

AGREEMENT

Between

CITY OF BURLINGTON

and the

BURLINGTON POLICE OFFICERS' ASSOCIATION

Effective Dates

July 1, 2013~~09~~ - June 30, 2014~~3~~

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This AGREEMENT is made and entered into this _____ day of ~~April~~ _____ 2014 and, with respect to compensation, effective retroactively to July 1, 2013~~09~~ for those covered employees on the City payroll as of the date of execution hereof unless otherwise indicated by and between the City of Burlington, Vermont, hereinafter referred to as the City, and the Burlington Police Officers' Association, hereinafter referred to as the Union.

PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain the right to operate the City government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency of employees in City government; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City;

NOW, THEREFORE, both parties mutually agree, in consideration of the mutual covenants and agreements herein contained that their objective is for the good and welfare of the City and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE I
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible Class A employees below the rank of sergeant of the Burlington Police Department and agrees hours of work and conditions of employment will be negotiated in the forum of collective bargaining. The term “employee” as used in this Agreement shall refer only to these aforementioned employees.

ARTICLE II
NON-DISCRIMINATION

2.1 Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, sexual orientation, or handicapped condition. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

2.2 Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. Notwithstanding the above, all employees covered by this Agreement who fail voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the beginning of such permanent employment, to pay to the Union a service charge in an amount not to exceed the Union’s regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or

other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.3 The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

2.4 Nothing herein shall be construed to interfere with the Union's right to establish and maintain by-laws.

ARTICLE III CITY FUNCTIONS

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties; these rights include, but are not limited to, the right:

To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;

To schedule and assign work to employees;

To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;

To determine the classification, qualifications and staffing of jobs, and to transfer employees within the Department;

To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds;

To hire and terminate employees;

To maintain order, and to suspend, demote, discipline and discharge employees for just cause;

To make, publish and require observance of reasonable rules and regulations;

To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety and welfare.

ARTICLE IV

NO STRIKE, NO LOCK OUT

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

4.2 The Union agrees to notify all officers, members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

4.3 The City may discharge or discipline any employee who violates this Article; such discipline or discharge shall be reviewable through the grievance procedure.

4.4 In the event of any violation of paragraph 4.1 of this Article, there shall be no financial liability on the part of the signatory International Union, Local, and/or the officers thereof, provided that the signatory International and Local officers promptly after notice of the beginning of such action shall publicly, and to its members, declare such action to be a violation of this Agreement and promptly order their members to return to work.

ARTICLE V

SENIORITY

5.1 Seniority shall be defined as an employee's length of continuous full-time service following date of hire, or for returning employees, their most recent last date of hire. Seniority for all purposes shall be terminated for any of the following reasons:

- a) Voluntary quit;
- b) Discharge, except when the employee is reinstated through the grievance procedure;
- c) Failure to report after notice is given consistent with the limitations set forth in paragraph 8.5;
- d) Absence for three (3) consecutive working days without reporting to the City unless unable to do so;
- e) Failure to report for work at the end of a leave of absence or extension thereof;
- f) Failure to be recalled from lay-off or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months; and
- g) Retirement.

~~since his last date of hire, less any adjustments due to layoffs, approved leaves of absence without pay (unless otherwise agreed by the City) or other breaks in service for any of the reasons for termination of seniority as specified in paragraph 5.3 herein.~~

5.2 The Department shall maintain a current seniority list available to all employees. ~~prepare a seniority list as soon as practicable after the effective date of this Agreement, and such a list shall be updated every six (6) months thereafter. Such list shall be posted on the departmental bulletin board and a copy sent to the Union President. In the event that one two or more persons employees are hired on the same day, have equal seniority based on the foregoing, a determination of which individual employee has the greatest seniority shall be made by considering the following factors in the order stated: first) date of hire; second) rank; third) length of continuous service in rank; fourth) is based on month and day of birth, notwithstanding paragraph 5.4 herein.~~ Any employee aggrieved by his placement on the seniority list may appeal in writing to the Department Head. If the grievance is not resolved within ten (10) days from the appeal, the Union may request arbitration within three (3) days by letter to the Commission.

5.3 Notwithstanding the above, a former employee who returns to employment as a sworn officer within three years following resignation shall be eligible to accrue vacation time under paragraph 12.1 based on the employee's total years of service in the bargaining unit at the time of the employees's resignation.

5.4 Any employee promoted to a supervisory position shall not lose his seniority, but shall not accumulate bargaining unit seniority for the time worked outside of the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year. An employee returning to the bargaining unit under this section shall return to the ~~his~~ last held position warranted by his seniority.

ARTICLE VI

PROBATION AND PROBATIONARY PERIODS

6.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status. Any permanent employee who is promoted shall be considered as a special probationary employee before being permanently appointed to the new or related position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

6.2 Each newly hired employee becomes a probationary employee upon the date of his/her employment, and remains so until he/she has successfully completed a probationary period of eight (8) consecutive months after successful completion of field training or twelve (12) consecutive months after date of hire, or successfully completes training at the Vermont Police Academy, whichever occurs later. An employee who was previously employed by the Department and returns to work shall be a probationary employee until eight (8) months after having successfully completed field training or reorientation. The probationary period may be extended by the Department Head with mutual consent of the Union ~~for a period of up to three (3) months~~ in cases where absence from duty occurs during the probationary period, ~~other than for attendance at the Police Academy, prevented a full twelve (12) month review of the employee's performance. A probationary period shall terminate under any circumstances after fifteen (15) months of consecutive service.~~

6.3 Upon the successful completion of the probationary period, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Permanent employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

6.4 Employment contract. Effective 1/1/99, all new employees shall be required to sign an employment contract which requires a two-year work commitment from each new employee. This contract would be executed in acknowledgement of the training costs incurred by the City in training new officers. The language of the contract shall be agreed to by the City and the Union and shall include language which requires the employee to remain at BPD for a two-year term or to repay the City for the training costs incurred during his or her employment.

ARTICLE VII

FILLING OF VACANCIES

7.1 For the purposes of this Article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions or demotions take place in the bargaining unit.

7.2 Notice of permanent bargaining unit vacancies shall be posted ~~on all appropriate bulletin boards~~ for a period of ten (10) working days. Such notice shall state the position, classification, rate of pay and qualifications for the job.

7.3 All vacancies shall be filled within one hundred eighty (180) days of occurrence, subject to the availability of qualified applicants. Nothing herein shall prevent the Department and the Union from agreeing to an extension of the time limit herein.

7.4 Regular and Senior Police Officer. After completion of the probationary period, a new employee shall assume the position of full time police officer. After the completion of three (3) years of continuous service (including the probationary year), an officer shall assume the title of senior police officer. The title of senior police officer shall not be considered a promotion but

shall represent that the officer has completed the requisite years of service with the Department to assume such title.

7.5 Corporal. After completion of seven (7) years of continuous service (including the probationary year), an officer shall assume the title of corporal. The title of corporal shall not be considered a promotion but shall represent that the officer has completed the requisite years of service with the Department to assume such title.

7.6 Employees with more than five years' law enforcement experience, including at least three years with the Department, ~~who hold the title of corporal shall be designated~~ shall be eligible to be assigned as Field Training Officers. They will be responsible for performing the related duties of a Field Training Officer when assigned to train a new employee, ~~provided that the Department shall first seek qualified volunteers to meet field training needs before mandating such assignments.~~ Field Training Officers will receive a minimum of thirty-two (32) hours of related training at an approved training course. ~~It is expressly understood that employees who were appointed to the rank of corporal on or before June 30, 1990 shall not be mandated to perform the related duties of a Field Training Officer.~~ In the event of a lack of qualified Field Training Officers, the Department may delegate the related field training responsibilities to other employees with more than three years' time in service with the Department. ~~In the event of a lack of qualified employees with more than three years of service, the Department may delegate the related field training responsibilities to other employees who were qualified as Field Training Officers on or before June 30, 1990.~~ If no qualified Field Training Officer is on shift with a trainee, the Officer in Charge shall assign the trainee to observe another officer. To be selected as a Field Training Officer after execution of this agreement, an officer must submit and management will consider the following: the candidate's evaluations, referrals from supervisors, the candidate's written knowledge test, and the candidate's successful score on a patrol procedures practical exam drafted by consensus of the Department and Union experts in the

field, with the final approval of the Chief. Officers exercising field training officer responsibility or assigned an officer in training shall be paid an extra \$15.00 for each day of such duty.

~~7.7 Former Sergeant. The parties acknowledge that there is within the bargaining unit an individual, formerly a sergeant, who is now a corporal and that the City previously committed that such individual would suffer no loss of pay. Such individual will also receive a 3.8% pay increase retro active to July 1, 2002. If as a result of the classification consideration process referenced in Section 9.1 hereof, such individual's annual compensation would be less than the new compensation payable to the combined police officer/corporal position, the pay for this individual shall be either (1) appropriately adjusted in the same staggered fashion, or (2) adjusted by 3% as of July 1, 2003 and 3.5% as of July 1, 2004, whichever is greater.~~

ARTICLE VIII

LAYOFF AND RECALL

8.1 The City in its discretion shall determine when layoffs are necessary. Layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of a layoff or a reduction in force, employees will be laid off in accordance with their rank and seniority. When two or more employees have equal rank and seniority, then the Chief of Police and a representative selected by the Union will review the performance and personal history of the affected employees, including comparative experience, skill, ability and qualifications. The Chief of Police will determine the order of layoff after this consultation with the Union representative.

8.2 The City shall notify the Union of any contemplated layoffs as early as possible and shall notify any affected employee no later than two (2) weeks prior to the effective date of such layoff. No employee will be laid off under this section if the reduction in force can be accomplished within three (3) months by normal employee turnover.

8.3 In the event that a laid off employee remains unemployed, the City shall allow him to buy the current medical insurance coverage for one (1) year at the group rate which the City pays provided this arrangement does not conflict with the insurance carrier's regulations. Employees on layoff status shall be afforded preferred consideration for any part-time or seasonal work which is available.

8.4 A laid off employee will enjoy recall rights for two (2) years from the date he/she is laid off, and will continue to accrue seniority up to a maximum of two (2) years. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. Further, return to work is contingent on the successful completion of a background investigation, polygraph, and medical exam and shall include a one-year probationary period.

8.5 Employees who are eligible for recall shall be given fourteen (14) days' notice of recall, which shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Department of his or her intention to return within seven (7) calendar days after receiving notice of recall, and shall make his or her employment available within 3 weeks of notice of intention to return to duty. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee to the Department.

8.6 Once an employee has been afforded the opportunity of recall under this section and has refused such recall, he/she shall be deemed to have waived all recall rights under this section.

8.7 The City shall have the ~~ability~~ option to fill one (1) Supply position and ~~one two~~ (2) Identification (ID) position with individuals who are not sworn police

officers (i.e. civilian personnel). If one or more the Supply or ID positions duties are assigned to a civilian, that position will no longer qualify for inclusion in the bargaining unit and will not be represented by the Union, so long as it remains filled by a civilian. ~~The job functions of the civilian ID position shall be of the same nature as the position held by the police officer and shall be interchangeable with that position. The terms and conditions of employment of the civilian ID position shall not be covered by this Agreement but shall be negotiated between the City and the Union. Officers currently serving in the Supply position and ID position shall be reassigned to uniform duty or to other assignment by the Chief of Police consistent with the requirements of the Collective Bargaining Agreement.~~ No currently employed police officer shall be laid off solely as a result of the civilianization of the Supply position and ID positions.

ARTICLE IX

RATES OF PAY

9.1 The wage scale in effect for the period of this agreement is set forth in Appendix A attached hereto, and all references to adjustments and pay steps herein refer specifically to Appendix A.

All steps shall be increased by a Cost of Living Adjustment (COLA) of 1.3%. Beginning January 1, 2014, the following steps shall receive the following additional adjustments:

Step 11: 2.62% increase to \$29.19

Step 12: 3% increase to \$30.07

Step 13: 2% increase to \$30.67

Step 14: 2% increase to \$31.28

Step 15: 2% increase to \$31.91

Effective retroactive to July 1, 2013, the pay scale for officers set forth in Appendix A, and described above, shall be paid retroactively to those covered employees on the payroll as of the date of execution hereof.

~~Effective retroactive to 7/1/0509 the pay scale for officers set forth in Appendix A shall be increased across the board by 1.75%, and the increase shall be paid retroactively to those covered employees on the payroll as of the date of execution hereof. Effective retroactive to July 1, 2010 the pay scale for officers set forth in Appendix A shall be increased across the board by 2%, and the increase shall be paid retroactively to those covered employees on the payroll as of the date of execution hereof. Effective July 1, 2011 and July 1, 2012, the pay scale for officers set forth in Appendix A shall be increased each year by an amount which shall not be less than 2% nor more than 4% based upon the increase in the BNA CPI-U (All Items, All Urban Consumers) from April 1, 2011 and April 1, 2012 to March 31, 2012 and March 31, 2013 respectively. In Appendix A-2, the Civilian ID position shall receive the same COLA as applicable to officers as set forth above. Step movement will continue throughout the duration of this Agreement in accordance with current practices.~~

9.1A **Retention Bonus:** Commencing in FY 2011, all current employees as of January 10, 2011 shall be paid a retention bonus of \$1,200 annually, no later than the end of the fiscal year, in a format that does not create any additional tax obligations for covered employees than would be created by the issuance of a check separate from the weekly payroll check. This bonus shall continue for the duration of their employment. This bonus shall not be available to individuals who are simultaneously receiving a recruitment bonus, except to the extent the retention bonus exceeds the recruitment bonus. For example, if the recruitment bonus was \$1,000 and the retention bonus was \$1,200, the employee would receive the \$200 difference. This bonus shall not be counted in the determination of average final compensation or for any other purposes except as required by law.

9.2 The parties agree that the compensation agreement reached by the parties in this Agreement has fully resolved all “internal equity” issues related to the comparison of wages for BPOA members to other City employees and that the BPOA agrees that it will not raise internal

equity issues in any future collective bargaining negotiations or proceedings. The sole exception to this agreement is that the BPOA would be able to raise the issue of internal equity should the City adopt a new classification plan (excluding plans for BED and the BSD). The parties further agree that this limitation does not preclude the BPOA from taking the position in future collective bargaining that the Department has made material changes in the essential job functions of the position of police officer/corporal that warrant an adjustment in compensation.

9.3 Commencing March 27, 2006 shall be a shift differential in the amount of \$1.30 per hour for all regularly scheduled evening shift hours. There shall be a shift differential in the amount of \$1.45 for all regularly scheduled midnight shift hours. There shall be a shift differential in the amount of \$1.00 per hour for all regularly scheduled day shifts worked on Saturdays and Sundays. Shift differentials shall not apply when an employee is on any paid or unpaid leave or for hours worked on callbacks.

Shift differentials shall apply only to time actually worked on regularly scheduled shifts, and shall not apply when an employee is on any paid or unpaid leave or for hours worked on callbacks, nor shall they apply to employees regularly scheduled to work day shift, regardless of the hours actually assigned and worked on day shift.

9.4 Former Law Enforcement Experience Incentive.

The Chief or his/her designee may adjust the entry level pay step level for ~~probationary new employees~~ or for former employees of the Burlington Police Department who may seek reemployment, based on their relevant prior law enforcement experience. ~~who complete their probationary period and move on to the step plan set forth in Appendix A.~~ Subject to limitations set forth below, one (1) step may be credited for every one (1) year of relevant prior full time law enforcement experience to include Municipal, State, Federal and Military Police. However, under no circumstances shall a new employee be placed beyond pay step 7 of the wage scale. Returning employees may be placed on the wage scale based upon prior years of BPD

~~service that the employee has as a fully certified law enforcement officer (meets V.C.J.T.C. waiver requirements for Vermont Police Academy) prior to his/her employment by the City.~~

9.5 It is the employee's responsibility to provide satisfactory documentation for any claimed service (other than for City service) prior to completion of probation. The Chief shall determine if the character of the prior experience merits a full or partial step adjustment. Prior service may be rounded to the nearest full year in making computations under this paragraph.

~~Former employees who are returning to the Department and are currently certified will be eligible for credit of one step for each year of prior full-time service for the City. Former employees who had not completed probation prior to leaving City employment are not eligible for credit.~~

9.6 Adjustments made pursuant to this paragraph shall be made effective upon ~~the completion of probation by the employee's date of hire,~~ or in the case of a former employee returning to employment~~the Department,~~ on the effective date of re-employment. Thereafter, the employee will become eligible for the next step increase on the employee's~~his/her~~ anniversary date. ~~All references to adjustments and pay steps refer specifically to the officer pay schedule in Appendix A. Under no circumstances shall a new or returning employee be placed beyond pay step 5 of the step system for officers.~~

9.7 It is understood and agreed that this paragraph does not apply to former employees returning after involuntary separation due to layoff, furloughs or reduction in force. In such instances, provisions in Article XIII (Layoffs and Recall) of this Agreement shall apply. Where other types of leave or separations are specifically referenced herein, those specific references shall remain in force and effect.

ARTICLE X

HOURS OF WORK

10.1 It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and are subject to change. The City retains the right to schedule straight time, overtime hours, number of shifts, and to make unscheduled shift assignments, subject only to the limitations as set forth herein.

Employees will not be assigned to dispatch Fire Department Vehicles unless it is voluntary and they have received the required training.

10.2 Definitions

WORKDAY: The normal work day shall consist of a twenty-four (24) hour period, beginning with a starting time and ending at the same time the following day.

WORK PERIOD: The normal work period shall consist of seven (7) consecutive days beginning ~~at the start of the workday on~~ Sunday ~~Thursday~~, and ending the same time the following Saturday ~~Thursday~~. ~~This amendment shall take effect as soon as is administratively practicable following execution of this agreement. The procedure used for this transition shall first be agreed upon between the City and Union. It is understood and agreed that this shall not change the payday.~~ See Appendix D for work schedule.

WORK SHIFT: The normal duration for a shift ~~for uniformed officers assigned to the uniform service bureau~~ shall be ten (10) hours, ~~except e~~ Employees assigned to special duty or unit assignments may work other durations based on the needs of their assignment. ~~NOTE: Employees will not be assigned to dispatch Fire Department vehicles.~~

10.3 Employees may be required to work overtime. One and one-half (1 1/2) hours pay for each hour worked shall be paid for all hours worked in excess of the employee's normal assignment. ~~Prior to calculating a~~ An employee's overtime rate, ~~a basic rate of \$.12 will be added to the employee's regular rate, in lieu of and~~ shall be calculated consistent with the provisions of the Fair Labor Standards Act. Except as otherwise provided for herein, an employee may elect to receive compensatory time for

overtime work on a one and one-half time basis consistent with the conditions and limitations of the Fair Labor Standards Act. A maximum of eighty (80) hours of compensatory time may be earned in a single fiscal year, and compensatory time may not ~~but not to~~ exceed a maximum of one hundred twenty (120) hours total accumulation.

The Department may substitute cash payment for any or all accumulated compensatory time during the month of June of any fiscal year. Notice of intent to pay off accumulated compensatory time shall be provided not less than one (1) month prior to such pay off.

Pay offs shall be to employees with least seniority first. All authorized leave will be counted as time actually worked for the purposes of computing overtime.

10.4 The City agrees to allow one-half (1/2) hour with pay at time and one-half the employee's regular rate after twelve (12) consecutive hours of work in the same workday. An additional one-half (1/2) hour with pay at time and one-half the employee's regular rate, will be provided after each four (4) hour period following twelve (12) consecutive hours of work in the same work day. The previous provisions shall not apply if the overtime work is completed and/or the employee is dismissed at the end of any period for which the employee would otherwise be entitled to such compensation.

10.5 Approved training sessions conducted outside regularly scheduled work hours will be paid in the form of overtime at one and one-half times the employee's regular rate of pay.

10.6 Travel expenses shall be reimbursed in accordance with the City's travel policy, except that the total amount of reimbursement received by an employee for meals allowance is not required to be itemized. Travel time will be compensable as work time in accordance with the Fair Labor Standards Act, which is summarized below:

Same Day/Out of Town Travel - All employees traveling out of town and returning on the same day due to a scheduled work assignment shall be compensated for such travel.

Overnight/Out of Town Travel - Employees who travel out of town and stay overnight shall be compensated for such travel, provided the travel occurs during their regularly scheduled work shift. i.e. an employee whose regular work shift is 7:00 A.M. through 3:00 P.M. will be compensated for time spent traveling between those hours.)

Overnight, out of town travel time outside an employee's regularly scheduled work shift will not be compensable unless the employee is the operator of a motor vehicle.

10.7 Any ~~employee~~~~officer~~ called in to work outside his regularly scheduled shift hours, shall be paid a minimum of four (4) hours pay for each time called. Payment for such callback time shall begin upon arrival at the crime scene or police headquarters, whichever is directed, and shall be at time and one-half the ~~officer~~~~employee~~'s regular rate from the start of the callback until the ~~employee~~~~officer~~ is released from duty and at the regular rate for the remainder of the minimum callback period.

Notwithstanding the above, the minimum of four (4) hours pay shall not be required when the employee voluntarily begins a shift before the expiration of the 4-hour period. Rather, the employee shall be paid at the overtime rate for the time spent on the assignment or function until the beginning of the shift. In lieu of overtime payment for the additional hours worked, the supervisor may allow, at the employee's discretion, the employee to make a schedule adjustment and end the regularly scheduled shift early. The Department may require the employee to complete the regularly scheduled shift.

Notwithstanding the above, an employee shall not be eligible for payment for a four hour minimum callback when the employee has to return to work off-shift to correct an error that requires immediate resolution. In such a circumstance, an employee shall receive pay at time and one half the employee's regular rate for hours worked or may elect to make a shift adjustment, by mutual agreement with the employee's supervisor.

Team meetings may be scheduled at the discretion of the Department. Attendance at team meeting shall be voluntary. Employees who attend team meetings on off-duty time shall receive a minimum of two (2) hours of overtime pay. If the length of the team meeting exceeds two (2) hours, employees shall be paid for the additional period at overtime rate or until the start of their regularly scheduled shift. The Department may cancel team meetings with advance notice and compensation to employees shall not be required for that cancelled meeting. However, in the event of a cancellation without advance notice by the Department, an employee who arrives at the station to attend a team meeting shall receive payment for two (2) hours overtime. Notification of cancellation may be made by message to an employee's voice mail a minimum of one hour prior to the meeting.

10.8 A callback for a court appearance may be canceled by the Department at any time prior to 5:00 P.M. on the day previous to the scheduled court appearance. The Department shall notify an officer of such cancellations on the officer's departmental voice-mail and the time of the call shall be determinative of the time of cancellation. A court appearance canceled after 5:00 P.M. on the day previous to the scheduled court appearance, but before the employee arrives at police headquarters, shall be compensable at a flat rate of \$50.00. Otherwise, a callback for a court appearance shall be paid at one and one-half time the employee's regular rate for the full callback period, and shall constitute one (1) callback for all court appearances scheduled to occur during the four (4) hour period commencing as of the start of the scheduled callback. Payment for court callback shall be made in cash. Except for exigent circumstances, an employee on callback who completes his court appearance obligations shall not be required to remain on duty for the balance of the four (4) hour callback periods.

ARTICLE XI

10.9 Scheduling

AD. Shift Selection/Rotation.

The Department shall determine the number of personnel assigned to each shift in the Uniformed Services Bureau/Patrol Division. Employees shall bid for their shift assignments on a seniority basis. See Appendix D for the work schedule.

~~Tour~~Shift assignments ~~shall~~will be four (4) months in duration and employees shall rotate weekends on and off every other month. The work days shall switch on the first Sunday of every month. Employees may not work more than four (4) consecutive tours on the same shift, ~~and shall have no minimum “midnight” shift requirement unless or until the average number of years of experience of uniform employees in the Uniformed Services Bureau/Patrol Division falls below 9.5, in which case employees shall be required to work a “midnight” shift once in a twenty-four (24) month period for as long as said average remains below 9.5 years. In the event that shift selection for the midnight shift does not result in filling the shift with personnel of sufficient experience, the Department shall assign to the shift personnel the least seniority that otherwise meets the shift experience requirements (i.e., a minimum of three years of experience).~~ Employees may, with the approval of the Chief or his designee, exchange shift assignments, so long as no employee works more than four (4) consecutive tours on the same shift. The new shift schedule shall be posted no later than thirty (30) days prior to its commencement.

~~Staffing at the Burlington International Airport (BIA) shall be governed by the terms of Appendix G.~~

BA. Scheduled Overtime.

Scheduled overtime will, except as otherwise provided for herein, be used for absences to fill vacations, etc., any special events, or extra duty assignments relating to City functions. Employees shall have preference for any scheduled overtime up to forty-eight ~~twenty-four~~ (48~~24~~) hours prior to the overtime assignment.

Scheduled overtime shall be paid at one and a half times the employee’s regular rate of pay. Scheduled overtime may only be cancelled with at least forty-eight (48) hours’ notice to the

employee. If scheduled overtime is cancelled within forty-eight (48) hours of the scheduled start time, the employee shall be guaranteed work for the hours originally scheduled, unless another arrangement is mutually agreed to by the employee and the employee's supervisor.

CB. Scheduled Temporary Shift Changes.

1. The Department may, upon seven (7) days notice to an employee, change an employee's regularly scheduled shift to any other hours within the employee's twenty-four (24) hour work day in order to meet operational requirements. An employee may object to the change by providing a written notice of objection to the Department within two (2) days of having received the notice of shift change, in which case the Department may or may not withdraw the change. Following the third shift change despite timely notice of objection during any one tour, an employee may refuse to make a shift change requested so long as the employee provides written notice of refusal to the Department within two (2) days of having received the notice of shift change.

2. The Department may, upon five (5) days notice to the employee, change an employee's regularly scheduled shift, including scheduled days off, in order to facilitate the scheduling of in-service training.

DC. Unscheduled Overtime for Shift Extensions/Replacements.

If the Department determines that overtime assignment is necessary to fill absences at the commencement of a new shift, on-duty employees on the previous shift with the most seniority shall have the opportunity to work the unscheduled assignment in order of descending seniority. ~~At the commencement of each shift the Department shall post a form on which volunteers may not their request for overtime which may be available at the end of the shift. Unless reasonable advance notice is provided, the form shall be posted in the same place for every shift and shall remain posted for the duration of the entire shift. The OIC shall enter the names of employees~~

~~who are not present to enter their own names on the form, should such employees call in and request that their name be entered. Overtime opportunities shall be drawn from this list on a seniority basis at any time during the shift.~~ If a volunteer cannot be found using the aforementioned method, then the on-duty officers with the least seniority shall be mandated to perform the unscheduled shift assignment in order of ascending seniority. An employee with a child under twelve (12) years of age who is under the care of a paid provider shall not be mandated to perform unscheduled overtime under this subsection when the terms of their agreement with their paid child care provider expires during the period of mandated unscheduled overtime, no other suitable child care arrangements are available, and other personnel can be assigned pursuant to the procedures set forth herein. Whenever the aforementioned circumstances arise, the employee with the next least seniority shall be mandated to perform the unscheduled overtime.

~~D.—Shift Selection/Rotation.~~

~~The Department shall determine the number of personnel assigned to each shift in the Uniformed Services Bureau/Patrol Division. Employees shall bid for their shift assignments on a seniority basis.~~

~~Shift assignments will be four (4) months in duration. Employees may not work more than four (4) consecutive tours on the same shift and shall have no minimum "midnight" shift requirement unless or until the average number of years of experience of uniform employees in the Uniformed Services Bureau/Patrol Division falls below 9.5, in which case employees shall be required to work a "midnight" shift once in a twenty four (24) month period for as long as said average remains below 9.5 years. In the event that shift selection for the midnight shift does not result in filling the shift with personnel of sufficient experience, the Department shall assign to the shift personnel with the least seniority that otherwise meets the shift experience requirements (i.e.: a minimum of three years of experience).~~

~~Employees may, with the approval of the Chief or his designee, exchange shift assignments, so long as no employee works more than four (4) consecutive tours on the same shift. The new shift schedule shall be posted no later than thirty (30) days prior to its commencement.~~

~~Staffing at the Burlington International Airport (BIA) shall be governed by the terms of Appendix G.~~

E. Intradepartmental Transfers.

~~Transfers to the Detective Services Bureau, Administrative Services Bureau, Community Based Policing/Crime Prevention and to the Canine Unit~~ Transfer assignments, an assignment of one (1) year or more, shall be made by the Chief pursuant to the following procedure:

1. A notice announcing an opening shall be posted within the Department.
2. Interested employees with a minimum of ~~five~~^{three} (5~~3~~) years of service, at least three (3) years of which must be Burlington Police Department service, at the time of the posting, who are not otherwise ineligible for such assignments, shall submit a letter of intent to be considered a candidate for the assignment.
3. The Bureau Commander shall designate an evaluation team, consisting of two (2) members appointed by the Chief and a union member selected by the union's executive board, (who is not competing for said assignment), which will review the recent evaluations and personnel files, conduct interviews with all candidates, and thereafter make recommendation to the Chief for selection.
4. All transfers shall be from a list as recommended by the evaluation team. Each transfer shall be for a fixed period of one year, which shall be posted at the time of appointment. Thereafter, such assignment may be renewed twice at the discretion of the Chief. Each renewal period shall have a fixed end date, which the Department will post and periodically update to keep current. The following transfer assignments, including renewals, ~~No assignment and~~

~~renewals thereof shall~~ not exceed eleven (11) consecutive years: K9 Unit, Detective Services Bureau, and School Resource Officer. All other transfer assignments, including renewals, may not exceed five (5) consecutive years. An employee must complete two (2) full tours between transfer assignments.

5. Temporary Transfer Assignments: An assignment of less than one (1) year shall not be considered a temporary transfer assignment. In order to be eligible for a temporary transfer assignment, an employee must have a minimum of three(3) years Burlington Police Department experience. When a temporary transfer assignment becomes available, it shall be posted within the Department and employees will be given the opportunity to express interest in the assignment, although the ~~and~~ may be filled unilaterally by the Chief. Once an employee has completed a temporary transfer assignment, the employee will not be eligible for another temporary transfer assignment until a time period equal to the length of the employee's last temporary transfer assignment has passed. If not eligible employee expresses interest in a Temporary Transfer Assignment, an employee who would not otherwise be eligible may be assigned.

F. Canine Officer Compensation.

Two employees will be assigned to canine units. Such officers must meet V.P.A./V.C.J.T.C. standards for acceptance to this program. In addition to their regular schedule as police canine officers, employees shall also be entitled to compensation for one (1) hour per day for time spent in care, feeding and grooming of the canine during off-duty hours. The compensation for such time shall be at the rate of \$6.00 per hour, or \$80.00 per week, above the employee's base wage, whichever is greater. The assignment exists for the work life of the dog.

G. Extra Duty Employment.

Extra duty employment is defined as voluntary law enforcement employment performed outside of the employee's regular working hours and performed in situations where the City of

Burlington and the Burlington Police Officers' Association complete a contract to provide police protection. Extra duty assignments shall not be used to perform jobs which are normally and customarily done on a daily routine basis by an on-duty uniformed Burlington police officer.

All extra duty employment must be approved by the Chief of Police or his/her designee after consultation with a member of the Executive Board of the Association. Eligibility for extra duty assignments shall be determined by the Union. Non-Union law enforcement personnel shall be eligible for extra duty assignments except that such individuals (including probationary and auxiliary employees) shall not perform extra duty work with less supervision than they would normally have when in the course of regular departmental work assignments. Union personnel shall have first priority for all extra duty assignments for a period up until twenty-four (24) hours prior to the commencement of the extra duty assignment.

Persons or businesses requesting an officer(s) for an extra duty assignment shall be referred in all cases to the Burlington Police Officers' Association ("Union") offices. A designee of the Union is responsible for completion of an Agreement between the Union and the requesting party. Said Agreement shall be in a form mutually agreed by the City and Union and shall include an indemnification clause. The contract may include prepayment conditions as deemed appropriate by the Union. The completed contract will be presented to the office of the Chief of Police for approval. Upon approval, the Union designee will properly post the extra duty assignment, and provide the Department's office manager with all billing information to insure accurate Department payroll processing. All extra duty assignments shall be processed through the Department's payroll system. Information provided to the office manager shall include: (a) name, address and telephone number of the person or business to be billed; (b) contact person if billing problems arise; (c) date of the extra duty assignment; (d) hours to be worked; and (e) location of the extra duty assignment.

The Union shall select officers to work extra duty employment. Determination for supervisory appointment to extra duty assignments shall come from the Chief of Police or his/her designee following consultation with a member of the Executive Board of the Union.

Employees shall be paid by the process currently used at the Burlington Police Department. Charges for extra duty work, including an administrative fee, shall be mutually agreed to by the Department and the Union. Compensation for extra duty shall be solely from the fees charged to the users of such services, except while working the extra duty, employees will remain covered by and eligible for other benefits provided during on duty employment, e.g. workers' compensation, life insurance, etc. Officers engaged in extra duty employment shall wear the full police uniform. Exceptions to this uniform standard must be authorized by the Chief of Police or his/her designee.

Burlington police officers working an extra duty assignment shall be subject to all Departmental rules, policies and procedures. In the event of a conflict between directives of the extra duty employer and the Department rules, policies and procedures the latter shall control.

Burlington police officers may be employed on property owned and controlled by the City of Burlington where alcoholic beverages are provided as part of an event. A case-by-case determination shall be made to allow Burlington police officers to be employed at other events at which alcoholic beverages are provided when the event is permitted by the Local Control Commission. However, extra duty employment is prohibited at establishments and locations which have been granted a liquor license by the Local Control Commission. ~~on all other locations where alcohol was provided by State license or private arrangements extra duty employment is prohibited.~~

The official duties of Police Department personnel shall take precedence over all outside employment.

Burlington police officers shall not engage in outside employment which impairs the efficiency of City services or results in any conflict of interest.

Burlington police officers shall not use any police equipment in an extra duty assignment other than that authorized for Department use.

Upon completion of the extra duty assignment, the employee shall record time worked consistent with payroll procedures adopted by the City. ~~the designee of the Union will ensure that the form containing the name(s) of the officer(s) who performed the assignment is given to the officer manager to ensure payment to the officer(s) and billing to the requesting party.~~

~~Officers working extra duty employment will see the on duty officer in charge prior to the commencement of the extra duty assignment. Upon completing the extra duty assignment, officers will complete a daily activity sheet detailing the hours worked and submit it to the on-duty officer in charge who will insure accurate entry of hours worked onto the daily roll call sheet.~~

The officer in charge and field supervisor may inspect an extra duty assignment site to monitor for officer safety and conformance to departmental rules, policies and procedures.

H. Airport Staffing

All law enforcement work required by the FAA, TSA, or other federal or state entities at the Burlington International Airport (BIA) and all other police work requested by BIA shall be provided by police officers of the Burlington Police Department. All officers assigned to BIA shall have the same standard minimum hours as they would in another shift in the City. Officers shall bid for shifts at BIA consistent with current practice for full-time assignments. Any specialized training to comply with current FAA or TSA requirements will be provided by the Department.

The City will staff BIA as required by the FAA or TSA and requested by airport personnel, but in any event with no less than four full-time assignments. Any request to reduce staffing below this level will be subject to future bargaining.

Officers assigned to BIA will follow the procedures outlined in Section 10.9 above except that:

- (1) An officer assigned to BIA may remain in that assignment for up to two consecutive years.
- (2) An officer may stay on the same shift for two consecutive tours, then move to another shift within the airport.
- (3) An officer remaining at the airport for two years must return to Uniform Services downtown and remain there for two tours before reapplying to the airport.

10.10 Emergency Staffing

An emergency or low staffing schedule will go into effect when fewer than eighty (80) sworn employees are available for work in the Uniformed Services Bureau. If fewer than eighty (80) sworn employees are available for work in the Uniformed Services Bureau, the following steps will be taken: 1) Employees on temporary transfer assignments will be reassigned to the Uniformed Services Bureau and 2) Detective Services Bureau personnel will be drawn down to no less than ten (10) detectives. Drawdowns from temporary transfer assignments and the Detective Services Bureau will continue until there are eighty (80) sworn employees available for work in the Uniformed Services Bureau. While operating under emergency or low staffing, the schedule which appears in Appendix E will be followed.

When the number of sworn employees available for work in the Uniformed Services Bureau, not including employees who have been reassigned from temporary transfer assignments and the Detective Services Bureau, again reaches eighty (80) employees for at least thirty (30) days, employees who have been reassigned from transfer assignments will return to their temporary transfer assignments or the Detective Services Bureau, and the regular schedule in Appendix D will be reinstated.

HOLIDAYS

- 11.1 The following days and no others shall be recognized as holidays:
- New Year's Day - January 1
 - Martin Luther King, Jr.'s Birthday - third Monday in January
 - Presidents' Day
 - Town Meeting Day - First Tuesday of March
 - Memorial Day
 - Independence Day - July 4
 - Bennington Battle Day - August 16
 - Labor Day
 - Columbus Day
 - Veterans Day - November 11
 - Thanksgiving Day
 - Christmas Day - December 25

In addition, all employees shall be allowed two (2) floating holidays per fiscal year for religious, social or personal need. An employee shall provide his/her Department Head with as much notice as possible of the date selected for such day, but in no case shall such notice be less than three (3) working days.

11.2 Holidays shall be counted as a twenty-four (24) hour period beginning at the start of the shift.

11.3 In order to be eligible for a paid holiday, any employee must be permanent and must have worked the scheduled work day immediately before and immediately after the holiday unless excused by the supervisor. Such excuses shall not be unreasonably withheld.

11.4 For all holidays listed in paragraph 11.1 except New Year's Day, July 4th, Thanksgiving Day and Christmas Day, employees who are scheduled to work in other than line duty positions and who are in positions determined by the Chief or his designee to be unnecessary to maintain essential services, shall be excused from all duty. Such employees may, in lieu of taking the observed holiday as holiday time, elect to take another day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedure established for scheduling vacations and floating holidays.

11.5 For all holidays listed in paragraph 11.1 except New Year's Day, July 4th, Thanksgiving Day and Christmas Day, an essential employee who has a holiday fall on a scheduled day off or a scheduled vacation day shall be paid in cash for the holiday.

11.6 Except as provided in paragraph 11.8, essential employees who are required to work the holiday (~~other than Martin Luther King Jr.'s Birthday~~) shall be paid in cash for the holiday. Non-essential personnel who are required to work the holiday shall be compensated by an additional day's pay or, if elected by the employee on or before the holiday, an additional day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedure established for scheduling vacations and floating holidays.

~~Employees who are required to work on Martin Luther King Jr.'s Birthday shall be compensated by an additional day off consistent with the procedure established for scheduling vacations and floating holidays.~~ The following exception applies only to Martin Luther King Jr.'s Birthday:

Employees will be paid in cash unless they elect, before the pay period in which the holiday falls, an additional day off at some time later in, but prior to, the end of the fiscal year.

Employees shall schedule such time consistent with the procedures established for scheduling vacations and floating holidays.

11.7 Employees are required to make reasonable efforts to schedule and utilize accrued holiday time during the fiscal year in which it is earned. Failure to do so will result in the forfeiture of such time. Employees who make a good faith effort to utilize such time and, due to needs of the Department, are unable to do so, shall be permitted by the Chief to carry such time over into the succeeding fiscal year.

11.8 Employees who are required to work on New Year's Day, July 4th, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1-1/2) times the regular rate of pay for these holidays, in addition to the amount to which they are entitled as holiday pay, in lieu of holiday time off. All other employees who are either excused from work on such holidays or

who have such holidays fall on a scheduled day off or scheduled vacation day shall be compensated by an additional day's pay (at straight time hours) or, if elected by the employee on or before the holiday, an additional day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedures established for scheduling vacations and floating holidays.

11.9 Employees unable to work on a holiday due to a work related injury and who are eligible for workers' compensation benefits shall be entitled to receive holiday pay at their regular rate of pay for the hours normally worked on the holiday.

ARTICLE XII

VACATIONS

12.1 Vacation may be taken as earned after completion of (six) 6 months of full-time employment according to the following schedule, except that employees shall not accrue vacation for any month after three (3) consecutive calendar months during which the employee did not actually perform a full day's work for at least fifty percent (50%) of the scheduled work day due to a non-work connected illness or injury:

YEARS OF FULL TIME CONTINUOUS SERVICE	HOURS OF VACATION EARNED PER MONTH
Beginning year 1 through end of year 5	. . .Six and two-thirds (6 2/3)
Beginning year 6 through end of year ten	. . . Ten (10)
Beginning year 11 through end of year 15	. . .Thirteen and one-third (13 1/3)
Beginning year 16 through end of career	. . .Sixteen and two-thirds (16 2/3)

12.2 Vacations will be taken in accordance with the schedule approved by the Chief or his designee with due regard to the operation of the Department. Vacation selection shall be consistent with current practice.~~The Department shall post the Departmental seniority list by April 1 and October 1 of each year.~~ Officers ~~shall~~may use at least one week of allotted vacation time in a one-week block. Officers' scheduled time for the one (1) week block shall be guaranteed subject to the emergency needs of the Department. Vacation time may be scheduled and taken anticipatorily in the year during which it is earned. Employees who, on June 30, show a deficit balance of vacation time shall have a debit payroll effect for the pay period(s) immediately following until the deficit has been eliminated in an amount not to exceed 25% of the employee's weekly salary. Upon termination employees are liable to the City for any used unearned vacation time.

12.3 An employee with more than six (6) months of service whose employment is terminated is entitled to payment for unused accrued vacation leave in an amount not to exceed two hundred forty (240) hours. An employee who has accumulated vacation in excess of two hundred forty (240) hours pursuant to the provisions of paragraph 12.6 may be allowed to use such excess vacation up to the stated limits in paragraph 12.6 prior to termination.

12.4 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee for the total accrued vacation time.

12.5 Vacation time may be used by employees in addition to or in lieu of sick leave.

12.6 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their vacation during the year in which it is earned. An employee may accumulate no more than fifty (50%) of his annual vacation leave up to a maximum of three hundred sixty (360) hours accumulation.

12.7 The rate of vacation pay shall be the employee's regular straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

12.8 All employees suffering from service connected injuries prior to their vacations shall be entitled to an additional vacation day for each vacation day lost through the service connected injury. The specific number of hours shall be determined by the employee's work schedule at the time the service connected injury occurred.

ARTICLE XIII

LEAVES

SICK LEAVE

~~13.1 The City and the Union have agreed to adopt a new sick leave plan, which is set forth below in paragraphs 13.2 through 13.11 and designated as Option 1. All employees on permanent employment status as of July 1, 1986 shall make a one-time election in writing as to whether they will participate in the new sick leave plan, or whether they will continue to follow the terms and conditions of the previous sick leave plan, which is set forth below and designated as Option 2. Such choice shall be considered final and non-revocable during the term of each individual's employment. It is understood and agreed that all employees hired on and after July 1, 1986 shall participate in the new sick leave plan (OPTION 1).~~

OPTION 1

13.12 Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in the following cases:

- a. Non-work related, temporary actual sickness or disability of the employee, or doctor's appointments made during scheduled duty time. It is understood and agreed that all reasonable efforts will be made to schedule physician appointments

during non-scheduled duty hours. If requested, the employee shall furnish the Department Head a certificate from the attending physician.

- b. Attendance upon members of the family within the household of the employee when their illness requires care by such employee not to exceed twelve (12) days per year. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- c. It is understood and agreed that abuse of sick leave shall be grounds for disciplinary action. It is also understood and agreed that requests for physician's certificate shall not be for harassment, but only when there exists reasonable cause to believe that an employee is abusing sick leave, except that an employee absent from duty due to illness or non-work connected injury for a period in excess of three (3) work days shall, upon management request, provide the City with written verification from his attending physician. In cases where the City questions an employee's continued capacity to serve as a police officer, the City may request a physical examination.

13.23 Sick leave shall be available to all employees. An employee absent on account of illness or injury shall notify the supervisor, or other person designated by the Chief, no later than one hour prior to the commencement of the shift pursuant to procedure established by the Department.

13.34 Sick leave shall be accrued at a rate of eight (8) hours per month and may be accumulated up to a maximum of forty-five (45) weeks. An employee who has accrued sick time in excess of forty-five (45) weeks prior to 7/1/98 (up to a maximum of fifty-two (52) weeks) may be eligible to use such hours for sick leave; however, no new sick days would accrue until the employee's total accumulation of sick time fell below forty-five (45) weeks.

BONUS FOR NON USE OF SICK LEAVE

13.45 Employees who use no sick leave in a quarter of a fiscal year, and continue to use no sick leave in following quarters, shall be paid a bonus, which shall be calculated according to the following schedule:

1. First Quarter of employment - \$25.00 for FY87. This quarter will commence October 1-December 31, 1986).
2. Next Quarter - \$50.00
3. Next Quarter - \$75.00
4. Next Quarter - \$100.00
5. Successive Quarters - \$100.00

13.56 Use of sick leave in a quarter shall result in a reduction of the sick leave bonus for that quarter according to the following schedule:

1. One day of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$25.00 from amount received in previous quarter;
2. Two days of sick leave used in a quarter, quarterly bonus for the quarter decreases by \$50.00 from amount received in previous quarter;
3. Three days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$75.00 from amount received in previous quarter;
4. More than three days of sick leave used in a quarter, quarterly bonus for that quarter is zero.

13.67 Employees who use sick leave and have their bonus reduced shall proceed each quarter through the schedule as set forth in paragraph 13.5. As an example, an employee who had progressed to the point of having received a \$100 bonus the previous quarter and who uses two days of sick leave in the current quarter shall be paid a bonus of \$50.00 for that quarter, and shall be eligible for a \$75.00 bonus the following quarter, etc.

UNUSED SICK LEAVE UPON SEPARATION

13.78 During the term of this Agreement, when an employee retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System, the employee shall receive an amount equal to his salary at the time of his retirement for one-third the amount of unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for four (4) weeks.

13.89 In the event of death in the line of duty (as defined by the Federal Public Safety Officer Benefit Statute) of an employee, including rescue personnel, the City shall pay to the surviving spouse, or if none, to the surviving children, one hundred percent (100%) of the total accumulated unused sick leave up to the maximum.

13.910 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to his salary at the time of his resignation for one-fourth (1/4) the number of days of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for three (3) weeks.

~~13.11 Employees with accumulated unused sick leave in excess of the maximum earned as of June 30, 1986 may elect to use such excess leave during temporary illnesses or non-work-related disabilities if their sick leave is exhausted; and, upon retirement, to use the balance of such leave towards "years of service" as credit under the City's Retirement System.~~

~~OPTION 2~~

~~13.12 Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of actual sickness or disability of the employee, or to meet doctor's appointments, or to take physical examinations. Sick leave may be taken by any eligible employee unable to work due to pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Sick leave shall not be granted for injuries, illnesses, and~~

~~occupational diseases covered by Workers' Compensation. Sick leave shall be granted to allow an employee to care for a sick or disabled member of his immediate family.~~

~~13.13 Sick leave shall be available to all employees. An employee absent on account of illness or injury shall notify the supervisor one hour prior to regular starting time of the work shift.~~

~~13.14 Sick leave shall be accrued at a rate of eight (8) hours per month and may be accumulated up to a maximum of forty five (45) weeks. An employee who has accrued sick time in excess of forty five (45) weeks prior to 7/1/98 may be eligible to use such hours for sick leave; however no new sick days would accrue until the employee's total accumulation of sick time fell below forty five (45) weeks.~~

~~13.15 A request for authorization of sick leave must be completed. For sick leave in excess of three (3) days, or if the Department Head suspects that the employee may be abusing sick leave, the Department Head may require a certificate from the attending physician stating that such illness prevented the employee from working. The expenses of any examination required by the City under this section shall be borne by the City.~~

~~13.16 Any unused sick leave shall be accumulated. An employee with more than six (6) months of service whose employment is terminated is entitled to payment for unused accrued sick leave in an amount not to exceed one hundred twenty (120) hours. Upon the accumulation of at least two hundred forty (240) hours of sick leave, an employee may convert sick leave to vacation leave at the ratio of one (1) hour of vacation leave for every two (2) hours of sick leave up to a maximum of forty (40) vacation hours per year. An employee who has accumulated more than two hundred forty (240) hours of sick leave as of the effective day of this Agreement shall be given an opportunity to convert those days to vacation leave in excess of forty (40) hours per year subject to the approval of the Department Head and within limits as set forth in Article XII.~~

INJURY LEAVE

13.~~107~~ An employee injured on the job, however slightly, must report the fact consistent with the requirements of State law, and follow the procedures for workers' compensation adopted by the City ~~effective January 9, 1987, as modified~~. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurs while the employee is engaged in the performance of his duties. In the case of injuries causing absences from work, the employee will receive injury leave not to be charged against sick leave.

BEREAVEMENT LEAVE

13.~~118~~ The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate member of his family and to relieve him of the concern over loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.~~129~~ Upon the death of an employee's spouse, child or domestic partner, the employee may request and the Department Head will grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits can be met.

13.~~1320~~ Upon the death of an employee's parent, the employee may request up to and the Department Head will grant bereavement leave up to five (5) working days immediately following such death without loss of pay.

~~13.1421~~ The Department head will grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, sister, brother, or other relative living in the same household, or upon the death of the employee's aunt, uncle, cousin, brother-in-law, or sister-in-law.

~~13.1522~~ Upon the request of the employee, the Department Head may grant up to one day leave with pay for the employee or their spouse to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

~~13.1623~~ Notwithstanding the above, the Chief may authorize additional bereavement leave based upon individual employee circumstances. An employee, in addition to the above defined leave, may utilize vacation to supplement bereavement leave.

PARENTAL LEAVE

13.24 Upon prior reasonable written notice to his supervisor, an employee, who's spouse, who gives birth or who adopts a child, shall be entitled to parental leave without pay not to exceed a period of four months beyond the date of delivery or adoption. Employees may use vacation leave in lieu of or in addition to parental leave. Employees returning from parental leave shall be reinstated to his or her former job and pay classification.

MATERNITY LEAVE

13.25 Maternity leave shall be treated as a temporary disability. Employees who are unable to work as certified by a medical doctor because of pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be granted a maternity leave without pay during the period of disability if all sick time has been exhausted or if the employee has elected not to use accrued sick time. The employee must return to work no later than four (4) months after delivery, unless

prescribed by a medical doctor and/or authorized by the Department Head. In addition to such unpaid leave employees may use sick time or vacation time.

LEAVE WITHOUT PAY

13.26 Upon approval of the Chief, an employee may be granted leave without pay for a specified period of time. At the expiration of a leave without pay for up to three (3) months, the employee shall return to the same position or to a similar position. In cases of leave without pay in excess of three (3) months, the employee shall return to the first available position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation leave and sick leave shall not accrue. However, in the event of leave without pay necessitated by sickness or disability, an employee may continue to receive health insurance benefits for a period not to exceed two (2) years.

EDUCATIONAL INCENTIVES

13.27 Employees shall receive fifty percent (50%) tuition reimbursement for college credits per fiscal year up to a maximum of three courses per fiscal year. The college credits must be reasonably related to furthering the employee's career as a police officer and have the prior approval of the Chief or his designee. Tuition reimbursement is subject to budgetary limitations. This educational benefit shall be available to active employees, and shall not be available to employees on leave without pay status.

MILITARY LEAVE

13.28 Any employee who has completed the probationary period shall be entitled to military leave without pay as herein provided:

(a) Military leave shall be due whenever an employee: Initially enlists, is inducted, or is called to active duty in the Armed Services Reserves or National Guard; voluntarily enters active duty in the Reserves or National Guard, or is ordered to or enters an initial period of active

duty for training of not less than twelve (12) consecutive weeks as a member of the Reserve or National Guard.

(b) Restoration. An employee is entitled to restoration to his/her former position provided he/she: makes application for restoration to the City within ninety (90) days of completed service, or from service connected hospitalization of a period of not less than one (1) year; shows certification of (satisfactory) military service, and is still qualified to perform the duties of the position. Restoration shall entitle the employee to former position of like seniority, status, and pay, unless the City's circumstances have changed as to make it impossible or unreasonable to do so. The City is not required to create an unneeded position or to bump a current employee to restore another employee returning from military leave.

(c) Disposition of Sick and Vacation Leave. An employee entitled to military leave shall be paid for any accrued vacation leave s/he may be entitled if s/he were separating from City service. An employee returning to City duty under restoration shall have unused sick leave credits restored for their use.

(d) Military Reserve Training or National Guard Service. A regular employee who has completed his/her probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be limited to a maximum of twelve (12) weeks and shall be computed on the basis of the difference between military base pay received, including housing allowance, food allowance, or other monetary compensation and the amount designated as the straight time weekly salary for the classification and step of the employee. Such military training leave shall not be deducted from vacation time.

(e) Federal Pre-emption. Applicable Federal laws under 38 U.S.C.A. §§2021, 2024 shall pre-empt and control in the event of any conflict between those laws and these provisions.

PERSONAL LEAVE

13.29 All employees covered by this Agreement shall be entitled to two (2) shifts of leave per year, non-cumulative, to conduct personal affairs (minimum shall be 18 hours). The shift assigned to an employee on July 1 shall determine the number of hours of personal leave permitted under this section for the particular contract year. Requests for such leave must be made at least twenty-four (24) hours in advance to the Police Chief or his duly authorized representatives. In cases of emergency, the Police Chief or his designee may waive the one (1) day advance notice requirements. The Chief or his designee may deny a request for a specific leave period when such decision is made appropriate by police protection and/or officer safety requirements.

ARTICLE XIV

EMPLOYMENT BENEFITS

14.1 The benefits described below are provided to all eligible employees of the City. The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular insurance companies and non-profit organizations providing hospital, surgical, or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

HOSPITAL AND MEDICAL

14.2 Commencing 7/1/00, the City will make available to all eligible employees health insurance under the following plan:

Blue Cross Blue Shield of Vermont Freedom Plan - benefits will be provided consistent with the term's conditions and limitations as specified in Appendix F.

The City may alter the sponsorship of the healthcare plan so long as the benefits and employee contributions are substantially equivalent to those outlined in this section.

Commencing with the first full pay period after 7/1/06, employees shall pay toward the premium costs of the aforesaid plan at 3 % of base pay to be made on a pre-tax basis. [Note: base pay is defined as an officer's placement on the pay scale and excludes any and all supplements]. Commencing July 1, 2008, employee contributions to the health care system will increase by an additional 0.5% to a total of 3.5% of base wages. All contributions shall continue to made pre-tax consistent with current practice.

14.3 An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount of \$800.00. Payment may be in cash, or deposited in the employee's flexible spending account. An employee must be covered by City health insurance for at least twelve (12) months prior to electing to use this buyout. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option. If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless his or her spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash-out option may cancel it if the alternative coverage from the other source should become unavailable to that employee at any time. The

cash payment called for under this option shall be payable by the City to the employee in monthly installments.

14.4 Employees who are granted leave without pay due to sickness, childbirth, or accidental disability may continue to receive benefits under the City's Hospital and Medical Plan for a period not to exceed two (2) years. Employees who are granted leave without pay for a period exceeding two (2) months for any reason other than sickness, childbirth, or accidental disability will be permitted to convert to the regular Subscription Plan being offered by the insurance carrier on a direct pay basis.

LIFE

14.5 The City shall provide each eligible employee with a paid group life insurance policy in an amount equal to two (2) times the employee's salary at the time of death up to a maximum of \$100,000. The City shall also provide accidental death and dismemberment coverage for eligible employees. In the event of an accidental death occurring in the employee's line of duty, the employee's survivor(s) shall receive an amount equal to four (4) times the employee's annual salary, to a maximum of \$200,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

DENTAL

14.6 The City shall provide a group dental plan and shall pay 100% of premium costs for employees and their dependents. The plan shall be equal to or greater than the existing policy in effect at the commencement of this Agreement.

14.7 The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular line insurance companies and non-profit organizations. If

these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

MISCELLANEOUS BENEFITS

14.8 Employees shall be reimbursed the full cost of one (1) eye examination, during the term of this Agreement, to a maximum of \$50.00.

14.9 The City agrees to pay the cost of legal representation for any employee who is the party to litigation in which it is alleged that, in the course of his/her employment, the employee acted in a negligent manner. The City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

14.10 The City agrees to allow employees fifteen (15) minutes prior to each tour of duty, for the purpose of shift preparation. It is understood that such time shall be compensable whether or not such preparation takes place on or off the employer's premises.

WORKERS' COMPENSATION

14.11 An employee who sustains a work related injury, as the result of which the employee is disabled, if so determined by a decision under the Workers' Compensation Insurance program, shall be entitled to work related disability leave. Work related disability leave is a leave of absence for which the employee will be paid full pay reduced by the amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, State, and local withholding and Social Security and retirement contributions. Work related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

14.12 In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The City shall recover any amount in excess of the employee's aforementioned work related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the City shall result in the termination of work related disability leave.

14.13 City-paid coverage for life insurance and for hospital and medical insurance will continue for the period of time that the employee is on a work related disability leave.

14.14 An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three (3) years from the date injury occurred provided the employee is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. Re-employment shall be subject to the individual's successful completion of a background investigation, medical exam and shall include a one-year probationary period.

14.15 An employee who sustains a work related injury may be absent from work with pay without use of sick time for the purpose of continued medical treatment of the work related injury for a period of three years from the date this injury occurred. Each absence should not exceed one work shift or the minimum amount of time necessary to obtain the medical treatment, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. Employees shall make reasonable efforts to schedule appointments during non-work hours.

14.16 Any employee who sustains a work related injury which prevents him from performing full duty must, as a condition to performing light duty, be examined by a duly licensed physician who may be designated by the City who will certify in writing that the

employee is suited for light duty and the specific physical limitations of said light duty. An examination by a physician designated by the City shall not be considered a callback for purposes of this Agreement.

14.17 Any employee assigned to a light-duty position may only serve in an administrative capacity which must not mandate the carrying of firearms or invoking the powers of arrest. Light-duty assignments shall be limited to the Training Division, Community Relations/Crime Prevention Unit, Administrative Services Bureau (except parking tickets, records or other work normally performed by civilian employees), Identification Unit, front desk, and assistant to the Chief of Police. Light-duty assignments shall involve tasks of substantive importance to the Department. Light-duty assignments required as a result of a work related injury shall, at the employee's option, be made on the same schedule of days and hours as the employee was assigned immediately prior to the injury. Employees who were assigned to special unit or bureau assignments at the time of their injury shall continue their light-duty assignment in the same position prior to their injury. The Department and employee may mutually agree to another schedule for a light-duty assignment. Personnel on light-duty assignment shall, upon completion of a shift assignment on light duty, be eligible for available overtime consistent with the provisions for light duty.

~~14.18 There shall be a limit of no more than ten (10) employees assigned to light duty positions at any given time, such assignments to be made on a first come/first serve basis. An employee who sustains a non-work related injury as a result of which the employee is temporarily disabled, if so determined by a duly licensed physician designated by the employee, shall also be entitled to a light duty assignment, provided that said entitlement shall arise only after the employee has exhausted all accrued sick time or forty (40) hours of sick time, whichever is less. No assignment to light duty shall exceed ninety (90) days unless the Medical Board certifies that there is a reasonable expectation that the employee will be able to return to~~

~~full duty status within thirty (30) days following the Medical Board's examination of the employee.~~

~~14.19~~ Employees shall not be required to work light duty following a work related injury; any employee with a work related injury who opts not to be available for light-duty assignments shall, notwithstanding the provisions of this Article, be entitled to receive 66 2/3% of gross pay immediately prior to injury as defined by State law during the period of disability. Employees may choose to change their option once during each period of disability. For those employees seeking to work light duty, there shall be a limit of no more than ten (10) employees assigned to light-duty positions at any given time, such assignments to be made on a first come/first serve basis.

~~14.20~~19 It is the policy of the City that it shall be presumed that an employee who contracts the AIDS virus or Hepatitis B has done so as the result of a work related incident or event provided there is an existing log or record of an incident(s) or event(s) which would support such a presumption. ~~The Union shall provide the Department with an appropriate form for this documentation and~~ Department shall maintain records of these forms in the employee's personnel records. No employee who has contracted AIDS or Hepatitis B as a result of such work related incident or event shall be denied workers' compensation benefits or any customary medical benefits as a result of contracting said viruses. The provisions of this section shall be void if the City can establish by a preponderance of evidence that the employee did not contract said viruses while in the performance of their police duty.

14.20 An employee who sustains a non-work related injury as a result of which the employee is temporarily disabled, if so determined by a duly licensed physician designated by the employee, shall be entitled to a light-duty assignment, provided that said entitlement may arise only after the employee has exhausted all accrued sick time or forty (40) hours of sick time, whichever is less. Employees generally will be provided light duty work prior to exhaustion, as

long as one of the ten light-duty assignments in 14.18 above is available. No assignment to light duty for a non-work related injury shall exceed ninety (90) days unless the Medical Board certifies that there is a reasonable expectation that the employee will be able to return to full duty status within thirty (30) days following the Medical Board's examination of the employee.

PENSION

14.21 The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed on June 30, 1991, except as follows:

A. Current Employees:

1. Effective July 1, 2006, the amount contributed by employees through salary deduction shall increase from 8.8% of salary to 10.80% of salary.
2. Commencing July 1, 2006, employees who retire and elect the no cola option shall have benefits calculated using a 3.8% factor for all years of service prior to June 30, 2006, and a factor of 3.6% for all years of service commencing July 1, 2006.
3. Commencing July 1, 2006, the maximum annual full COLA adjustment factor for retired employees shall be increased from 5% to 6%.
4. Effective January 1, 1992, the City shall administer the employee contribution as a pre-tax deduction consistent with requirements of the Internal Revenue Code.
5. Except as otherwise provided in subsection 2 above, for employees in service on or after July 1, 2000, an accrual rate of 2.75% shall be used to compute retirement benefit amounts for all years of service up to twenty-five (25) years of service. There will be an additional five-tenths(0.5) percent of average final compensation for each additional year beyond twenty-five (25) years for up to an additional ten (10) years of creditable service. The benefit will be reduced on an annual basis for retirement between 20 and 25 years of service such

that at 20 years of service the benefit will be 50% of average final compensation. The minimum retirement age shall be 42 years.

6. From and after the effective date of this Agreement, if a covered employee opts for the 100% and 50% survivorship choices, if the named beneficiary dies first, the benefit for the retiree shall revert back to the five year certain form of payment. This will expand the available options to six: five year certain; straight life; 100% survivorship; 100% pop up; 50% survivorship and 50% pop-up.

B. Employees hired after July 1, 2006

For employees hired after July 1, 2006 the following retirement system standards shall be applicable:

1. The no COLA and half COLA options shall be eliminated and the full COLA option shall be the only retirement option available.
2. The maximum annual full COLA adjustment factor for retired employees shall be increased from 5% to 6%.
3. The accrual rate shall be 2.65% for creditable service not in excess of twenty-five (25) years. There will be an additional five-tenths (0.5) percent of average final compensation for each additional year beyond twenty-five (25) years for up to an additional ten (10) years of creditable service.
4. The contribution rate shall be 10.80% of base pay.
5. The minimum age for retirement shall be increased from 42 to 45 years of age.

C. Employees hired after January 10, 2010

For employees hired after January 10, 2011 the following retirement system standards shall be applicable:

1. Average final compensation shall be determined on the basis of their five highest earning years.
2. All covered employees hired after December 8, 2010 shall receive a retirement benefit of 50% of AFC at the completion of 20 years of service and a minimum eligible age of 50, and 75% of AFC at the completion of 25 years of service at a minimum eligible age of 50. The benefit for an employee retiring between 20 years of service and 25 years of service at age 50 increases by 5% per year as provided in Chart A below.

Chart A

24 Years of Service	–70%
23 Years of Service	–65%
22 Years of Service	- 60%
21 Years of Service	- 55%
20 Years of Service	- 50%

An employee may choose to receive retirement benefits earlier than age 50 with a minimum of 20 years of service, but will incur an actuarial reduction in benefits as provided in Chart B below

Chart B

Age 49	– 94%
Age 48	– 88%
Age 47	– 83%
Age 46	– 79%
Age 45	– 74%
Age 44	- 70%
Age 43	- 66%
Age 42	- 62%
Age 41	- 59%
Age 40	- 56%

3. All such employees shall have their pension benefits calculated on the basis of the “full COLA” option and in all other respects shall be treated the same as employees hired after January 1, 2006.

4. Employees who retire prior to the completion of 20 years of service shall continue to have their pension benefits calculated in accordance with the terms and conditions of the ordinances of the City relating to Personnel/City of Burlington Employees’ Retirement System in effect as of the date of execution of this agreement.

D. Line of Duty Death Benefit: If an employee is killed while on duty, either intentionally by another individual, or as a result of a motor vehicle accident or similar accidental event or occurrence within the line of duty, that employee’s designated beneficiary shall be entitled to a monthly pension benefit for the remainder of the beneficiary’s life. The benefit shall be calculated as if the employee had completed 20 years of service at time of death, or actual years of service, whichever is greater. It is understood and agreed that only an employee’s death from an event or occurrence while on actual duty shall be covered by this benefit.

14.22 PEBSCO. Effective 10/1/98, a post employment health account through Public Employees Benefit Services Corporation (“PEBSCO”) will be established for each Union member. This account will be funded by a contribution by the employer of one percent (1%) of an employee’s wages and such contribution shall be made on a no less than monthly basis. In addition to the amounts set forth above, for all employees employed as of 10/1/98, the City will credit in the Retirement Fund an amount for each employee to be credited as listed in Appendix I. The amount credited to each employee shall be advanced by eight percent (8%) per year compounded interest. Within seven (7) days following an employee’s retirement or termination of employment with the City for any reason, the City shall deposit the total amount accumulated directly into the employee’s individual PEBSCO account. ~~A labor management committee shall~~

~~be convened and shall discuss how the current PEBSCO program can be made more effective and/or whether there are alternatives which will operate more effectively.~~

ARTICLE XV

QUALITY CONTROL, PERFORMANCE COUNSELLING & DISCIPLINE

15.1 Statement of Intent

An effective disciplinary system is one that is fair, rational, timely, and consistent, reflects the values of the Department and the community, protects the rights of citizens and officers, promotes respect and trust within the Department and the Community, and results in a culture of public accountability, individual responsibility, and maintenance of the highest standards of professionalism. Such a system results in strengthened relationships and increased levels of trust within the Department and the community by ensuring clarity in expectations and consistent accountability for actions by both the Department and individual officers.

The parties recognize the value of addressing performance and minor disciplinary matters as opportunities for individual and organizational growth and development, and agree that an effective system is anchored in the principle that issues related to performance and minor disciplinary matters should be addressed through counseling, early intervention, and education. An early intervention system, designed to identify and correct performance or behavior problems as soon as they are identified, should occur prior to disciplinary action and such corrective action should not be considered punitive.

It is the responsibility of all employees to observe the policies, rules and regulations necessary for the proper operation of the Department in the City. The City shall not discipline or discharge any employee without just cause. If the employer has reason to verbally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. All disciplinary decisions shall be subject to a right of the Union to

submit to grievance and arbitration the issue of whether just cause exists sufficient to warrant discipline under the Collective Bargaining Agreement, and/or whether there is just cause for the degree of punishment proposed.

15.2 Factors

The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act or misconduct unless new facts or circumstances become known.

Factors that will be considered when choosing to coach, train, mentor, provide performance counseling, or to discipline employees shall include but not be limited to: the employee's motivation/intent for the infraction or error; the degree of harm caused; the employee's level of experience; and the employee's past record of performance and conduct.

The Department also agrees to a continuum of infractions:

Lower-level infractions of policy and procedure typically result in coaching, training, and counseling prior to imposing discipline. These types of infractions do not generally result in a formal Administrative Review or Internal Investigation. Examples of lower-level infractions could include: tardiness; misuse of sick time; late paperwork that does not adversely impact a case; care and maintenance of equipment; rudeness; etc.

Mid-level infractions or repetitive lower-level infractions are generally handled at the lowest possible level beginning with a letter or reprimand or admonishment, and progressing into more substantial discipline such as suspension. Examples of mid-level infractions could include repetitive lower-level issues; carelessness with firearms; gratuities (small); low-level neglect of duty such as absences or falling asleep on a night shift; more substantial courtesy matters; etc.

Higher-level infractions may result in more substantial discipline. These kinds of infractions could include things such as veracity issues; harassment; excessive force; knowing

associations with targets of investigation or criminals; abuse of authority; failure to follow orders; political activity restrictions; etc.

Outcomes of infractions may result in a continuum of responses, which include some non-disciplinary action such as:

- Education;
- Training/Retraining;
- Verbal or written performance counseling or coaching;
- Referrals to professional counseling; or disciplinary actions such as:
 - Written reprimand;
 - Reassignment;
 - Suspension or forfeiture of pay; or
 - Dismissal

Generally, lower level infractions, absent aggravating circumstances, result in non-disciplinary actions as noted above.

15.3 Retention of Records

Entries in performance files are maintained for a maximum of one year from the date of entry. Those are generally non-disciplinary matters such as short notations of verbal counseling or training; performance plans; letters of counseling or coaching; or other non-disciplinary documents.

Absent additional discipline being imposed during the time frames noted below, the following timelines are established for retaining records of discipline:

Letters of reprimand and any other discipline short of suspension are maintained in personnel files for a maximum of one (1) year from the date of the event/conduct.

Disciplinary actions resulting in a suspension are maintained in personnel files for a maximum of three (3) years from the date of the event/conduct.

Records relating to significant discipline which does not result in termination but triggers a suspension of two weeks or more, including but not limited to sexual harassment; significant issues related to response to resistance/use of force, any criminal activity; and veracity may be maintained for a longer period of time specified at the time the discipline is imposed.

~~15.3—Except in a case resulting in discharge, any written warning or reprimand in an employee's performance file will be removed from the file after one (1) year, and if there has been no recurrence of the type or kind of conduct giving rise to the warning.~~

~~15.4—It is the responsibility of all employees to observe the policies, rules and regulations necessary for the proper operation of the Department in the City. The City shall not discipline or discharge any employee without just cause. If the employer has reason to verbally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. All disciplinary decisions shall be subject to a right of the Union to submit to grievance and arbitration the issue of whether just cause exists sufficient to warrant discipline under the Collective Bargaining Agreement, and/or whether there is just cause for the degree of punishment proposed.~~

~~15.5—The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act or misconduct unless new facts or circumstances become known.~~

15.4 Whenever an employee is ~~under investigation~~ and subject to interview ~~interrogation~~ for any reason which could lead to disciplinary action of any employee, demotion, ~~or dismissal,~~ such interview ~~interrogation~~ shall be conducted under the following conditions:

A. The employee will be informed in writing prior to the interview that the employee is a subject suspect or witness in the investigation, ~~and will be informed of the nature of the investigation.~~

~~B. The employee under investigation, or an employee who is being interviewed as a witness in an investigation of another employee, shall~~ Subjects of investigation will be informed of the current details of the allegation, the name and ~~prior to such interrogation of the rank, name and command of the officer in charge of the investigation~~ interrogation, the interviewing/interrogating officer, the names of any known witnesses or persons to be interviewed regarding the investigation, and all other persons to be present during the interview/interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator at any one time. Witnesses will be informed of the general nature of the event and their possible involvement, the name and rank of the officer in charge of the investigation, the interviewing officer, and all other persons to be present during the interview. If the parties have grounds to believe there is a conflict with the assigned investigator, another investigator may be appointed upon request to the Chief of Police or Human Resources Director.

BC. The form used to notify employees shall include a notification that they have the right to representation by the BPOA or other counsel. The form will ask the employee to initial any declination of union representation. The employee(s), upon request, shall have the right to be represented by counsel or any other responsible representative of his or her choice who shall be present and available for consultation at all times during the interview/interrogation unless waived by the employee. Upon the request of the employee, the interview/interrogation shall be suspended for a reasonable period of time to obtain representation.

~~D. The employee shall be entitled to reasonable intermissions for personal necessities and for the purpose of consultation with his or her representative.~~

CE. The employee will be given a descriptive account of all the allegations being investigated. The employee will be given prior access to any of his or her reports or notes, and any reports available through the Department's records management system related to the interview prior to and during the interview. Upon request, the Chief may provide any other material related to the investigation that is deemed not to compromise the integrity of the investigation. Interviews of employees who are the subject of the investigation should be conducted after all other interviews have been conducted and other relevant information collected unless authorized by the Chief of Police or the Chief of Internal Investigations. he or she has submitted related to the interrogation and shall be allowed to refer to such reports and any of his or her notes during the interrogation.

DF. The interrogation of the All interviews of employees shall take place during his or her regularly scheduled hours of work, unless both parties agree to schedule the interview during off duty hours. the seriousness of the investigation is of such a degree that immediate action is required. Hours of work cannot be rescheduled in an effort by the City to avoid overtime compensation as a result of the interviewinterrogation. When an interviewinterrogation takes place during an employee's off-duty hours, the employee will be compensated in accordance with Section 10.8 of this Agreement. Whenever possible, all interviews shall take place on the City's premises unless otherwise agreed to by the employee.

E. All interviews shall be conducted in a respectful manner and all parties to an interview shall conduct themselves with decorum. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts that pertain to the incident that is the subject of the investigation. During the interview, all questions shall be asked through one investigator at any one time. If at any point the employee or his or her representative has grounds to believe the interview has become hostile or has deviated from the scope of the investigation, her or she may

request that the interview be paused pending review of the issue by the Chief of Police or his or her designee.

F. Employees shall be entitled to reasonable intermissions for personal necessities and for the purpose of consultation with his or her representative(s). The employee's representative(s) can speak directly to the interviewer during the course of the interview in order to ask the interviewer to re-state or to clarify a question. The representative may object to the interviewer directly if he or she feels confusing or intimidating tactics are being employed or if questions are not related to the incident under review. After the interviewer has concluded his or her questions, the employee or his or her representative may ask pertinent clarifying questions or offer other information that may be relevant to the matter under review. Nothing in this section shall be construed to diminish rights afforded employee(s) or their representatives through any State or Federal law or Court decision that would supersede the contents of this agreement.

G. When an employee being interviewed is ordered to answer questions that are directly and narrowly related to his or her duties or his or her fitness for duty, it is expressly understood that the answers to those questions cannot be used against him or her in criminal proceedings. It is further understood that any information gained in the course of an employee's investigation is confidential and shall not be voluntarily released to any party outside the office of the Chief of Police, City Attorney, Human Resources Director, and the Department investigator.

HG. The employee's representative shall not be compelled by the agency to disclose any information received from the employee under investigation. This shall not relieve the employee's representative of his or her obligations as a police officer.

~~H. Whenever possible, all interrogations shall take place on the City's premises unless otherwise agreed to by the employee, and shall be conducted in a respectful manner.~~

~~I. When an employee who is being interrogated is ordered to answer questions which are directly and narrowly related to his or her duties or his or her fitness for duty, it is expressly understood that the answers to those questions cannot be used against him or her in criminal proceedings. It is further understood that any information gained in the course of an employee's investigation is confidential and shall not be voluntarily released to any party outside the office of the Chief of Police, City Attorney, and the investigators (BIA).~~

IJ. When an outside agency is called upon to conduct an internal investigation, it is understood that this agency must comply with all rights guaranteed to the employee being interviewed ~~rogated~~ by this Agreement.

~~K. All interrogations shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation.~~

JK. The employee and his or her representative shall be allowed to record the entire interrogation by both audio and visual means. If video is used the Union shall furnish upon request a copy of said video to the City at no cost.

KM. Interviews shall be conducted with no unreasonable delays. The employee or his or her representative may request, ~~and shall be granted~~ a status conference through the Chief of Police to determine the progress of the investigation. The status conference with the Chief or his/her designee will be conducted without delay.

LN. When the investigation is completed the employee or his or her representative will be furnished upon request with a copy of all reports of the investigation which will contain all known material facts of the matter to include tape recordings at no cost. If the City records the interview ~~interrogation~~, a copy of the complete interview ~~interrogation~~ of the employee, noting all recess periods, shall upon request be furnished to the employee upon its completion. These copies shall be complementary.

MQ. The employee and Union shall be advised in writing of the results of the investigation and any future action to be taken. This notice shall be limited to contain the BIA number, Charge(s), Finding(s), whether employee declined representation, and what type of disciplinary action if any was taken, including lengths and terms of the discipline.

NP. No employee shall be compelled to take a polygraph during the course of an investigation.

O. Records of investigation are retained in accordance with current State law and archiving rules and/or the statute of civil limitations, whichever is greater. As of the date of drafting, records are retained for seven years.

~~15.5 Internal Affairs/Disciplinary Procedures: The parties will establish a labor management committee consisting of equal representation from both parties for the purpose of conducting a comprehensive examination and redrafting of the Department's internal affairs procedures and disciplinary protocols, including Departmental Directives and contract language dealing with internal affairs and discipline. If agreement is reached, the labor management committee will report the results of its work to the respective bargaining committees and subject to approval by the bargaining committees and ratification by the parties, shall be incorporated into the agreement. To the extent no agreement is reached, the matters will be considered available for additional bargaining between the parties during the duration of this agreement, and subject to all dispute resolution procedures otherwise available by law or contract.~~

ARTICLE XVI

GRIEVANCE PROCEDURE

16.1 A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against

the City involving the meaning, interpretation or application of the express provisions of this Agreement.

16.2 This grievance procedure constitutes the sole and exclusive means of resolving grievances and employees will at all times continue to work as directed by the City. Settlement of the controversy at any step in the grievance procedure shall be binding on all parties, including the employee or employees making the complaint. Related grievances may be consolidated and processed as a single issue. Every effort will be made to resolve the grievance at the lowest possible level.

16.3 A grievance shall be processed in the following manner;

Step 1. The employee shall within five (5) weekdays after first having knowledge of its occurrence take up his grievance with his supervisor. The supervisor shall give an answer within five (5) weekdays after the grievance is presented to him. When an employee has been prevented from presenting his grievance within the above time limit because of an excused absence, he or she will be given two (2) weekdays from the time of his or her return from such absence to present the grievance. If a grievance is not settled at this level, the Union may, through its representative, appeal it by giving a written notice of such appeal to the Chief within eight (8) weekdays after receipt of the supervisor's answer. The Chief shall give his written answer to the grievance within eight (8) weekdays after his receipt of the appeal.

Step 2. If the grievance is not settled in Step 1, either the Chief or the grievant may request that the Personnel Director intervene in an effort to resolve the grievance. In such case, the Personnel Director shall attempt to negotiate a settlement or adjustment of the grievance with the employee during a period of eight (8) weekdays after receipt of the decision of the Chief or during such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Personnel Director shall render a written decision within three (3)

weekdays after the end of said period and deliver a copy thereof to the Department Head and the employee.

Step 3. If the Personnel Director is unable to negotiate a settlement or adjustment of the grievance, or if none is requested as provided for herein, the employee or the Union may submit the grievance to the Chairman of the Board of Police Commissioners within three (3) weekdays following receipt with copies to the Chief and Personnel Director. The Commission shall render a written decision within eight (8) weekdays after receipt of the grievance from the employee or the Union.

16.4 The parties agree to follow the foregoing steps in the processing of a grievance and if in any step the City's representative fails to give his written answer within the time limits therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. In the event an answer is not received from the City's representative within the time limits therein set forth, the time limit in which the Union may appeal to the next step shall be extended for eight (8) days in addition to the number of days specified for said appeal as set forth therein. If the Union fails to appeal the grievance to the next step within the time limits stated above, the last answer of the City's representative shall be final and binding on all parties.

16.5 Prior to the filing of a grievance, the employee may request a meeting with the Chief of Police in an effort to resolve the grievance. The employee may also request a meeting with the Board of Police Commissioners at the time of filing a Step 3 appeal.

16.6 The parties may determine by mutual consent to skip one or more steps of the grievance process.

16.7 If the grievance is not settled pursuant to the aforementioned grievance procedure or if a response is not received from the Commission within the prescribed time limits, the Union may, through its representative, appeal to the American Arbitration Association within thirty (30) calendar days after receipt of the Commission's decision. Any arbitration shall be a de novo

proceeding. Any written decisions resulting from the aforementioned grievance procedure shall be admissible as evidence to be submitted to the arbitrator, upon the request of either party.

Arbitration hearings shall be closed unless requested by the Union to be open.

16.8 If the Union desires to submit an issue to arbitration, it shall forward to the Chairman of the Board of Police Commissioners, with a copy to the Police Chief, written notice of intent to arbitrate. Such notice shall be mailed within ten (10) weekdays after receipt of the Commission's decision, and shall state (i) the matter at issue; (ii) what respect the Agreement has been violated by reference to the specific clause(s); and (iii) the nature of the relief sought.

16.9 Arbitrable issues are only those which meet each and all of the following tests:

1. The issue must first have gone through the grievance procedure as outlined in this Agreement.
2. All time limits within the grievance procedure itself must have been observed.
3. Notice of intent to arbitrate must have been forwarded within ten (10) weekdays after issuance of the last answer of the City.

16.10 The following is specifically defined as being non-arbitrable:

The exercise by the City of any of its functions as set forth in Article III, City Functions. However, disputes between the parties as to the meaning or application of specific provisions of other Articles of this Agreement may be arbitrated.

16.11 The decision of the arbitrator on the matter at issue shall be final and binding on all parties.

16.12 The settlement of the grievance in any case shall be made retroactive for a period not to exceed the date on which the grievance occurred or the employee or Union reasonably had knowledge of its occurrence.

16.13 Should the City and the Union fail within the ten (10) weekdays from the date of notice of arbitration to agree on an arbitrator, the Union within twenty (20) calendar days must submit a request for a list of arbitrators to the American Arbitration Association. Such arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

16.14 After the arbitrator has been appointed by the foregoing procedure, he or she shall meet and hear the evidence of both parties and render a decision promptly. A separate arbitrator shall be appointed to hear each grievance that has been appealed to arbitration unless the parties agree in writing to present more than one grievance to the same arbitrator.

16.15 The time limits specified herein may be extended by mutual consent which shall not unreasonably be withheld.

16.16 It is understood that the function of the arbitrator shall be to interpret specific provisions of this Agreement. He or she shall have no power to decide on any issue that is defined in this Agreement to be non-arbitrable or to add to or subtract from or to modify and extend any of the terms of this Agreement.

16.17 The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

16.18 It is agreed by and between the parties that the costs and expenses (including filing fees, arbitrator's fees and expenses, but excluding the cost of attorney fees) for arbitration shall be paid on the following basis:

a) If the decision of the arbitrator confirms the action of the appointing authority, the union shall pay all costs.

b) If the decision of the arbitrator negates the action of the appointing authority, the City shall pay all costs.

c) If the decision of the arbitrator modifies the action of the appointing authority, said fees and expenses will be shared equally by the Union and the City.

ARTICLE XVII

UNIFORMS AND EQUIPMENT

17.1 Upon appointment each ~~patrolman~~employee shall receive clothing and equipment as required to carry out the functions of a police officer in the City. Authorized Department issued equipment lost or damaged through gross officer negligence becomes the liability of that officer. Reimbursement for such equipment shall be made by the officer directly to the office of the Chief of Police through the payroll asset account in an amount not to exceed ten percent (10%) of the employee's regular weekly salary. A grievance regarding liability under this paragraph shall be finally concluded prior to implementing any payroll deductions as set forth herein.

17.2 Any employee who is required to wear plain clothes in the line of duty for a period (not necessarily continuous) of at least three (3) months (90 days) shall be entitled to a clothing allowance of \$550.00. The clothing allowance shall be payable in quarterly installments to those employees assigned to such duty at the commencement of the quarter and shall be expended only for clothing used in the reasonable and customary functions of the Department and may be purchased at any store of the employee's choosing. An appropriate voucher system will be established to insure that the Police Department is not held responsible for expenditures over and above the clothing allowance, and no employee shall exceed such allowance. In addition, any employee who is so furnished a clothing allowance shall receive an additional allowance in the same amount for the same purchases in the same manner after he/she has served in plain clothes for an additional period of twelve (12) months (not necessarily continuous) from the time he/she was last furnished a clothing allowance.

17.3 Tailor costs for initial fitting as well as other costs to repair articles damaged in the line of duty will be paid directly by the City.

17.4 The City shall pay for reasonable costs of dry cleaning of uniforms. Each officer shall be entitled to have at least two (2) uniforms dry cleaned per week, unless as a result of a duty-related incident, the employee's uniform becomes soiled, dirty or offensively odoriferous. The Chief of Police shall make the final decision as to the reasonableness of additional dry cleaning requests.

17.5 Eye glasses, watches and other personally owned weapons, equipment, and clothing which are routinely and customarily used by employees may, at the discretion of the Chief, be replaced to the corresponding value if damaged in the line of duty.

17.6 In addition to the aforementioned uniforms and equipment, employees will be reimbursed up to \$120.00 once every twenty-four (24) months for the purchase of equipment shoes and/or thermal boots for Department use. Reimbursement shall be through a voucher/receipt system established by the Department's Office Manager, with payment to the employee to be made not later than three (3) weeks following date of submission of receipt to the Department.

ARTICLE XVIII

UNION REPRESENTATION

18.1 A list of Union Officers or other representatives shall be furnished to the City immediately after their designation, and the Union shall notify the City of any changes.

18.2 Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or their authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld.

18.3 Union representatives shall not be compensated for time spent in grievance and adjustment meeting outside their regular working hours.

18.4 Grievance adjustment meetings will be scheduled by the City at a time that is reasonable for both parties and that minimizes or avoids lost working time.

18.5 Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employee.

18.6 The City shall allow representatives of the Union time off without loss of compensation for Union business, (in addition to such time as described in Paragraph 18.2 of this Article) to a maximum of twenty (20) days per fiscal year in the aggregate for all representatives of the Union. The president of the Union shall give written advance notice to the Chief of any compensated time off as provided by this Paragraph. The executive board may request that Union members who are assigned Union work by the executive board be permitted to use some of the Union leave provided for in this paragraph.

18.7 Upon receipt of a signed voluntary authorization by an employee, the City shall deduct from the employee's wages the weekly Union membership dues and initiation fees payable by him or her to the Union during the period provided for in said authorization.

18.8 The check-off authorization shall be in the form as set forth in Appendix B. The Union shall indemnify and save the City 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 City in reliance upon signed authorization cards furnished to the City by the Union or for the purpose of complying with any of the provisions of this Article.

ARTICLE XIX

JURY LEAVE

An employee summoned to jury duty shall be excused from his/her work for the required period necessary to perform this duty. The employee shall be paid 100% of the regular wage while performing jury duty. The employee shall endorse over to the City the compensation which he/she receives from jury duty. An employee who is dismissed from jury service prior to 2 1/2 hours before the end of this employee's workshift shall report to work as soon as possible after he/she is dismissed.

ARTICLE XX

PRECEDENCE OF AGREEMENT

In the event that any portion of this Agreement is found to be in conflict with any Department rules, Department directives or standard operating procedures, the provisions of this Agreement shall take precedence.

ARTICLE XXI

PRINTING OF CONTRACT

Within fifteen (15) days following the signing of this agreement, the City agrees to make this Agreement available on the Internet and will make printed copies available at key areas in the Police Department building. In addition, any employee may print a copy of the Agreement on a Department printer to bear the cost of printing 125 copies of this Agreement for use by the Union membership. The City agrees to distribute said copies within forty five (45) days following the signing of said Agreement.

ARTICLE XXII

FINAL RESOLUTION and DURATION of AGREEMENT

22.1 This Agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior agreements and practices, whether written or oral, unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

22.2 This Agreement shall be effective upon execution except with respect to compensation where the Agreement shall be retroactive to July 1, 2009~~13~~13, except as otherwise provided, and shall remain in effect through June 30, 2013~~4~~4 and from year to year thereafter unless either party notifies the other in writing no later than 150 days prior to termination date or its anniversary that it desires to modify or terminate this Agreement. If such notice of desire to modify is given, the City and the Union agree to meet no later than March 15, 2013~~4~~4 for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1, 2013~~4~~4. The City and the Union likewise agree that this Agreement shall remain in effect pending all negotiations and until it is replaced by a succeeding Agreement.

22.3 Notwithstanding the previous provisions of the Article, if it is determined, in the discretion of the Department Head, that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Department Head, or his designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE XXIII

TERMINATION and LEGALITY

If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty

(30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

| _____ day of _____ 2014 by their duly authorized representatives.

**BURLINGTON POLICE OFFICERS'
ASSOCIATION**

By: _____
David Clements—President, BPOA

John Federico—Past President, BPOA

| _____
Jamie Morris—Vice President, BPOA

Ethan Thibault—Grievance Admin, BPOA

| _____
Matthew White—Secretary, BPOA

CITY OF BURLINGTON

By: _____
Mayor Miro Weinberger, Duly Authorized

Eileen Blackwood, Chief Negotiator

Robert Rusten, Chief Administrative Officer

Michael Schirling, Chief of Police

APPENDIX A

PAY PLAN

BPOA Pay Scale July 1 2013 to December 31 2013

Hour	Week	Year
\$22.81	\$912.40	\$47,444.80
\$23.24	\$929.60	\$48,339.20
\$25.33	\$1,013.20	\$52,686.40
\$25.80	\$1,032.00	\$53,664.00
\$26.27	\$1,050.80	\$54,641.60
\$26.73	\$1,069.20	\$55,598.40
\$27.20	\$1,088.00	\$56,576.00
\$27.61	\$1,104.40	\$57,428.80
\$28.03	\$1,121.20	\$58,302.40
\$28.45	\$1,138.00	\$59,176.00
\$28.87	\$1,154.80	\$60,049.60
\$29.31	\$1,172.40	\$60,964.80
\$29.75	\$1,190.00	\$61,880.00
\$30.19	\$1,207.60	\$62,795.20
\$30.64	\$1,225.60	\$63,731.20

BPOA Pay Scale January 1 2014 to June 30 2014

Hour	Week	Year	
1	\$22.81	\$912.40	\$47,444.80
2	\$23.24	\$929.60	\$48,339.20
3	\$25.33	\$1,013.20	\$52,686.40
4	\$25.80	\$1,032.00	\$53,664.00
5	\$26.27	\$1,050.80	\$54,641.60
6	\$26.73	\$1,069.20	\$55,598.40
7	\$27.20	\$1,088.00	\$56,576.00
8	\$27.61	\$1,104.40	\$57,428.80
9	\$28.03	\$1,121.20	\$58,302.40
1			
0	\$28.45	\$1,138.00	\$59,176.00
1			
1	\$29.19	\$1,167.60	\$60,715.20
1			
2	\$30.07	\$1,202.80	\$62,545.60
1			
3	\$30.67	\$1,226.80	\$63,793.60
1			
4	\$31.28	\$1,251.20	\$65,062.40
1			
5	\$31.91	\$1,276.40	\$66,372.80

APPENDIX B

REQUEST & AUTHORIZATION

re: Dues and Representation

**REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION
FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES AND REQUEST THE
BURLINGTON POLICE OFFICERS' ASSOCIATION TO ACT AS MY EXCLUSIVE
COLLECTIVE BARGAINING AGENT**

Name of Employee (Print – Last Name, First, Middle)

Identification

X) _____

X)

Home Address (Street and Name) (City and State)

Zip

Agency (Include Bureau, Division, Branch or Other Designation)

SECTION A – FOR USE BY EMPLOYEE ORGANIZATION

Name of Employee Organization

Burlington Police Officers' Association, P.O. Box 691, Burlington, VT 05402

I hereby authorize the above-named agency to deduct from my pay each pay period, or the first full pay period each month, the amount that employee organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be a uniform change in its dues structure.

Signature of Employee

Date

X) _____

APPENDIX C
(HELD OPEN)

**APPENDIX D
USB WORK SCHEDULE**

DAYS: 0730-1730				DAYS: 0730-1730			
TEAM A Off: Tue, Wed, Thu				TEAM B Off: Sun, Fri, Sat			
1				1			
2				2			
3				3			
4				4			
5				5			
6				6			
7				7			
8				8			
9				9			
10				10			
SPLIT: 1330-2330				SPLIT: 1330-2330			
TEAM C Off: Mon, Tue, Wed				TEAM D Off: Sun, Fri, Sat			
1				1			
2				2			
3				3			
4				4			
EVENINGS: 1645-0245				EVENINGS: 1645-0245			
TEAM E Off: Tue, Wed, Thu				TEAM F Off: Sun, Mon, Sat			
1				1			
2				2			
3				3			
4				4			
5				5			
6				6			
7				7			
8				8			
9				9			
10				10			
MIDNIGHTS: 2215-0815				MIDNIGHTS: 2215-0815			
TEAM G Off: Mon, Tue, Wed				TEAM H Off: Sun, Fri, Sat			
1				1			
2				2			
3				3			
4				4			
5				5			
6				6			
7				7			

APPENDIX E
EMERGENCY STAFFING USB WORK SCHEDULE

	0	0	0	0	0	0	0			
	SUN	MON	TUES	WED	THURS	FRI	SAT			
			___/___/___	TO	___/___/___					
SHIFT 1-A				<u>0700-1500</u>						
1	W	W	W	W	O	O	W	1		
2	O	O	W	W	W	W	W	2		
SHIFT 1-B				<u>0730-1730</u>						
3	O	W	W	W	W	O	O	3		
4	O	O	W	W	W	W	O	4		
5	O	O	O	W	W	W	W	5		
6	W	O	O	O	W	W	W	6		
7	W	W	O	O	O	W	W	7		
8	W	W	W	O	O	O	W	8		
9	W	W	W	W	O	O	O	9		
SHIFT 1-C										
19	W	W	W	O	O	O	W	10		
11	W	W	O	O	O	W	W	11		
12	O	O	O	W	W	W	W	12		
13	O	O	W	W	W	W	O	13		
14	O	W	W	W	W	O	O	14		
SHIFT 2				<u>1330-2330</u>						
15	W	W	W	O	O	O	W	15		
16	W	W	W	W	O	O	O	16		
17	O	W	W	W	W	O	O	17		
18	O	O	W	W	W	W	O	18		
19	O	O	O	W	W	W	W	19		
20	W	O	O	O	W	W	W	20		
21	W	W	O	O	O	W	W	21		
SHIFT 3-A				<u>1500-2300</u>						
22	W	W	W	W	O	O	W	22		
23	O	O	W	W	W	W	W	23		
SHIFT 3-B				<u>1700-0300</u>						
24	O	W	W	W	W	O	O	24		
25	O	O	W	W	W	W	O	25		
26	O	O	O	W	W	W	W	26		
27	W	O	O	O	W	W	W	27		
28	W	W	O	O	O	W	W	28		
29	W	W	W	O	O	O	W	29		
30	W	W	W	W	O	O	O	30		
SHIFT 3-C										
31	O	W	W	W	W	O	O	31		
32	W	W	O	O	O	W	W	32		
33	W	W	O	O	O	W	W	33		
34	O	O	W	W	W	W	O	34		
35	O	O	W	W	W	W	O	35		
			CANINE HANDLERS SHIFT							
#1	W	W	O	O	O	W	W	#1		
#2	O	O	W	W	W	W	O	#2		
SHIFT 4-A				<u>2200-0800</u>						
36	O	W	W	W	W	O	O	36		

37	O	O	W	W	W	W	O	37
38	O	O	O	W	W	W	W	38
39	W	O	O	O	W	W	W	39
40	W	W	O	O	O	W	W	40
41	W	W	W	O	O	O	W	41
42	W	W	W	W	O	O	O	42
SHIFT 4-B								
43	O	O	W	W	W	W	O	43
44	O	O	O	W	W	W	W	44
45	W	O	O	O	W	W	W	45
46	W	W	O	O	O	W	W	46
SHIFT 4-C								
				<u>2300-0700</u>				
47	W	W	W	W	O	O	W	47
48	O	O	W	W	W	W	W	48

DUTY
CHIEF:

SUPERVISOR: _____

DATE: _____

APPENDIX F

HEALTH INSURANCE PLAN DESCRIPTION

Vermont Freedom Plan

This is the same Blue Cross Blue Shield Plan offered to City Employees in FY00 with the following amendments:

1. In-Network Office Visits: Employees shall make a \$10.00 co-pay for each office visit (to include out-patient mental health and substance abuse counseling). Chiropractic services shall be treated as an office visit subject to the \$10.00 co-pay and shall be subject to pre-approval by BC/BS after the sixth visit.
2. All other In-Network Services: For all other covered services, the Single Person deductible shall be \$200.00 with a \$600.00 out-of-pocket maximum. The Family deductible shall be \$400.00 with a \$1,200.00 out-of-pocket maximum.
3. The Prescription Drug Card Program will include a \$10.00 co-pay for generic, and a \$15.00 co-pay for brand. In addition, the City agrees to make good faith efforts to implement a mail-order drug option.
4. Out-of-Network Services: All out-of-network provider services shall be subject to deductible and coinsurance. No chiropractic services are available. For out-of-network provider services, the Single Person deductible shall be \$300.00 with a \$700.00 out-of-pocket maximum, and the Family deductible shall be \$600.00 with a \$1,400.00 out-of-pocket maximum.

APPENDIX G
(held open)

APPENDIX H
(held open)

APPENDIX I
PEBSCO ACCOUNT

Officer Name	Yrs Service	Total start up	Officer Name	Yrs Service	Total start up
	& Category	'seed' money		& Category	'seed' money
Simpson,Michael	26	\$9750.00	Federico,John	5	\$250.00
Burns,Everett	20	\$7,500.00	Davidson,Scott	5	\$250.00
Marrier,James	17	\$5,950.00	Nails,AlJaray	5	\$250.00
Voorheis,Patrick	17	\$5,950.00	Edwards,Kimberly	5	\$250.00
Muller,James	17	\$5,950.00	Brigham,James	4	\$200.00
Booher,Robert	17	\$5,950.00	Yustin,John	4	\$200.00
Racine,Bruce	17	\$5,950.00	Chapman,Peter	3	\$ 75.00
Labarge,Randall	17	\$5,950.00	Brislin,William	3	\$ 75.00
Wolfe,William	17	\$5,950.00	Graham,Todd	3	\$ 75.00
Burbo,Kimberly	16	\$5,600.00	Radford,Thomas	3	\$ 75.00
Mullins,James	14	\$4,550.00	Cyr,Arthur	2	\$ 50.00
Lilja,Donald	14	\$4,550.00	Bovat,Bruce	2	\$ 50.00
Hardy,Sterling	12	\$3,600.00	Dumas,Stephen	2	\$ 50.00
Vincent,Daniel	12	\$3,600.00	Puro,Mary	1	\$ 25.00
Robinson,Clifford	12	\$3,600.00	Petralia,Paul	1	\$ 25.00
Green,Timothy	12	\$3,600.00	Small,Phillip	1	\$ 25.00
Long,Richard	12	\$3,600.00	Blake,Shannon	1	\$ 25.00
Verro,Michael	11	\$3,300.00	Burke,Shawn	1	\$ 25.00
McManamon,Patrick	11	\$3,300.00	Lopes,Raymond	1	\$ 25.00
Colvin,Frederick	11	\$3,300.00	Niquette,Paula	1	\$ 25.00
Ward,William	11	\$3,300.00			
Toof,Shawn	11	\$3,300.00			
Egan, Stuart	10	\$3,000.00			
Dixon,Steven	10	\$3,000.00			
Haynes,Robert	10	\$3,000.00			
Ahonen,Timothy	10	\$3,000.00			
Doherty,Daniel	10	\$3,300.00			
Lewis,John	10	\$3,300.00			
Scibek,David	10	\$3,300.00			
Charland,Timothy	9	\$1,800.00			
Gedney,David	9	\$1,800.00			
Higbee,Andi	9	\$1,800.00			
Champine,Joseph	9	\$1,800.00			
Baur,Robert	8	\$1,600.00			
Stubbing,Kathleen	8	\$1,600.00			
Jordick,Michael	8	\$1,600.00			
Manor,Shannon	7	\$1,400.00			
Lynch,Christopher	7	\$1,400.00			
Colvin,Jennifer	7	\$1,400.00			
Glynn,Paul	7	\$1,400.00			
Schirling,Michael	5	\$ 250.00			

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