

Agenda Summary

January 24, 2024

Agenda Item No. A-6

Executive Session – Contract (SPOA)

Summary: The Stowe Police Officer's Association has ratified the enclosed contract effective 7/1/24 through 6/30/26. The contract reflects an increase in wages to keep the Town competitive in order to attract and retain officers.

Town Plan Impact: N/A

Fiscal Impact: \$94,466.

Recommendation: Move to approve the Stowe Police Officer Association Agreement.

An Agreement

by and between

the Town of Stowe, Vermont

and

the Stowe Police Officers Association
(New England Police Benevolent Association Local 424)

July 1, 2021-2024 - June 30, 2024-2026

Stowe Police Officers Association
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PREAMBLE

WHEREAS the wellbeing of the employees covered by this Agreement and the efficient economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties; and

WHEREAS the participation of employees in a collective bargaining process should contribute to the effective conduct of the public business and police administration; and

WHEREAS the Town of Stowe (hereinafter "Town") and the Stowe Police Officers' Association (hereinafter "Association") consider themselves mutually responsible for establishing stable and meaningful relations based on this Agreement;

NOW THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

ARTICLE 1 RECOGNITION AND UNIT DESCRIPTION

Section 1: The Town recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all full-time employees in the Stowe Police Department, except the Chief of Police or other employees determined by law. The Town and the Association agree not to discriminate against employees covered by this Agreement based on membership or non-membership in the Association. Use of the term "employee" in this agreement shall refer to employees represented by the Association and covered by this agreement."

ARTICLE II NON-DISCRIMINATION

Section 1: The Town and Association agree not to discriminate in any way against an employee based on race, religion, color, national origin, sex, sexual orientation, gender, gender identity, age, ~~handicap~~ disability or political affiliation, or any other protected classes. Any alleged violation of this paragraph shall be subject to the grievance procedure of this Agreement; however, for such allegations the employee shall individually have the authority to pursue arbitration in order to pursue alternative administrative/legal remedies. In the event that the employee pursues the claim to arbitration, the employee shall sign a waiver provided by the Town stating that the employee is individually waiving his/her right to pursue the claim in any form other than arbitration as provided by this Agreement.

ARTICLE III MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement or otherwise mutually agreed to in writing between the parties, the operation and maintenance of the Police Department and the control, supervision, and direction of departmental staff are vested exclusively in the Town. These rights shall include, but shall not be limited to, the right to plan, direct, and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, materials and equipment; to establish performance standards and evaluation procedures to accomplish the effective, efficient and courteous function of the Police Department; to maintain the efficiency of

the Police Department and its employees; to determine the manning of jobs; to create, revise and eliminate jobs; to provide effective and courteous professional police service; to establish and/or revise and require observance of reasonable rules and regulations; to require participation in in-service training programs of the Town; to formulate or promulgate ordinances or other regulation incident to the management of the Town affecting the public health, safety and welfare; to hire employees; to maintain order; and to suspend, suspend without pay, demote, discipline, and discharge employees for just cause.

Section 2: The foregoing enumeration of the rights of the Town shall not be deemed to exclude other rights of the Town not specifically set forth, the Town retaining all rights not otherwise specifically nullified by this Agreement.

ARTICLE IV EMPLOYEE'S RIGHTS

Section 1: Any employee who is eligible to join the Association shall have the right of free choice to do so or not to do so and shall not be discriminated against because of his/her choice.

Section 2: Checkoff. Upon receipt by the Town of a checkoff authorization in the form set forth in Appendix E of this Agreement, dated and executed by an employee, the Town shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such checkoff authorization, the Association's membership dues for the month in which such deduction is made. The Town will forward the monies so deducted to the Treasurer of the Association not later than the thirtieth (30th) day of the calendar month in which the deduction is made or, in the alternative, and at the request of the Treasurer, may transfer such deductions electronically to the Association's account. The Town shall deduct from an employee's wages the amount of dues, properly established by the Association. If the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of dues to be deducted, the Town shall make no deductions from wages owed the employee for that payroll period and shall so notify the Treasurer.

The Association shall notify the Town of any change in the amount of dues to be deducted from employees, provided that such change shall occur only once per calendar year, with notice of such change provided to the Town between January 1st and June 30th

Notwithstanding the above, all employees who fail to voluntarily authorize the deductions of dues as set for above, shall be required as a condition of employment, beginning on the 30th day following the beginning of such permanent employment, to pay to the Association service charge in an amount not to exceed the Association's regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees. The Association agrees to indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this.

Checkoff Authorization Form. The Town and the Association agree to use the Checkoff Authorization form set forth in Appendix E for purposes of complying with this article.

Section 3: A list of Association Officers or other representatives shall be furnished to the Town immediately after their designation, and the Association shall notify the Town of any changes.

Section 4: One Association Officer shall be granted reasonable time off during working hours without loss of pay or benefit to investigate, process and settle complaints or grievances, provided that s/he shall request and obtain permission from the Chief or his designee; such permission shall not be unreasonably withheld.

Section 5: Duties of the Association Bargaining Committee shall be arranged so that they may attend collective bargaining negotiations without loss of pay.

Section 6: The Town agrees not to discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations, or conferences, for, or on behalf of, the Association or any employee.

ARTICLE V DISCIPLINE

Section 1: It is the responsibility of all employees to observe the policies, rules and regulations necessary for the proper operation of the Department in the town. The town 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 Association 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.

Section 2: The town agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the town shall not increase it for the particular act or misconduct unless new facts or circumstances become known.

Section 3: Whenever an employee is under investigation and subject to interrogation for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- A. The employee will be informed prior to the interview that the employee is a suspect 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 be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officer, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator at any one time.
- C. The employee, 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 interrogation unless waived by the employee. Upon the request of the employee, the 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.
 - E. The employee will be given prior access to any reports 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.
 - F. The interrogation of the employee shall take place during his or her regular scheduled hours of work, unless 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 town to avoid overtime compensation as a result of the interrogation. When an interrogation takes place during an employee's off-duty hours, the employee will be compensated in accordance with Article IX of this Agreement.
 - G. 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 town'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 or the Town.
 - J. 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 interrogated 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.
 - L. The employee and his or her representative and or the town shall be allowed to record the entire interrogation by both audio and or visual means. If audio and or video is used, either party shall furnish upon request a copy of said audio and or video to either party at no cost.
 - M. Interviews shall be conducted with no unreasonable delays. The employee may request and shall be granted a status conference to determine the progress of the investigation. The status conference will be conducted without delay.
 - N. When the investigation is completed, the employee 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 town records the interrogation, a copy of the complete interrogation of the employee, noting all recess periods, shall upon request be furnished to the employee upon its completion. These copies shall be complementary.
 - O. The employee and Association shall be advised in writing of the results of the investigation and any future action to be taken. This notice shall contain the case

number, Charge(s), Finding(s), and what type of disciplinary action if any was taken, including lengths and terms of the discipline.

- P. No employee shall be compelled to take a polygraph during the course of an investigation. Employees may voluntarily take a polygraph upon his/her request.

ARTICLE VI STABILITY OF AGREEMENT

Section 1: No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

Section 2: If any Article or Section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section, the Town and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

ARTICLE VII COMPENSATION

Section 1: Police Department employees covered by this Agreement shall receive compensation based upon the wage classification plan attached as Appendix A to this Agreement.

Section 2: The wage classification schedule shall be adjusted annually at the beginning of each new fiscal year, based on the change in CPI-U Northeast for the year ending October 31st when compared to the previous year ending October 31st. (For example, the schedule shall be adjusted on July 1, 2008, by subtracting the CPI-U Northeast of October 31, 2006, from the CPI-U Northeast of October 31, 2007.) The minimum increase, however, shall be one and one-half percent (1.5%). Effective July 1, 2023, the minimum increase, shall be one and one-half percent (1.5%) and the maximum shall be three percent (3%). All eligible employees (as otherwise set forth in this Agreement) shall immediately thereafter be entitled to a wage increase based on the adjusted wage classification plan as it applies to their specific pay grade and step.

Section 3: The Town Manager may increase an employee's step classification or reclassify an employee's job title and wage grade using its sole discretion, or upon request of the Association for compelling reasons at any time during this Agreement. ~~In recognition of the service of Stowe's Police employees during the COVID Pandemic the Town of Stowe shall provide all active full-time Stowe Police employees that fall under this Agreement a one-time \$500 bonus.~~

Section 4: ~~Effective July 1, 2021, employees shall be eligible to advance one (1) step (but not beyond step 10) upon the completion of a probationary employment period. In addition, all employees shall advance one step (but not beyond step 10) upon the completion of two (2) years of creditable service in a step. Effective July 1, 2022, e~~ Employees shall be eligible to advance one (1) step (but not beyond step 20) upon completion of a probationary employment period. In addition, all employees shall advance one step (but not beyond step 20) upon the completion of one (1) year of creditable service in a step.

Section 5:

~~Effective July 1, 2021, employees promoted to a higher grade position shall be placed in their current step or in a higher step using the wage classification plan (but not beyond step 10). Effective July 1, 2022, employees promoted to a higher grade shall be placed in their current step, except that an officer promoted from Patrol Officer to Senior Patrol Officer shall advance two steps in their current grant grade or in a higher step using the wage classification plan (but not beyond step 20). Promotions and rank progression shall be administered as follows; ~~provided, however, the positions identified herein are not intended to be all-inclusive and the Selectboard reserves the right to establish all positions within the Police Department.~~~~

~~Uncertified Patrol Officer or part-time (Special) Police Officer to Patrol Officer—Upon graduation from the Police Academy with full-time certification by the Vermont Criminal Justice Training Council.~~

Patrol Officer to Senior Patrol Officer - Upon the completion of five {5} years of creditable service as a Stowe Patrol Officer or upon designation as such by the Police Chief, using his/her sole discretion, in recognition of the employee's training, qualifications and demonstration of leadership ability in one or more areas of field training, whichever comes first.

Detective - Upon designation by the Police Chief, and with the approval of the Town Manager in recognition of the employee's training, qualifications and demonstration of investigative ability, provided the employee has been a certified full-time Police Officer for at least three {3} years and a vacancy exist.

Corporal - Upon designation by the Police Chief, and with the approval of the Town Manager, in recognition of the employee's training, qualifications and demonstration of one or more exemplary police skills, provided the employee has been a certified full-time Police Officer for at least five {5} years and a vacancy exist.

Sergeant - Upon designation by the Police Chief, and with the approval of the Town Manager, in recognition of the employee's training, qualifications and demonstration of leadership, supervisory skills, decision-making ability and one or more exemplary police skills, provided the employee has been a certified full-time Police Officer for at least five {5} years and a vacancy exist.

Lieutenant – Upon designation by the Police Chief, and with the approval of the Town Manager, in recognition of the employee's training, qualifications and demonstration of leadership, management, supervisory skills, along with exemplary police skills and demonstrated police practices. Must have been a certified full-time police officer for eight (8) years of which at least three (3) years as a Sergeant or equivalent.

Section 6:

Employees shall not be entitled to receive any step or grade increases, except for cost-of-living adjustments, while on unpaid administrative or disability leave.

Section 7:

The Town shall have the exclusive right to determine a bargaining unit employee's initial step and wage rate, based upon that person's experience and qualifications, provided that

the Town complies with the pay grade and wage classification system applicable to the positions subject to this Agreement as set forth herein.

Section 8: Employees required to work between the hours of 1800 (6:00pm) and 0600 (6:00am) shall be entitled to receive a ~~one dollar (\$1.00)~~ three dollars (\$3.00) hourly wage pay differential for those hours. These differentials will be included as part of base pay for purposes of calculating overtime pay.

Section 9: Employees who have been certified by the Vermont Criminal Justice Training Council as a Field Training Officer [FTO] shall be compensated ~~fifty cent (\$0.50)~~ two dollars (\$2.00) an hour while FTOing employees of the police department under the FTO program. This differential will be included as part of base pay for purposes of calculating overtime pay.

Section 10: An employee appointed by the Chief and approved by the Town Manager to oversee the Department's canine unit shall be compensated one hour per week for time spent on his/her days off feeding and caring for the animal.

Section 11: ~~Effective 7/1/14 employees with 10 years of creditable service to the Town, who have been classified as a Step 10 for at least 2 entire consecutive fiscal years, shall be entitled to a longevity bonus payment of two percent (2%) of their base fiscal earnings. Effective 7/1/22 e~~ Employees who have been classified as a Step 20 for one consecutive fiscal year, shall be entitled to a longevity bonus payment of two (2%) of their base fiscal earnings. The base fiscal earnings are calculated by multiplying the hourly wage rate in effect on June 30th immediately prior to the date of eligibility by the number of hours of scheduled work in the previous fiscal year (2080 for a 40-hour work week, and 2184 hours for employees working patrol schedule). The Town will pay longevity bonus payments in one lump sum in the first pay period of each new fiscal year in which the employee is eligible for such bonus.

ARTICLE VIII HOURS OF WORK

Section 1: The pay period shall consist of fourteen (14) consecutive days, beginning at 0000 hours on Sunday, and ending at 2400 hours the following second Saturday.

Section 2: Normal work schedules shall be as follows:

Uniform patrol - Seven (7) workdays of twelve (12) hours per day.

Detectives - Eight (8) workdays of ten (10) hours per day, or ten (10) workdays of eight (8) hours per day.

Non-sworn personnel - Eight (8) workdays of ten (10) hours per day, or ten (10) workdays of eight (8) hours per day.

Animal Control - Eight (8) workdays of ten (10) hours per day, or ten (10) workdays of eight (8) hours per day.

Notwithstanding the provisions of this section, during the month of March of each year of this agreement, the Town may elect to reopen this agreement for the limited purpose of renegotiating the work schedules set forth herein. Notice of intent to reopen under this provision shall be in writing and sent to the president of the Association within the

aforementioned time periods. To the extent this agreement is reopened as provided herein, the parties agree to thereafter meet and negotiate a work schedule as provided by law.

Section 3: Actual work shifts for employees within each fourteen (14) day pay period, as well as the number of employees assigned to each shift, shall be established by the Town after consultation with the Association, and subject to the provisions of Section 5 herein. Once shifts are established, employees shall be entitled to select shifts based on seniority. Shift selection shall be for ~~six (6)~~ three (3) months, after which new shift selections shall occur. Employees may not select the same shift more than two (2) bid cycles in a row. Bidding for new shift selections shall occur in the months of February, May, August and November ~~and May~~. The schedule will be posted on or before March 1st, June 1st, September 1st and December 1st ~~and June 1st~~. Schedule will take effect on April 1st, and July 1st, October 1st, and January 1st respectively. ~~Supervisors may rotate consistent with past practice.~~

Section 4: Notwithstanding the above shift selection provisions, in the case of an unforeseen absence of an employee that is likely to last for at least thirty (30) calendar days or if an employee needs to be temporarily assigned to a different job classification, the Chief may fill the vacancy by transferring the least senior qualified employee to work the shifts created by such absence or in the case of a temporary classification assignment, the Chief may transfer an employee to such classification. In such instance, the transferred shift assignment shall become the employee's regularly scheduled shift for purposes of overtime and other provisions of this agreement. Such transfer assignment shall be made only after three (3) days written notice to the affected employee and shall continue for so long as the vacancy or the need for the classification assignment exists, or until the end of the existing six-month shift selection period, whichever occurs first.

Section 5: The Town may, upon not less than seventy-two (72) hours written notice to an employee, temporarily change an employee's regularly scheduled shift to any other hours within an employee's regularly scheduled twenty-four (24) hour workday, or to an otherwise unscheduled workday. Employees whose regularly scheduled shift is temporarily, altered shall be entitled to overtime pay for all altered hours worked on a regular scheduled workday or all hours worked on an unscheduled workday. An employee whose regular scheduled shift is temporarily changed with less than seventy-two (72) hours written notice shall be entitled to overtime pay for all hours worked on the altered shift.

Section 6: An employee may be required to work only seven (7) consecutive calendar days without a day of rest except in emergency situations. An emergency situation shall be declared by the Chief or his/her designee or an authorized representative of the Town and, for the purposes of his provision only, shall be defined as being a clear and present danger (including potential danger), supported by specific facts showing potential for great harm to the safety and welfare of the inhabitants of the Town of Stowe or their property, and

the inability of the Police Department to control the given situation without the use of such employees

Section 7: Employees who are designated "on-call" will be compensated at 25% of their regular hourly rate for the time that they remain "on-call." If an employee who is "on-call" is called in to work, he/she shall be paid pursuant to the "call-in" pay Section noted herein and the 25% on-call premium shall be discontinued for the period of time the employee receives call-in pay. This differential will be included as part of base pay for purposes of calculating overtime pay.

Section 8: In the event that employees are required to respond in their official capacities during times other than their regularly assigned tours-of-duty, they are to be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for a minimum of four (4) hours even if their performance is less than four (4) hours. In addition, they shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for each and every hour actually worked beyond the four (4) hours set forth herein.

Section 9: Nothing in this Agreement shall prevent employees, if they so desire, from exchanging shifts, or days off, with the prior approval of the Chief, provided such exchanges do not result in additional overtime costs to the Town. In making any determination as to overtime or other computation, reference shall be made to an employee's scheduled time, not to time he/she may have exchanged. When an employee requests permission of the Chief to "Exchange Time" under this Section, the employee accepting the change will not be entitled to overtime. If the employee refuses to "Exchange Time" with the employee seeking the changes, said employee seeking change may be eligible to take a day of annual leave, as otherwise set forth herein.

Section 10: In the event an attempt is made to fill an open shift, the Chief or his/her designee will first offer the duty to regular full-time employees on the basis of seniority. If no regular full-time employee is willing to accept the duty, the Chief may, at his/her discretion, offer the duty to qualified non-bargaining unit individuals or place a full-time employee "on-call" under the provisions of Section 7 of this Article. Nothing in this Article shall be construed as preventing the Chief or his/her designee from exercising the legitimate rights of management as enumerated in Article III.

ARTICLE IX OVERTIME

Section 1: Overtime shall be paid at the rate of one and one-half the regular rate of pay.

Section 2: Overtime shall be defined as authorized work performed in excess of the regular work shift. (See Article VIII). (Note: Article XVIII, Section 2: Special Events hours shall not be considered for overtime purposes.)

Section 3: Assigned shifts shall not be shortened or changed to avoid payment of overtime.

Section 4: All paid leave, shall be considered as time worked for the purposes of computing overtime.

Section 5: Working overtime must be approved by the Chief or his designee. Advance approval shall be sought for any predictable overtime and, if practical, where more than two (2) hours of overtime are projected at any one time at the end of a shift, and in all other cases whenever practical.

ARTICLE X ADDED RESPONSIBILITY PAY

Section 1: When an employee is appointed Acting Chief, the employee shall receive additional pay equal to 50% of the difference between the employee's base pay and the Chief's base pay. This differential will be included as part of base pay for the purposes of calculating overtime pay. If the employee's travel is restricted while Acting Chief, the on-call provision shall apply.

ARTICLE XI SENIORITY

Section 1: "Seniority" is defined as the length of continuous service which any employee has been employed by the Town of Stowe Police Department starting with the first day of appointment, less any adjustments due to layoffs, approved leaves of absence without pay (unless otherwise agreed by the town) or other breaks in service. In the event that the first date of employment is the same for one or more employees, seniority shall be established by the alphabetic order of the last names of the employees. An employee who is re-employed within ninety (90) days of his/her termination shall have his/her previous seniority reinstated.

ARTICLE XII HOLIDAYS

Section 1 Holidays shall be counted as a twenty-four (24) hour period beginning at 0000 hour ending at 2400 hours on the designated holiday

Section 2 An employee who is regularly scheduled or otherwise required to work on a holiday shall be compensated at a rate equal to one- and one-half times his/her regular hourly rate for all such work, and in addition, shall receive twelve (12) hours of holiday pay at his/her regular hourly rate. This provision shall apply on the days the Town observes the holiday as provided in Appendix C, except that for New Year's Day, Independence Day and Christmas Day, the premium pay provided in this paragraph shall only be for work performed on the actual holiday (i.e., January 1st, July 4th and December 25th).

Section 3 If the holiday falls on an employee's regularly scheduled day off, the employee will receive twelve (12) hours of holiday pay at his/her regular rate.

Section 4 Employees who are regularly scheduled to work on the day the Town observes a holiday and who are in positions determined by the Chief or his/her designee as unnecessary to maintain essential services may be excused from work on holiday leave, which shall be paid at the employee's regularly hourly rate equal to one regularly scheduled shift.

ARTICLE XIII UNIFORMS AND EQUIPMENT

Section 1: The Town shall determine which assignments require the employee to wear a uniform. When the Town determines that it is necessary for an employee to wear a uniform, the Town shall furnish such uniform; this shall include clothing for plainclothes officers. The Town shall also furnish employees with any equipment that the Town determines to be

necessary for the performance of the employee's duties. Said uniforms and equipment shall remain the property of the Town.

Section 2: Each employee shall be responsible for the proper care and maintenance of the uniforms and equipment furnished to him/her and upon termination of his/her employment shall return all uniforms and equipment to the Town in the same condition, reasonable wear and tear excepted. In the event of loss or damage beyond repair of any uniforms or equipment by an employee through his/her gross negligence, s/he shall reimburse the Town for such loss or damage at a sum equal to the replacement cost of that equipment.

Section 3: The Town shall make necessary reasonable replacements of uniforms and equipment due to normal wear and tear. The Chief or his/her or designee, in advance, shall approve or deny such replacements on the basis of the number of prior replacements requested by the employee, the necessity of replacement, the presence or absence of negligence by the employee, and the cost of the item to be replaced.

Section 4: No personal equipment, including automobiles, shall be utilized without the express consent of the Chief of Police or his/her designee. Use of personal firearms on duty shall require the express written consent of the Chief of Police or his/her designee.

Section 5: Each employee issued uniforms shall receive a yearly cleaning reimbursement allowance of \$800.00. Payment in the amount of \$400.00 shall be distributed to each such employee in the months of December and June. If an employee's uniform becomes soiled beyond normal cleaning capabilities, i.e., bodily fluids, hazards materials, it will be cleaned at the Town's expense.

ARTICLE XIV COURT TIME

Section 1: Employees required to be in attendance at Court in connection with their official duties during so-called "off-duty time" shall receive compensation for a minimum of four (4) hours at one and one-half times their regular hourly rate and for each and every hour beyond the first four (4) hours when present in Court. Further, any employee required to be in Court during their "off-duty time" shall immediately notify the Chief or his/her designee.

ARTICLE XV LIABILITY INSURANCE

Section 1: The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all bargaining unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the course and scope of his or her authority or job responsibilities. Such coverage shall include liability for false arrest and shall be provided at no cost to the employees. (Note: The Town shall not pay or reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Selectboard.)

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Scope of Grievance Procedure

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure. This procedure shall be the exclusive procedure for settlement of all grievances.

Section 2: Association Representation, Class Grievances

A grievance may be brought under this procedure by one or more aggrieved employees, with or without an Association representative, or by the Association as a class grievance. Association class grievances shall be initially submitted at Step 1 to the Chief or his/her designee.

Section 3: Time Limitations

The aggrieved employee shall bring the grievance to his/her immediate supervisor at Step 1 below, within fifteen (15) working days of its occurrence, or, if at the time the employee is unaware of the grievance, within fifteen (15) working days of his/her knowledge of its occurrence. Working days shall be defined as when the Town hall is open for regular business hours as it relates to the grievances procedure. A grievance not brought within the time limit or not submitted within the time limits prescribed for every step, thereafter, shall not be considered timely and shall be void. A grievance not responded to within the time limits prescribed by the appropriate management representative at each step shall make the aggrieved employee's grievance valid. The time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved employee, or the Association, in a class grievance; and the appropriate management representative at each step. Nothing shall prevent the aggrieved employee and the Chief from trying to resolve the grievance informally within the 15 working days.

Section 4: Steps

Step 1 The aggrieved employee shall submit a written grievance to the Chief within the prescribed time limits. The written grievance at this step and at all steps, thereafter, shall contain the following information: (1) a statement of the grievance and the facts upon which it is based; (2) the alleged violation of the Agreement; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee. The Chief shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based, (2) an analysis of the alleged violation of the Agreement, (3) the remedy or adjustment, if any, to be made, and (4) the signature of the appropriate management representative.

Step 2 If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Town Manager including the reasons for his/her dissatisfaction with the Chief's decision within five (5) working days following the Chief's written response. The Town Manager shall respond in writing to this grievance within five (5) working days of its receipt.

The requirement in Steps 1 through 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from discussing and resolving the grievance.

Step 3 If the grievance is not resolved at Step 2, the aggrieved employee shall submit a written grievance to the Selectboard within five (5) working days following the Town Manager's written response. The Selectboard shall review the action taken at each preceding step and shall hold a hearing at their next regular meeting. The Selectboard shall respond in writing, with its decision and reasons, to this grievance within fifteen (15) working days after the hearing.

Step 4 If the grievance has not been resolved at Step 3, the Association may refer the dispute to final and binding arbitration. The Association shall notify the Town in writing of submission to arbitration within ten (10) working days after receipt of the Selectboard's written response at Step 3.

Within five (5) working days the Association and the Town shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days of receipt of the list, the Association and the employer shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the Association and the Town.

In lieu of an individual arbitrator or the American Arbitration Association, the parties may mutually agree to appoint an arbitration panel of local citizens. The membership of the panel shall be one individual appointed by the Town, one appointed by the Association, and a third appointed by the other two. A majority decision of the panel shall be the decision of the panel.

The Town and the Association shall share equally the fees and expenses of the arbitrator.

The arbitrator shall agree to render a decision within thirty (30) working days of completion of taking of evidence.

ARTICLE XVII EMPLOYEE BENEFITS

Section 1: Unpaid Administrative Leave

- A. Full-time employees with one (1) year or more of continuous service shall, with prior written approval of the Town Manager, be granted a leave of absence for good cause such as, but not limited to, sickness, health, and compelling or urgent personal reasons, and such leave may be extended for like good cause.
- B. Full-time employees with less than one (1) year's continuous service may be granted a leave for similar reasons for a period not to exceed thirty (30) days with the written approval of the Town Manager. The thirty (30) day limit may be extended in cases of illness.

- C. Employees who are unable to work because of illness or disability unrelated to their employment for the Town of Stowe, may be granted an unpaid administrative leave, after an absence of ten (10) working days or after the expiration of all eligible leave pay as set forth herein, with the written approval of the Selectboard.
- D. Employees shall receive no wages while on unpaid administrative leave (except as required by the Vermont Parental and Family Leave Act) but may be eligible to continue receiving all other benefits set forth herein in accordance with the applicable provisions of the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act. The Selectboard may, using its sole discretion, allow an employee on unpaid administrative leave to continue receiving employee benefits not otherwise required by law, at the employee's expense.
- E. Upon the employee's authorized return to work, he/she shall be entitled to reinstatement to the position held just prior to the administrative leave at the applicable wage rate as set forth herein, to include any increases that may have become effective during the leave.
- F. Employees accepting full-time employment elsewhere while on unpaid administrative leave shall be terminated from employment by the Town, unless said full-time employment is approved ahead of time by the Selectboard.

Section 2: Workers' Compensation and Disability Leave

- A. Workers' compensation issues shall be administered in accordance with the provisions of 21 VSA Chapter 9 and any applicable state laws or regulations promulgated thereto.
- B. In addition to the benefits provided by 21 V.S.A Chapter 9, the Town shall pay an employee who is receiving workers' compensation benefits the difference between his/her straight time base wage (up to a maximum of 84 hours per bi-weekly pay period) and the workers' compensation benefits paid to the employee by the Town's workers' compensation insurance carrier (not including mileage or medical reimbursements). This payment in excess of the employees' workers' compensation benefit shall be paid by the Town for a maximum period of one (1) year from the original date of the employee's injury, provided the employee reports the injury to the Police Chief or his/her designee within forty-eight (48) hours of the occurrence of the injury. The employee shall continue to be eligible for all benefits as set forth in this Agreement during this one-year period. Federal and state withholdings shall be applied to the Town's contributions. Other required withholdings, such as for health insurance, mandatory childcare payments, etc., shall also be deducted from the Town's payments. This extra payment shall not be renewed beyond the original one (1) year maximum payment period in the event a qualified physician determines the injury is a recurrence or the result of a relapse of the original injury. Compensation (wages and leave pay) paid by the Town to the injured employee during the disability leave period shall be considered creditable service.
- C. The extra payment noted in XVII, Sec. 2B shall not apply when the employees' workplace injury:

- (i) occurs while in the employ of someone other than the Town;
 - (ii) is the result the employee’s own gross negligence or horseplay;
 - (iii) is a condition that existed prior to being employed by the Town.
- D. Employees shall not be entitled to accrue annual leave or accrue sick time while out of work on workers’ compensation, disability or unpaid administrative leave.

Section 3: Annual Leave

- A. The Town shall provide full-time employees with compensated annual leave to be used as paid time off for vacation, illness, personal, emergency or bereavement reasons, upon authorization by the Police Chief or his/her designee who shall not be unreasonably denied. Annual leave shall accrue monthly on their anniversary date.

Annual leave for existing employees hired prior to 7/1/14 shall be accrued monthly on their anniversary date to the following maximums:

Start of year 1 through end of year 3 - 12.6 hours per month – not to exceed 151.2 hours per year
 Start of year 4 through end of year 7 - 18.6 hours per month – not to exceed 223.2 hours per year
 Start of year 8 through end of year 11 - 22.2 hours per month – not to exceed 266.4 hours per year
 Start of year 12 through end of career - 25.2 hours per month – not to exceed 302.4 hours per year

For purposes of annual leave accrual, only employees who are hired by the Town of Stowe on or after 7/1/14 shall be given credit for their years of service as a certified law enforcement officer; and on their date of hire shall be provided their first year’s accrual on a lump sum basis with the understanding it cannot be sold back during their first year of employment – under ARTICLE XVII, Section 10 A, unless it is part of their benefits upon separation of employment the employee shall be entitled to the amount they would have normally accrued on a month-to-month basis minus any time they used during their period of employment. Starting their second year of employment and for each year thereafter, at the anniversary of employment, such employees shall accrue the following leave, on a monthly basis:

Up to 3 years of employment – 10.5 hours per month – not to exceed 126 hours per year;
 Year 4 through end of year 6 – 14 hours per month – not to exceed 168 hours per year;
 Year 7 through end of year 9 – 17.5 hours per month – not to exceed 210 hours per year; and
 Year 10 and for each year thereafter, 21 hours per month – not to exceed 252 hours per year.

- B. Unused annual leave may be accumulated up to a maximum of 800 hours as of their anniversary date for all employees hired on or after July 1, 2014. Existing employees hired before July 1, 2014, may accrue a maximum annual leave balance as of their anniversary date in each of the following contract years:

FY	2015	1276.8
FY	2016	1217.6
FY	2017	1158.4

FY	2018	1099.2
FY	2019	1040.0

All Employees may accrue current year annual leave in excess of these maximums, but must use any such leave so that they are at or below their maximum leave amount at their anniversary date that falls in each fiscal year. If an employee is not at or below their maximum leave amount at their anniversary date in any given year, that employee shall not accrue any additional annual leave in that year until such time as the employee is at or below their maximum leave amount. When the employee's leave accumulation for that year returns to at or below their maximum, accrual of new leave for that year will then begin from that date forward.

- C. Employees shall request leave time off from the Police Chief as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the case of unforeseen bereavement or emergencies (as defined in Sections 3, E & F) in which case employees shall notify the Police Chief prior to the start of the workday or as soon thereafter as reasonably practicable. Leave used for personal reasons shall be requested at least 72 hours in advance but may be granted with less notice at the sole discretion of the Chief. Leave approval shall be granted on a first-come, first-served priority, but in the event of a conflict, seniority shall be given preference for up to 30 days prior to the leave time being used. Once approved, unless revoked due to seniority, employees may be asked to voluntarily report to work (under call-in pay provisions) in the event of an unforeseen emergency if they are available.
- E. Bereavement Leave shall be granted for a death in the immediate family, which shall consist of grandfather, grandmother, mother, father, brother, sister, aunt, uncle, nephew, niece, son, daughter, grandchild, spouse, civil union partner and in-laws, to include all such relatives by virtue of blood, marriage, adoption or legal guardianship.
- F. Emergency Leave shall be granted for sickness or injury of a member of the employee's immediate family and at the Chief's or his/her designee discretion for undefined but clearly emergency situations.
- G. Employees may, at any time upon two week's written notice submitted to the Police Chief, utilize accumulated leave time as a cash benefit (treated as wages) at a buy-out rate of sixty-five percent (65%) up to a maximum of 236 hours per year provided the employee has used at least eighty (80) hours of paid leave as time-off from work within the previous twelve (12) months. (For example: an employee may cash in 80 hours of leave time and be paid for 52 hours.

Section 4: Sick Time

- A. The Town shall provide regular full-time employees hired on or after 7/1/14 with paid time off to be used specifically and only as sick leave. While employees are encouraged to make medical appointments outside of their normal working hours; sick leave may be used for medical appointments of employees, or their family members as approved by the Chief provided there is adequate coverage without the Town incurring overtime. Sick

leave may also be used to cover any time not covered by workers compensation or disability including waiting periods for eligibility if an employee is ultimately determined to be eligible. In addition, sick leave may be used at the employee's discretion, as a substitute for unpaid time off under Family Medical Leave or the Vermont Parental and Family Leave Act (collectively known "FMLA."). For all employees hired on or after 7/1/14, sick time shall begin to accrue on their date of hire at the rate of 7 hours per month, not to exceed 84 hours per year. Employees hired prior to 7/1/14 shall not be entitled to accrue sick leave.

- B. The maximum accrual of time in an employee's sick bank may not exceed 480 hours as of each anniversary date of employment.
- C. The Town reserves the right to require employees to provide a doctor's note at the Town's expense to verify any instances of leave in excess of forty (40) hours per calendar month whenever such leave has not been approved at least seventy-two (72) hours in advance or if the Chief suspect's abuse.

Section 5: Compensatory Time

- A. Upon approval of the Police Chief or his/her designee (which shall not be unreasonably denied) employees may accrue and utilize compensatory leave time in lieu of overtime pay, subject to the following conditions:
 - (1) Comp time shall be earned at a rate of 1.5 hours for every hour actually worked in excess of the normal work shift.
 - (2) The maximum amount of comp time to be accrued shall not exceed one hundred twenty (120) hours.
 - (3) The use of comp time leave shall be considered creditable service and shall count as hours actually worked for calculating overtime pay eligibility.
 - (4) Upon employment separation, employees shall be entitled to payment in full at the employee's then existing regular rates for all accumulated comp time.

Section 6: Insurances

- A. ~~For all employees hired on or after March 1, 2021, h~~Health insurance shall be provide as set forth in this section, beginning on the first day of the month following that employee's date of hire. On that date, the Town shall provide regular full-time employees with a choice between two medical insurance plans as follows: (i) Blue Cross/Blue Shield's Vermont Freedom Plan Option 1; or Blue Cross/Blue Shield's ~~Vermont Health Partnership HMO-Exclusive Provider Organization (EPO) Plan (0/10 co-pay option)~~ and Blue Cross/Blue Shield Vision Rider. Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall contribute ninety percent (90%) of the premiums for the ~~Vermont Health Partnership-Exclusive Provider Organization~~

~~(EPO) Plan. Effective July 1, 2021, the Town shall contribute ninety five percent (95%) of the premiums for the Vermont Freedom Plan. Effective July 1, 2022, the Town shall contribute ninety three (93%) of the premiums for the Vermont Freedom Plan. Effective July 1, 2023 the Town shall contribute ninety two percent (92%) of the premiums for the Vermont Freedom Plan.~~ Effective July 1, 2024 the Town shall contribute ninety-one percent (91%) of the Vermont Freedom Plan. Effective July 1, 2025, the Town shall contribute ninety percent of the premiums for the Vermont Freedom Plan. Employees shall be allowed to contribute to their costs of such plans on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions shall be calculated in twenty-six (26) bi-weekly increments for the period January through December and made through payroll deductions. The Town shall make available, a representative from Blue Cross Blue Shield at least once a year at the Town Office, for the purpose of discussing with employee's medical plan benefits and services.

In the event the insurance plans being offered are no longer available to the Town, the Town reserves the right to substitute any other equivalent or better plan as may be available. If the Town is not able to do so due to regulatory changes, such as a single payer health care system, the contract shall be reopened for the purpose of negotiating the effects of the changes as it pertains to Section 6 A.

- B. Full-time employees who “opt-out” of medical insurance coverage shall be eligible to receive a stipend equal to fifty percent (50%) of the premium for a single person ~~Vermont health Partnership-Exclusive Provider Organization (EPO)~~ Plan beginning upon the first day of the month following a complete calendar month without subscribing to the Town's health insurance. Payment of the stipend will be divided by the number of paychecks in a calendar year and equal installments shall be included in the employee's bi-weekly paycheck. The employee will annually be required to provide the HR Coordinator with proof of insurance coverage elsewhere, if he or she takes advantage of this benefit. The Town agrees to reimburse employees or their dependents that haven't opted out of insurance \$25.00 annual per calendar year in connection with the purchase of contact lenses and \$10 annually per calendar year in connection with the purchase of prescription glasses upon submission of a receipt to the Finance Department.
- C. ~~For all full time employees hired on or after March 1, 2021, d~~Dental insurance shall be provided as set forth in this section, beginning on the first day of the month following that employee's date of hire. On that date, the Town shall provide full-time employees with a Northeast Delta Dental Plan #2 with an Orthodontic Rider (Coverage D-A). Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. Employees shall be required to contribute to the cost of such plans through an IRS approved Article 125 (pre-tax plan) by paying five percent (5%) of the premiums. Employee contributions shall be calculated in twenty-six (26) bi-weekly increments for the period January through December and made through payroll deductions.
- D. In the event an employee's weekly paycheck is not sufficient to make that employee's insurance contribution for any reason, the employee shall make arrangements to pay the balance within seven (7) days of the payment shortfall. Otherwise, the Town shall

automatically deduct the amount due from the next paycheck, or if that amount is not sufficient, the employee shall be removed from the Town's coverage.

- E. The Town shall provide full-time employees with a term life insurance policy having a face value of fifty thousand dollars (\$50,000.00), with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The Town shall pay the entire cost of these premiums. It is understood that Life/ADD insurance disbursements shall be made in accordance with the provider's rules.
- F. The Town shall provide full-time employees with a long-term disability insurance policy that pays sixty percent (60%) of the employee's monthly pay, up to five thousand dollars (\$5,000.00) per month, after one hundred eighty (180) consecutive calendar days of disability, up to age sixty-five (65). The Town shall pay the entire cost of these premiums. (Employees determined to be eligible for long-term disability insurance shall be considered to be on an unpaid administrative leave up until one year after the disability began or six months after LTD eligibility, whichever comes first. During this period, the Town shall reinstate the employee upon medical clearance to return to work. Thereafter, the Town may reinstate the employee if a position is available, otherwise the Town shall discharge the employee.) It is understood that LTD insurance disbursements shall be made in accordance with the provider's rules.
- G. The Town shall provide full-time employees with a short-term disability insurance policy that pays sixty-six and two-thirds percent (66 2/3%) of the employee's weekly pay, up to six hundred fifty dollars (\$650.00) per week, after fifteen (15) consecutive calendar days of disability, for up to twenty-six (26) weeks. The Town shall pay the entire cost of these premiums. (Employees determined to be eligible for short-term disability insurance shall be considered to be on an unpaid administrative leave up until one year after the disability began or one year after STD eligibility or six months after LTD eligibility, whichever comes first. During this period, the Town shall reinstate the employee upon medical clearance to return to work. Thereafter, the Town may reinstate the employee if a position is available, otherwise the Town shall discharge the employee.) It is understood that STD insurance disbursements shall be made in accordance with the provider's rules.
- H. In the event the insurance plans being offered are no longer available to the Town, the Town reserves the right to substitute any other equivalent or better plan as may be available.

Section 7: Retirement

- A. All employees who are sworn officers as defined in Chapter 55 of 24 VSA shall participate in the Vermont Municipal Employee Retirement System Fund Plan D. All others shall participate in Plan C.
- B. Employees who have been heretofore participating in the Vermont Municipal Employee Retirement System (VMERS) shall continue to do so in accordance with the existing

program rules. The Town will contribute up to ten-point six percent (10.6%) towards the combined employee and employer contributions and employees shall pay the difference (if any) through payroll deductions. Any employee who so chooses, may roll-over any existing Stowe Retirement Plan funds into VMERS in accordance with state and federal regulations.

- C. In addition to the retirement options identified in Paragraphs A and B above, the Town shall also make payroll deductions for any employee that voluntarily contributes to an Article 457 Deferred Compensation Plan in accordance with IRS regulations. The Town shall provide for bi-weekly payroll deductions and pay employee authorized contributions on a monthly basis (at no charge to the employee) to any IRS recognized Article 457 provider selected by the employee. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law.
- D. Upon the retirement of any employee with twenty (20) years or more of creditable service to the Town, the Town shall make available its health and dental insurance programs to the employee, the employee's spouse, and any minor dependents, at the expense of the subscriber, for as long as the employee or the employee's spouse shall live. Any employee that retires with less than twenty (20) years of creditable service shall be eligible to participate in the Town's medical insurance program in accordance with the applicable provisions of COBRA. Payment of premiums must be received by the Town Accounting Department by the 15th of the month prior to the month of coverage; otherwise, the employee shall be dropped from the plan.

Section 8: Employee Development and Training

The Town recognizes that one of its most important assets are the municipal employees. In order to maintain a well-trained and properly functioning staff, all employees shall participate in an annual development and training program conducted by the employee's immediate supervisor consisting of an annual performance appraisal and recommended training/skill improvement, if any needed, for the coming year. Any training in which an employee participates must be consistent with the agreed upon development and training program.

The Town may, at its sole discretion, pay for employee development and training. This may include reimbursement for college-level course work related to the employee's development and training program.

Newly hired employees who complete officer certification at the Police Academy, while under the Town's employment shall refund to the Town \$5,000 if they leave the Stowe Police Department to pursue their law enforcement career elsewhere within two (2) years of being hired by the Town.

Section 9: Health Club Voucher

Upon proof of payment submitted to the Chief or his/her designee, The Town shall reimburse each employee up to \$200.00 per fiscal year toward the cost of a membership for any wellness program of the employee's choice.

Employees and their spouse/civil union partner and/or children shall be eligible for a fifty percent (50%) reduction in fees to participate in programs of the Stowe Parks & Recreation Departments. This shall not include activities of the Stowe Parks & Recreation Departments that require an admission cost or fee to a third party.

Section 10: Benefits Upon Separation

- A. For employees hired prior to 7/1/14 upon employment separation from the Town, employees shall be entitled to receive one hundred percent (100%) of their accumulated leave benefits, up to the maximum accrual amount of annual leave applicable to each such employee (See Article XVII, Section 3) in the fiscal year of separation. For employees hired on or after 7/1/14, upon employment separation from the Town, those employees shall be entitled to receive one hundred percent (100%) of their accumulated annual leave benefits, up to a maximum of 800 hours, except as noted in Paragraph C below. Accruals above the maximum that may have been accrued in-between their anniversary dates may be sold back at 75% (for employees hired prior to 7/1/14) and 65% (for employees hired after 7/1/14) in accordance with Art. 17, Section 3G.
- B. Employees who resign with less than two week's written notice shall be entitled to receive only fifty percent (50%) of their accumulated annual leave pay up to the maximum amount available to them in the year of their separation.
- C. Any accrued sick time (as set forth in Article XVII, Section 4) is not compensable upon separation from employment.
- D. Except as noted in Article XVII Sections 6E & 10H insurance benefits at Town expense shall cease as of the last day of the month on which the employee stopped working. Thereafter continued coverage shall be in accordance with COBRA regulations.
- E. The Town reserves the right to place employees on a paid administrative leave in conjunction with a pending separation, whether voluntary or otherwise, during which period the employee shall continue to be eligible for all benefits as provided herein.
- F. Except as otherwise specifically noted in this Agreement, the Town reserves the right to credit re-hired employees with previously earned creditable service, or portions thereof.
- G. In the event of the death of an employee, his or her designated beneficiary (or spouse or estate) shall be entitled to receive payment for unpaid wages and one hundred percent (100%) of accrued annual leave time up to the maximum amount of accrued annual leave available to each such employee in the year of his or her death.
- H. In the event of a line of duty death, the employee's spouse and dependent minors shall continue to be eligible for health and dental insurance policies at 100% Town expense for a maximum of one year from the date of the employee's death.

ARTICLE XVIII MISCELLANEOUS

Section 1: Administrative Time

- A. The Chief or his/her designee may require the employee to attend staff meetings and/or training sessions outside of the employee's regular shift. When such meetings/training sessions begin within one hour before or after the beginning or end of an employee's regular shift, the employee will be paid at one and one-half (1 ½) times his/her regular hourly rate for the actual duration of the meeting. If such meeting/training begins more than one hour before or after the employee's regular shift, the call-in provision of Article VIII, Section 8 shall apply.
- B. All training at the Police Academy or at any other location shall be included as work time for the purposes of computing overtime as set forth in this Agreement.
- C. The Police Chief or his/her designee may, at his/her sole discretion, place an employee on paid administrative leave, during which time the employee shall continue to receive all wages and benefits as set forth herein (in accordance with the employee's normal work schedule) for any of the following reasons;
 - 1. Pending internal investigations of allegations
 - 2. Health and safety reasons.
 - 3. Extended work hours where the employee has worked for the police department longer than his/her normal shift and would be too exhausted to report duty for next regularly scheduled shift immediately following.
- D. Employees of the police department may annually voluntarily participate in a physical fitness testing program. The Police Chief, at chief's discretion, shall administer the program deciding on areas of testing and the frequency of the testing. Any employee that meets his/her minimum standards of the percentile requirements developed by the Cooper Institute shall either receive four [4] hours of overtime pay or an administrative day off. The employee that is first in each area of testing and exceeds the minimum standards developed by the Cooper Institute shall either receive eight [8] hours of overtime pay or extra administrative days off. The choice is at the employee's discretion.

Section 2: Special Events

No employee shall engage his personal services to a party or other person for security services, traffic control or crowd control or other duties associated with same except as provided in this article. In the event such party or persons desires such services, such requests shall only be made to the Chief or his/her designee, and sums to be paid by a private party or person shall be paid directly to the Town. Employees selected to perform such duty shall be on a volunteer basis only. All full-time officers shall have first priority for all special events on the basis of seniority for a period up until ninety-six (96) hours prior to the commencement of the special event. Once an employee signs up for a special event, he/she shall seek his/her own replacement if he/she desires to relieve themselves from the event. An employee performing such duty shall be paid for a minimum of four (4) hours at an hourly rate of sixty dollars (\$60) or one and one-half (1½) times the officer's regular hourly rate ~~or the Special Event rate as set by the Town~~, whichever is greater. If the scheduled duty is cancelled, notice of cancellation must be given to the employee at least twenty-four (24) hours in advance of the scheduled starting time of the

event; otherwise, the employee will be paid for a minimum of four (4) hours. The time spent for performing such duties shall not be used for computing overtime under this Agreement.

Section 3: Personnel Reductions and Rehiring

- A. In the event that the Town, through its proper agents, decides to reduce the number of full-time, fully certified police officers of the Department, the police officer with the least seniority shall be laid off first, and the laid-off police officer with the most seniority shall be rehired first to fill a vacancy within one (1) year from the time that the police officer was laid off. No new personnel shall be hired until all laid-off police officers have been given an opportunity to work within the one (1) year time limit as noted above.
- B. In the event that the Town, through its proper agents, decides to reduce the number of any other department employees, that employee with the least seniority shall be laid off first, and that laid-off employee with the most seniority shall be rehired first to fill a vacancy within one (1) year from the time that the non-officer employee was laid off. No new personnel shall be hired until all laid-off non-officer employees have been given an opportunity to work within the one (1) year time limit as noted above.

Section 4: Manual of Procedures

- A. The Policies and Procedures of the Department as well as the Rules and Regulations adopted by the Chief shall be in full force and effect, except as amended and modified by this Agreement. In the event of conflict between the manual and this Agreement, the provisions of the Agreement shall apply.
- B. Copies of the manual and all orders of the Department shall be given to all members of the bargaining unit.

Section 5: Definitions

- A. Police Chief shall refer to the person appointed by the Town Manager as the Chief of Police.
- B. Full-time employee shall mean a person who works, or is scheduled to work, a normal work schedule (See Article VIII, Section 2) provided that such person has been appointed as a full-time employee by the Town Manager.
- C. Vacancy shall mean a position within the Police Department is available for someone to be appointed by the Town Manager.

Section 6: Probationary Period

Probationary period shall mean the time frame during which a new employee or a previous employee who is rehired after termination for any reason or an employee who is promoted to a new position is being evaluated by the Town to determine if he/she is suitable for the position hired. During this time period of twelve (12) months the

probationary employee shall not be entitled to a “just cause” standard for discharge or for demotion to his/her previous position nor shall he/she be entitled to any grievance proceedings relating thereto.

ARTICLE XIX DATE OF AGREEMENT

Section 1: This Agreement shall be effective as of July 1, ~~2021-2024~~, and shall remain in full force and effect until June 30, ~~-2024-2026~~, and thereafter from year to year until terminated. It may be terminated at the end of a contractual year by notice in writing by one party, served no later than one hundred eighty (180) days prior thereto, upon the other party.

Section 2: Upon service of notice in section one, negotiations shall begin between the parties hereto to decide on rates of pay, hours of work or other changes in the terms of this Agreement which the parties shall consider desirable. This Agreement may be modified or changed only by mutual agreement in writing by both parties.

IN WITNESS WHEREOF, this Agreement is approved, adopted and entered into by the parties hereto.

Town of Stowe

Stowe Police Officers Association

Date

Date

Witness

Witness

**APPENDIX A - WAGE CLASSIFICATION PLAN—~~POLICE ASSOCIATION~~
EMPLOYEES**

GRADES

~~1 SECRETARY~~

~~2 DATA ENTRY CLERK~~

~~3 ADMINISTRATIVE ASSISTANT~~

~~4 UNCERTIFIED PATROL OFFICER, TECHNOLOGY OFFICER, DISPATCHER~~

5 ~~EXECUTIVE ASSISTANT~~ ADMINISTRATIVE OFFICER

~~6 PATROL OFFICER~~

7 PATROL OFFICER/SENIOR PATROL OFFICER

8 DETECTIVE

9 CORPORAL

10 SERGEANT

~~11~~ 12 LIEUTENANT

APPENDIX B - Police Department Wage Schedule Step 10 FY 22, effective 7/1/2021 2024

TOWN OF STOWE
POLICE DEPARTMENT WAGE SCHEDULE FY 25 BUDGET
2.7% Increase per Police Agreement C.O.L.A. - using 10/15 CPI published 11/15/23
APPENDIX B

INCREMENT CHANGE:	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
PAY GRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
1	16.96	17.30	17.65	18.00	18.36	18.73	19.10	19.48	19.87	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.29	23.75	24.23	24.71
2	19.55	19.94	20.34	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84	24.31	24.80	25.29	25.80	26.32	26.84	27.38	27.93	28.49
3	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79	25.28	25.79	26.30	26.83	27.37	27.91	28.47	29.04	29.62	30.21	30.82	31.44
4	24.95	25.45	25.96	26.48	27.01	27.55	28.10	28.66	29.24	29.82	30.42	31.03	31.65	32.28	32.93	33.58	34.26	34.94	35.64	36.35
5	26.22	26.74	27.28	27.82	28.38	28.94	29.52	30.11	30.72	31.33	31.96	32.60	33.25	33.91	34.59	35.28	35.99	36.71	37.44	38.20
6	27.53	28.08	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91	33.56	34.23	34.92	35.62	36.33	37.06	37.80	38.55	39.32	40.11
7	28.88	29.46	30.05	30.65	31.26	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.36	38.11	38.87	39.65	40.44	41.25	42.08
8	30.38	30.98	31.60	32.23	32.88	33.54	34.21	34.89	35.59	36.30	37.03	37.77	38.52	39.29	40.08	40.88	41.70	42.53	43.38	44.25
9	31.86	32.49	33.14	33.81	34.48	35.17	35.87	36.59	37.32	38.07	38.83	39.61	40.40	41.21	42.03	42.87	43.73	44.61	45.50	46.41
10	33.43	34.10	34.79	35.48	36.19	36.91	37.65	38.41	39.17	39.96	40.76	41.57	42.40	43.25	44.12	45.00	45.90	46.82	47.75	48.71
11	35.11	35.81	36.53	37.26	38.01	38.77	39.54	40.33	41.14	41.96	42.80	43.66	44.53	45.42	46.33	47.25	48.20	49.16	50.15	51.15
12	36.87	37.60	38.36	39.12	39.91	40.70	41.52	42.35	43.19	44.06	44.94	45.84	46.76	47.69	48.64	49.62	50.61	51.62	52.65	53.71

WAGE CLASSIFICATION PLAN - POLICE ASSOCIATION EMPLOYEES

GRADES

- 1
- 2
- 3
- 4
- 5 ADMINISTRATIVE OFFICER
- 6
- 7 PATROL OFFICER & SENIOR PATROL OFFICER
- 8 DETECTIVE
- 9 CORPORAL
- 10 SERGEANT
- 11
- 12 LIEUTENANT

Title	Name	Current Grade Step	Grade Step @ 7/1/24	Hourly Rate	Hourly Rate Proposed @ 7/1/24	Longevity Bonus Addition	\$ Difference	% Difference
				FY 2024	FY 2025			
Patrol Officer - Academy	KRAUSE ZACHARY L.	4-8	7-6	\$ 27.12	\$ 31.89		4.77	17.6%
Patrol Officer - Academy	New Patrol Officer 2	4-2	7-3	\$ 24.08	\$ 30.05		5.96	24.8%
Patrol Officer - Academy	New Patrol Officer 3	4-2	7-3	\$ 24.08	\$ 30.05		5.96	24.8%
Administrative Officer	TABOR DARRON L.	5-20	5-20	\$ 36.14	\$ 38.20	\$ 0.04	2.10	5.8%
Patrol Officer	NICHOLS ERIN A.	6-4	7-6	\$ 27.64	\$ 31.89		4.25	15.4%
Patrol Officer	DALEY SYLVIE A.	6-6	7-7	\$ 28.75	\$ 32.53		3.77	13.1%
Senior Patrol Officer	MAZZILLI ANTHONY J.	7-15	7-16	\$ 36.05	\$ 38.87		2.82	7.8%
Detective	WIERZBICKI DANIEL S.	8-11	8-12	\$ 35.03	\$ 37.77		2.74	7.8%
Corporal	PRAY DUSTIN L.	9-14	9-15	\$ 38.99	\$ 42.03		3.05	7.8%
Corporal	TRUCOTT ROBERT L.	9-14	9-15	\$ 38.99	\$ 42.03		3.05	7.8%
Sergeant	O'STEEN BROOKE	10-17	10-18	\$ 43.43	\$ 46.82		3.39	7.8%
Sergeant	ROGERS CHRISTOPHER B.	10-20	10-20	\$ 46.09	\$ 48.71	\$ 0.05	2.68	5.8%
Lieutenant/Detective	WHITCOMB FREDERICK G.	11-20	12-20	\$ 48.40	\$ 53.71	\$ 0.11	5.42	11.2%

APPENDIX C - EMPLOYEE HOLIDAY LEAVE

Independence Day

Labor Day

~~Columbus Day~~ Indigenous Peoples Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Juneteenth

Holidays in each fiscal year to be as approved by the Selectboard.

APPENDIX D - SENIORITY BY NAME

EMPLOYEE NAME	START DATE	07-01-21 <u>07-01-2024</u> CREDITABLE SERVICE
ROGERS, CHRISTOPHER	05/12/1997	27 YEARS
WHITCOMB, FREDERICK	10/25/1999	24 YEARS
MAZZILLI, ANTHONY	01/26/2018	6 YEARS
FUDALA, MATTHEW	01/31/2018	3 YEARS
O'STEEN BROOKE	11/17/2019	4 YEARS
CAVARRETTA, BENJAMIN	10/21/2019	2 YEARS
PRAY, DUSTIN	09/30/2020	3 YEARS
TRUCOTT, ROBERT	03/09/2021	3 YEARS
DALEY, SYLVIE	12/05/2021	2 YEARS
JENNESS, DONALD	08/01/2021	0 YEAR
NICHOLS, ERIN	01/01/2023	1 YEAR
WIERZBICKI, DANIEL	09/03/2023	0 YEARS

~~DISPATCH/CIVILIAN~~ LEVEL II CERTIFIED PERSONAL

TABOR, DARRON	09/19/1993	30 YEARS
KRAUSE, ZACHARY	12/17/2023	0 YEARS

