

Agreement
between the

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

Effective July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

#1	AGREEMENT	1
#2	PURPOSE AND INTENT.....	2
#3	RECOGNITION/ELIGIBILITY	3
#4	MANAGEMENT RIGHTS	4
#5	NO STRIKE/NO LOCKOUT.....	5
#6	UNION VISITATION & UNION BUSINESS	6
#7	DISCIPLINARY/DISCHARGE ACTIONS.....	7
#8	GRIEVANCE PROCEDURE/ARBITRATION	9
#9	HOURS OF WORK/PAY PERIOD.....	11
#10	OVERTIME, COMP TIME, OUTSIDE ASSIGNMENTS	15
#11	SENIORITY/PROBATIONARY PERIOD	19
#12	VACATION/HOLIDAYS	23
#13	SICK LEAVE / SICK LEAVE POOL / WORKER'S COMP. / RESERVE AND NATIONAL GUARD DUTY / BEREAVEMENT LEAVE / CIVIC AND JURY DUTY	27
#14	INTERNAL INVESTIGATIONS	33
#15	BENEFITS	34
#16	PENSION PLAN	38
#17	EMPLOYMENT OPPORTUNITIES.....	40
#18	UNION SECURITY / DUES DEDUCTION	42
#19	WAGES	43
#20	ALCOHOL / DRUG ABUSE.....	45
#21	SAFE WORK.....	48
#22	SHIFT DIFFERENTIAL PAY	49
#23	DETECTIVE ASSIGNMENT & ON-CALL	50
#24	NON-DISCRIMINATION.....	51
#25	CURRENT PRACTICES	52
#26	EMPLOYEE OBLIGATIONS.....	54
#27	CARE FOR AND USE OF TOWN EQUIPMENT	55
#28	RESIDENCY.....	56
#29	PHYSICAL EXAMINATIONS.....	57
#30	PERFORMANCE EVALUATION.....	58
#31	FITNESS TESTING.....	60
#32	OUTSIDE EMPLOYMENT.....	62
#33	NON-WAIVER.....	63
#34	SPECIAL ASSIGNMENT INCENTIVES & LONGEVITY.....	64
#35	SAVING CLAUSE	66
#36	INCLUSIVENESS OF AGREEMENT	67
	APPENDIX A - LIST OF OFFICERS.....	70
	APPENDIX B - ACKNOWLEDGEMENT OF ARBITRATION	71
	APPENDIX C - CHECK-OFF AUTHORIZATION.....	72
	Appendix D - Worker's Compensation Practices	73

#1 AGREEMENT

Agreement entered as of July 1, 2023, between the Town of Brattleboro, hereinafter referred to as the "Town", and the Brattleboro Police Association, as represented by the New England Police Benevolent Association Local #412, hereinafter referred to as the "Association".

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

This Agreement shall expire on midnight, June 30th, 2026. Either party may notify the other party of its desire to negotiate a successor agreement by written notice mailed by certified or registered mail, postage pre-paid, addressed to the other party, (in the case of the Town, to the Town Manager and/or the Human Resources Director, in the case of the Union, the Representative), and postmarked no later than 60 days prior to the expiration date of the initial period or any renewal period. Negotiations shall begin ninety days before final date of the Agreement. As a showing of good faith during the effort to reach a new agreement, the existing agreement will remain in full force during subsequent negotiations.

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

Notwithstanding the above, it is the intent of the parties to this contract to begin negotiations in November of 2025.

#2 PURPOSE AND INTENT

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

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

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

#3 RECOGNITION/ELIGIBILITY

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

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

#4 MANAGEMENT RIGHTS

Except as otherwise modified in this Agreement the management and direction of the Police Department operations, as well as how such operations are to be conducted, shall remain the sole and exclusive prerogative of the Town. All rights and responsibilities not specifically modified by this Agreement or agreed to practices as per current Town Employee Handbook and the Police Department Policies and Procedures will fall in the sole and exclusive function of the Town.

The Employer will have a right to discipline and/or discharge for just cause as specifically set forth in section #7 Disciplinary/Discharge Actions and section #8 Grievance Procedure/Arbitration.

Management rights are included:

Direct the work force.

Hire and assign employees of its own selection.

Determine the number to be employed in the police department.

Maintain efficiency.

Extend, maintain, curtail, sell, or terminate all or any part of the police department operations or positions.

Determine size and location of facilities.

Establish new methods of work.

Prepare, establish, or revise job qualifications and classifications.

Assign and reassign work to be performed.

Transfer, promote, demote, lay off; or discipline employees for just cause shown.

Maintain and enforce rules of discipline.

Determine number and time of shifts, hours of work, days of week and number of hours and days in work week.

Determine need for new positions.

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

#5 NO STRIKE/NO LOCKOUT

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

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

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

#6 UNION VISITATION & UNION BUSINESS

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

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

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

#7 DISCIPLINARY/DISCHARGE ACTIONS

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

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

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

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

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

Oral Reprimand

Oral reprimands are issued by the immediate supervisor for initial, minor misconduct with notification to the Human Resources Department and Department Head. A record of such a reprimand will be placed in the employee's personnel file and be retained there for a period of six (6) months. If no other disciplinary action occurs during the six (6) month period, the record of the oral reprimand will be removed from the employee's personnel file.

Written Reprimand

A supervisor, after notification and consultation with the Human Resources Director and Department Head may issue a written reprimand to an employee when:

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

A written reprimand shall be discussed with, and a copy given to the employee and a copy placed in the employee's personnel file. The written reprimand shall remain in the employee's personnel file for at least one (1) year providing no other actions were taken. If no further disciplinary actions have been taken within one (1) year, the written reprimand shall be removed from the employee's personnel file.

Suspension

After consultation with the Human Resources Director and the Town Manager, a Department Head may suspend an employee without pay, when:

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

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

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

Dismissal

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

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

Demotion

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

#8 GRIEVANCE PROCEDURE/ARBITRATION

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

Step I

An employee believing they have cause for complaint shall first discuss it with the issuing supervisor, with or without the assistance of the Association representative. A problem shall not become an official grievance until the issuing supervisor has had an opportunity to contact the Chief, or their designee to discuss the problem and attempt to resolve the complaint. The issuing supervisor shall give the employee a verbal answer within ten (10) business days after the verbal presentation of the complaint -. Such complaint shall be presented verbally by the employee within ten (10) business days after the occurrence of the event, unless the employee is on vacation or leave at the time of the event and has no knowledge of the occurrence of the event, in which instance they shall have ten (10) business days from the date of return which to file.

Step II

If the complaint is not resolved at Step I the grievance shall be reduced to writing, signed by the aggrieved employee delivered to the Police Chief or their designee within ten (10) business days of receiving the issuing supervisor's verbal answer. The Police Chief or their designee shall have seven (7) business days from the date of presentation to formulate and submit a response to the grievance. The Police Chief or their designee representative shall then return the grievance to the President of the local Association.

Step III

Should the grievance remain unresolved following Step II, the employee can submit the grievance in writing to the Human Resources Director and /or the Town Manager within ten (10) business days of receipt of the Step II response. Likewise, if the grievance is an appeal of an action taken by the Police Chief, then the grievant shall grieve directly to the Town Manager but must do so within ten (10) business working days of the Police Chief's action. A meeting will be held with the Town Manager, Police Chief, Human Resources Director, Grievant, and Local President. A Representative of the New England Police Benevolent Association may attend. Legal counsel for the Town may be present. The Town Manager shall have ten (10) business days from the date of the meeting in which to submit their answer in writing to the grievance and return it to the Association.

Should the answer at Step III prove not to be satisfactory, the Association may submit the grievance to Arbitration for final disposition and notify the Human Resources Director and/or the Town Manager in writing, citing the specific clause violated. The filing of the grievance should be made within thirty (30) business days from receipt of the Town Manager's answers. The Association must submit

the grievance to the Federal Mediation and Conciliation Services, Arbitration Division. Upon receipt of the panel of names, the Association would strike three (3) names and the Town would strike three (3) names and the remaining name would be the arbitrator.

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

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

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

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

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

#9 HOURS OF WORK/PAY PERIOD

Generally

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

Pay Period

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

The pay period for Patrol Supervisors, Patrol Officers, Dispatchers, Animal Control Officer, Parking Enforcement Officers is defined as 80 hours within a period of 14 consecutive days. Clerks pay period is defined as 75 hours pay period. The workday shall consist of a 7½, 8-, 10-, or 12-hour day within a period of 24 consecutive hours beginning with the starting time and ending at the starting time the following day.

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

Employees, with prior approval of the Police Chief or their designee may swap shifts or days off.

Bidding and Shift Assignments

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

Shift bidding for Police Officers

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

The Police Chief shall have discretion in limiting the number of positions available on each shift to ensure that staff is spread over each shift efficiently.

Each shift will be staffed by 1 Lieutenant, 1 Sergeant, and 5 Patrol Officers.

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

The actual process of bidding shall involve:

Each calendar year shall be made up of two (2) shift assignment periods; January 1st through June 30th, and July 1st through December 31st. No later than May 15th for the first shift assignment period and no later than November 15th for the second shift assignment period, the Police Chief or their designee shall post a list of shifts available for bidding for the next period along with a seniority list that is accurate as of June 30th or December 31st of the current period. Employees who become eligible to bid after May 15th but before June 30th or after November 15th, but before December 31st of the current period will be allowed to bid for shifts.

Employees eligible to bid shall write their names into available shift slots in order of seniority. Once the slots are all filled or all eligible members have written in their name, an elected member of the collective bargaining unit shall sign and date the shift bidding sheet and submit it to the Police Chief or their designee. If slots are not filled due to a shortage of employees or there are more employees than there are slots to fill, the Police Chief shall have sole discretion for the assignment of personnel.

The Police Chief or their designee shall post shift assignments no later than June 15th and December 15th of each year. To assist the affected employees in their personal scheduling, once the bidding process is completed, the starting and finishing time of any shift may be modified by no more than two (2) hours either way.

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

explanation and an opportunity to be heard and present their response to the Chief prior to the transfer being imposed.

If a transfer is ordered by the Police Chief or their designee, rebidding shall be open to all employees of the collective bargaining unit eligible for the shift opening in a less senior position to the individual removed from the shift. However, no rebidding shall occur if a shift transfer is made during the last two (2) months of the shift assignment period at which time the Chief shall complete the shift transfer and reassignment with no subsequent rebidding until the annual bidding process is initiated once again according to the process described above.

Shift bidding for - Central Dispatch

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

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

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

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

If a shift becomes available due to transfer or resignation, rebidding shall be open to all dispatchers eligible for the shift opening in a less senior position to the individual removed from the shift. However, no rebidding shall occur if a shift is made open during the three (3) months prior to the annual bidding process and no shift transfers once shift bidding is initiated. Once completed, shift swaps and transfers shall be at the sole discretion of the Police Chief. Any individual wishing to request a shift transfer may state their explanation to the Police Chief and the decision shall be that of the Police Chief. The decision may be appealed to the Town Manager. The Town Managers decision shall be final and shall not be subject to review or grievance of any kind.

Personal Breaks

Each 80-hour employee shall be entitled to a half-hour (30 minutes) paid, on-duty meal break during any full-time shifts. Each employee shall also be entitled to a (ten) 10-minute paid, on-duty personal break during the first half of a shift and shall also be entitled to a

second (ten) 10-minute paid, on-duty personal break during the second half of a shift. No prior approval is required, but a break may not be allowed on those occasions when, in the judgment of the supervisor, public safety and law enforcement obligations make such a break impractical. These breaks shall be subject to the scheduling directives of the supervisor.

Posting

Work and shift assignments shall be posted at a conspicuous location at the Police station, normally one (1) week in advance.

#10 OVERTIME, COMP TIME, OUTSIDE ASSIGNMENTS

Overtime

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

All work performed more than eighty (80) hours in any two-week pay period shall be considered overtime. The following are not considered work time and therefore are not used in the calculation of overtime.

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

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

Shift Coverage Overtime

To ensure adequate staffing of shifts when a shortfall in staffing arises, the Police Chief or their designee may require employees to work overtime. The Assistant Chief or Patrol Supervisor will examine the official duty schedule in advance to determine where staffing shortfalls exist.

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

Outside Overtime

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

Officers working Outside Overtime shall receive \$75.00 per hour or their usual overtime rate, whichever is greater, and will be compensated for a minimum of four (4) hours.

***If the EMPLOYEE is not notified at least four (4) hours before the cancellation of an outside paid detail, a minimum of four (4) hours shall be paid to the employee.

In the event an employee reports to an outside paid detail and said detail is canceled, said employee shall be paid a minimum of - four (4) hours.

***There shall be a five (5) hour guarantee on those details of eight (8) hours or more FOR ONE OFFICER. The rate for outside details on Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, shall be at three (3) times the officer's regular rate of pay.

Assignments

If no eligible employee signs up for overtime slot, either to provide mandatory shift coverage or for an outside paid police detail, then the Assistant Chief or their designee shall assign personnel to work the overtime slot according to the following procedure.

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

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

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

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

The Assistant Chief or their designee shall keep a list of all sworn employees for the purpose of assigning overtime shifts. When an employee is assigned a shift, the date of the assignment will be written on the sheet. If more than one (1) employee can be assigned according to the above procedure, the employee with the fewest assignments will be assigned. If more than one (1) employee can be assigned and both employees have the same number of assignments, then the employee with the least recent assignment shall be assigned.

Once an employee is assigned, that employee's name shall be written in the overtime slot along with a notation indicating who assigned them and that it was in fact an assignment. The person making the assignment will attempt to notify the employee in person by phone call or text or by leaving a message on their voicemail. Should the person be unable

to make contact or leave a telephone message then a written note left in the employee's message box shall be sufficient notice. This will be done only when the employee is scheduled to work a shift of at least TWENTY-FOUR (24) hours prior to the date and time of the assigned slot. These assignment messages will commit the Officer and the employee shall report or have a suitable substitute report to the assignment.

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

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

Miscellaneous

- All overtime shall be pre-approved by a shift supervisor prior to working the hours.
Overtime not preapproved will not be approved.
- Detective call-in will be pre-approved by the Detective Unit supervisor or the Police Chief or their designee.
- In-service training will be provided virtually or by recording, when possible, for assigned viewing during a working shift. Viewing will be available to all Officers at their option, however it will be unpaid unless using flex time or if any are on duty at the time of the training and staffing allows for their attendance, unless attendance is mandatory.
- Travel out of town to/from training shall be incorporated into a flexed time schedule.
- Other modifications to schedules may take place as needed to conserve the need for expending overtime.

Flex Time

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

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

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

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

Accumulation and use of Compensatory Time

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

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

The current available balance of compensatory time shall be paid out to the employee on an annual basis in the second (2) payroll in June.

Court Call Back

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

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

Minimum Hours of Pay

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

#11 SENIORITY/PROBATIONARY PERIOD

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

All employees are on a one (1) probationary period from the effective date that the employee was last hired and placed on the seniority list after their successful probation.

Sworn Officers will be placed on the seniority list after the successful completion of their Field Training and Evaluation Program (FTEP) training and their probation is extended for 1 year after their graduation from the Police Academy.

With the approval of the Police Chief, an individual's probation may be extended for an additional six (6) months.

Their seniority date shall be retroactive to their last date of hire seniority dates change if the employee is promoted. Probationary employees may be members of the collective bargaining unit and their retention as an employee is entirely up to management, and they may be terminated for any and/or no stated reason. Such termination is not subject to grievance or appeal.

For purposes of this Article, seniority shall be determined from the individual's last date of hire as a full time sworn law enforcement officer; time accrued as a Parking Enforcement Officer, Animal Control Officer, Special Duty Officer, Clerk or Dispatcher shall not be counted in the event one of those employees advances to a full time sworn Law Enforcement Officer.

A seniority list will always be maintained by the Town and a file will be provided by the Union President or their designee's request to the Human Resources Director, as often as requested per year or new hires or employees who leave employment. The list will identify the members' names, job title and hiring date. Each employee has ten (10) working days from the date of posting to challenge their seniority date; otherwise, the list will become the official list for seniority. If more than one employee is hired on the same day, i.e., the day that they start work, the Town will determine who has seniority, based on their last and first name. If such a determination is unclear the Town will select in the event of a tie.

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

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

- Voluntary resignation.
- Discharge for just cause.

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

Reduction in Force

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

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

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

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

Recall

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

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

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

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

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

Limitation: An employee who is on lay-off and who has not received notification of recall within one (1) year from the date of lay off shall lose all seniority and recall rights. In other words, if an individual with five years seniority is laid off and subsequently recalled within one (1) year, that individual shall return with five (5) years seniority and the one (1) year of lay off status is not added to that individual's seniority.

New Positions and Vacancies

Whenever the Town creates a new position(s) within the bargaining unit or decides to fill a job vacancy within the bargaining unit, it will make the selection based on qualifications, skill, and ability of those applying, giving preference to current employees and seniority where practicable, considering the overall effect on the operations.

All new positions and vacancies to be filled will be posted for a period of fourteen (14) days before the Town fills such a position or vacancy. The Town may extend the period of the posting until filled with qualified applicants.

For new positions, the Town and the Union will meet to determine whether that position will be added to the bargaining unit.

If agreement cannot be reached the matter may be referred to the Vermont Labor Relations Board by either the Town or Union, or both, with a request that the Commission decide.

If the position will be determined that it is within the bargaining unit, the position will then follow the provisions of the job posting contained in this Agreement.

Eligibility for Rehire – Employees who leave the Town employment in good standing with proper notice (2 weeks+) may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all the minimum requirements of the position, including any required qualifying exams. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits unless required by law if they have not been employed by the Town within the past six (6) months.

Employees who are involuntarily terminated by the Town for just cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their jobs will not be considered for rehire.

#12 VACATION/HOLIDAYS

Vacation leave shall begin to accrue at the end of the first full month of employment. New hires may not use their vacation accruals until after six (6) months of continuous employment, except as noted below, annual vacation leave is based on continuous service to the Town and shall be computed as follows:

<u>Length of Service</u>	<u>Vacation Accrual Rate</u> <u>(one day = 7.5 or 8 hours)</u>
Through 5 years of service	1 day per month
6 through 10 years of service	1½ days per month
11 through 15 years of service	1½ days per month
16 – 20 years of service	1¾ days per month
Over 20 years of service	2 days per month

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

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

Vacation Schedules

All employees shall be required to take two (2) weeks of vacation each year. Any accumulated vacation leave, or any unused portion shall be carried forward. However, said accumulation shall not exceed six (6) weeks (based on accrual rate: 225 hours for 37.5 hour per week employees and 240 hours for 40 hour per week employees) on July 1 of the calendar year unless prior approval is granted by the Human Resources Director via the Department Head.

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

All vacation leave will be offered (declaration of intent) for approval on a continuing rotation. Employees who wish to take vacation leave shall request such leave in writing a minimum of five (5) calendar days prior to commencement of the requested leave. Approvals will be made for vacations up to nine (9) months prior to the date requested. Conflicting requests will be resolved by review of employee tenure, assignment, and a sense of fairness. No consecutive vacation leave will exceed a (3) three-week period.

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

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

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

Upon termination of employment with the Town, either voluntarily or otherwise, any unused vacation, personal or comp hours balances shall be paid as a lump sum payment in the next payroll. If an employee's employment ends involuntarily, they will be paid out their vacation, personal and comp hour balances within three (3) business days.

Prepayment of Vacation Pay

Employees shall be able to receive vacation pay in advance of such vacation. A written request for such pay must be submitted to the Department Head and the Human Resources Director for approval, at least two (2) weeks prior to the date of the requested pay advance. The payment will be processed during a regular payroll period, not as a supplemental pay, the employee will be notified of the payment date once it's been approved.

Advances will be issued only for vacation leave. Holidays occurring during a vacation period shall not be charged to vacation time.

Vacation Buy-Back Program

Certain restrictions do apply to the buy-back program, as follows:

- Employees must have remaining at least one week of vacation leave balance following the buy back.
- Employees must have an accrued sick leave balance of at least six weeks.
- Employees may not have used more than one week of sick leave in the twelve months immediately preceding the buy back. *Exceptions may be permitted regarding an employee on FMLA and/or medical leave absence with Human Resources approval.*

- Have used at least one-half of annual accrued vacation in the past twelve months.

Holidays

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

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day & Day After	Fourth Thursday in Nov. & Day After
Christmas Day	December 25
Day before Christmas	December 24, 1/2, day
New Year's Eve	December 31, 1/2, day

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

In addition to the above **each full-time employee**, covered by the agreement, will be granted **two (2) personal days each fiscal year**, taken with approval of their Department Head with at least 24 hours prior notice. Personal days not taken within the fiscal year may not be carried forward or accrued.

Official holidays, or the days observed as such holidays, occurring during a vacation period shall not be charged to the vacation time of a full-time Clerical, full-time Parking Enforcement or Animal Control Officer employee.

Holiday Compensation for Full Time Sworn Officers and Full Time Dispatchers: Sworn Officers and Dispatchers who, because of the nature of the service performed, are required to work on said holidays or on the day on which such holiday is observed, shall receive additional compensation in accordance with the procedure and conditions set forth below.

Additional Vacation: Full-time Sworn Officers and Dispatchers shall receive sixty-four (64) hours of additional vacation leave per year. Such leave shall be granted at the rate of eight (8) hours every other month on the last calendar day of the months of January, March, May, July, two days in September, and two days in November.

Additional Pay: All full-time Sworn Officers and full-time Dispatchers who are employed by the Town on December 1st of any calendar year shall receive on or before December 15th of each calendar year, additional pay in the amount of four (4) hours pay per full month worked (for the Town) up to a maximum of fifty-two (52) hours per year.

The holiday payment will be provided pro-rated for holidays worked in the calendar year to any eligible Officer or Dispatcher who leaves employment with the town prior to the annual payment.

Leave Records

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

Holidays

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

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

Sick Leave

Sick leave eligibility shall begin to accrue at the end of the first month of employment and shall be available for use in accordance with the following procedure. Employees may begin to use sick leave after three months of consecutive employment.

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

Personal illness or physical incapacity resulting from causes beyond the employee's control.

Enforced quarantine of the employee in accordance with community health regulations. To meet medical or dental appointments, or other sickness prevention measures more than two (2) hours. For medical or dental appointments of less than two (2) hours, an employee may receive an authorized absence from work from the Police Chief, without using sick leave of a maximum of 2 appointments per month.

Consistent use of single or multiple sick occurrences in conjunction with extended days off may constitute abuse. In case of multiple occurrences, the employee may be mandated to provide a doctor's note. Employees should contact the Human Resources Department for FMLA information.

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

All full-time Police Department employees working 37.5 hours or 40 hours per week shall accrue sick leave eligibility at the rate of eight (8) hours per month until 960 hours have been accrued. After 960 hours of sick leave have been accrued, employees shall accrue additional sick leave at a rate of one-half (1/2) day per month to a maximum of 1,120 hours. Employees shall not accrue sick leave eligibility for more than 1,120 hours.

An employee shall be limited to a maximum of thirty (30) days of payment upon retirement from the Town.

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

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

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

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

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

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

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

As an additional incentive to maintain maximum sick leave accrual, the Town will pay for the balance of sick leave accrual more than 720 hours up to the maximum accrual of 960 hours for a 40-hour employee, who retires from the Town after a minimum of twenty consecutive years of service. This payment will be included in the employee's final paycheck upon retirement. An employee shall be limited to a maximum of thirty (30) sick days of payment upon retirement from the Town.

Voluntary Sick Leave Pool

Lengthy illness or injury may exhaust an employee's paid sick leave and vacation leave, creating a financial hardship for employees. To help Town employees under these circumstances, a voluntary sick leave pool has been established. Employees may donate sick leave to benefit fellow employees. The sick leave pool is designed, and has been

implemented, primarily to assist employees who have not yet been able to earn sick leave or who may encounter an unusual illness or injury.

A. Sick Leave Donations

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

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

- a) exhausted all their accumulated sick and comp leave.
- b) have exhausted all but one week of their vacation leave.
- c) have a reasonable expectation of returning to work within six (6) months of their last paid sick and /or vacation leave day.
- d) And must have donated to the sick leave pool.

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

- a) Only participants in the pool will be eligible to serve on the Board.
- b) All terms are for a one (1) year period ending on July 15th of each year.
- c) No Board member shall serve two (2) consecutive terms.
- d) The Human Resources Department will ensure that a list of all employees eligible to serve on the Board is distributed to pool participants.
- e) All pool participants may vote for three (3) people on the list.
- f) Those receiving the highest number of votes will be Board members.
- g) Any pool participant is required to serve on the Board, if elected.

D. Procedure: An employee wishing to draw from the pool must make a written request to the Human Resources Director. The Human Resources Director will verify that the employee meets the above eligibility requirements and will schedule a meeting of the Employee Review Board.

- a) Requests will be granted on a per payroll basis only in the amount necessary to compensate an employee for base pay period hours.
- b) Employees are limited to a maximum draw of twelve weeks from the pool in any thirty- six month period unless the Employee Review Board votes to allow an employee to exceed this maximum draw based on: (a)

the employee's prior pattern of sick leave use, (b) the employee's leave balance prior to this illness, (c) if the nature of this illness is unexpected, (d) the severity of the illness, or (e) some other factor explicitly cited by the Employee Review Board in making its decision.

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

Workers' Compensation

As required by Vermont law, Town employees are covered by Workers Compensation Insurance. This insurance provides coverage in the event of a work-related injury. See Appendix, "Town of Brattleboro Workers Compensation Practices" which is incorporated into this agreement.

The injured employee shall receive full pay while awaiting the commencement of benefit payments, if they agree to pay over to the Town any workmen's compensation benefits later received for that period. These payments will be charged against the employee's accrued sick leave account. Sick leave usage will be credited back to the employee's account, based upon the amount of workmen's compensation insurance benefits received. The state of Vermont has a three (3) day waiting period.

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

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

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

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

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

Employee Benefit Contributions: During the period of payroll supplementation of worker's compensation benefits, payroll deductions will continue as authorized. If the

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

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

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

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

Bereavement Leave

Employees shall be allowed up to five consecutive calendar days off for the death of an employee's spouse/legal partner, children, or stepchildren. Employees shall be allowed up to three consecutive calendar days off for the death of an employee's parent, stepparent, parent-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparent, step-grandparents, grandparent-in-laws, or grandchildren, or step-grandchildren. In the event an employee is required to attend a funeral as a delegate of the Town, as determined by the Police Chief, the employee will be compensated for the time spent attending the funeral.

Military Leave

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

Jury Leave

Jury Duty - Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive their normal rate of pay for each day of jury duty for which he or she would have normally worked. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the workday. Any payment received for jury duty shall be deducted from their payroll, receipt of payment must be provided to the Human Resources Director.

#14 INTERNAL INVESTIGATIONS

The Town and the Association agree that Internal Investigations shall be handled in accordance with Policy and Procedure #2001 (as amended). If there is a change to the current Policy and Procedure, the proposed changes are subject to bargaining as of 6/30/2022.

#15 BENEFITS

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

Group Term Life Insurance

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

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

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

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

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

Medical and Hospitalization Insurance

The Town requires that all full-time employees be covered by medical and hospitalization insurance. Employees may enroll in the town sponsored plan. Town employees are eligible to enroll in a medical/hospitalization program offered by the Town at the time of hire. Eligibility is the first of the month coinciding with or next following date of hire for employees scheduled to work 30 or more hours per week. Employees should verify coverage start dates at the time of their enrollment in the program.

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

- The Town shall pay 95% and the employees shall pay 5% of the premium in CY 23, CY 24, and CY 25.
- Additionally, the Town will annually contribute to the employee's Health Savings Account (HSA): \$750 for a single plan or \$1,500 for a two person/family plan. Using the HSA and their own resources, each employee will be responsible for covered medical expenses up to the annual out-of-pocket maximum of \$1,500 for a single plan or \$3,000 for a two person/family plan. The Town will maintain a

Health Reimbursement Arrangement (HRA) to pay for claims between each employee's annual out-of-pocket maximum and their applicable deductible level. The Town will meet annually with a committee comprised of representatives from each collective bargaining unit, and a non-union Town employee representative. The Town will not make unilateral adjustments to the program design.

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

Health Insurance Opt-Out:

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

- a) This bonus shall be paid as follows: \$2,000 in June and \$2,000 in December.
- b) Payments will only be made if the employee remains off the Town offered plan and is insured during each six-month period.
- c) The bonus will not be pro-rated, the employee must have reached six (6) months of employment prior to receiving the first payment.

Medical Insurance after Retirement:

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

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

All other benefits shall cease at the time of retirement.

Dependent Care FSA

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

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

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

Long Term Disability

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

Optional Dental Insurance

The Town offers employees the option of purchasing, at the employee's expense, Dental Insurance at a discounted rate. Details of this Plan are available from the Human Resources Department.

Optional Vision Insurance

The Town offers employees the option of purchasing, at the employee's expense, Vision Insurance at a discounted rate. Details of this Plan are available from the Human Resources Department.

Continuation of Coverage (COBRA)

The Town will comply with the applicable state and federal laws relating to the continuation of healthcare coverage for employees who leave employment with the Town. The federal law, commonly known as the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA" and the State of Vermont law at Title 8: Subchapter 2: Continuation and Conversion of Group Health Insurance Policies. The

Town's obligations and employee responsibilities are delineated by the United States Code of Federal Regulations, codified at 29 U.S. Code, part 6 sections 1161-1169 and by the Vermont Statutes Annotated at 8 V.S.A. 4090a-4090g.

Wellness Days:

Each employee will have the opportunity to earn up to two (2) wellness days per fiscal year by volunteering to receive a mental health checkup up to two (2) times during the fiscal year. For each mental health check up with a licensed professional of the employees choosing, the employee shall receive a wellness day to be used under the same guidelines as vacation days. The Town will only require the employee provide a note from the qualified professional the employee was seen by and attended a full session of approximately 45 to 60 minutes long. Telehealth is acceptable, but in person sessions are preferred. There is no restriction on the time frame for the employees' two (2) sessions other than both being within the same fiscal year. Wellness days will not be carried over to another fiscal year.

#16 PENSION PLAN

Sworn Officers

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

Non-Sworn Employees

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

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

The remainder of this section refers only to participation in and administration of the Town's defined contribution retirement program.

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

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

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

Less than three years	0% vested.
Three years	60% vested.
Four years	80% vested.

Five or more

100%vested.

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

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

Liability Insurance

If

- 1) the Vermont Legislature enacts any law during the duration of this agreement which increases the potential civil liability of individual employees for acts and/or omissions occurring within the scope of their lawful duties;
- and
- 2) the Town of Brattleboro's liability coverage carrier ceases to provide liability coverage for claims premised on the good faith acts and/or omissions of employees occurring within the scope of their lawful duties, then, upon proof by an active employee who has enrolled into the National Law Enforcement Officers' Legal Defense Fund, the Town shall reimburse said employee in an amount not to exceed \$400.00 per year.

#17 EMPLOYMENT OPPORTUNITIES

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

Promotional Trial Period

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

Reversion to Previous Classification

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

Demotions

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

- Position Abolished: When an employee would otherwise be laid off because a position is being abolished.
- Position Reclassified: When a position is being reclassified to a higher classification for which the employee does not have the required qualifications.
- Replaced Employee Returning from Authorized Leave: When another employee returns to work from authorized leave to the position, in accordance with the Rules on leave as set forth in Article 13.

- Lack of Qualifications: When an employee does not possess, or loses, the necessary qualifications to render satisfactory service in the position held.
- Voluntary Request: When an employee voluntarily requests such a demotion, and a position is available at the lower classification for which the employee is qualified.
- Disciplinary Action: As disciplinary action in conformance with provisions of this agreement.

Reduction in Pay

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

#18 UNION SECURITY / DUES DEDUCTION

Each employee who, on the effective date of this Agreement, is a member of the collective bargaining unit and each employee who becomes a member after that date shall maintain membership in the Association by payment of initiation fee, and dues. If they desire not to join the Association, they may do so.

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

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

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

The New England Police Benevolent Association, shall indemnify and save the Town, its officers, agents, and employees harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town, its officers, agents, and employees in reliance upon signed authorization cards furnished to the Town by the Association or for the purpose of complying with any of the provisions of this Article.

#19 WAGES

Employees shall receive an across-the-board increase for FY24 as identified in the wage scale below and a minimum of 3.0% COLA across the board increase in FY25 and FY26.

FY25 & FY26 are subject to the budget approved at the Representative Town Meeting, no employee shall receive less than 3.0% and are all subject to an increase as approved.

Employees will receive no less than a 3% increase or at the Chief's discretion if they are promoted to a supervisory position.

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

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

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

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

FY24 4%				Detective					
FY25 3% Min		2%		6%					
FY26 3% Min									
Academy	\$25.54	\$53,128.19				Clerk 1	\$19.84	\$38,688.00	\$3.76
PO1	\$27.58	\$57,366.40				Clerk 2	\$20.24	\$39,461.76	2%
PO2	\$28.13	\$58,513.73				Clerk 3	\$20.64	\$40,251.00	2%
PO3	\$28.69	\$59,684.00				Clerk 4	\$21.05	\$41,056.02	2%
PO4	\$29.27	\$60,877.68		Detective 6%		Clerk 5	\$21.47	\$41,877.14	2%
PO5	\$29.85	\$62,095.24		\$31.65	\$65,834.18	Clerk 6	\$21.90	\$42,714.68	2%
PO6	\$30.45	\$63,337.14		\$32.28	\$67,136.16	Clerk 7	\$22.34	\$43,568.97	2%
PO7	\$31.06	\$64,603.88		\$32.92	\$68,481.09	Clerk 8	\$22.79	\$44,440.35	2%
PO8	\$31.68	\$65,895.96		\$33.58	\$69,848.06	Clerk 9	\$23.24	\$45,329.16	2%
PO9	\$32.31	\$67,213.88		\$34.26	\$71,259.14	Clerk 10	\$23.71	\$46,235.74	2%
PO10	\$32.96	\$68,558.16		\$34.94	\$72,670.21				
PO11	\$33.62	\$69,929.32		\$35.64	\$74,123.61				
PO12	\$34.29	\$71,327.91		\$36.36	\$75,624.64				
PO13	\$34.98	\$72,754.47		\$37.08	\$77,123.90	PE1	\$19.85	\$41,288.00	\$3.77
PO14	\$35.68	\$74,209.56		\$37.82	\$78,667.26	PE2	\$20.25	\$42,120.00	2%
PO15	\$36.39	\$75,693.75		\$38.58	\$80,254.72	PE3	\$20.65	\$42,952.00	2%
PO16	\$37.12	\$77,207.62		\$39.35	\$81,842.18	PE4	\$21.06	\$43,804.80	2%
PO17	\$37.86	\$78,751.77		\$40.14	\$83,495.78	PE5	\$21.49	\$44,699.20	2%
PO18	\$38.62	\$80,326.81		\$40.94	\$85,149.38	PE6	\$21.92	\$45,593.60	2%
PO19	\$39.39	\$81,933.35		\$41.76	\$86,869.12	PE7	\$22.35	\$46,488.00	2%
PO20	\$40.18	\$83,572.01		\$42.59	\$88,588.86	PE8	\$22.80	\$47,424.00	2%
						PE9	\$23.26	\$48,380.80	2%
						PE10	\$23.72	\$49,337.60	2%
		3%		Detective 6%					
SGT 1	\$36.40	\$75,712.00		\$38.58	\$80,254.72	ACO1	\$21.13	\$43,950.40	\$1.21
SGT 2	\$37.49	\$77,983.36		\$39.74	\$82,662.36	ACO2	\$21.55	\$44,829.41	2%
SGT 3	\$38.62	\$80,322.86		\$40.93	\$85,142.23	ACO3	\$21.98	\$45,726.00	2%
SGT 4	\$39.78	\$82,732.55		\$42.17	\$87,706.94	ACO4	\$22.42	\$46,640.52	2%
SGT 5	\$40.97	\$85,214.52		\$43.43	\$90,338.15	ACO5	\$22.87	\$47,573.33	2%
SGT 6	\$42.20	\$87,770.96		\$44.73	\$93,042.56	ACO6	\$23.33	\$48,524.79	2%
						ACO7	\$23.80	\$49,495.29	2%
						ACO8	\$24.27	\$50,485.19	2%
						ACO9	\$24.76	\$51,494.90	2%
				Detective 6%		ACO10	\$25.25	\$52,524.80	2%
LT 1	\$39.78	\$82,742.40		\$42.17	\$87,706.94				
LT 2	\$40.97	\$85,224.67		\$43.43	\$90,338.15				
LT 3	\$42.20	\$87,781.41		\$44.73	\$93,042.56	ESD1	\$21.54	\$44,803.20	\$2.51
LT 4	\$43.47	\$90,414.85		\$46.07	\$95,833.84	ESD2	\$21.97	\$45,699.26	2%
LT 5	\$44.77	\$93,127.30		\$47.46	\$98,708.85	ESD3	\$22.41	\$46,613.25	2%
LT 6	\$46.12	\$95,921.12		\$48.88	\$101,670.12	ESD4	\$22.86	\$47,545.51	2%
						ESD5	\$23.32	\$48,496.42	2%
						ESD6	\$23.78	\$49,466.35	2%
						ESD7	\$24.26	\$50,455.68	2%
						ESD8	\$24.74	\$51,464.79	2%
						ESD9	\$25.24	\$52,494.09	2%
						ESD10	\$25.74	\$53,543.97	2%
						ESD11	\$26.26	\$54,614.85	2%
						ESD12	\$26.78	\$55,707.15	2%
						ESD13	\$27.32	\$56,821.29	2%
						ESD14	\$27.86	\$57,957.72	2%
						ESD15	\$28.42	\$59,116.87	2%

#20 ALCOHOL / DRUG ABUSE

The Town has a zero-tolerance for employees who may report to work under the influence of alcohol or drugs. Employees should report free of any adverse effects of drugs (including cannabis) or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their ability to work safely and promptly disclose any work restrictions to their supervisor and Human Resources Director. Employees should not, however, disclose underlying medical conditions unless directed to do so by their physician. The following work rules apply to all employees:

- Whenever employees are working, **present on any Town premises**, without prior approval or are conducting related work off-site, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing, or dispensing any drugs (to include possession of drug paraphernalia) outside of the scope of their duties.
 - b. Being under the influence of alcohol or drugs as defined in this policy.
- The Town will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to perform their job duties safely and effectively. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist.
- Any drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency.

Drug Testing

It is the policy of the Town not to test employees or applicants for the use of controlled substances except where required for a position or skill.

However, in certain circumstances where there is probable cause to suspect substance abuse on the job, employees may be required to undergo testing for substance use or abuse.

Compliance with this policy is a condition of employment. Notwithstanding any provision herein, this policy will always be enforced in accordance with applicable state and local law.

Positive Test Results

If a drug test registers positive, a second test will be conducted. If the medical review officer reports a positive test result, the employee will be required to meet with a Substance Abuse Professional (SAP) for an initial evaluation. SAP will recommend a course of action and report the findings and recommend a plan of action to the employee and employer. Later to be determined by the SAP, a follow-up evaluation will

occur between the SAP and the employee. A follow-up evaluation report, containing information on completion or compliance with the initial action plan and recommendations on future drug testing, will be sent to the employer. The employee will then be sent to for a return-to-work drug test.

Upon the results of that test a decision on whether to allow the employee to return to work will be made. Disciplinary action will occur simultaneously with the SAP process. The employee will be subject to disciplinary action including up to one-week unpaid suspension. The employee will be required to participate in a minimum of six drug tests over the course of the next twelve (12) months.

Employee Assistance Program (EAP)

The Town provides confidential assistance through its employee assistance program (EAP) to all employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care. Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Town. Employees are encouraged to contact Human Resources for more information or to attend offered EAP orientations.

FOR EMPLOYERS WHO PERFORM DRUG OR ALCOHOL TESTING: If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations.

EAP services are available to participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance. The EAP counselors will make every effort to coordinate referral for ongoing treatment with the employee's health insurance coverage as well as their ability to pay.

EAP services can be initiated by contacting the EAP service provider: 1-800-287-2173
www.investaeap.org

Employees who need to visit EAP during regular work hours must use sick or personal time. If illness is involved, sick or personal time may be used for treatment or rehabilitation on the same basis that it is granted for other health problems.

When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems during the workday, the supervisor should counsel the employee in consultation with the Human Resources Director or designee towards resolving the situation. If the employee appears to be unable or unwilling to correct the

situation, they may be referred to EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP.

Disciplinary Action

An employee who reports for work under the influence of alcohol or regulated drugs, or who consumes or uses such substances while at work, shall be immediately suspended, and shall be subject to such further discipline as is warranted and authorized by 21 V.S.A. §511 et seq.

#21 SAFE WORK

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

#22 SHIFT DIFFERENTIAL PAY

Sworn Officers

- **Sworn Officers** – For the duration of the 2-Shift system, the shift differential paid for the Second Shift under the 3-shift system (\$0.75 per hour) shall be paid to the First Shift under the 2-shift system. The shift differential paid for the Third Shift under the 3-shift system (\$1.20 per hour) shall be paid to the Second Shift under the 2-shift system.
- **Dispatchers** – Employees will receive the shift differential (\$1.20 per hour) whenever they work the overnight shift.
- **Leave hours** are paid with the shift differential for sworn and unsworn members.

Sworn Officers – For the duration of the 2-Shift system, the shift differential paid for the Second Shift under the 3-shift system (\$0.75 per hour) shall be paid to the First Shift under the 2-shift system. The shift differential paid for the Third Shift under the 3-shift system (\$1.20 per hour) shall be paid to the Second Shift under the 2-shift system.

When the department is at a safe staffing level to return to three (3) shifts or remains on two (2) shifts as determined by the Chief, the day shift officers will no longer be eligible to receive the \$0.75 per hour.

Dispatchers – Employees will receive the shift differential (\$1.20 per hour) whenever they work the overnight shift.

Leave hours are paid with the shift differential for sworn and unsworn members.

Dispatchers

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

#23 DETECTIVE ASSIGNMENT & ON-CALL

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

To ensure a guarantee of weekly coverage, a rotation list of Detectives shall be maintained to identify the Detective on-call each week. The rotation list shall ensure that this on-call obligation is evenly rotated amongst the Detectives. The Detectives can trade weeks, days, or hours amongst themselves with the prior approval of the Chief or their designee so long as the on-call position is filled with absolute certainty.

This Article does not prohibit the Town from calling in more than one Detective.

Detectives on-call: Those who serve in an on-call assignment (either voluntary or mandatory) shall receive \$3.50 per hour compensation for actual hours on call.

Call-In Response Time: The Detective on call must maintain a response time of no more than sixty (60) minutes.

The Brattleboro Police Department will make an annual stipend payment in the first pay period of July in the amount of \$475 to sworn officers assigned to the detective division and who are expected to work in plain clothes. All sworn officers assigned to the Detective division shall dress in accordance with the dress code policy at all times. The stipend will not apply to Officers temporarily assigned to the unit or to Officers assigned due to light duty status. These payments will not be taxed nor eligible for retirement deductions, employees will receive a separate payment through Accounts Payable.

On Call

Officers and Dispatchers who serve in an on-call assignment (either voluntary or mandatory) shall receive \$10.00 per hour compensation for actual hours on-call.

Call-In Response Time – Officers and Dispatchers who are called into service from on-call status outside the timeframe of their assigned shift shall report for duty at the police station as soon as possible and without delay. Such officers must be at 62 Black Mountain Road in uniform and ready to provide a call response within 60 minutes of receiving the call that brings them into service.

Call-In Overtime – Officers and Dispatchers who are called into service from on-call status shall have those two hours of on-call pay converted to two hours of overtime pay.

Overtime Pay for Telephone Consultation – Supervisors who are called to confer with an Officer or Dispatcher who is on duty during the on-call period shall be paid fifteen (15) minutes of overtime.

#24 NON-DISCRIMINATION

There shall be no discrimination by either Union or employer against any employee because of activity, membership, or non-membership in the Union.

The Parties of this agreement are committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, place of birth, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), gender identity, AIDS/HIV status, physical or mental disability, genetic information (including testing and characteristics), arrest and conviction information, credit history, veteran status, uniformed servicemember status, crime victim status, or any other status protected by federal, state, or local laws. The Town is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Town will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Town will take appropriate corrective action, if and where warranted. The Town prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

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

#25 CURRENT PRACTICES

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

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

- 2) Employee accessibility. All police department employees must be reasonably accessible for notification and response to notices and emergencies. To that extent all employees must maintain with the Chief of Police their current and accurate primary address and telephone number. Any time that the employee is away from their primary residence (more than ten (10) hours) and cannot be reached via telephone they shall notify police dispatch of their whereabouts or a telephone number where they can be reached in an emergency.
- 3) Maintenance of Police Certification. All certified sworn officers must maintain their yearly law enforcement certification through the Vermont Criminal Justice Training Council. The responsibility rests upon the individual officer to meet the standards for such certification. Upon the de-certification of any officer by the Vermont Criminal Justice Training Council, that officer shall be immediately suspended from duty for up to thirty (30) days or until the officer has regained their certification. Failure to become certified within the thirty (30) days shall result in termination.
- 4) Wearing the Uniform- Officers shall keep their uniforms neat and clean. Care should be taken not to wear threadbare or faded items. The uniform cap shall be worn out of doors unless otherwise directed by competent authority. While in uniform, officers shall display their badge on the outermost garment over their left breast. The Police Chief may periodically issue special or general orders pertaining to daily or seasonal wearing of uniforms.

Officers shall not wear any identifiable part of the uniform outside the limits of the community except while in the performance of official duty, while commuting to and from duty, or with the permission of the Chief of Police.

- 5) Tattoos- Employees may not have visible tattoos that are clearly offensive or vulgar, or display drug use, discriminatory symbols, violence, illegal materials, or actions.
- 6) Maintenance of Standards- All existing conditions, rules, regulations, policies, and customs governing employees covered by this Agreement that are not changed or specifically eliminated by this Agreement shall remain in full force and effect during the life of this Agreement.
- 7) Clothing Stipend- Patrol Officers and Detectives shall be paid a uniform allowance of \$300 in the second pay period of July. Parking Enforcement and Animal Control Officers shall be paid a uniform allowance of \$450 in the second pay period of July. These payments will not be taxed nor eligible for retirement deductions, employees will receive a separate payment through Accounts Payable.
- 8) Extra pay for FTO- Field Training Officers will receive an extra \$2.00 per hour when supervising an officer on field training.
- 9) Extra pay for Dispatch Trainers. Emergency Dispatchers will receive an extra \$2.00 per hour when training a new emergency dispatcher.

#26 EMPLOYEE OBLIGATIONS

Employee Behavior

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

Compliance with Rules

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

#27 CARE FOR AND USE OF TOWN EQUIPMENT

It shall be the responsibility of any employee having custody of any Town equipment or property to see that it is properly cared for, kept clean, and returned to its place of storage. As soon as any employee discovers an unsafe condition or that a repair is necessary, they shall report such a condition to their immediate supervisor and a report shall be made to the Department Head if repairs are necessary.

It is Town's policy to control off duty and nonworking hour use of Town of Brattleboro facilities either for business or personal reasons. Employees are prohibited from using Town facilities during off duty or nonworking hours without the consent of your Department Head or Supervisor.

#28 RESIDENCY

Requirement

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

Exception

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

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

#29 PHYSICAL EXAMINATIONS

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

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

#30 PERFORMANCE EVALUATION

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

Frequency of Evaluations

Formal, employee performance evaluations shall be done as follows:

New employees and those promoted to new positions shall be given a minimum of two (2) performance evaluations during their first year of service.

After an employee has been in a position for one (1) year, evaluations shall occur each year within thirty (30) days of the anniversary of their hire date or most recent promotion.

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

In addition to the formal performance evaluation procedure, Supervisors shall meet regularly on an informal basis with each of their employees to discuss the employee's performance, goals, and work environment. These informal check-ins are not retained in an employee's personnel file.

Evaluation Format

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

Evaluation Procedure

Each employee shall be evaluated by the employee's direct supervisor. The supervisor shall first provide the evaluation to the employee. The completed evaluation shall be discussed with the employee in a confidential conference. The supervisor may modify any items during or following this conference and provide the employee with a copy. At, or within two (2) days of the conference, the employee may add comments to the evaluation, either on the evaluation form or in a separate statement.

Each employee shall sign the evaluation form, indicating only that the employee has met with the supervisor and received a copy of the evaluation. Such a signature does not imply that the employee agrees or disagrees with the evaluation. Each completed evaluation, including the comments, if any, of the employees, will be reviewed by the Department Head. The Department Head may add appropriate comments. However, any comments regarding the employee's performance shall also be given to the employee and reviewed with the employee's direct supervisor. The employee's supervisor and the department head will sign the evaluation form.

The Human Resources Director shall review all performance evaluations to ensure that employees are being evaluated in a uniform way. If the Human Resources Director finds discrepancies or inaccuracies in or among evaluations, these will be discussed with the Department Head. The Human Resources Director, however, may recommend changes but will not unilaterally revise performance evaluations.

Evaluation Grievances

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

#31 FITNESS TESTING

All officers must meet physical fitness requirements to maintain employment with the Brattleboro Police Department. The Fitness Test is comprised of three events, listed below with their passing standards. Officers must meet the passing standard in all three events to pass the Fitness Test. The Fitness Test must be completed between **May 1st** and **June 30th** each year (also see Failing the Test and Medical Issues, below).

THE EVENTS

One Minute Push-up Event

- Passing standard is the **40th percentile** per the Cooper Fitness Standards
- Officers start with only their hands and balls of their feet on the floor, arms extended, back straight.
- Officers lower themselves until their chest touches the push-up counter.
 - If the counter isn't available a similar sized object may be used in its place
- Officers can only rest in the up position
- If any other part of the officer's body touches the floor, the test is over.

One Minute Sit-up Event

- Passing standard is the **40th percentile** per the Cooper Fitness Standards
- Officers start by lying on their backs with knees bent and feet flat on the floor.
- Officers' partners hold their feet down.
- Officer must keep their fingers touching their head near their ears.
- Officer's elbows must touch their thighs in the up position, and shoulder blades must touch the floor in the down position for the sit-up to count.
- Officer may only rest in the up position

Row on Concept 2 Rower Events

- Passing standard for both rows is the **58th percentile** per the Vermont State Police Standards; Officers **select one** of the two rows below:
 - 500m row for time or
 - 4 Minute row for distance

FAILING THE FITNESS TEST

An officer that fails any portion of the Fitness Test must follow the steps below:

STEP 1: The officer consults the department's Cooper Law Enforcement Fitness Specialist (CLEFS). The CLEFS creates a training program for the officer specifically addressing the event or events of the test that the officer failed. The CLEFS or their assistant will monitor the progress of the officer and adjust the training program as necessary. The officer must retest the entire Fitness Test within sixty (60) days of the initial fail date.

STEP 2: If the officer retakes the Fitness Test and fails again, they return to Step 1. The officer is permitted to retake the test a total of 3 times after the initial failure. The officer will be given sixty (60) days to retake the Fitness Test after each failed attempt.

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

MEDICAL ISSUES

Prior to the Fitness Test date, if an officer is unable to participate due to medical reasons, they are to produce documentation from their doctor stating their restrictions and status. Once the officer is medically cleared to participate, a Fitness Test will be scheduled within sixty (60) days of the medically cleared date.

FITNESS AWARDS

Any officer who achieves a minimum score of Good or higher in all 3 events of the Fitness Test will receive a monetary award. This score is their **overall rating**.

The officer's overall rating is determined by their lowest score on one of the events. For example, an officer scores Good on the sit-ups, Excellent on the push-ups, and Superior on the 500m Row. The officer would receive a Good overall score on the Fitness Test.

The Fitness Award will be paid in the 1st or 2nd payroll of July each fiscal year.

Officers that receive a Superior overall rating are entitled to wear the **Fitness Award Pin**.

Good Overall Rating:

\$225

Cooper: 60th Percentile

VSP Row: 68th Percentile

Excellent Overall Rating:

\$450

Cooper: 75th Percentile

VSP Row: 78th Percentile

Superior Overall Rating:

\$750

Cooper: 85th Percentile

VSP Row: 83rd Percentile

- o of the four (4) elements of assessment.

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

#32 OUTSIDE EMPLOYMENT

OUTSIDE EMPLOYMENT

Employees of the Town are expected to be available to fulfill their responsibilities and duties. Positions with the Town are the principal and primary occupation of full-time employees, and they are expected to devote their full energy to the performance of their duties. Other employment, which interferes with an employee's responsibility to the Town, is prohibited. An employee who obtains additional employment shall notify their department head, in writing, of such employment. An inability to satisfactorily perform one's job with the Town may lead to discipline, up to and including dismissal.

The prohibition includes the unauthorized use of any employer tools, equipment, or resources. In addition, employees are not to conduct any outside business during paid working time.

If an employee seeks outside employment with another law enforcement agency, the following rules apply in addition to the above.

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

#33 NON-WAIVER

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

#34 SPECIAL ASSIGNMENT INCENTIVES & LONGEVITY

Education Incentives & Longevity

An employee receives either a military, education, or longevity incentive, they are not eligible for three (3) incentives.

Military, Education & Longevity incentives are paid once a calendar year in the last payroll of September.

These incentives are not pro-rated, and the employee must be employed by the Town when the payment is distributed.

For employees with a Date of Hire after January 1, 2013:

Employees will receive an education incentive or longevity payment of:

- Associates degree \$1,250 or longevity payment for 5-9 years of service.
- Bachelor's degree \$1,750 or longevity payment for 10- 14 years of service.
- Master's degree \$2,250 or longevity payment for 15+ years of service.

Or a Military Incentive payment in the amount of \$1,750 will annually be made to all employees who have been honorably discharged from any branch of the United States Military after a minimum of four years of active-duty service.

For employees with a Date of Hire prior to January 1, 2013:

Employees that have uninterrupted years of service prior to January 1, 2013, upon the successful completion, whether such completion has occurred prior to becoming a member of the department, of a degree conferred by an educational institution shall result in the payment of the following payments.

The education or longevity payment will be equal to the following respective percentage of the base salary of the employee and shall not be added to the employee's base salary for the purpose of counting overtime.

- Two (2%) percent of the annual base rate compensation, subject to other provisions of this Article, for an associate degree or for 5-9 years of service.
- Four (4%) percent of the annual base rate compensation, subject to other provisions of this Article, for a bachelor's degree or for 10 – 14 years of service.
- Five (5%) percent of the annual base rate compensation, subject to other provisions of the Article, for a master's degree or for 15+ years of service.

Special Assignment Incentives - Concurrent with any education incentive, employees will receive incentives for participation on special assignment teams as authorized by the Police Chief. The Police Chief will maintain and prominently post a list of all applicable special assignments, including the number of assignments available and the criteria required for participation.

An incentive of \$500 per Officer, per team (to a maximum of three (3) teams of \$1,500 per year) will be paid once a calendar year in the last payroll of June.

If the individual does not complete the special assignment incentive, the payment will be pro-rated based on the fiscal year for participation on special assignment teams. If at the time the individual resigns from the assignment, they have been paid more of the total than the pro-rated earned amount, they would owe for the overpayment. Equally, if at the time an individual resigns from the assignment, has not been paid the pro-rated amount of the assignment, the employer would owe the individual the remaining pro-rated amount.

An individual who accepts an assignment after the start of the fiscal year for that assignment will receive the pro-rated amount for the remainder of the fiscal year of participation.

#35 SAVING CLAUSE

Should any article, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such decision the parties agree to meet within thirty (30) days of written notice by either party to the other to attempt to negotiate concerning the modifications or revision of such clause or clauses.

#36 INCLUSIVENESS OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5 day of July, ~~2023~~ 2024 by their duly authorized representatives.

BRATTLEBORO POLICE ASSOCIATION



President

Vice President

Secretary

Treasurer

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this July 2, 2024
day of SCN, 2023 by their duly authorized representatives.

**TOWN OF BRATTLEBORO
SELECTBOARD**




Selectboard Chair



Selectboard Vice Chair

Selectboard, Clerk



APPENDIX A – LIST OF OFFICERS

Town of Brattleboro Selectboard

Chair
Vice Chair
Clerk
4th Member
5th Member

Brattleboro Police Association

President
Vice President
Secretary
Treasurer

APPENDIX B - ACKNOWLEDGEMENT OF ARBITRATION

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

Dated this 2 day of July, 2024.

BY ITS TOWN MANAGER


Town Manager

TOWN OF BRATTLEBORO
BY ITS SELECTBOARD


Selectboard Chair

BRATTLEBORO POLICE ASSOCIATION

By: 

Joshua Lynde, President

APPENDIX C - CHECK-OFF AUTHORIZATION

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

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

Employee Signature _____ Date _____

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

Appendix D - Workers' Compensation Practices

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

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

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

Accident Reporting

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

Medical Treatment

Effective June 21, 2017, the Town of Brattleboro establishes CLEAR CHOICE MD URGENT CARE, located at 1154 Putney Road in Brattleboro, Vermont, as its designated medical provider for all applicable workers' compensation injuries, in compliance with Rule 12 of the Vermont Workers' Compensation Rules.

- a) Whenever an injury warrants treatment that is more than basic self-administered first aid, employees shall first obtain evaluation and treatment from the Town's

designated medical provider, Clear Choice MD Urgent Care, 802-490-2100, 1154 Putney Road. Either the injured worker or their supervisor should call the provider in advance to advise the facility of the impending visit. Clear Choice MD is open 7 days per week between the hours of 8:00 am and 8:00 pm.

- b) In cases where emergency medical treatment is required, call 911 or Central Dispatch at 802-257-7946 and have the injured employee taken to the Emergency Room at Brattleboro Memorial Hospital. At the earliest appropriate opportunity, the injured employee shall schedule a follow up appointment with Clear Choice MD to determine the need for additional treatment, to assess the employees' work capabilities and to plan for a return to work.
- c) When non-emergent treatment is required outside of the designated medical provider's office hours, employees may utilize the Emergency Room at Brattleboro Memorial Hospital. At the earliest appropriate opportunity, the injured employee shall schedule a follow up appointment with Clear Choice MD to determine the need for additional treatment, assess the employees' work capabilities and to plan for a return to work.
- d) In situations where an employee desires to see an alternate medical provider, they may do so after seeing the designated medical provider listed in this policy. A Vermont Department of Labor Form 8, Notice of Intent to Change Health Care Provider, must be provided to the Human Resources Director prior to the change.
- e) In all cases where medical treatment is obtained from a healthcare provider, employees shall utilize a work capability form (for the medical provider to complete) to document the current work abilities and restrictions (if any), and immediately provide a copy of it to the relevant department head and to the Human Resources. An acceptable form is the Vermont Department of Labor Form 20, Work Capabilities Form, or an equivalent that may be used by the healthcare provider.

Incident/Injury Review Procedures

- a) Upon receiving notice of a work-related injury resulting in lost time from work, the department head or their designee shall complete an Employee Incident/Injury Review Report with the injured employee. The purpose of this form is to gather facts about the incident, its causation, witnesses, etc. to support the employee's claim for workers compensation coverage and to identify ways to prevent future injuries that are similar in nature.
- b) Care shall be taken to avoid discipline-related issues during the incident review discussion between the department head or their designee and injured employee. Any warnings or other disciplinary actions shall take place separately from the incident review process.
- c) Both the department head or their designee and the injured employee shall sign the incident review form and attest to its accuracy.
- d) The Employee Incident/Injury Review Report shall then be forwarded to the Town Manager's Office and to the Safety & Wellness Committee for review.

FMLA & Worker's Compensation

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

Return to Work

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

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

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

- a) After injuries are reported, all medical documentation from the treating provider must be delivered promptly to the Human Resources Director.
- b) The injured worker's Department Head will coordinate with the Human Resources Director, or their designee, to consider appropriate transitional duty assignments. A good faith effort will be made to keep transitional duty assignments within the employee's home department, but in some cases transitional duty assignments may only be available outside the employee's home department. The evaluation of appropriate transitional duty assignment will involve the employee, the Human Resources Director, or their designee, the relevant Department Head(s), or their designees, and be based on the Workers Capability Form received from the treating healthcare provider.
- c) Offers of transitional duty assignments will be provided to the injured employee using the Transitional Return to Work Agreement to document the proposed tasks and work conditions of the transitional duties and to outline the responsibilities of both the employer and injured worker. This written agreement may be modified from time to time to reflect changes in duty assignments and as well as changes to the employees' work restrictions. The injured employee, the department head, the Human Resources Director or their designee, and any

Department Head receiving an employee from another department will sign the agreement.

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