

AGREEMENT

BETWEEN

CITY OF MONTPELIER

AND

**MONTPELIER POLICE ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 003**

July 1, 2014

through

June 30, 2017

FINAL COPY

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This Agreement between the City of Montpelier (the "City") by and through its Manager, and Fraternal Order of Police (FOP) (the "Union").

W I T N E S S E T H :

ARTICLE 1
RECOGNITION

Section 1. In accordance with the Certification of the State Labor Relations Board dated April 9, 1974, as amended on the 13th day of April, 1989, the City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours and conditions of employment for all permanent police patrol officers, detectives, parking meter enforcement officers and clerk dispatchers, excluding all other employees.

Section 2. The City, through its Manager, Mayor, City Council or any City Council member, will not negotiate with nor make individual agreements with employees or groups of employees covered by this Agreement except with the express prior consent of the Union. It shall be considered a violation of this Agreement for employees or groups of employees or anyone acting on their behalf who is not a Union agent to approach the Manager, the Mayor, the City Council or any City Council member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

ARTICLE 2
PAYROLL DEDUCTION OF UNION DUES

The City agrees to deduct Union dues, on a payroll basis, from the pay of employees who have given written authorization to the City for such deductions and to transmit the amounts collected by direct deposit to the bank of the Fraternal Order of Police, as designated in writing to the City by the Union.

In the event the employee does not have any pay for a particular period, or in the event that the employee does not have a sufficient sum due him after deductions have been made for taxes, social security, pension, medical insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

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

Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which the dues are deducted.

ARTICLE 3
MANAGEMENT RIGHTS AND EMPLOYEE OBLIGATIONS

Section 1. Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, City Council and Police Chief reserve and retain all rights granted by law and customarily belonging to or exercised by public management.

Section 2. During the life of this Agreement, employees shall not strike, nor shall the Union encourage any such strike. A "strike" is a withholding of services in any form or a deliberate interference with the performance of municipal functions. The Union shall disavow any such strike and take prompt and vigorous action to end it. Full compliance by the Union with this Section shall excuse the Union from financial responsibility for the strike.

ARTICLE 4
NON-DISCRIMINATION AND SEXUAL HARASSMENT

Section 1. Neither the City nor the Union shall discriminate against an employee on the basis of race, religion, color, ancestry, national origin, sex, sexual orientation, place of birth, age, political affiliation, or membership or non-membership in the Union or against a qualified individual with a disability.

Section 2. The City's sexual harassment policy, which is attached as Appendix 3 shall be applicable to members of the bargaining unit. During the life of this Agreement, the City may modify this policy based upon legal dictates; however, any modification which is not the result of legal dictates must be negotiated with the Union.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is any dispute concerning the interpretation or application of this agreement, except as provided in Article 15, Probationary Period, arising after its effective date and shall be processed as follows:

Step 1. The written grievance to the immediate supervisor outside the bargaining unit at the time the grievance is submitted, who shall respond in writing within two (2) days.

Step 2. The written grievance to the Chief who shall meet with the grievant and not more than two (2) Union representatives within two (2) days after receipt of the written grievance and who shall respond in writing within three (3) days after the meeting.

Step 3. The written grievance to the City Manager who shall meet with the grievant and his/her Union representative within four (4) days after receipt of the written grievance and who shall respond in writing within seven (7) days after the meeting.

Section 2. If an alleged grievance is denied because it does not meet the definition of a grievance as set forth in Section 1, then the determination that the alleged grievance does not meet the definition as a grievance as set forth in Section 1 may be appealed to the succeeding step(s) of the grievance procedure. If the City determines that the alleged grievance cannot be submitted to arbitration in accordance with Section 3, because the alleged grievance does not meet the definition of a grievance as set forth in Section 1, then the procedure for determining the arbitrability of the alleged grievance would be in accordance with the applicable provisions of Vermont law, provided, however, that the Union and the City may, by mutual agreement, submit the issue of arbitrability of the alleged grievance to an arbitrator.

Section 3. If the grievance is still unsettled, the Union, and not any individual employee(s), may request arbitration. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel provided by the Federal Mediation and Conciliation Service ("FMCS"), in which event the arbitration will be conducted under the rules of the FMCS. The expenses for the arbitrator's services shall be shared equally by the City and the Union. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement or any of its provisions, nor to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement.

Section 4. A grievance shall be deemed waived and settled on the basis of the City's last answer unless:

(a) submitted at Step 1 within ten (10) days after the Union or the grievant knew or should have known of the occurrence or non-occurrence of the incident upon which the grievance is based, except that in the case of a discharge, submitted at Step 2 within (5) days;

(b) submitted to Step 2 within three (3) days after the response of the supervisor is due;

- (c) submitted to Step 3 within three (3) days after the response of the Chief is due;
- (d) submitted to arbitration within ten (10) days after the Manager's response is due.

Submission to arbitration shall be accomplished by letter, postage prepaid, addressed to the Federal Mediation and Conciliation Service (or to a mutually selected arbitrator) and postmarked within the time limit herein provided. A copy of such letter will be mailed concurrently to the City Manager. The limits hereunder may be extended by mutual agreement.

Section 5. "Days" hereunder shall mean work days. "Work days" as used in this Section shall mean Monday through Friday inclusive, excluding Saturdays, Sundays, and days on which City Hall is closed.

Section 6. In any case where an individual employee is processing a grievance without Union representation, the Union shall be entitled to attend and participate at any step of the grievance procedure.

Section 7. NOTICE: SEE APPENDIX I FOR ACKNOWLEDGMENT OF ARBITRATION.

ARTICLE 6
DISCIPLINE AND DISCHARGE

Section 1. An employee who has completed his/her probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be expedited through the grievance procedure, and in the case of discharge, in writing at Step 2 within five (5) working days.

Section 2. The parties jointly recognize the deterrent value of a disciplinary action. Accordingly, whenever appropriate, the City will:

- (a) act promptly to impose discipline within a reasonable time of the offense;
- (b) apply discipline with a view toward uniformity and consistency of punishment;
- (c) ordinarily employ a procedure of progressive discipline:
First Violation - Written warning;
Second Violation - Suspension (with written notice);
Third Violation - Discharge, and
- (d) base discipline upon violations of the Police Department's Rules and Regulations or this Agreement or both.

Nothing in this Section shall prohibit the City from bypassing progressive discipline when just cause requires, or from applying disciplinary action of differing degrees. The failure of the City to employ progressive discipline in any such case shall not by itself be deemed a violation of the "just cause" standard.

Section 3. Disciplinary action (written warning, suspension or discharge), or the discussion thereof, will be taken privately and, except where not reasonably practical, in the presence of the Union steward or a Union officer, if requested by the employee. The Union Steward shall be notified prior to any disciplinary action or discussion, to ensure that each member has the opportunity for representation.

Section 4. A written warning will be removed from the employee's personnel file after two (2) years unless merged into a suspension or discharge and placed into a department record of disciplinary action file. This file is to be maintained as a departmental liability file and cannot be used as a basis of further disciplinary action. The employee shall be notified in writing when a written warning is removed from the employee's personnel file.

Section 5. When the term "when just cause requires" is used in Section 2 of this article, it means that there are appropriate cases that may warrant the City to bypass progressive discipline or applying discipline in differing degrees as long as it is imposing discipline for just cause.

ARTICLE 7
HOURS OF WORK

Section 1. General. It is recognized that employees' daily and weekly schedules are based on police protection requirements and are subject to change. The City necessarily retains the right to schedule employees for work, and it is the obligation of the employees to work as scheduled.

Section 2. Work Week.

(a) The payroll period shall consist of two consecutive work weeks. The work week shall consist of forty (40) hours, five (5) work days, within a period of seven (7) consecutive calendar days. The work day shall consist of eight (8) hours within a period of twenty-four (24) consecutive hours, beginning at 0001 hours and ending at 2400 hours. Employees will normally be scheduled for two (2) consecutive days off per work week.

(b) Or, upon recommendation of the Chief of Police, subject to the approval of the City Manager after consultation with the City Council, a 4-10 work week may be established which shall consist of forty (40) hours, four (4) work days, within a period of seven (7) consecutive calendar days. The work day shall consist of ten (10) consecutive hours within a period of twenty-four (24) consecutive hours, beginning with the starting time and ending with the starting time the following day. Employees will be scheduled for not less than two (2) consecutive days off and will normally be scheduled for three (3) consecutive days off, subject to the work schedule requirements of the Department. Work schedules shall be posted 30 days in advance.

(c) Subject to Section 1 above, and Section 3(a) of Article 8, no employee of the Department will volunteer for, nor be scheduled for work that exceeds sixteen (16) hours in any twenty-four (24) hours period. Further, no employee of the Department shall work more than seventy-two (72) hours in any given work week. For the purpose of this subsection, "work" shall include overtime and private jobs.

(d) Department Meetings. The Chief of Police may schedule up to two (2) Department Meetings totaling not more than four (4) hours per year. These meetings shall be considered as hours worked and shall be paid at the appropriate rate.

(e) Travel Pay. Employees will be compensated at their normal rate of pay when traveling to and from Department mandated functions, provided, however, that except as may be required by "applicable law," employees shall not be compensated for "home-to-work" travel. Travel time shall not be considered as hours worked for purposes of computing overtime and/or time and one-half payments under any provision of this contract, including scheduled days off, except as required by applicable law. The amount of travel time for which the employee is compensated shall be determined by the Chief, which determination will not be unreasonable. The employee shall discuss with the Chief the amount of travel time for which the employee is to be compensated. This discussion may take place either prior to or after the actual date of travel. Except as required by applicable law, travel time shall not include delays or unscheduled holdovers. In the event that the use of the employee's motor vehicle for travel is authorized, the employee shall be reimbursed at the allowable federal mileage rate in effect.

Section 3. Where practical and subject to the operating needs of the Department as determined by the Chief,

- (a) Employees other than dispatchers will not be scheduled to work split shifts.
- (b) A work shift will have regular starting and quitting time. Under the present operating schedule, the normal starting and quitting time for a shift is as follows: (Note: If option (b) of Section 2 is exercised and becomes effective, this subsection (b) of Section 3 shall become null and void.)

First Shift	12:00 Midnight to 8:00 AM.
Second Shift	8:00 AM to 4:00 PM.
Third Shift	4:00 PM to 12:00 Midnight.

- (c) Subject to the operating needs of the Department, the Chief will maintain a policy of combined rotating and semi-permanent shifts. Assignment to any particular shift is in the sole discretion of the Chief, who may consider individual cases.

Section 4. The Chief 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. Any such change shall be posted promptly.

To the extent that operating conditions permit, the Chief will give seven (7) days notice before any such change is instituted, except in the case of an employee who is permanently transferred from one shift to another shift.

Any employee permanently transferred from one shift to another shift shall be given notification of the transfer and the reason(s) for the transfer. To the extent that operating conditions permit, the Chief will give the employee notification of the transfer at least fourteen (14) days prior to the effective date of such transfer.

Section 5. Permanent Part-time Employees - Are defined as those bargaining unit employees regularly scheduled to work twenty four (24) hours, or more, in a work week as defined in Article VII, Section 2. Employees under this category shall receive leave benefits on a prorated basis measured by the ratio that the average number of hours in their work week bears to a forty (40) hour work week. Full insurance benefits are available, or a prorated premium basis, only as allowed by the City insurance carriers.

Section 6. Extra work - If an employee is required to attend a department-represented function, such as traffic court, parade, or a required meeting, that has received approval by the on-duty supervisor or the Chief of Police, and that function is not during the employee's scheduled work hours, that employee will receive four hours of compensation at one and one-half their base rate of pay. If an employee starts their scheduled shift in less than four hours of the previously described function, the employee will be paid as above between the function start time and the start of their shift.

Section 7. Dispatcher Scheduling. The parties agree that two dispatchers on duty is preferable for all shifts other than the midnight shift. The Employer will regularly schedule two dispatchers during the day and evening shifts and will make best efforts to fill vacant shifts during these times. Best efforts shall consist of calling all eligible union and non-union dispatchers and holding over eligible dispatchers. Union members will make best efforts to be available for call in and to accept such vacant shifts when offered.

ARTICLE 8
OVERTIME

Section 1. Overtime work shall be paid at time and one-half the straight time hourly rate determined by dividing weekly pay by forty (40). Compensatory time off may be taken in lieu of overtime pay at the rate of one and one-half hours of compensatory time for each hour of overtime worked, if requested by the employee and granted by the Chief in his/her sole discretion. Compensatory time can be accrued up to a maximum of seventy two hours (72). The use of compensatory time shall not be unreasonably denied. Overtime shall be computed to the next quarter hour. Upon 30 days notice, all requests for compensatory time off shall be granted.

Section 2. Overtime work shall be defined as all assigned or approved work in excess of the regular work week as defined in Article VII, Section 2. Paid sick leave, vacation leave, compensatory time off and incidental leave shall be considered as time worked for the purpose of computing overtime under this Section.

Section 3.

(a) Employees may be required to work overtime in emergencies or as the needs of the Department require.

(b) Subject to (a) above, if the City decides to temporarily fill a vacant bargaining unit position for all or any part of the time which the position is vacant by the use of overtime, or if the City decides to temporarily replace an officer in the bargaining unit who is on authorized leave for all or any part of the time that the officer is on such leave by the use of overtime, for the first five (5) consecutive calendar days or less for each incident, then the Chief or his/her designee shall first offer such overtime work to regular police officers in the bargaining unit, by seniority, as follow:

1. The overtime will first be offered to the senior regular police officer, without regard to day off, unless the police officer has eight (8) or more hours of actually worked overtime in the current work week; the work week being defined from Tuesday through Monday inclusive. When an officer has less than eight (8) hours of overtime in the current work week, the officer will maintain the officer's position on the seniority call list. That officer will be eligible to work up to an additional full eight (8) hours of overtime in that current work week.
2. If the senior officer has eight (8) hours or more of actually worked overtime in the current work week, or has refused the overtime, then the overtime will be offered to the next police officer in line of seniority, without regard to day off.
3. If the next officer in line of seniority has eight (8) or more hours of actually worked overtime in the current work week or has refused the overtime, this process shall continue down the seniority call list until such overtime is filled.
4. In the event that overtime is not able to be filled with bargaining unit police officers, the overtime may be offered to other officers, including special officers, in the sole discretion of the Chief or his/her designee.

5. In the event that the position is temporarily filled by the use of overtime, or the City temporarily replaces a regular officer in the bargaining unit by the use of overtime for more than five (5) consecutive calendar days, then the overtime work for the first five (5) consecutive calendar days for each incident shall first be offered to regular police officers in the bargaining unit in accordance with the above. The Chief or his/her designee may offer any overtime after the first five (5) consecutive calendar days to regular police officers in the bargaining unit, by seniority, in accordance with the above, or to other officers including special officers.

6. Reasonable efforts to reach or contact such officers shall suffice in all of the above Section 3, subsections (b) #1, #2, #3, #4 and #5.

7. Nothing contained in this section shall limit the rights of the City to temporarily fill a vacant bargaining unit position for all or part of the time it is vacant, or to temporarily replace a regular officer in the bargaining unit for all or part of the time the officer is on authorized leave of absence by means other than overtime; however, the parties agree that in either of such events, if the position is filled or the officer is replaced, the first day and up to five (5) consecutive calendar days will first be offered to regular police officers in the bargaining unit.

8. Overtime that is posted and signed up for by a member of the bargaining unit is approved overtime. The employee who has signed up for the overtime shall not be bumped under any other provision of the contract when there is less than twenty-four (24) hours remaining before the start of the overtime. A bargaining unit employee who signs up for a portion of an eight hour shift can be bumped by a bargaining unit employee who wishes to work the entire posting. A bargaining unit employee, who, with less than twenty-four (24) hours before the start of the posting, removes their name from the sign up, shall immediately notify the supervisor on duty of the action. It is also the responsibility of the canceling employee to find a replacement, unless the supervisor agrees to accept that responsibility.

- (c) Overtime rules apply for all members of the bargaining unit, within their separate classifications, and then certifications.
- (d) Reasonable efforts to reach or contact officers or dispatchers shall suffice. If the City is unable to contact a member of the bargaining unit, the Department shall treat the lack of contact as a refusal. In the event that a member of the bargaining unit uses an answering machine, the Department will leave a message on the answering machine indicating the need for overtime. In any event the offer of overtime will be considered a refusal unless the officer or dispatcher recalls the Department and accepts the overtime, should the overtime still be available.

- (e) Subparagraphs (b), (c) and (d) shall not apply to any employee who is called in early to work prior to the normal commencement of the employee's scheduled work shift and an employee who is required to remain at work after the normal termination of the employee's scheduled work shift.
- (f) Each member of the bargaining unit will be given the opportunity to make a statement of exclusion from the overtime list.

Each member of the bargaining unit can elect to remove their name from overtime consideration for brief and specific periods of time. Such notice shall be in writing to the scheduling officer. It is the responsibility of each member of the bargaining unit to indicate in writing the right to return their name to the overtime list.

- (g) Overtime, when authorized, shall be offered first to members of the bargaining unit by seniority according to the eligibility list. Members of the bargaining unit who have worked eight (8) or more hours of overtime in the current work week will not be contacted for overtime until all other eligible members of the bargaining unit have had an opportunity to be contacted and accept or decline according to the provisions of the Article.
- (h) In the event overtime is created by the absence of a Corporal who is scheduled to serve as the shift's supervisor, the overtime shall first be offered to regular supervisors. In the event the overtime cannot be filled with a regular supervisor, the overtime shall be offered to the remaining Corporals by seniority in accordance with Section 3 (b).
- (i) Those officers who have been designated Corporals, retain their seniority based eligibility for patrol overtime. Should the Department offer overtime to fill a vacancy in a Supervisor's position, it will be offered first to all Supervisors. Should no Supervisor accept the overtime then it shall be offered to Corporals by seniority in accordance with Section (b).
- (j) For the purposes of this Section, probationary employees will be considered bargaining unit members, unless otherwise disqualified.

Section 4. In no event will overtime or private job assignments be offered or accepted if the officer is on sick leave or so-called sickness in the family during the applicable twenty- four (24) hour period.

Section 5. If an employee who has left his/her last work station or last duty assignment after having completed work on his/her regular shift is recalled to work, s/he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay. An employee who is called in early to work prior to the normal commencement of his/her scheduled work shift and works continuously from the time s/he reports, or who works beyond the quitting time of the scheduled work shift, shall be paid on an overtime basis for the actual time worked in excess of the regular work shift, but not be guaranteed the four (4) hour minimum.

Section 6. In the event that an employee is scheduled by the City to work sixteen (16) consecutive hours, the second eight (8) hours shall be paid at the rate of time and one-half the employee's straight time hourly rate.

Section 7. Overtime work shall not include swapped work shifts between individual officers by their mutual agreement. The swapping of work shifts shall be subject to the approval of the Chief or his/her designee.

Section 8. In the event that the Federal Fair Labor Standards Act is amended so as to apply to local governments, it shall then be recognized that the statutory definition of "hours worked" or "overtime" may differ from the definitions under this contract. The City reserves the right to declare work periods other than specified in this Agreement to be applicable in cases where the definitions of the FLSA are deemed to apply by operation of law, so long as there is no violation of this Agreement.

ARTICLE 9
PRIVATE JOBS

Section 1. DEFINITIONS: A private job is outside work in law enforcement or related activities, on a special detail through the Montpelier Police Department, for a separate and independent employer (public or private). Private jobs are performed by law enforcement officers solely at the officer's option.

Section 2. An officer who works for a private job shall be paid at the rate of one and a half their base rate of pay per hour, with a four (4) hour minimum guarantee, time computed to the nearest quarter hour. If the event, for which the Officer was scheduled to work, is canceled and the Officer is not notified within four (4) hours prior to the start of the detail, the Officer will receive a four (4) hour minimum.

The City reserves the right not to provide outside work services in the event of payment disputes with a contracting firm, agency, and/or individual.

The City reserves the right to charge the outside employer more than the hourly paid detail rate which the employee receives through the City's payroll system.

Section 3. Work for a private job shall be on a voluntary basis. Notice of approved jobs shall be posted as they become known, in a designated location at the Police Department. Work on private jobs shall be subject to the approval of the Chief of Police or his/her designee.

A. Work on private jobs shall be on a rotating basis without consideration to rank, seniority or days off. For purposes of rotation, an officer's last actually worked private job will determine whether the officer has first choice to work the private job. The officer who has the least current date of a private job actually worked will have first choice for the duty.

B. Officers who have actually worked a private job will have the responsibility, upon completion of the duty, to initial the OUTSIDE WORK CALENDAR for documentation of actually worked private jobs. The OUTSIDE WORK CALENDAR, designated by the Chief, shall be referred to in determining the date last worked for the purpose of rotation concerning this article.

C. An officer who has volunteered for a private job, within twenty-four (24) hours from the starting time of such private job, accepts the responsibility (subject to the discretion of the Chief) to work the private job, unless the private job is filled with another officer, subject to Section 3A of this article. An officer who is sick during the applicable twenty-four (24) period shall notify the on duty supervisor of that officer's inability to work such private job. An officer who violates this paragraph shall be considered as having worked the private job for the purpose of rotation.

When an officer volunteers for a private job within the applicable twenty-four (24) hours of such private job, that officer shall not be offered or accept overtime, as defined in Article 8, Section 2, which coincides with the private job.

D. In no event will any officer accept or be offered any private job if that officer is on sick leave or so-called sickness in the family during the applicable twenty-four (24) hour period.

E. Regular officers shall have preference over special officers.

F. The Chief reserves the right to remove from the detail list any officer whose work on private jobs impairs his/her ability to perform regularly scheduled police work.

G. The rotation set forth above shall not apply to any alcohol enforcement project such as PADD, SHARP, or START. An officer who is not scheduled to work may volunteer for this assignment. Once an officer has volunteered for this assignment, all other officers who have not volunteered shall have first refusal prior to that officer again being eligible to volunteer for such an assignment.

Section 4. An officer who voluntarily works for another law enforcement agency and, arising from that employment, is summoned to court for the purpose of giving testimony arising from that employment, shall not be entitled to compensation from the City of Montpelier. Other work provided under this article shall not be considered as time worked for the purpose of computing overtime under Article 8.

ARTICLE 10
HOLIDAYS

Section 1. The following days shall be recognized as holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Town Meeting Day	1 st Tuesday in March
Memorial Day	Last Monday in May
Independence Day	July 4 th
Bennington Battle Day	August 16 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

Section 2. Eight hours are to be credited annually for the Day after Thanksgiving. Use of this time shall be consistent with all other provisions contained herein concerning the use of compensatory time.

Section 3. Each permanent and probationary employee shall be entitled to receive holiday pay, up to a maximum of eight (8) hours, for each official legal holiday, as herein established, computed on the regular base rate of pay.

Holidays will be paid during the pay period in which they fall.

In the event that an employee is on disability leave on the day before Christmas and works Christmas Day, or the employee is on disability leave the day before New Year's Day and works New Year's Day, the employee will be excused by the Chief and will be paid for the holiday.

Section 4. In the event that work is required of any employee on any of the scheduled official holidays, the employee shall be paid time and one-half for all hours work on said holiday computed at the employee's base rate of pay. This is in addition to the holiday pay mentioned in section 3 of this article.

Section 5. In order to be eligible for holiday pay, an employee must work on the holiday, including the day before Christmas Day and the day before New Year's Day, if scheduled, and the employee's last regularly scheduled tour of duty before the holiday and the employee's first regularly scheduled tour of duty after the holiday, unless the employee is on approved sick leave, vacation, compensatory time, work related injury leave, or excused by the Chief, which excuse will not be unreasonably denied. In no event shall an employee who is receiving short term disability income insurance benefits, in accordance with Article 12, Section 9, be eligible for pay for any holiday occurring during the time of the employee's disability.

As used herein, the phrase "regularly scheduled tour of duty" shall include the tour of duty to which an absent employee otherwise would have been regularly scheduled.

Section 6. In the event of an employee's death, his/her accrued holiday pay will be paid to his/her designated beneficiary.

Section 7. In the event of a special holiday proclaimed by the President or the Governor of Vermont or the Mayor of Montpelier, for which holiday all City employees except Public Safety employees receive a work day or a fraction of a work day off without loss of pay as a result of said proclamation, employees covered by this Agreement shall be granted extra straight time pay, computed on the employee's base wage, for the time off that other City employees receive without loss of pay, up to a maximum of eight (8) hours, or compensatory time off at the rate of one (1) hour of compensatory time for each hour of time off that other City employees receive without loss of pay, up to a maximum of eight (8) hours. The City shall determine whether an employee shall receive extra straight time pay or compensatory time off, in its discretion.

Section 8. Upon termination of employment for any reason, voluntary or involuntary, an employee will be paid his/her accrued holiday pay.

ARTICLE 11
VACATIONS

Section 1.

A. Each permanent employee in a full-time position shall accrue vacation days as follows:

- (a) A new employee shall not accumulate nor use vacation days until the completion of his/her probationary period.
- (b) Upon completion of the probationary period, an employee shall be credited with one (1) vacation day per completed calendar month of employment during his/her probationary period.
- (c) An employee who has completed the probationary period, but with fewer than seven (7) years of full-time employment, shall accrue vacation days at the rate of one (1) day per completed calendar month of employment. Total accumulation may not exceed thirty (30) days.
- (d) An employee with seven (7) or more years but fewer than fourteen (14) years of full-time employment shall accrue vacation days at the rate of one and one-half days per calendar month of employment. Total accumulation may not exceed thirty-five (35) days.
- (e) An employee with fourteen (14) or more years of full-time employment shall accrue vacation days at the rate of two (2) days per calendar month of employment. Total accumulation may not exceed forty (40) days.

B. Working Vacations Disallowed. Vacations with pay are intended as a period of rest and relaxation, and no employee shall be allowed to work for the City during his/her vacation to receive extra pay, except as noted in Section 2.

Section 2. Vacation leave shall ordinarily be time off with regular weekly straight time pay, except that in extraordinary circumstances as determined by the Chief, an employee may be required to work on a vacation day. An employee who is required to work on his vacation day shall receive his/her regular vacation pay for such day, and in addition shall receive either an extra vacation day with pay, plus an extra half-time premium for work on the vacation day; or an extra day's pay at time and one-half for work on the vacation day.

Section 3. Upon written notice of at least 30 days, an employees' request for planned vacation time shall not be unreasonably denied subject to the operating needs of the department. Seniority will control in the event of any conflict between employees over vacation scheduling where operating requirements permit

The Chief of Police may approve a request for less than five (5) days vacation leave submitted in writing not less than five (5) days prior to the commencement of the vacation leave. Such approval or disapproval shall be in writing. No such approval shall be granted in any case where the request or any part thereof conflicts with the written request of an employee submitted at least thirty (30) days prior to the commencement of his/her vacation.

Posting of available overtime for a requested vacation does not constitute approval of vacation leave. Vacation leave must be specifically approved by the Chief of Police or his/her designee.

Section 4. An employee whose employment is terminated involuntarily by death or dismissal, or an employee who voluntarily quits or retires after having given two (2) weeks' advance notice to the Chief shall receive pay for his/her unused vacation time.

ARTICLE 12
SICK LEAVE, WORK-RELATED INJURY LEAVE,
AND DISABILITY INCOME INSURANCE

Section 1. Paid sick leave shall accrue at the rate one (1) day for each month in which the employee actually works twelve (12) or more tours of duty. Vacation time shall be considered as actual work for the purpose of this Section. Unused sick leave may accumulate from year to year, to a maximum of 120 days.

Section 2. Leave for family illnesses will be granted consistent with the Federal and State Family and Medical Leave Acts. (FMLA)

The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA).

The full text of the state and federal laws are included in the appendices, Appendix 5.

Subject to the needs of the Department, as determined by the Chief, an employee may be released from his/her tour of duty on a paid sick leave basis when such employee is required to undergo medical, optical or dental treatment which cannot be scheduled during off-duty hours. The employee shall give the Chief as much advance notice as possible of such scheduled appointments.

Employees who have submitted a resignation shall not be eligible for sick leave unless a doctor's certificate is provided by the employee's physician indicating that the employee is indeed ill and unable to work. This provision may be waived by the Chief of Police in reasonable circumstances.

In the event that a leave may be granted under the provisions of Article 14, Section 2, Incidental Leave, and Article 12, Section 2, Sick Leave, the employee shall have the option to apply for leave under either section.

Section 3. Employees absent for reasons set forth in Section 2 shall report such absence to the Chief immediately, together with the reason for the absence. A doctor's certificate may be required by the Chief of Police in any instance of absence in excess of two (2) consecutive tours of duty, or a pattern of abuse. The cost of the visit to obtain a certificate will be paid by the City.

Section 4. As an incentive program, each employee who works three consecutive work schedules without using sick leave will be granted a bonus of eight hours pay. Eight hours of personal leave may be granted in lieu of eight hours pay, if requested by the employee and granted by the Chief of Police in his/her sole discretion. The employee would then be able to again start earning the incentive upon the start of the next work schedule.

Should an employee not take any sick leave for thirteen consecutive work schedules an additional bonus of eight hours pay. This additional bonus may be taken as eight hours of personal leave, in lieu of eight hours pay, if requested by the employee and granted by the Chief of Police in his/her sole discretion.

The use of bonus personal leave, once accrued, shall not be unreasonably denied. Upon thirty (30) days notice, all requests for bonus personal leave time shall be granted.

Except as required by applicable law, the aforesaid bonuses shall not be considered in determining base pay, wage adjustments, overtime or any other benefits under this Agreement. The aforesaid bonuses shall not be cumulative.

Section 5. Notwithstanding the above, any employee who develops a pattern of sick leave or abuses the sick leave program shall be denied the bonus aforesaid in Section 4, and in addition may be denied sick leave compensation and be subject to disciplinary action. Both the Union and the City will cooperate in making this program effective.

Section 6. Accumulated and unused sick leave shall not be payable on termination of employment.

Section 7. Work-Related Injury Leave.

(a) In the case of job-related injury or illness, the City will pay the difference between the employee's base weekly salary and the amount of Worker's Compensation benefits to which the employee is entitled under 21 V.S.A. Section 642. for a period not to exceed ninety (90) calendar days.

(b) The City shall also advance to the employee the amount to which the City estimates the employee is entitled under 21 V.S.A. Section 642, until the first payment of benefits under 21 V.S.A. Section 642 by the City's insurance carrier, or a denial of all or part of the employee's claim for benefits under 21 V.S.A. Section 642 by the City's insurance carrier, whichever shall first occur. At such time, the employee shall pay back to the City all sums advanced under this paragraph. In the event of a denial of the employee's claim by the City's insurance carrier, the employee shall have the right to use the employee's accumulated and unused sick leave and vacation leave at the hourly rate then in effect, to repay the amount advanced. The City agrees to indemnify and hold the employee harmless from any Federal and State taxes assessed against any sum advanced by the City to which the employee is entitled under 21 V.S.A. Section 642, and which would have been exempt from Federal and State taxation, if paid directly to the employee by the City's insurance carrier.

(c) In the event that an employee is absent for three (3) days or less due to a job-related injury or illness, and would otherwise be entitled to benefits under 21 V.S.A. Section 642, the City shall pay the employee the employee's base wage for each regularly scheduled tour of duty for which the employee is absent, not to exceed three (3) tours of duty.

Section 8. Short Term Disability Income Insurance. The City will provide, at a total cost to the City, Short Term Disability Income Insurance for the employees of the Police Department. No compensation payments under this agreement may be used to supplement benefits under this program, except that paid sick leave may be used to supplement the maximum weekly benefits under this program up to a total of one hundred percent (100%) of the employee's base weekly salary or wage. An employee who is disabled by reason of sickness or injury shall file a timely claim for coverage under the city's short term disability plan, usually not later than fourteen (14) calendar days following the onset of the disability.

Section 9. The City shall continue to keep employees informed of benefits available in the Short Term Disability Income Program.

Section 10. The City shall provide Long Term Disability Income Insurance for the employees of the Police Department.

ARTICLE 13
BEREAVEMENT LEAVE

Section 1. Paid bereavement leave shall be granted for a death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, or a relative living in the household) in accordance with the following schedule:

- A) Employee's immediate family: Not to exceed three (3) working days;
- B) Employee's spouse's immediate family: Not to exceed three (3) working days.

Paid bereavement leave not to exceed one (1) day in any instance may be granted by the Chief in appropriate cases.

ARTICLE 14
LEAVES OF ABSENCE

Section 1. A written request for leave of absence without pay and with seniority accruing directed to the Chief may be granted by the Chief with the approval of the Manager for up to one (1) year.

Section 2. Incidental Leave. The Chief, in his/her discretion, may grant an employee up to three (3) days per year of incidental leave without loss of pay. Incidental leave may be used for dental appointments, appointments for physical examinations, transportation of a sick member of the immediate family to or from a hospital or doctor's office, to perform voting privileges, family emergencies, or to conduct urgent personal business, such as real estate closing, which cannot be scheduled outside normal working hours. Incidental leave may also be granted to members of the department to attend Police oriented functions such as sporting events, competitions or gatherings which promote the department in a positive and productive manner. The aforementioned leave shall not be unreasonably denied.

Section 3. The City shall comply with all State and Federal family leave requirements.

Section 4. Absence for Jury Duty. Leave of absence with pay shall be granted to a permanent employee for the performance of jury duty. In order to receive pay for such leave of absence, the employee, upon the employee's receipt of payment for jury duty service, shall remit to the City Treasurer's office the daily payment received for the days that the city paid the employee. The city will not request for payment of jury pay on the days the employee was not scheduled to work. Travel expenses included in such compensation shall be returned to the employee. On a day that an employee attends jury duty, they will not be expected to work any shift or any part there-of and will receive payment as stated above.

Section 5. In the event that a leave may be granted under the provisions of Article 14, Section 2, Incidental Leave, and Article 12, Section 2, Sick Leave, the employee shall have the option to apply for leave under either section.

ARTICLE 15
PROBATIONARY PERIOD

The probationary period for all new employees and newly promoted employees, except dispatchers, shall be nine (9) months from the date of hire or promotion, unless extended as hereinafter provided.

The probationary period for dispatchers shall be six (6) months from the date of hire, unless extended as hereinafter provided.

Dispatchers shall receive a progress report and shall be evaluated in writing prior to the expiration of the initial six (6) month probationary period. It is the responsibility of the City for completion of the evaluation prior to the expiration of the probationary period. Should the City fail to provide said written evaluation, it will be deemed that the employee has successfully completed their probationary period. The initial six (6) month period may be extended by the Chief for an additional three (3) months, provided the employee is given written notice of the reason(s), including any deficiencies, for the extension prior to the expiration of the initial six (6) month period.

All other employees or newly promoted employees shall be evaluated prior to the expiration of the initial nine (9) month probationary period. All other employees shall be evaluated in writing prior to the expiration of the initial nine (9) month period. It is the responsibility of the City for completion of the evaluation prior to the expiration of the probationary period. Should the City fail to provide said written evaluation, it will be deemed that the employee has successfully completed their probationary period.

The initial nine (9) month period may be extended by the Chief for an additional three (3) month period, provided that the employee is given written notice of the reason(s), including any deficiencies, for the extension of the employee's probationary period prior to the expiration of the initial nine (9) month period. The Union shall be notified in writing when an employee satisfactorily completes the employee's probationary period. This notification shall be given no later than one week following said completion.

In the event that an employee is absent from work during the employee's probationary period, including any extension thereof, the employee's probationary period shall be extended for the total amount of time that the employee was absent from work.

Employee evaluations under this article and any matter relating thereto shall not be subject to the grievance and arbitration procedure under Article V of this contract, except the failure to evaluate the employee within the time set forth in this article.

The reason(s), including any deficiencies, for the extension of the employee's probationary period, and any matter relating thereto, shall not be subject to the grievance and arbitration procedure under Article 5 of this contract, except the failure to give written notice to the employee within the time set forth in this Article.

Written notice shall be sufficient if hand-delivered to the employee or if placed in the employee's box at the police station. If the notice is placed in the employee's box at the police station, the date and time of such notice shall be deemed to be the date and time stamped upon the notice or the envelope containing the notice by use of the time clock in the police Department.

Notwithstanding anything contained in this Article, the City shall retain the right to discharge a probationary employee at any time during the employee's probationary period, including any extension thereof allowed under this Article, without just cause and without access to the grievance process set forth in Article 5.

ARTICLE 16
SENIORITY

Section 1. Definition.

A. BARGAINING UNIT SENIORITY shall mean the length of continuous service with the City since the last date of hire in the bargaining unit. Employees will be placed on the seniority list upon completion of the probationary period, retroactive to date of hire.

B. CITY SENIORITY shall mean the length of continuous service with the City. This seniority shall only apply towards levels of fringe benefits.

Section 2. Posting of List. On or before January 1st of each year, the City shall post on the bulletin board a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 3. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, layoff in excess of twenty-four (24) months and retirement, but not by vacation, sick leave, injury time, temporary layoff, suspension, any authorized leave of absence, or call to military service. Seniority shall continue to accrue during such period.

Section 4. In the event of a reduction in force, layoff shall be in inverse order of seniority and any recall shall be by seniority. Probationary employees will be laid off first in any instance.

Section 5. Bargaining unit employees, who have completed their probationary periods within the bargaining unit, accepting positions with the City outside the bargaining unit shall retain their status and seniority in the bargaining unit until they have completed their trial probationary period. Should the City or the employee feel the new position is not working out, the employee shall return to the previous position. Should the employee satisfactorily complete the trial probationary period in their new position and be made permanent, the employee shall forfeit all bargaining unit seniority for their previous position. Employees who have not completed their probationary periods before accepting positions outside of the bargaining unit will not carry forward any seniority and will have no automatic rights of return to the previous position and, if they do return, shall be considered new employees with new start dates for the purposes of calculating seniority, probationary period, leave accumulation and other benefits specified in this agreement.

ARTICLE 17
PROMOTIONS AND ASSIGNMENTS

A. Promotions.

Following notice by the Department of its intent to fill a promotional vacancy, members of the bargaining unit who desire to be considered for the promotion shall notify the Chief of Police in writing of that desire according to the posted notice.

When the City decides to fill a promotional vacancy, a notice shall be posted by the Chief in a conspicuous place within the Department for fifteen (15) days. The position shall be filled by competitive examination. Any such examination shall be in writing and oral, and upon such matters that will further test the knowledge and aptitude of the applicant for the requirements of the position to be filled.

Upon prior written consent of the applicant, such applicant's scores from each area of testing shall be posted in the Police Department for a period of three (3) days prior to the effective date of the promotion. Upon prior written consent of the applicant, the Union shall receive all results of said applicant's tests upon written request.

The Chief of Police shall consult with the supervisors and review performance appraisals as part of any decision on offering the promotion.

B. Detective Assignment

The assignment of an officer to the position of detective is made in order to provide for greater experience and opportunity for increased responsibilities to more members of the department. This assignment is not considered a promotion.

Compensation shall be based upon the wage scale for detective as defined in this agreement. Officers so assigned would retain their step placement in the wage scale and move to the appropriate classification. (Example: pay grade 14-IX would then move to 15-IX for the assignment.) Periodic wage adjustments and step increases would be in accordance with the collective bargaining agreement. At the conclusion of the assignment the officer would retain the wage scale of the detective's position and remain at that pay grade until such time that the pay classification steps of the patrol officer equals the detective's pay grade. This provision will not apply to an officer who is assigned to detective for six (6) months or less.

It is intended that the assignment to detective would be for no less than two (2) years. It is recognized that there is a large operational need for a detective, and as such, the position should remain filled unless there is an operational need to reassign the officer.

C. School Resource Officer Assignment

The assignment of an officer to the position of school resource officer is made in order to provide for greater experience and opportunity for increased responsibilities of safety and presence in the Montpelier School System. This assignment is not considered a promotion.

This officer benefits from this position with a schedule of day shift during the week, as well as other benefits. These benefits may be changed based on the operational needs of the department and the continued funding of this position.

It is intended that the assignment to school resource officer would be for no less than two (2) years. It is recognized the need of a school resource officer, and as such, the position should remain filled unless there is an operational need to reassign the officer or a loss of school funding for the position.

D. Senior Dispatcher

A Senior Dispatcher position will be filled on a temporary basis during times when a vacancy exists in the Dispatch Supervisor position. The Senior Dispatcher position may be filled at any other time at the discretion of the Police Chief.

The assignment of a dispatcher to the position of Senior Dispatcher is made to provide for greater communication between the dispatch function and the patrol and management function of the police department. This position does not have any authority to discipline members of the collective bargaining unit. The main goal of the position is to provide a link between the dispatch management function and the management function of the police department by service as a "point" person for the dispatchers. This assignment is not considered a promotion.

Following notice by the department of its intent to make an assignment, dispatchers of the bargaining unit who desire to be considered for the assignment shall notify the Chief of Police in writing of that desire according to the posted notice.

The Chief of Police shall consult with the supervisors and review performance appraisals as part of any decision of offering the assignment. The Chief of Police will also consider experience and knowledge of the various systems within dispatch.

The compensation for this individual shall be started at a rate of 2.5% higher than the current highest paid dispatcher.

E. Corporals. Promotion to Corporal will follow the provisions of section 17A. The City shall have up to four (4) corporals in the bargaining unit who are assigned to general patrol. The School Resource Officer and Detective may also be corporals in addition to the four assigned to patrol.

ARTICLE 18
EMPLOYEE CONDUCT

Section 1. Outside Employment. No person shall engage in outside employment of the kind or character which, in the judgment of the Chief, disparages the reputation of the Montpelier Police Department. No person shall engage in outside employment in the nature of police or quasi-police work without the prior approval of the Chief. An employee whose outside employment impairs his/her ability to perform City work shall be the subject of disciplinary action.

Section 2. Pecuniary Interests. No employee of the City shall have any financial interest in or profit from any contract, service, purchase, sale or work performed by the City; nor shall any employee solicit, receive or agree to receive any compensation, gift, reward or gratuity from any source except the City of Montpelier for any matter or proceeding connected with or related to the duties of such employee unless otherwise provided for by law.

Section 3. Duties and Responsibilities. Every employee shall fulfill, to the best of the employee's ability, the duties and responsibilities of the employee's position. The employee shall, during the employee's hours of duty and subject to such other laws, rules and regulations that pertain thereto, devote the employee's full time, attention and efforts, to the employee's office and employment. The employee shall not use the employee's position to secure special privileges or exemptions for the employee or others. The employee shall not use City property or equipment for the employee's private use or for any use other than that which serves the public interest, except with the approval of the Chief.

Section 4. Confidential Information. An employee shall not disclose confidential information gained by the employee by reason of the employee's official position except as authorized or required by law, nor shall the employee otherwise use such information for the employee's personal gain or benefit.

Section 5. Notice of Resignation. An employee should give notice of resignation as soon as his/her decision to leave is made, but in no case less than two (2) full weeks prior to the resignation date. No employee will suffer adverse consequences as a result of submitting a timely notice of resignation. Employees are encouraged to notify the police chief at the time they apply for employment and will not suffer adverse consequences as a result of their candidacy.

ARTICLE 19
PERSONNEL FILES

Section 1. No adverse information shall be placed in an employee's personnel file unless the employee is so informed at the time and is furnished a copy. An employee shall have the right to submit a written comment to be included in his/her personnel file or to grieve the adverse information.

Section 2. An employee shall have the right to inspect material (other than pre-employment material) in his/her personnel file during normal business hours by appointment with the Department personnel clerk or supervisor who is the custodian of the files. An employee shall be furnished a copy of such material upon his/her request. Ten (10) pages shall be copied free of charge by the City each fiscal year. Any additional pages shall be copied by the City at the employee's own expense.

ARTICLE 20
COMPENSATION

Section 1.

Year 1 - 2014-2015 – All employees will receive a cost of living increase of 1.5% as well as a step for those who are eligible.

Year 2 - 2015-2016 – All employees receive a cost of living adjustment of 2.0% as well as a step for those who are eligible.

Year 3 - 2016-2017– All employees receive a cost of living adjustment of 2.0% as well as a step for those who are eligible.

Section 2. All employees who have reached the maximum step within their job title shall receive a longevity bonus on their anniversary date based on the following:

2080 hours x. years of service x. 02

Section 3. Each employee shall receive a step increase on their anniversary hire date each year during the contract, in accordance to Section 4. The schedule attached in Appendix 4 (Page 60) will be used for annual base rate of pay increases and step increases.

Section 4. Periodic Wage Adjustment. Periodic wage adjustment in any position in the classified service shall be made on the basis of merit, determined through the process of evaluation of job performance, attitude, initiative, knowledge, skill and experience. Wage increases, when granted, shall be in increments defined in Appendix 4. Periodic wage increases shall be granted only upon the recommendation of the Chief of Police and approval of the City Manager in accordance with the following:

Step I. The initial appointment for entrance or probationary level for new employees shall be at Step I at any classified position, unless in the opinion of the Chief an applicant has unusual abilities, training and experience. Employees at this level shall have served at least one (1) year and have successfully completed his or her probationary period prior to the initial evaluation for advancement to Step II.

Step II to X Employees at Steps II to X in any classified position shall serve not more than one (1) year prior to the initial evaluation for advancement to their next step. This evaluation should occur annually on each employee's date of hire anniversary.

Section 5. Step Increase Evaluation. Should the City fail to provide the employee with the written evaluation prior to the expiration of the given time periods stated within this article, the employee will be deemed to have successfully completed the advancement to their next step.

ARTICLE 21
AGENCY SERVICE FEE

Employees are not required to join the Union as a condition of employment, but non-probationary employees covered by this Agreement who elect not to join the Union shall, during the term of this Agreement, pay a service fee in an amount not to exceed the Union dues.

Upon written notice from the Union that an employee has not paid the service fee as aforesaid, such employee shall be subject to the provisions of ARTICLE 6, DISCIPLINE AND DISCHARGE.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

This Article shall be subject to the Constitution and laws of the United States of America and the State of Vermont.

ARTICLE 22
INSURANCE

Section 1. Hospital and Medical Insurance.

All eligible employees may opt to enroll in the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan with a \$4000/\$8000 deductible, combined with a Health Reimbursement Arrangement (HRA), \$3500/\$7000.

- a) Employees shall pay deductibles, co-insurance and out-of-pocket expense as provided above, along with a contribution to the City's health insurance costs. Employee health insurance costs shall be paid through bi-weekly payroll deductions. The bi-weekly employee share for 2015 health insurance costs are as follows: \$20.17 for a single person plan, \$138.09 for a two person plan and \$181.26 for family coverage.

In the event an employee is off payroll for any reason, the employee shall remain responsible for their share of the health insurance cost.

If the City of Montpelier chooses to continue to provide the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan beyond calendar year 2015, employees shall continue to be responsible for a share of the City's cost of health insurance. The City's cost of health insurance includes premium and full HRA \$3500/\$7000 Plan. The employee share for 2016 shall be 5% for a single person plan and 20% for a two- person and family plan.

- b) The City of Montpelier shall rollover 10% of the year-end unused employer contribution (\$3500 for a single person plan and \$7000 for a two -person and family plan) to the individual employee HRA.

The rollover shall not exceed \$500 for a single person plan and shall not exceed \$1,000 for a two -person or family plan in any given year. In no event will the individual employee HRA annual available balance exceed \$4000 for a single person plan or \$8000 for a two- person or family plan.

- c) If the City of Montpelier chooses to continue to provide the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan beyond calendar year 2015, the City of Montpelier shall utilize a portion of the annual unused claim reserves associated with moving to a high deductible insurance plan with an Employer funded health reimbursement arrangement, as described, to maintain the current funding level of the HRA's for single, two-person and family plans and/or to offset insurance premium increases in the future.
- d) In the event that the above described plan is not available after January 1, 2016, the city will convene the employee health insurance committee to recommend a replacement plan. Any new plan recommended by the committee is subject to ratification by the parties.

- e) The parties agree that if a Single Payer program is fully enacted by the State of Vermont by the end of the 2016 Legislative session to be effective January 1, 2017, than this contract will terminate on December 31, 2016. If the Single Payer program is not enacted by that time or does not take effect until after June 30, 2017 than this contract shall remain in effect until June 30, 2017.

Section 2. Life Insurance. The City will continue to provide life and accidental death and dismemberment insurance for all permanent employees in accordance with the following:

One Thousand Dollars (\$1,000.00) of coverage for each One Thousand Dollars (\$1,000.00) basic annual earnings, rounded off to the nearest thousand dollars.

Section 3. Other Coverage. The City will continue to provide individual liability, false arrest and other special coverage to the extent provided immediately prior to the effective date of this Agreement.

Section 4. The City retains the right to change carriers and revise plans for life, health, dental and pension benefits so long as the overall net employee benefits do not decrease.

Section 5. Dental Insurance. The City will provide to all permanent employees dental benefits as set forth in Appendix II. The City will pay one hundred percent (100%) of the premium for employees and employees shall pay 100% of the premium for dependent (two-person or family minus single person) coverage. The city will provide the orthodontic rider (Coverage D) with the employee paying 100% of the premium for this rider.

Section 6. Section 125 Plan. The City may provide a Section 125 plan in accordance with all Federal and State laws. The City will contribute \$250 into the flexible spending plan of participating employees. In 2010 only, the City will reimburse any employee who did not participate in the Section 125 plan up to \$250 for documented vision expenses.

Section 7. Medical Insurance after Retirement. Upon retirement an employee may purchase medical insurance at the group rate provided other City employees until the retiree and dependent, if any, become Medicare eligible. The retiree shall be responsible for 100% of the premium and any administration fee up to a maximum of five percent (5%).

ARTICLE 23
UNIFORMS

Section 1. The Chief and/or his/her designee shall meet periodically with not more than two (2) representatives of the Union to discuss the standardization of the uniforms. It is understood that the final determination and specification of any such item of uniform is reserved to the Chief.

Section 2. The City will continue its practice of supplying initial issue of uniforms and equipment to new hires, and of maintaining and cleaning uniforms. Failure of an employee to be in uniform shall be subject to disciplinary action, provided that sufficient uniforms have been provided in accordance with the practice.

Detectives shall receive a reimbursement of Five Hundred Dollars (\$500.00) for the purchase of clothing and work shoes or authorized and approved Police related equipment.

The City shall provide three (3) sets of summer and winter uniforms for Police Department Dispatchers. The City will have uniforms cleaned.

Section 3. The City shall reimburse each regular police officer and each community service officer for the cost of one (1) pair of work shoes, weather protective footwear, work shoe repairs and authorized and approved Police related equipment up to the total sum of Five Hundred Dollars (\$500.00) per fiscal year. Reimbursement will be made within 30 days after the officer submits receipts.

ARTICLE 24
MISCELLANEOUS

Section 1. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 2. Each employee shall be furnished a copy of this Agreement. Copies shall be made available to new employees shortly after hire.

Section 3. The Union and the City shall share equally the cost of printing or duplicating this Agreement.

ARTICLE 25
UNION BUSINESS AND OPERATION

Section 1. Union Business Leave.

- (a) Not more than two (2) Union officers or designees shall be granted time off without loss of pay for contract negotiations or grievance hearings.

- (b) Subject to the operating needs of the Department, and only with written advance notice, paid leave not to exceed five (5) person-days per year may be granted to Union designees for the purpose of attending Union conventions or education conferences. Such leave may be granted only with the understanding that no overtime obligations will be incurred by the City.

Section 2. Bulletin board space will be provided for routine Union announcements.

Section 3. Union representatives will be granted access to the premises for individual discussions of grievances with employees, provided that work is not interfered with and provided that the Police Chief is notified of his/her presence in advance.

Section 4. The City shall issue a written bulletin to each employee advising the extent of insurance coverage on private jobs or outside employment (if applicable) and of the benefits provided in ARTICLE 22.

Section 5. Newly Created Positions. In the event that the City creates a new permanent position within the bargaining unit, the City will post a written job description in a conspicuous place within the Department.

ARTICLE 26
LAW CONFLICT OF THE CONTRACT

Section 1. Should any provisions of this Agreement be held to violate a federal or state law, or the City Charter, all other provisions shall remain in force. Should any provision of this Agreement conflict with any City ordinance, this Agreement shall prevail to the extent permitted by law. If the City ordinance is held to prevail, the Manager and the Union will cooperate in seeking an amendment to such ordinance, or this Agreement, in order to give effect to this Agreement, and all other provisions shall remain in force. The provisions of this Agreement shall be deemed to supersede any conflicting provision of the City employee's personnel plan. Employees covered by this Agreement shall not be covered by said plan.

ARTICLE 27
CHAIN OF COMMAND AND CORPORAL DESIGNATION

Section 1. Chain of Command. The Chief shall notify all employees in writing of the Table of Organization and chain of command on each shift.

Section 2. Employees of the Police Department who are married to each other shall not work in a supervisory capacity with each other except in an emergency at the discretion of the Chief.

Section 3. Corporal Designation. Employees promoted to the position of Corporal will be given Corporal stripes (two chevrons per sleeve) to be worn on the uniform sleeves.

Section 4. Corporal Shift Assignments.

The City intends to assign one corporal per patrol shift. Corporals will be assigned to shifts at the sole discretion of the Chief based on the operating needs of the department. Corporals agree to forgo their opportunity to make a statement of exclusion from the overtime list, as it pertains to non-unit supervisory positions. The School Resource Officer and Detective, if Corporals, may be exempted from this requirement upon approval by the Chief.

Section 5. Corporal Responsibilities.

In the event that a non-unit supervisor who is assigned to a shift is on paid time off or is otherwise unavailable to perform the duties of a shift supervisor, and no other non-unit supervisor agrees to assume responsibility of the shift, then the Corporal assigned to each shift will assume and be required to perform the duties of a non-unit supervisory position, on an acting basis.

In the event that a Corporal is on paid time off or is otherwise unavailable to perform the duties of a shift supervisor, and no non-unit supervisor agrees to assume responsibility of the shift, the vacant Corporal shift will be filled by another Corporal. The Department shall make every attempt to cover a non-unit supervisory position with a non-unit supervisor or Corporal.

Patrol officers and/or senior patrol officers, so-called, will not be required to perform the duties of a non-unit supervisory position, except in the event of an emergency and at the discretion of the Chief. In the event that a patrol officer and/or senior patrol officer is required to temporarily perform the duties and responsibilities of a non-unit supervisor, an additional one dollar (\$1.00) per hour while performing such duties, to be added to the employee's straight time hourly rate, calculated to the next quarter hour

Any patrol coverage overtime that is caused or created when a Corporal assumes the duties and responsibilities of a non-bargaining unit supervisory position, will first be offered to other bargaining unit members, in accordance with the provisions of Article VIII (Overtime).

The Chief shall use his/her best efforts to clarify the duties and responsibilities of a patrolman serving as corporal and the patrolmen serving under him/her.

ARTICLE 28
MILITARY LEAVE

Section 1. Military Leave. An employee who is a member of any Military Reserve Component of the Armed Forces of the United States such as the National Guard shall be entitled to a leave of absence with pay to attend the activities of such Military Reserve Component for a period of time not to exceed fifteen (15) days in any one year. The City has agreed to pay the employee the difference between military pay received and the employee's normal base bi-weekly pay for those fifteen (15) days. Weekend duty with Military Reserve Components shall be on the employee's own time but the employee shall be entitled to swap shifts with another employee in the event the employee is required to work on a drill weekend. In the event the employee is called up to active duty, the City will maintain health insurance benefits until employee has successfully transferred into U.S. Military health insurance program.

ARTICLE 29
DIFFERENTIAL TIME AND PAY

Section 1. Differential Pay for hours worked between 1600 hrs (4:00 PM) to 0800 hrs (8:00 AM).

- (a) All union employees that work between hours of 1600 (4:00 PM) and 0000 (12:00 AM) will receive an additional \$0.65 per hour worked for differential.
- (b) All union employees that work between the hours of 0001 hrs (12:00 AM) and 0800 hrs (8:00 AM) will receive an additional \$1.37 per hour worked for differential. This is a combination of the \$0.65 which is earned between 1600 and 0000 and an additional \$0.72 for working between 0001 and 0800.

These rates will not be increased for overtime or extra duty worked.

ARTICLE 30
PENSION AND RETIREMENT

Section 1. Effective January 1, 2003, the employees shall be members of the Vermont Municipal Employees Retirement System (VEMRS) Group C with all related benefits and contribution schedules as established by VMERS.

ARTICLE 31
MEDICAL EXAM AND HEALTH CLUB MEMBERSHIP

Section 1. Annual Medical Examination.

The City and Police Department encourage each of its employees to obtain a medical examination. It is further recommended that each regular police officer have such an examination prior to taking the physical assessment as required in Article 32, Section 1.

The medical examination, if chosen by the employee, shall be paid by the employee's health insurance provided under this agreement to the extent of the coverage. In the event that as a result of the examination, the employee exceeds the employee's allowance for usual and customary office visits under the employee's health insurance provided in this agreement, the City will reimburse the employee for any payment by the employee not covered by insurance for usual and customary office visits, and deductible costs, except that the total of such reimbursements shall not exceed the cost of the annual examination.

In the event that the annual examination reveals medical conditions that require further examination beyond a normal and customary office visit associated with such an exam, the terms of the employee's health insurance shall govern.

The Police Department will maintain no records of this examination other than financial and other assorted records associated with reimbursement.

Section 2. The City will purchase a corporate health club membership for bargaining unit employees of the Police Department at First In Fitness. The bargaining unit employees who choose to be members of First in Fitness shall pay one half of the determined corporate monthly charge. The City will reimburse employee up to 50% of the cost of employee health club membership. Should a member of the bargaining unit choose membership in another fitness facility, the City will reimburse the employee for up to 50% of the monthly charge, up to an amount equal to that paid for those members at First in Fitness.

Should a bargaining unit employee achieve a score of 50% or greater on the physical qualification test referenced in Article 32 Section 1, the city will reimburse 100% of the cost of employee health club membership at First In Fitness. Should an employee of the bargaining unit choose membership in another facility and score 50% or greater on the physical qualifications test, the City will reimburse the employee to 100% of the monthly charge, up to an amount equal to that paid for those members at First In Fitness. Should an employee of the bargaining unit score 50% or greater on the physical qualifications test and choose not to join a fitness facility the City will pay the employee an amount equal to 100% of an employee health club membership at First In Fitness, issued no later than two (2) pay periods after submitting their score to the Chief.

ARTICLE 32
PHYSICAL QUALIFICATIONS TEST

Section 1. Physical Qualifications Test.

The parties will work cooperatively to develop a new testing practice by January 1, 2016. If agreement is not reached by that date, or the deadline extended by mutual agreement, the testing requirement and related bonus payment will be eliminated from the contract. The testing process shall be voluntary. The \$660 bonus shall be issued to all employees who pass the fitness exam at 50%. The bonus can be accepted as a cash payment or reimbursement for fitness related equipment or gym membership. Any employee who is unable to achieve 40% can choose to participate in a fitness program run by a certified personal trainer and/or nutritionist. This program shall be provided for 3 months a year and paid for by the City of Montpelier.

The following testing system will remain in place until December 31, 2015:

Each officer of the Department will be given a copy of the physical assessment standards of the Vermont Criminal Justice Training Council (see addendum for standards). Prior to July 1st of each calendar year, each officer may submit a certification of participation, indicating the officer has taken each portion of the standardized test, achieving a minimum of forty percent (40%) score based on the Vermont Police Academy entrance standard, signed by a certified physical fitness trainer as evidenced by a nationally recognized fitness organization. In the event an employee is medically unable to participate in the physical fitness evaluation, such employee will submit a medical release form signed by the employee's treating physician. The City will pay all costs associated with the administration of the physical qualification test.

See Appendix 4 of this contract for the percentiles and established guidelines for conducting the physical qualification testing.

ARTICLE 33
HEALTH AND SAFETY

Section 1. Health and Safety Meetings. Representatives of the Union and the City, not to exceed two (2) representatives from each, shall meet at mutually agreed upon times to discuss matters of mutual concern relating to issues of health and safety.

Section 2. The parties agree that nothing contained in Article 33 shall require the parties to bargain collectively over any issues relating to health and safety.

ARTICLE 34
TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement

The City will reimburse an employee for fifty percent (50%) of the cost of tuition for courses taken after July 1, 1990 at an institution of higher education accredited by the State of Vermont. The employee must successfully complete the course with a "C" or a 2.0 on a 4.0 scale.

Reimbursement shall be provided for not more than four courses per semester or a maximum of eight courses per fiscal year per member. The operation of this program is subject to the availability of funds, not to exceed \$6,000 per year. Continuation of this program beyond the day of this agreement shall be contingent on the re-negotiation of this benefit and specific funding provided as a result thereof.

If funds made available are not sufficient to meet all requests that would otherwise be approved, the City may pro-rate the available funds among all approved requests or may limit the approvals to the amount of funding available.

If the employee leaves the employment of the City, he/she shall be responsible for repaying the City for tuition reimbursement moneys paid to them according to the following schedule. For calculation of "month of leaving", any portion of a calendar month will be counted.

Month of Leaving	Reimbursement to
1 through 12	100.0%
13	100.0%
14	91.7%
15	83.3%
16	75.0%
17	66.7%
18	58.3%
19	50.0%
20	41.7%
21	33.3%
22	25.0%
23	16.7%
24	8.3%

ARTICLE 35
DURATION OF AGREEMENT

Section 1. Consent of Parties. Notwithstanding any contrary provision, this Agreement represents the full and complete agreement between the parties and it is understood and agreed that any subject matter, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as the parties hereto mutually agree.

Section 2. Duration of Agreement. This Agreement shall be effective July 1, 2014, except as otherwise specifically stated in this Agreement. This Agreement shall expire **June 30, 2017 subject to the provisions in Article 22.**

Section 3. Modification or Termination. Either party may notify the other party of its desire to terminate or modify this Agreement by written notice sent by registered or certified mail, postage prepaid, postmarked no later than November 1, **2016**. Negotiations for a successor agreement shall commence as soon as possible after a timely notice.

Section 4. Failure to Notify. Should neither party send a timely notice to modify or terminate this Agreement as provided in Section 3, this Agreement shall be considered to have been automatically renewed until **June 30, 2018**, and from year to year thereafter unless a timely notice is sent postmarked no later than November 1 of any subsequent year.

Dated at the City of Montpelier this 15th day of October, 2015.

FRATERNAL ORDER OF POLICE

CITY OF MONTPELIER

By: _____
Negotiating Committee

By: _____
City Manager

Negotiating Committee

Negotiating Committee

**APPENDIX 1
ACKNOWLEDGMENT OF ARBITRATION**

MONTPELIER POLICE ASSOCIATION, FRATERNAL ORDER OF POLICE, LODGE 003 (hereinafter called the "Union"), and the City of Montpelier (hereinafter called the "City"), understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City 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 City agree to submit any such dispute to an impartial arbitrator.

Dated at the City of Montpelier this 15th day of October, 2015.

FRATERNAL ORDER OF POLICE

CITY OF MONTPELIER

By: _____
Negotiating Committee

By: _____
City Manager

Negotiating Committee

Negotiating Committee

**APPENDIX 2
Delta Dental Insurance Benefit Summary**

**VLCT HEALTH TRUST AND NORTHEAST DELTA DENTAL
DENTAL INSURANCE BENEFIT SUMMARY**

DEDUCTIBLE
(Applies to Coverage B and C only.)



COVERAGE A	COVERAGE B	COVERAGE C	ORTHO. RIDER
<p>DIAGNOSTIC: Evaluations – two in a 12-month period</p> <p>X-Rays Complete series or panoramic film once in a 3-year period; Bitewing x-rays once in a 12-month period; x-rays of individual teeth as necessary.</p> <p>Oral cancer screening once in a 12-month period.</p> <p>PREVENTIVE: Cleanings: four in a 12-month period.</p> <p>Fluoride twice in a 12-month period to age 19.</p> <p>Space maintenance to age 16.</p> <p>Sealant application to permanent molars: once in a 3-year period per tooth, for children to age 19.</p>	<p>RESTORATIVE: Amalgam (silver) fillings Composite (white) fillings for anterior teeth only.</p> <p>ORAL SURGERY: Surgical and routine extractions.</p> <p>ENDODONTICS: Root canal therapy.</p> <p>PERIODONTICS: Periodontal maintenance (cleaning) <i>Four cleanings are covered in a 12-month period; this can be routine (Coverage A) or Periodontal (Coverage B), in any combination.</i></p> <p>Treatment of gum disease.</p> <p>Clinical Crown Lengthening once per lifetime per site.</p> <p>DENTURE REPAIR: Repair of removable dentures to its original condition.</p> <p>EMERGENCY PALLIATIVE TREATMENT.</p>	<p>PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures.</p> <p>Rebase and reline (dentures).</p> <p>Crowns</p> <p>Onlays</p> <p>Dental Implant</p>	<p>ORTHODONTICS: Correction of crooked teeth for dependent children up to age 19.</p> <p>Adult orthodontic also available.</p>
↑	↑	↑	↑
CONTRACT YEAR MAXIMUM			LIFETIME MAXIMUM

**PLEASE REFER TO ATTACHED SHEET FOR INFORMATION ON DEDUCTIBLES,
COINSURANCE AND MAXIMUM OPTIONS.**

Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at www.nedelta.com. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a NOB (Notification of Benefits) detailing what has been processed under your programs coverage. You are responsible to pay any remaining balance directly to the dentist.

For Non-Participating Dentists: If you visit a Non-Participating Dentist within the Northeast Delta Dental operating area of Maine, New Hampshire, and Vermont, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or that may be downloaded from www.nedelta.com. Unless otherwise required by State law, payment for services rendered will be made directly to you and will be limited to the lesser of the Dentist's actual submitted charge or the company's allowance for Non-Participating Dentists located in the tri-state region. It will be your responsibility to make full payment to your Dentist.

For Dentists Outside Maine, New Hampshire and Vermont:

If you visit a Dentist outside the operating area of Northeast Delta Dental, you may be requested to bring a claim form that is available by calling us or may be downloaded from www.nedelta.com. For benefits provided to a Subscriber or Eligible Dependent by a Dentist outside the Northeast Delta Dental geographic area, benefits will be paid directly to the Dentist if the Dentist is a Participating Dentist with the local Delta Dental member company unless it is noted on the claim form that payment should be sent to you. If the Dentist does not participate with the local Delta Dental member company, payment will be made to the Subscriber unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the actually submitted charge or an amount equal to a selected percentile of a nationally recognized database of dental charges for the geographic area in which the services were provided. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.

Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or, 603-223-1234.

Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible

All eligible employees and their dependents, defined as:
Spouse or Civil Union partner;
Unmarried, dependent children to age 19;
Unmarried, full-time dependent students to age 25, and
Incapacitated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service Excellence™ Program

Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description booklet or consult your employer.



Northeast Delta Dental
One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
www.nedelta.com

**APPENDIX 3
CITY OF MONTPELIER
SEXUAL HARASSMENT POLICY**

It is against the policies of this employer, and illegal under state and federal law for any employee, male or female, to sexually harass another employee. This employer is committed to providing a workplace free from this unlawful conduct. It is a violation of this policy for an employee to engage in sexual harassment.

What is “sexual harassment?”

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

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

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

- either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an employee’s body;
- touching or grabbing any part of an employee’s body after that person has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an employee to socialize on or off-duty when that person has indicated s/he is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;

**CITY OF MONTPELIER
SEXUAL HARASSMENT POLICY**

Page 2

- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex or sexual orientation;
- harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation;
- off-duty conduct which falls within the above definition and affects the work environment.

What this employer will do if it learns of possible sexual harassment:

In the event this employer receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The employer is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to, or reporting any complaint or suspected acts of sexual harassment. Supervisors should report to City Clerk-Treasurer, Assistant City Manager, Finance Director (individuals who have been designated to receive such complaints or reports), or to the City Manager. Failure by a supervisor to appropriately report or address such sexual harassment complaints or suspected acts shall be considered to be in violation of this policy.

Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

If the allegation of sexual harassment is found to be credible, this employer will take appropriate corrective action. The employer will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

What you should do if you believe you have been harassed:

Any employee who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation or having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the person with the complaint is encouraged to report the situation as soon as possible to City Clerk-Treasurer, Assistant City Manager or Finance Director at City Hall (individuals who have been designated to receive such complaints or reports), or to her or his supervisor, or to the City Manager at City Hall (the head of this organization). It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

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SEXUAL HARASSMENT POLICY**

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If the complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, she or he may file a complaint by writing or calling any of the following state or federal agencies:

1. Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, Vermont 05602, Telephone: (802) 828-3171 (voice/TDD). Complaints should be filed within 300 days of the adverse action.
2. Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, Telephone: (617) 565-3200 (voice); (617) 565-3204 (voice/TDD). Complaints must be filed within 300 days of the adverse action.
3. Vermont Human Rights Commission, 133 State Street, Montpelier, VT 05633-6301, Telephone: (802) 828-2480 (voice/TDD) (Only if you are employed by a Vermont State Agency.) Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations, facilitate conciliation, and if it finds that there is probably cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within 3 or 6 years, depending on the type of claims raised.

Where can I get copies of this policy?

A copy of this policy will be provided to every employee, and extra copies will be available in the City Manager's Office. Reasonable accommodations will be provided for persons with disabilities who need assistance in filing or pursuing a complaint of harassment, upon advance request.

APPENDIX 4 PHYSICAL QUALIFICATION TESTING STANDARDS

There are five (5) elements of the physical assessment. Although these elements may not be directly representative of essential job functions to be performed by an entry-level police officer, such elements do measure an officer's physiological capacity to learn and perform the essential job functions. The minimum score for entry into the Academy as set forth below represents the fortieth (40th) percentile of fitness for each of the elements of the assessment (meaning they are as fit as at least the lower 40th percentile of the population of that gender and age). If an officer does not successfully pass the four (4) initial elements and score to the fortieth (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. Nothing shall preclude the administrator of substituting an element of the test batter, which the administrator has determined and validated to accurately assess the officer's physiological capacity to learn and perform essential job functions. The 1.5 mile run shall only be administered to officers who have successfully completed the four (4) elements of the test battery.

1. **1.5 MILE RUN** - Cardiovascular capacity and aerobic power, it requires nearly exhaustive effort. It takes place on an indoor or outdoor track or other suitable, relatively level running area, and is measured with a stopwatch.
2. **ONE (1) 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. Officer will start off with warm-up repetitions of 2 body weight and increasing the weight in five (5) or ten (10) pound increments until the officer has successfully reached the fortieth (40th) percentile.
3. **ONE (1) MINUTE OF BENT KNEE SIT-UPS** - This event tests muscular endurance of the abdominal area, and hip flexors, which is the ability to contract muscle repeatedly over a period of time. The officer lies on his/her back, knees bent, heels flat on the floor, hands behind 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, officers 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 is allowed.
4. **ONE (1) MINUTE OF PUSH-UPS** - This event tests muscular endurance of the upper body (anterior deltoid, pectoralis major, triceps). The officer 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 him/her self until their chest is approximately three (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. Qualified trainers shall be responsible for the score of correct push-ups.

5. **SIT AND REACH TEST** - This event measures flexibility of the upper and lower trunks of the body, specifically lower back, hips, and hamstring muscle groups. The test requires a metal or wooden box, and a yardstick with a fifteen (15) inch mark at the edge or an engraved pre-measured box with the fifteen (15) inch mark on the box. The officer warms up slowly, and then he/she removes their shoes. The officer sits on the floor with legs extended, feet placed squarely against the box, and reaching forward with arms extended, hands placed on top of each other with fingers extended and joined, and reaches out slowly forward with both hands as far as possible, and hold position momentarily. The distance reached on the yardstick or on the box by the fingertips in inches in the best of three (3) trials is the flexibility score.

The above information was taken from the VCJTC Academy policy and procedures. The indications in reference to candidates have been replaced with the word officer.

The following are the forty percent (40%) and fifty percent (50%) scores based on the Vermont Police Academy entrance physical testing exam as of July 1, 2011. The following scores will be used as the achieving the minimum forty percent (40%) score and the possible fifty percent (50%) score throughout the length of this contract.

See the next page for the Physical Assessment Standards in the 50th and 40th percentiles. The standards are base on the current VCJTC standards as of the signing of this contract and are subject to change by the VCJTC during the term of this contract.

Physical Assessment Minimum Standards: 40th Percentile Requirements

<u>MALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	16.5"	0.99	38	29	12:29
<u>30-39</u>	15.5"	0.88	35	24	12:53
<u>40-49</u>	14.3"	0.80	29	18	13:50
<u>50-59</u>	13.3"	0.71	24	13	15:14
<u>FEMALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	19.3"	0.59	32	15	15:05
<u>30-39</u>	18.3"	0.53	25	11	15:56
<u>40-49</u>	17.3"	0.50	20	9	17:11
<u>50-59</u>	16.8"	0.44	14	7	19:10

Physical Assessment Minimum Standards: 50th Percentile Requirements

<u>MALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	17.5"	1.06	40	33	11:58
<u>30-39</u>	16.5"	0.93	36	27	12:25
<u>40-49</u>	15.3"	0.84	31	21	13:05
<u>50-59</u>	14.5"	0.75	26	15	14:33
<u>FEMALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	20.0"	0.65	35	18	14:13
<u>30-39</u>	19.0"	0.57	27	14	15:14
<u>40-49</u>	18.0"	0.52	22	11	16:13
<u>50-59</u>	17.9"	0.46	17	N/A	18:05

APPENDIX 5

FULL TEXT FMLA 2014

The full text of the FMLA 2014 can be found by clicking on the following link:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ab929bf0d16f5036a35606126e46f47b&mc=true&node=pt29.3.825&rgn=div5>

APPENDIX 6
- WAGE SCHEDULE

WAGE SCHEDULE POLICE UNION FOR FISCAL YEARS 2015, 2016, 2017 (JULY 1, 2014 TO JUNE 30, 2017)

INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	3.50%	3.25%	3.00%
% COST OF LIVING	1.50%									
Fiscal Year '14-'15										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY15 HOURLY	\$14.01	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88	\$18.77	\$19.43	\$20.06	\$20.66
FY15 ANNUAL	\$29,140.80	\$30,596.99	\$32,126.84	\$33,733.18	\$35,419.84	\$37,190.84	\$39,050.38	\$40,417.14	\$41,730.70	\$42,982.62
	\$14.01									
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY15 HOURLY	\$16.06	\$16.86	\$17.71	\$18.59	\$19.52	\$20.50	\$21.52	\$22.27	\$23.00	\$23.69
FY15 ANNUAL	\$33,404.80	\$35,074.07	\$36,827.77	\$38,669.16	\$40,602.62	\$42,632.75	\$44,764.39	\$46,331.14	\$47,836.90	\$49,272.01
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY15 HOURLY	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$24.04	\$25.25	\$26.13	\$26.98	\$27.79
FY15 ANNUAL	\$39,187.20	\$41,145.42	\$43,202.69	\$45,362.83	\$47,630.97	\$50,012.51	\$52,513.14	\$54,351.10	\$56,117.51	\$57,801.04
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY15 HOURLY	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.55	\$27.48	\$28.37	\$29.22
FY15 ANNUAL	\$41,204.80	\$43,263.84	\$45,427.03	\$47,698.38	\$50,083.30	\$52,587.47	\$55,216.84	\$57,149.43	\$59,006.79	\$60,776.99

INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	3.75%	3.50%	3.25%
% COST OF LIVING	2.00%									
Fiscal Year '15-'16										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY16 HOURLY	\$14.29	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24	\$19.15	\$19.87	\$20.56	\$21.23
FY16 ANNUAL	\$29,723.62	\$31,208.93	\$32,769.38	\$34,407.85	\$36,128.24	\$37,934.65	\$39,831.38	\$41,325.06	\$42,771.44	\$44,161.51
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY16 HOURLY	\$16.38	\$17.20	\$18.06	\$18.96	\$19.91	\$20.91	\$21.95	\$22.77	\$23.57	\$24.34
FY16 ANNUAL	\$34,072.90	\$35,775.55	\$37,564.33	\$39,442.54	\$41,414.67	\$43,485.40	\$45,659.67	\$47,371.91	\$49,029.93	\$50,623.40
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY13 HOURLY	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.75	\$26.72	\$27.65	\$28.55
FY13 ANNUAL	\$39,970.94	\$41,968.33	\$44,066.74	\$46,270.08	\$48,583.59	\$51,012.77	\$53,563.40	\$55,572.03	\$57,517.05	\$59,386.36
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY16 HOURLY	\$20.21	\$21.22	\$22.28	\$23.39	\$24.56	\$25.79	\$27.08	\$28.09	\$29.08	\$30.02
FY16 ANNUAL	\$42,028.90	\$44,129.12	\$46,335.57	\$48,652.35	\$51,084.97	\$53,639.22	\$56,321.18	\$58,433.22	\$60,478.39	\$62,443.93

WAGE SCHEDULE POLICE UNION FOR FISCAL YEARS 2015, 2016, 2017(JULY 1, 2014 TO JUNE 30, 2017)

INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.75%	3.50%
% COST OF LIVING	2.00%									
Fiscal Year '16-'17										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY17 HOURLY	\$14.58	\$15.30	\$16.07	\$16.87	\$17.72	\$18.60	\$19.53	\$20.31	\$21.08	\$21.81
FY17 ANNUAL	\$30,318.09	\$31,833.11	\$33,424.77	\$35,096.00	\$36,850.80	\$38,693.34	\$40,628.01	\$42,253.13	\$43,837.62	\$45,371.94
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY17 HOURLY	\$16.71	\$17.54	\$18.42	\$19.34	\$20.31	\$21.32	\$22.39	\$23.29	\$24.16	\$25.01
FY17 ANNUAL	\$34,754.35	\$36,491.06	\$38,315.61	\$40,231.39	\$42,242.96	\$44,355.11	\$46,572.87	\$48,435.78	\$50,252.12	\$52,010.95
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY17 HOURLY	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82	\$25.02	\$26.27	\$27.32	\$28.34	\$29.33
FY17 ANNUAL	\$40,770.36	\$42,807.69	\$44,948.08	\$47,195.48	\$49,555.26	\$52,033.02	\$54,634.67	\$56,820.06	\$58,950.81	\$61,014.09
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY17 HOURLY	\$20.61	\$21.64	\$22.72	\$23.86	\$25.05	\$26.30	\$27.62	\$28.72	\$29.80	\$30.84
FY17 ANNUAL	\$42,869.47	\$45,011.70	\$47,262.29	\$49,625.40	\$52,106.67	\$54,712.00	\$57,447.60	\$59,745.51	\$61,985.96	\$64,155.47

THIS IS THE FINAL VERSION OF THE CONTRACT