing a grievance in this step may request and have a Union representative present.

Step 2 - If a satisfactory solution is not reached under Step 1 above, the employee and/ or the Union shall submit the nature and facts of the grievance in writing to the City Manager within five (5) working days of the Police Chief's decision. The City Manager or their designee will meet with the employee, the Police Chief and the Union, if requested, within ten (10) working days of receiving the grievance and will render a written decision within ten (10) working days.

Step 3 – If an employee is not satisfied with a City Manager's decision, he/she may submit a written appeal to the City Council within ten (10) working days of receipt of said decision. The Council will schedule a hearing as part of its next regularly scheduled meeting or at a mutually agreeable date. The hearing will be of an informal nature with the employee, the employee's Union representative, if any, and City Manager present. At the discretion of the employee, the hearing may be public or private. The Council shall render a written decision within ten (10) working days after completion of the hearing.

Step 4 – If the written decision at step 3 is considered unsatisfactory by the Union, it may submit the grievance to Arbitration. Such submission to arbitration must be made within thirty (30) days from the decision rendered at Step 3. Within the aforesaid thirty (30) days period, written notice of said submission must be given to the City Manager by delivery in hand, or by mail, postage prepaid.

11.2 If the parties are unable to agree on the selection of an arbitrator the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from which a selection shall be made using the alternate, strike out methodology. The expenses for the arbitrators' services shall be equally shared by the parties.

11.3 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of the Agreement. The arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning and conclusion. The award of the arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union and the aggrieved employee.

11.4 Working days shall mean Monday through Fridays excluding weekends and holidays.

ARTICLE 12 - Discipline and Discharge

12.1. It is agreed that nothing herein in any way prohibits the City from discharging or otherwise disciplining any employee regardless of his/her seniority, when, in the City's determination such action is necessary. Any action taken by the City to discipline, suspend, or discharge non-probationary employees will only be for just cause.

12.2 In the case of a discharge or suspension the affected employee will be entitled to a written copy of the charges and a meeting accompanied by a Union representative, if requested, with the City Manager or designee at which time the charges will be explained.

12.3 An employee can be discharged for just cause which shall include, but not be limited to, the following:

- a. Absence for three (3) consecutive workdays without notifying the Police Chief or designated City representative.
- b. Fails to return to work within two (2) days after termination of an authorized leave of absence.
- c. Failure to report to work to the Police Chief within seven (7) working days from recall from lay-off, unless otherwise arranged with the Police Chief's approval.
- d. Any reason for dismissal specified in the personnel plan of the employer.

12.4 Personnel Records –

- a. Each employee shall have the right, upon written request, to examine within fourteen (14) days and copy any and all materials including any and all evaluations, contained in their personal records concerning such employee. The Union shall have access to any employee's records upon written authorization by the employee involved.
- b. Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, other than material submitted by the employee, such employee shall be promptly notified and given a copy of such material.
- c. The Union or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file.

12.5 Any employee may file a grievance based on a personnel evaluation, which results in a demotion, discipline or discharge. Upon determination at any Step of the grievance procedure that such material is either inaccurate or improperly placed in such employee's personnel records, a copy of such determination shall be placed in the personnel file along with such evaluation.

12.6 Written warnings shall be removed from an employee's personnel record after one year provided there is no reoccurrence of the same or similar infraction. Suspensions and demotions shall remain in the file.

ARTICLE 13 - Probationary Period

13.1 An employee will be considered a new employee until he or she completes a probationary period (or test period) of twelve (12) months of work. Termination for any or no stated reason may be initiated by either the City or the employee without recourse or appeal to the grievance procedure.

13.2 The probationary period shall be regarded as an integral part of the examination process and will be used for closely observing the employee's work, for securing effective adjustment of a new employee to the position and if necessary terminating the employee who's "fit" to the job is not deemed satisfactory.

13.3 The Police Chief shall be responsible for affording optimum counsel, guidance and training during the probationary period. Periodically during the probationary period the Chief shall review the performance and progress with the proposed employee. An employee may be removed at any time during the probationary period as recommended by the Police Chief with the employee's knowledge and the final approval by the City Manager.

13.4 The following articles and rights do not apply to an employee during their probationary period:

- A. Article 18 (Leave of Absence)
- B. Section 22.7 (Sick Leave Bank)
- C. 24.2 (Family Medical Leave)

ARTICLE 14 - Seniority

14.1 Definition - Seniority is the length of accumulated, continuous service since the last date of hire. Effective July 1, 2019, part-time employees will accrue seniority on a pro-rated basis based on the number of hours they are regularly scheduled to work per year divided by 2080.

For application of benefits, City seniority shall be used.

For filling vacancies, work schedule, shift openings, lay-off and recall, Police Department seniority shall be used-

14.2 Seniority List - Each year the City shall provide an up to date list of Police Department employees, showing their City, hire date and their department seniority date.

14.3 Termination of Seniority - Seniority and Bargaining Unit employment relationships shall be terminated when an employee voluntarily resigns, leaves a position covered by the bargaining agreement, is discharged for just cause, retires or is retired, quits, is laid off for a period in excess of two (2) years or the length of service of the employee, whichever is less.

14.4 Non-Application of Seniority - Seniority does not necessarily give employees any preference for particular types or work, places to work, machines or equipment.

14.5 Vacancies –

- a. Whenever the City decides to permanently fill a vacancy within the bargaining unit, the position will be posted and interested employees may apply for such positions.
- b. The posting shall include job title, description, pay grade, hours/days if other than Monday – Friday shift, division, in-house closing date, qualifications, where and how to apply. The posting shall be on bulletin boards in each location where the Employer customarily posts notices and shall remain active for at least ten (10) working days. Outside advertising may be concurrent with the posting.
- c. Where all other factors (such as skills, ability, licenses, experience, work record, etc.) are relatively equal, there shall be a preference for the employee with the most seniority.

ARTICLE 15 - Layoffs

15.1 Layoffs shall be conducted on the basis of the employee's seniority provided the employee retained has the ability and qualifications to perform the job. In the event of a layoff, probationary employees shall be laid off first with the last hired being laid off first. Non-probationary employees shall be next to be laid off. Employees to be laid off shall be given at least fourteen (14) calendar days written notice of layoff.

15.2 Employees who are on layoff shall be recalled to available jobs in accordance with their seniority in the reverse order from which they are laid off, provided the employee retained has the ability to perform the job in a competent manner.

ARTICLE 16 - Hours of Work and Meal Periods

16.1 The hours of work in the Police Department of the City of Vergennes is 40 hours per week.

16.2 The normal work week includes approved non-work time such as holidays and leave.

16.3 The normal work week shall be:

a. **Police Department**

The workday shall consist of one (1) eight (8) hour shift with sixteen (16) hours of rest between shifts, or one (1) ten (10) hour shift with fourteen (14) hours of rest between shifts.

The normal work week shall consist of five (5) eight (8) hour days followed by two (2) days of rest or four (4) ten (10) hour days followed by three (3) days of rest, except under emergency conditions in order to properly fill shifts with existing personnel.

For the purpose of this paragraph, a day shall consist of twenty-four (24) hours.

16.4 At the discretion of the Police Chief, a flexible schedule may be permitted provided that all essential department needs are met and the full work week hours of all employees are met.

16.5 Meal periods shall be, a reasonable amount of time, not to exceed 30 minutes and included as time actually worked for permanent full-time and part-time members of the Police Departments.

16.6 Each employee shall have a work shift with a regular starting and quitting time.

16.7 To amend the regular starting and quitting time of an employee or group of employees, the City shall give the affected employees and the Union at least five (5) working days notice, except in cases of emergency.

16.8 Employees with prior approval of the Chief or their designee may swap shifts and/or days off.

16.9 An employee must be expected to work a minimum of four (4) hours beyond his or her regular shift, or, if on a Saturday, Sunday or holiday, he/she is expected to work four hours or more. The employee shall be furnished a reasonable amount of paid time, not to exceed 30 minutes, to consume a meal and each additional four hours thereafter while they continue to work.

16.10 Where multiple shifts or work schedules exist within a department, employees shall be assigned to such shifts or work schedules in accordance with the seniority provisions in Article 14.

16.11 During daylight savings officers who work the overnight shift will receive one (1) hour overtime in November on the date of daylight savings time switch, and be compensated for a full eight (8) hours or ten (10) hour workday (per schedule structure) in March at the date of day light savings time switch.

ARTICLE 17 - Overtime and Special Duty Detail

Overtime

17.1 Work in excess of established work week shall be compensated at time and one-half the regular rate of pay. Paid leave, paid time off, vacation, sick, holiday, etc., shall be counted as time worked for purposes of this article

17.2 In lieu of overtime pay, an employee may request and be granted compensatory time off with agreement of the Chief, provided the employee's request for such compensatory time off is approved prior to working the overtime. Compensatory time off shall be at time and one-half. No employee may be required to request compensatory time off. Compensatory time off may be used/scheduled with prior approval.

17.3 Overtime shall be impartially distributed among personnel who ordinarily perform such work. The Chief shall keep records of overtime work, and is responsible for assuring equitable distribution of overtime. For purposes of this section, overtime refused shall be counted as overtime worked.

17.5 To the extent practical, overtime work shall be voluntary. There shall be no discrimination against an employee who declines voluntary overtime.

17.6 Special Duty Details

At the approval of the Police Chief, Employees may perform special duty details for private employers such as crowd control, traffic control, event management, etc. No such private duty details may involve work at bars. The process for private duty assignments will be as outlined in the City's Personnel Policy Manual. Unless and until otherwise negotiated by the parties hereto, the rate to be earned by Employees performing private duty shall be not less than \$35.00 per hour or 1.5 times the highest hourly rate paid for bargaining unit work under this Agreement, whichever is higher. The Police Chief may disapprove a request for private duty assignment if allowing it would interfere with the accomplishment of the City's work or require that the Employee be replaced at overtime rates in order to accomplish the City's work. The City will develop a standard form contract that will need to be executed with private employers which determines the responsibilities and payment terms between such employer and the City, but covered Employees assigned to such duties shall at all times be considered working as a City Employee for insurance and liability purposes. If an Employee is on their regular schedule and assigned to a special duty detail, the pay rates as noted above shall apply.

17.7 Travel Pay for Required Training

If a City vehicle is available and the employee chooses to use private means of transportation, the employee shall be paid one-half the applicable wage rate for travel time as estimated by Google maps between the Vergennes City office and the training location, or employee residence and training location whichever is less. Where the training is for multiple consecutive days, the employee will be paid such mileage and travel time for one round trip and will be reimbursed for lodging expenses. If the training is at the Police Academy, the employee will be reimbursed for food and lodging expenses at the Academy.

Where an employee chooses to commute to the academy and is authorized to use a City vehicle, one round trip travel time shall be paid per training module.

K-9 OFFICER

Dog Needs:

1. The City of Vergennes will be responsible for all dog food expenses.
2. All necessary veterinary appointments will be paid for by the City of Vergennes. This will include: vaccinations, prescription medications, preventative medications, check ups, and emergency visits to a veterinary clinic chosen by the Handler, and authorized by the Chief of Police or designee.
3. All training tools and dog needs items to include: protective equipment, collars, leashes, harnesses, kenneling equipment, and training equipment will be paid for by the City of Vergennes. All purchases made will first be authorized by the Chief of Police or designee.
4. Any short or long term boarding costs will be paid for by the City of Vergennes in the event the K-9 Handler is injured and unable to care for the dog, or goes on vacation and is unable to take the dog. The boarding site will need to be approved by the Chief of Police or designee, and proper notice of 14 days prior to boarding dates (Vacation only) will be provided to the Chief of Police or designee.

Handler Needs:

1. The K-9 Officer will work a 9 ½ hour shift but be paid for a 10 hour shift as compensation for maintenance of the K-9.
2. A marked Vergennes patrol vehicle will be designated for exclusive K-9 use and will be equipped to safely transport the K-9 to and from the K-9/Handler's residence. All vehicle associated costs to include, fuel will be paid for by the City of Vergennes. All maintenance scheduling will be the responsibility of the K-9 Handler, but needs to be approved by the Chief of Police or designee prior to going into a approved shop or garage for maintenance.
3. An alternate duty uniform approved by the Chief of Police or designee will be purchased for the K-9 Handler at the City of Vergennes's expense, The cost of laundry service will also be the responsibility of the City of Vergennes. Any uniforms damaged or ruined in the line of duty will be replaced by the City of Vergennes with no expense to the K-9 Handler.
4. At the end of the K-9's service to the City of Vergennes and upon retirement of the dog. The Handler will have the option to purchase the animal from the City of Vergennes for the price of \$1.00.
5. The City of Vergennes shall pay for K-9 Handler's annual Vermont Police Canine Association dues from the Police Department budget.

ARTICLE 18 - Call in Pay

18.1 When a full-time employee after departing from their regularly scheduled shift is ordered to report back to work, he/she shall be compensated for a minimum of four (4) hours, unless the work lasts beyond four (4) hours they will receive pay in accordance with the time worked. This provision does not apply to part-time employees.

18.2 When a full-time employee is ordered to report to work on a scheduled day off, he/she shall be compensated for a minimum of four (4) hours, at the rate of time and one-half.

18.3 The provisions of this paragraph do not apply when the employee is scheduled or notified in advance during a regular shift to report back to work for special service. Verbal notice shall be sufficient notice.

18.4 The Chief of Police may require only one employee at any given time to be in an “on call” status between the hours of 2:00 am and 7:00 am. Such status requires the employee to be able to report to the police station within thirty (30) minutes. While on such duty, the employee may be required by the Chief of Police to carry a cellular phone or other electronic device in order to be contacted for emergency work. Employees placed in “on call” status shall be paid seven (\$7.00) dollars per day that the officer is “on call”. This stipend shall be paid in the following pay period.

18.5 Officers who are directed by either the Court of the Chief of Police to attend Court outside of the Officer’s regular work hours shall receive compensation equal to the actual hours spent in attendance at Court at a rate of 1.5 times their regular base rate for a minimum of four (4) hours. An employee directed to duty under this section shall be excused from duty upon conclusion of such court duty.

ARTICLE 19 - Leave of Absence

19.1 When the interests of the City can be shown to benefit, the City Manager, with the recommendation of the Police Chief, may grant leave of absence without pay to an employee, provided the position remains vacant, or is filled by temporary appointment until the expiration of such leave. Each request will be considered in its own merit. Benefits do not accrue while an employee is on leave of absence, which exceeds four weeks. Health insurance may be continued at the City’s discretion if the employee pays the full premiums. Decisions on a request for a leave of absence shall not be grievable.

19.2 A leave of absence without pay shall not be available until an employee has completed one year of full time employment.

ARTICLE 20 - Holidays

20.1 The following holidays shall be granted with pay to permanent full-time employees:

| | |
|------------------------|----------------------------|
| New Year’s Day | Veterans’ Day |
| Martin Luther King Day | Thanksgiving Day |
| President’s Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |
| Labor Day | |

20.2 Holidays shall be observed on the actual day of the holiday.

20.3 All employees who work on a holiday shall be compensated at a rate of time and one-half for all hours worked in addition to holiday pay. Holiday pay will be paid at straight time for a normal work day including employees who are scheduled off that day.

20.5 A schedule will be developed by the Police Chief to continually rotate employees to work in the holidays for the period of the contract on an equitable basis.

ARTICLE 21 - Vacation

21.1 Permanent full-time and eligible part-time employees as per Article 24 – Fringe Benefits, who have completed six months of employment shall be granted vacation leave in accordance with the following schedule:

| Length of Service: | Vacation Hours Credited/Year: |
|-------------------------------------|-------------------------------|
| From date of hire through year five | 1.54 hours per week |
| Year six through year ten | 2.31 hours per week |
| Year eleven through year twenty | 3.08 hours per week |
| Years twenty-one plus | 3.85 hours per week |

21.2 Vacation will be credited as earned by pay period

- a. Use and Accumulation of Vacation Leave. At least one half of the vacation earned during the previous fiscal year of employment must be taken during the subsequent fiscal year. Salary will be paid for accumulated, unused vacation only at termination of employment. Upon termination an employee in good standing shall be paid for accumulated, unused vacation up to the maximum days allowed at the latest rate of pay. Accumulations of vacation in excess of 200 hours will be forfeited at the end of each fiscal year.
- b. Interruption of Service. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the City service and are later restored shall be considered as new employees.
- c. Holiday During Vacation. If a holiday occurs during a vacation leave, it shall be treated as a holiday and not as a vacation leave.
- d. An employee will be required to give one week (7days) notice for a vacation. Vacations will be granted on a first come basis. The Police Chief will treat emergency requests as fairly as practicable in relation to the City's interest.
- e. A denial of vacation must be given within forty-eight (48) hours of the request.

ARTICLE 22 - Sick Leave

22.1 Sick leave with pay may be earned only by permanent employees and part time employees as per Article 25.3 – Fringe Benefits, and shall accrue at the rate of 1.85 hours per week for each completed calendar week of continuous service for a 40 hour work week up to a maximum of 160 hours.

22.2 Sick leave is not a privilege to be used at employee discretion, but shall be allowed by the Police Chief in the following cases:

- a. Personal illness or bodily injury or disease to the extent said injury or disease is not compensable by workers' compensation benefits.
- b. Enforced quarantine in accordance to public health relations.
- c. Childbirth, during any period of disability related to childbirth.
- d. Illness or injury in the employee's immediate family, requiring employee's short-term personal attention and resulting from causes beyond the employee's control.

22.3 Proof of Illness. The Police Chief may require proof of illness for authorized sick leave. Proof of illness is usually a certificate from the employee's physician indicating the nature and duration of the illness. Proof of illness may but will not normally be required for absence less than three (3) days. For absences of three days or more, proof of illness will normally be required. The City may investigate any absence for which sick leave is requested. In the case an employee has missed a significant amount of work due to a significant illness or accident the City may request proof from a health care professional, of the employee's choice, that they've sufficiently recovered to safely and adequately return to work.

22.4 Extended Illness. An employee who incurs an illness, which extends beyond the duration of accrued sick leave and vacation time, shall automatically be considered on leave of absence without pay.

22.5 An employee who will be absent because of an illness will be expected to call by phone to the Police Chief at least one (1) hour before his shift.

22.6 Termination – Upon termination in good standing, with at least fifteen years of service with the City, employees shall be paid 50% of accumulated, unused sick leave accrued at their latest rate of pay.

22.7 Sick Leave Bank: The City permits permanent full-time employees to donate accrued vacation time into a sick leave bank. Paid sick time from the sick leave bank may be granted by the City Manager under the following conditions;

- a. Employee has exhausted all paid sick time
- b. Employee has an illness or non-work-related injury of a substantial nature;
- c. Employee is not receiving disability benefits

ARTICLE 23 - Injury in the Course of Duty

23.1 Employees are covered by Worker's Compensation Insurance, which make payments in lieu of salary due to injuries received on the job. Lost time from a job related injury shall not be charged to vacation or sick leave accruals.

23.2 If an injury is determined to be compensable under Worker's Compensation, the City shall pay the employee's equivalent salary in Worker's Compensation for on the job injuries causing absence of less than three (3) days, since payments are not made under Worker's Compensation for such accidents or period. In addition, permanent employees will receive the equivalent full pay (worker's compensation payment plus additional payment to equal full salary) after taxes for a period not to exceed three (3) months while the disability continues.

23.3 Employees who are unable to perform their regular jobs due to medical disability, but who can perform "light duty" in the opinion of competent medical authority, may in the discretion of management be assigned to any task within their capabilities, including assignment to other City departments where there is a documented need.

23.4 These payments shall be subject to the same rules and regulations as Worker's Compensation Insurance and shall not be paid in cases where the accident shall have been due to intoxication, willful misconduct, or failure to follow established work procedures on the part of the employee.

ARTICLE 24 - Special Leaves

24.1 Permanent full-time employees may, at any time after employment begins, be granted special leave (with pay unless otherwise specified) in the following situations:

- a. Bereavement. Up to a maximum of five (5) days for death in an employee's immediate family, and three (3) days for extended family members. Immediate family is defined as: employee's spouse, children, brothers, sisters, parents, parents of employee's spouse, and grandparents. Upon request to the chief, five (5) days shall be granted if the employee has to travel outside the New England States to attend funeral services. Vacation leave may be permitted for deaths of more distant relatives or friends.
- b. Personal. Up to a maximum of 20 hours in any twelve (12) month period for personal business. No personal leave shall be carried forward to another year, nor shall any personal leave be paid upon termination of employment.
- c. Military. Up to 17 days per year for permanent full-time employees who are members of the National Guard or Reserve components of military services of the United States, when required to serve their annual tour of duty or as otherwise required by law. During this leave, the employee shall be paid only that portion of their regular salary/hourly rate which will together with the total military pay, equal his/her normal salary for the same pay period. Normal full payroll deductions and City contributions for insurance purposes shall be made by the City to cover such periods.
- d. Required Jury Duty. During this leave the employee shall be paid only that portion of his/her regular salary which will, together with the jury pay, equal his total normal salary for the same pay period.
- e. Administrative. When justified by special circumstances, such as a natural or man-caused disaster.

24.2 The City agrees to follow the Family Medical Leave Act and Vermont Parental Family Leave Laws.

24.3 Accrued Leave Information – An employee may inquire at any time as to the status of their accrued leave and will be notified annually as to the status of their accrued sick leave.

ARTICLE 25 - Fringe Benefits

25.1 Insurance

- a. Full time employees shall be provided with group term life insurance in an amount equal to 1.5 times their annual salary, rounded to the nearest thousand dollars. Short term disability income insurance can be purchased by the employee and paid for via a payroll deduction.
- b. The above provisions are subject to all normal regulations and requirements established by the respective insurance carriers.
- c. For health insurance beginning on January 1, 2020 the City shall on behalf of the employees covered by this agreement contribute an amount up to 100% of the Blue Cross Blue Shield Standard Deductible Gold plan premium for any plan that an employee chooses (single, couple, parent and children, family) through Vermont Health Connect.

For all new employees hired after January 1, 2020 the City shall on behalf of the employees covered by this agreement contribute an amount up to 80% of the Blue Cross Blue Shield Standard Deductible Gold plan premium for any plan that an employee chooses (single, couple, parent and children, family) through Vermont Health Connect.

The employer shall pay all first dollar out of pockets through an HRA up to a total of \$5000 per calendar year to each employee through a third party administrator selected by the City Manager.

- d. Retirees have access to continue with the group medical benefit at their own cost until eligible for Medicare for themselves and dependents.
- e. New England PBA Dental Insurance:

The employer agrees to pay 50% premium coverage per member per week to the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employer to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits

25.2 Pension Plan

- a. The City agrees to only contribute the combined amount equivalent to the employer and employee contribution of the Vermont Municipal Employees' Retirement System (VMERS) Group B Plan for each employee. Employees currently in VMERS Plan B may opt to switch to VMERS Plan D. All new employees must join VMERS Plan D once they become eligible to do so.
- b. Deferred Compensation Plan – the City offers employees a deferred compensation plan through the International City Management Association Retirement Corporation. This is an additional optional retirement program, which is available to City employees. Details of this plan are available from the Administrative Assistant.

25.3 Benefits for Part-time Employees

Part time Employees who work 30 hours weekly on average over a period of six months, for the City of Vergennes shall be eligible for vacation, sick, pension, and health benefits on a pro-rated basis. This excludes hours worked under any grant unless said grant reimburses the City for the cost of the above-mentioned benefits.

25.4 Flexible Benefits

- a. The City of Vergennes requires that all full-time employees be covered by medical and hospitalization insurance which meets State and Federal requirements.
- b. Employees who opt not to be covered by the City health insurance plan shall receive \$249.30 per month in lieu of health insurance.

ARTICLE 26 – Contagious Disease

Section 1.

The City shall provide for and maintain an Exposure Control Plan which meets the letter and intent of the OSHA Blood Borne Pathogens Standard, codified as 29 CFR 1910.1330, for the purpose of reducing occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other blood borne pathogens that employees may encounter during their work activities.

Section 2.

The City recognizes that employees may be called upon to respond to incidents involving an imminent threat of injury or death to themselves or others where the carrying out of any action will risk exposure to an obvious blood borne pathogen hazard. The City shall not hold liable any employee who minimizes exposure by first donning all required equipment and clothing, in a reasonable amount of time, prior to engaging the potential blood borne pathogen hazard. The City shall provide to the employee all legal remedies and costs where litigation may commence as a result of the employee's proper and recommended actions in controlling exposure. The City shall provide all the protections and defenses provided to City employees under 24 VSA 901 (a) & (b).

Section 3.

The City will provide, without cost or time lost to the employee, a Tuberculosis screening, and immunizations against the following:

- Tetanus
- Rabies
- Hepatitis-B
- HIV, when available

Section 4 - Reporting System:

The City will maintain a reporting system and recording system for all incidents that could fall under the contagious disease category. This shall be handled by the City Manager or their designee and made available to employees upon request.

ARTICLE 27 - Clothing Allowance

27.1 The City shall furnish all regular full-time employees with the required uniform and equipment as approved by the Chief of Police. Title to all issued uniforms and equipment shall remain with the City. Employees shall sign for all City issued equipment.

27.2 Employees assigned to plain-clothes duty, such as the detective position, shall be reimbursed for clothing for an annual clothing allowance of \$500 upon submission of receipts to the City. If an employee is temporarily assigned by the Chief or his/her designee to plain clothes duty he/she shall receive \$125 at the conclusion of every three (3) month period while on temporary assignment.

27.3 Alterations of issued clothing when needed for all employees will be provided by the City with approval of the Chief of Police.

27.4 The City will continue to provide dry cleaning for all employee's uniforms. With the permission of the Chief, additional dry cleaning may be authorized on a case-by-case basis. Enough uniforms will be provided to allow time for laundering and service.

27.5 A uniform destroyed in the line of duty will be replaced at the City's expense upon approval of the Chief of Police.

27.6 If an employee is required to wear protective clothing or any protective device which shall include rain gear and clothes as a condition of employment, such protective clothing shall be furnished by the City; the cost of maintaining these items shall be paid by the City. No project done in the City of Vergennes will be accomplished in an unsafe manner.

27.7 Members of the Police Departments will be provided the appropriate standard equipment and firearms as required under the direction of the Chief of Police. Employees will be responsible for any additional cost for approved firearms over and above the amount determined by the Chief of Police for a standard issued weapon.

27.8 Full-Time Police Officers shall be provided a firearm with spare magazines, duty ammunition, portable radio, handcuffs, all duty gear (holsters, carriers, cuff cases, radio carriers, glove carriers and flashlight rings), badges, collar pins, nametags and tie clasps. All uniform and duty equipment not specified above which is required to carry out police duties shall be furnished by the City at 100% of the cost.

ARTICLE 28 – Transition of Personnel

Section 1 - Layoff:

In the event of a layoff, the reduction in force shall be in the order as follows:

- a.. Temporary employees shall be laid off first, followed by those employees who are in their initial probation period.
- b. Permanent employees shall next be laid off, in a reverse order of their seniority; the most junior employee being laid off first, without regard to rank, classification
- c. For the purposes of lay off, Detectives will be included in the Patrol Division.
- d. All benefits shall remain in place for a period of three (3) months from the date of layoff, after such time the employee may pick up the City's group according to COBRA provisions.

Section 2 - Recall:

An employee shall be recalled in reverse order of layoff. An employee shall retain recall rights for not more than three (3) years, or until refusal of a job offer from which he/she was laid off, whichever occurs first.

Section 3 - Demotions:

Voluntary:

Voluntary demotions may occur with the approval of the Police Chief and the City Manager. These voluntary demotions shall occur at the request of the employee, and after notice to the Union, who will be given a reasonable opportunity to offer their input. In no event shall a voluntary demotion occur which would cause another permanent employee to be bumped or replaced, unless such action is a result of a layoff.

Involuntary:

An involuntary demotion shall be as a result of a disciplinary action following the procedures outlined in this Agreement. Employees who are demoted shall retain their total length of service seniority and all benefits applicable to such seniority.

All demotions shall result in the employee being placed at the step, in the pay grade of the position to which he/she is demoted, that is the same step as the pay grade of the previous position.

No demotion shall take away the opportunity for the promotion of lower ranking officers. A Sergeant may be demoted to corporal if the Sergeant is qualified.

Section 4 - Promotions:

Temporary:

Employees who are temporarily promoted to a higher paid position for a period longer than 3 days, shall receive the pay-grade of the higher ranked position, at the employee's current step level, for the entire time the assignment is in effect. The employee shall receive any pay adjustments which take effect during the temporary assignment.

Permanent:

The City shall have as its goal the selection of the most highly qualified candidates available for a promotional position within the police department. Upon determination by the City Manager that a promotional vacancy exists, the following selection process will commence:

- a. Vergennes City employees, who are off probation, shall first be considered for any vacancies within the Police Department. Employees who meet the minimum requirements, as outlined in the City job description for the position considered, shall be afforded the opportunity to apply.
- b. Candidates for promotion must have completed the first year of probation in order to be eligible.
- c. In the event fewer than two employees qualify for filling the position, the position may then be advertised externally.

Section 5: ON-DUTY INJURIES AND RETURN TO DUTY

Section 1. Whenever an employee is incapacitated for duty because of injuries sustained in the performance of his/her duty without fault of his/her own, he/she shall promptly notify the Chief of Police or such person as the Chief of Police shall designate. Except as specified herein below, on duty injuries shall be handled by the parties in accordance with Workers Compensation.

Section 2. An employee receiving line of duties injury benefits under Workers Compensation, who is certified by a City designated physician (at the City's expense) to be able to return to full duty, or to be able to perform limited police duties, may be required by the Chief of Police, in accordance with the procedures outlined herein below, to either return to full duty or perform limited duty, as appropriate.

Section 3. (a) If, upon notification from the Chief, an employee disagrees with the City designated physician's determination that the employee may be returned to full duty or assigned to limited duty, the employee may, at his/her expense, be examined by a physician of his/her selection as expeditiously as possible. An employee who disagrees with the determination of the City physician must notify the Chief, within five (5) days of his/her receipt of the Chief's notification, that he/she intends to be examined by a physician of his/her selection. The employee's physician shall notify the Chief in writing of his determination of the employee's fitness to return to full duty or to perform limited duty as soon as possible after such examination.

(b) If the report of the employee's physician supports either a return to full duty or the assignment of limited duty, the employee shall forthwith report for appropriate duty. Failure to report may result in disciplinary action.

(c) If the report by the employee's physician does not support either a return to full duty or the assignment of limited duty, the employee shall be examined by a neutral physician who is a specialist in the area of the employee's injury. The neutral physician shall be designated jointly by the City's physician and the employee's physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the employee within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne by the City.

(d) If the report of the neutral physician supports either a return to full duty or the assignment of limited duty, the employee shall forthwith report for appropriate duty, and failure to report may result in disciplinary action. If the report does not support either a return to full duty or the assignment of limited duty, the employee shall remain on injured on duty status under Workers Compensation.

(e) Each physician who administers an examination under this procedure shall be provided, by the City, a sufficiently detailed description of the physical requirement of the task(s) to which the employee shall be assigned if returned to full duty or assigned to limited duty. Each physician who determines that an examined employee is capable of being assigned to limited duty, but is not capable of a return to full duty, shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is capable of performing, and the recommended number of hours per day and per week that the employee may be assigned to limited duty.

(f) If it is determined that the employee is incapable of a return to full duty or the assignment of limited duty, the City may reasonably require reexamination consistent with prior medical examinations.

Section 4. Limited duty tasks shall be limited to duties that are regularly performed by full-time members of the Department and that are consistent with the employee's medical diagnosis, from among those tasks listed below. No employee shall be assigned limited duty tasks outside of the police station except in civilian clothing.

Limited duty tasks include, but are not limited to:

- (a) Reception
- (b) dispatching
- (c) Typing
- (d) Training
- (e) General clerical work
- (f) Crime Prevention (i.e., citizen's assistance and operation ID)
- (g) Assist in property and evidence room
- (h) Suicide prevention watch
- (i) Computer operation
- (j) Supervision

Section 5. It is understood by the parties that an employee will not be required to report for limited duty and sit idly if there is no legitimate limited duty work available.

Section 6. The City agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on duty status for that portion of the regular work week during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with Workers Compensation.

Section 7. The City agrees that it will pay to an employee on limited duty a sufficient amount of pay each week to assure that the employee's net pay equals, at least, the amount of tax-exempt net pay the employee received while on injured on duty status under Workers Compensation, for his/her entire work week.

Section 8. Limited duty assignments shall not affect the shift assignments of other employees. Employees assigned to limited duty may be assigned to shifts as needed; however, employees assigned to perform limited duty on a night shift shall receive the shift differential.

Section 9. This Article shall also apply, except section 7, to injuries sustained off the job that are not covered under Workers Compensation.

ARTICLE 29 – Reserved

ARTICLE 30 - Training Programs

30.1 The parties agree that in-service promotional opportunities shall be fostered. To make such a policy effective, the parties agree to cooperate when needed in establishing in-service training programs to improve the present capabilities of employees and to qualify them for advancement.

30.2 The purpose of these policies is intended to provide the citizens of Vergennes with professionally qualified and personally capable public employees. In keeping with the purpose, it is the policy of the City to encourage and assist in the professional development of all employees when such assistance is in the best interest of the City service.

30.3 Methods of Professional Development:

- a. On the Job Training – informal training received on the job under the instruction and supervision of the Police Chief, or other designated employee.
- b. Correspondence Training – Semi-formal training conducted by recognized schools or professional organizations for which certificates may be issued but credit for college or vocational degrees is not allowed.
- c. Resident Training – Credit. Same as b. above, except credit for such training is applicable to college or vocational degrees.

30.4 City-Initiated Training. The City Manager shall assure that all employees of the City service are provided with training sufficient to keep them current with practices of their respective disciplines. The nature and frequency of training, except as required by the V.S.A., shall be determined by the City Manager. Direct expenses incurred by the employee for all training suggested or required by the City or the State, except that stipulated within the position description, shall be borne by the City.

30.5 Employee-Initiated Training. Employees may, of their own volition, elect courses of training to further their education or professional development. Such courses shall not interfere with the proper and effective performance of the employee's duties. The extent and nature of City assistance and obligations of the employee shall be determined by the City Manager prior to the start of the course and shall be consistent with the following guidelines:

- a. Two-thirds of employee tuition costs only may be reimbursed upon successful completion of a course, the content of which is deemed to be of direct value to the employee and the City. Other associated costs may be considered for reimbursement. Successful completion of any course shall be a grade equivalent to "c" or higher.

30.6 Mandatory training during non-working hours shall be counted for overtime, except for basic training at the Police Academy for Full Time certification.

ARTICLE 31 - Wages

31.1 General Increases – Effective January 1, 2020 all employees shall be placed in a step system as identified in Appendix B. The City may place a newly hired Employee into a step commensurate with their prior experience giving a step for each two years of experience not to exceed step 10.

31.2 Step Movement - Employees shall only move one step per year on July 1 if the employee has received at least a satisfactory rating on his/her evaluation for the prior year. If the employee receives a satisfactory rating the year after not receiving a step raise then said employee shall move 2 steps to the step the employee would have received previously if they had not received an unsatisfactory rating on the evaluation. The evaluation shall not be subject to arbitration provision of this agreement.

31.3 Part-time police officers currently employed shall be paid at the step 1 rate.

31.4 Shift Premium - A shift premium of \$1.00 per hour will be paid to employees who are required to work from 5:00 PM to 7:00 AM.

31.5 Education Incentive – Employees who have or achieve a relevant degree from an accredited institution, shall be paid an education incentive each week in the following amounts, incentives apply only to the highest degree attained (not cumulative):

Associates - \$0.25 cents per hour
Bachelors - \$0.50 cents per hour
Masters - \$0.75 cents per hour

31.6 Professional Duty Pay - Police Employees who perform the duties of Firearms Training Officer, Field Training Officer shall be paid an additional \$1.00/hr for all hours providing such training. Officers assigned the duties of a detective shall be paid an additional \$1.00/hr.

31.7 Officer in Charge Pay -When the Chief of police appoints an officer in charge in the Chief's absence such officer shall be paid \$5.00/hr in addition to their regular rate for all hours while in charge and on duty. This pay is only applicable for Chief absences of 3 days or longer.

ARTICLE 32 - Modification of the Agreement

32.1 No agreement, understanding, alteration, or violation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

32.2 The failure of the Employer or the Union 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 Union to future performance of any such term of condition and the obligation of the Union and the members to such future performance shall continue in full force and effect.

ARTICLE 33 - Separability Clause

Contract and the Law – Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34 - Availability of Contract

Within thirty (30) days of ratification, at least four (4) copies of the new contract will be provided to the local for review. The Union shall proofread the Agreement and be prepared to execute within thirty (30) days of receipt. Within thirty (30) days of execution, the City shall provide a copy of the contract to each representative.

ARTICLE 35 - Personnel Policy

Any provisions of the Personnel Policy applicable to employees covered by this contract not changed or modified by this Agreement will continue in effect for the duration of this Agreement.

ARTICLE 36 – Drug and Alcohol Testing

The City agrees to follow Federal and Vermont State statutes to include Title 21 VSA Chapter 5 SS 514 Subchapter 11.

ARTICLE 37 – Performance Evaluation Program

The evaluation of an employee's daily work activities under the philosophy of Community Oriented Policing is an important means for management to ensure that continued high standards of performance are achieved by all employees. The department is committed to providing feedback to all employees on their level of performance so the employee can know that the department recognizes good and outstanding performance, work to improve performance and know that the documentation of actual performance will occur. To achieve this end and to comply with department guidelines, it shall be the policy of the Vergennes Police Department to adopt a Performance Evaluation Program as follows:

The performance evaluations will not be used as a reason for discipline, but may be used as supplemental documentation. Performance evaluations are intended to be used as a means to identify and improve upon performance. It provides a way to let employees know how they are doing and what will be expected of them in the future.

PROCEDURES

Evaluations:

Once each year, the performance of each employee shall be evaluated. The evaluation will be conducted by the Chief of Police and will be based on the positions and assignments of that employee for that one year period.

The Performance Evaluation Form will be filled out by the Chief and discussed with the City Manager for review. If the City Manager does not agree with the evaluation, they may suggest that a change be made but can not require it. The City Manager may attach an addendum to the evaluation which reflects his opinion if he deems appropriate. The form shall then be reviewed with the employee and Chief for feedback and counseling. The Chief of Police will sign the form and the original will be placed in the employee's personnel file and kept for two years. A copy will be provided to the employee.

Scope of Evaluations:

Prior to the beginning of each evaluation period, each employee will be made aware of the scope of the evaluations by the Chief. This will include expected tasks, levels of performance and the manner in which they will be evaluated. Employees will receive a copy of their job description for their particular job assignment.

Notice of Performance Needing Improvement:

If during the evaluation process, an employee's rating on one or more factors is judged to need improvement, the Chief will notify the employee at the time of the appraisal. The Chief, with input from the employee, will develop a plan to improve the employee's performance in the areas in question.

Rater / Evaluator Training:

Prior to conducting an evaluation, the Chief will receive instructions in the performance evaluation process. This instruction will include: methods of evaluation, rate responsibilities, coaching techniques and standard procedures for the completion of the Performance Evaluation Form.

Responsibility of the Rater / Evaluator:

It will be the responsibility of the Chief to conduct each evaluation in an impartial and objective manner. The evaluation should be as complete as possible. Every attempt should be made to ensure that an employee receives recognition for good work performance along with any discussion of areas needing improvement.

Ratings:

Each area of evaluations will be rated as one of the following:

- NOT OBSERVED / APPLICABLE
- NEEDS IMPROVEMENT
Performance sometimes reaches expected standard but is inconsistent. Performance is marginal and need to improve. Plan(s) to enhance performance should be developed.
- EFFECTIVE
Performance meets normal expectations. Overall contribution is good. Achievements on assigned tasks are consistently satisfactory and sometimes exceed expectations.
- OUTSTANDING
Performance is consistently of exceptional quality. Assigned tasks are completed with superior results in all areas. Contributions toward departmental goals are unique, beneficial and noticeably outstanding. A top achiever.

FEEDBACK / COACHING:

A feedback session will be held in private. During the feedback session, the employee will be given the opportunity to read the completed Performance Evaluation Form and discuss the results with the Rater/Evaluator. The employee will be given the opportunity to comment on the overall evaluation of individual ratings received, either orally or in writing.

APPEAL PROCESS:

The employee will be given the opportunity to disagree with the evaluation. If not resolved to the employee's satisfaction, appeals will be subject to the Grievance Procedure but not subject to the arbitration provision of this agreement.

UTILIZATION OF PERFORMANCE EVALUATIONS:

The performance evaluation process and form will be used to enhance individual performance and identify specific areas where training might be appropriate. The form will not be used for any disciplinary purposes.

REVIEW OF EVALUATION SYSTEM:

Once a year, a committee consisting of the City Manager or their designee, the Chief of Police, and two designated members of the Union, will review how well the system functions and services the department. The review will also include the Performance Evaluation Form to determine if it meets current department needs and objectives.

AREAS OF EVALUATIONS:

The areas of evaluations shall be as follows:

- Professional Appearance
- Adaptability
- Initiative
- Use and Care of Equipment
- Working Knowledge of Laws
- Working Knowledge of Rules and Regulations
- Working Knowledge of Patrol Tactics
- Working Knowledge of Completing Forms
- Verbal Communication
- Rapport with Officers and Citizens
- Time Management
- Problem Identification
- Implementation of Plan of Action
- Management of Assignments and Supervision
- Completion of Incident Reports
- Appropriate Follow Up
- Safety Awareness
- Handling Prisoners
- Self-Control in Stressful Situations
- Use of Communication Equipment
- Timely Completion of Training

Assessment Form shall be attached as Appendix D

ARTICLE 38 - Duration of Agreement

38.1 This Agreement shall take effect as of January 1, 2020, and shall be in full force and effect for a term up to and including June 30, 2022, but all obligations of the Employer under this Agreement to pay wages and provide benefits are subject to City Council approved budget.

38.2 This Agreement shall automatically remain in full force and effect until a new successor Agreement has been reached. Should either party wish to begin collective bargaining discussions for a successor Agreement, notice of such intent may be made in writing to the other party no sooner than 180 days before the expiration of the term of this Agreement.

IN WITNESS THEREOF, this Agreement, which shall take effect as a sealed instrument, has been executed in triplicate originals at Vergennes, Vermont, on this ____th day of December 2019, by the parties hereto.

For the City of Vergennes

For New England PBA

Appendix B – Wage Table and Placement

January 1, 2020 - June 30, 2022

| | Academy | Training | PS - 1 | PS - 2 | PS - 3 | PS - 4 | PS - 5 | PS - 6 | PS - 7 | PS - 8 | PS - 9 | PS - 10 |
|-----------------|---------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Patrol | \$18.00 | \$19.00 | \$19.55 | \$20.14 | \$20.74 | \$21.30 | \$22.00 | \$22.78 | \$23.46 | \$24.17 | \$24.89 | \$25.64 |
| Corporal | - | - | \$23.26 | \$23.96 | \$24.68 | \$25.42 | \$26.18 | \$26.96 | \$27.77 | \$28.61 | \$29.47 | \$30.35 |
| Sergeant | - | - | \$24.51 | \$25.25 | \$26.00 | \$26.78 | \$27.59 | \$28.41 | \$29.27 | \$30.14 | \$31.05 | \$31.98 |
| | PS - 11 | PS - 12 | PS - 13 | PS - 14 | PS - 15 | PS - 16 | PS - 17 | PS - 18 | PS - 19 | PS - 20 | | |
| Patrol | \$26.41 | \$27.20 | \$28.02 | \$28.86 | \$29.72 | \$30.61 | \$31.53 | \$32.48 | \$33.45 | \$34.46 | | |
| Corporal | \$31.26 | \$32.20 | \$33.16 | \$34.16 | \$35.18 | \$36.24 | \$37.33 | \$38.45 | \$39.60 | \$40.79 | | |
| Sergeant | \$32.94 | \$33.93 | \$34.95 | \$35.99 | \$37.07 | \$38.19 | \$39.33 | \$40.51 | \$41.73 | \$42.98 | | |

Placement

| Officer | Step Upon Rat | 2020 | 2021 |
|------------|---------------|----------|----------|
| Ouellette | S PS - 5 | S PS - 6 | S PS - 7 |
| Greenslet | C PS - 4 | C PS - 5 | C PS - 6 |
| O'Neill | P PS - 7 | P PS - 8 | P PS - 9 |
| Barber | \$21.61 | P PS - 6 | P PS - 7 |
| Harter | P PS - 4 | P PS - 5 | P PS - 6 |
| Stacey | P PS - 4 | P PS - 5 | P PS - 6 |
| Tiraboschi | P PS - 1 | P PS - 2 | P PS - 3 |

Appendix C – Acknowledgement of Arbitration

In accordance with the §5652(b) of Title 12 V.S.A., Chapter 192, Arbitration Act, the following addendum is added to the agreement.

It is understood that this Agreement between the City of Vergennes and the New England Police Benevolent Association, Inc. contains an agreement to arbitrate. After signing this document, it is understood that neither party will be able to bring lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such dispute to an impartial arbitrator.

For the City of Vergennes

For New England P.B.A

Appendix D – Performance Evaluation Assessment Form