

AN AGREEMENT BETWEEN THE
TOWN OF MANCHESTER, VERMONT
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO LOCAL 490,
MANCHESTER POLICE CHAPTER

JULY 1, 2012 – JUNE 30, 2016

TABLE OF CONTENTS

	<u>PAGE</u>
<u>Article I General Provisions</u>	
Section 101 – Recognition Clause	4
Section 102 – Savings Clause	4
Section 103 – Complete Agreement	4
Section 104 – Duration of Agreement	5
Section 105 – Union Bulletin Board	5
Section 106 – Distribution of Agreement	5
Section 107 – Non-Discrimination Clause	5
<u>Article II Management Rights</u>	
Section 201 – Management Rights	6
<u>Article III Union Rights and Obligations</u>	
Section 301 – No Strike Clause	7
Section 302 – Visitation	7
Section 303 – Union Security	7
Section 304 – Payroll Deductions	8
<u>Article IV Seniority</u>	
Section 401 – Definition	9
Section 402 – Layoff	9
Section 403 – Recall	9
<u>Article V Working Conditions</u>	
Section 501 – Workday and Schedule	10
Section 502 – Use of Personal Vehicles	10
Section 503 – Uniforms and Equipment	10
Section 504 – Training	11
<u>Article VI Compensation</u>	
Section 601 – Cost of Living Adjustments	12
Section 602 – Promotion within Rank	12
Section 602A – Rank: Dispatcher	13
Section 602B – Rank: Patrol Officer	16
Section 602C – Rank: Corporal	18
Section 602D – Rank: Sergeant	20
Section 603 – Overtime Pay	21
Section 604 – Overtime Scheduling	22
Section 605 – Call-In Compensation	22
Section 605A – On-Call Status and Compensation	22
Section 606 – Holiday Compensation	22
Section 607 – Longevity	23
Section 608 – Physical Fitness and Bonus	23

TABLE OF CONTENTS (Continued)

Section 609 – Education	24
Section 610 – Performance Bonus and Evaluations	24
 <u>Article VII Fringe Benefits</u>	
Section 701 – Vacation	30
Section 701A – Compensation Time	30
Section 702 – Holidays	31
Section 703 – 125 Plan	31
Section 704 – Medical Insurance	32
Section 705 – Vision Plan	32
Section 706 – Dental Insurance	32
Section 707 – Life and Disability Insurance	33
Section 708 – Pension	33
Section 709 – Worker's Compensation	33
Section 710 – Sick Leave	33
Section 711 – Military Leave	35
Section 712 – Bereavement Leave	35
Section 713 – Civil Duty and Jury Duty	35
Section 714 – Unpaid Personal Leave of Absence	35
Section 715 – Liability Insurance	36
Section 716 – Post Retirement Health Insurance	36
 <u>Article VIII Personnel Actions</u>	
Section 801 – Probationary Period	37
Section 802 – Employee Conduct	37
Section 803 – Disciplinary Action	37
Section 803A – Letter of Counseling	38
Section 803B – Performance Notices	38
Section 804 – Grievance Procedure	39
Section 805 – Personnel Files	40
Section 806 – Investigator	40
Section 807 – Promotional Vacancies	41
 <u>Article IX Arbitration</u>	
Arbitration Clause	42
Signature Page	43

**ARTICLE I
GENERAL PROVISIONS**

SECTION 101 - RECOGNITION CLAUSE

In accordance with the March 6, 1986, Vermont Labor Relations Board Certification, the Town of Manchester (hereafter "Town") recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 490 (hereafter "Union") as the exclusive bargaining representative for full-time patrol officers, corporals, sergeants, investigators and dispatchers, excluding the chief dispatcher (also known as Director of Emergency Communications), of the Town of Manchester Police Department (hereafter "Town" or "Department") as defined by Chapter 22 of Title 21 Vermont Statutes Annotated.

SECTION 102 - SAVINGS CLAUSE

Should any provision of this Agreement be held to violate a Federal or State law, all other provisions shall remain in force. Should any provision of this Agreement be invalidated, the Town and the Union agree to meet within forty-five (45) days to negotiate replacement provisions.

SECTION 103 - COMPLETE AGREEMENT

- A. This Agreement constitutes the entire agreement of the Town and Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by any employee or group of employees with the Town and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and signed by the Town and the Union.

- B. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth within this Agreement. Therefore, the Town and Union, for the life of this Agreement, each voluntarily and without obligation waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of, and neither the Town nor the Union shall be under any obligation to discuss each with the other any modification or additions to this Agreement except as may be provided herein.
- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

SECTION 104 - DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2012 and expire June 30, 2016.
- B. The Town and Union shall meet on or around July 1, 2015 at a mutually agreeable location for the purpose of negotiating a successor agreement. Either party hereto may initiate this.
- C. This Agreement shall be renewed automatically for periods of one year, unless either party gives written notice of a desire to amend or modify the Agreement by January 1, 2015. During negotiations, the Agreement shall remain in full force and effect.
- D. The Town and the Union agree to a negotiating process that is expeditious.

SECTION 105 - UNION BULLETIN BOARD

The Union shall have the exclusive use of a bulletin in the Public Safety Facility. The location of the subject bulletin board shall be mutually determined by the Chief of Police and the Union's Chapter Chairperson; provided however, that said location shall be convenient and accessible to all bargaining unit members. The Union shall not post material that is derogatory or inflammatory in nature and directed towards the Town or employees thereof.

The Union may have a filing cabinet at the Public Safety Facility for its exclusive use; provided that the Union provides, at its cost, said filing cabinet and its location shall be approved by the Chief of Police.

SECTION 106 - DISTRIBUTION OF AGREEMENT

Each employee shall be furnished a copy of this agreement by the Town. The Town shall provide copies to new employees at the time of hire.

SECTION 107 - NON-DISCRIMINATION CLAUSE

Neither the Town nor the Union shall discriminate against any employee on the basis of race, religion, color, creed, national origin, gender, sexual orientation, age, marital status, disability, political affiliation, or membership in the Union.

**ARTICLE II
MANAGEMENT RIGHTS**

SECTION 201 - MANAGEMENT RIGHTS

- A. Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, determination of Department policy, the operation and management of the Department, the control, supervision and direction of employees, and any and all other matters which are committed by law to the Town or otherwise involve the exercise of managerial prerogative vest exclusively in the Town.

- B. In appropriate circumstances, as determined by the Town (not limited to those authorized in Section 701A), non-bargaining unit employees, including professional, managerial and supervisory employees, may perform bargaining unit work; provided, however, that the use of any such alternative employee shall not exceed six months in any given calendar year. The use of such employee shall not result in said employees becoming members of the bargaining unit.

**ARTICLE III
UNION RIGHTS AND OBLIGATIONS**

SECTION 301 - NO STRIKE CLAUSE

- A. There shall be no strike, sympathy strike, slow down, withholding of services, or interference with the operation of municipal functions during the life of this Agreement.
- B. Upon receipt of notice from the Town that bargaining unit members are violating this section; the Union shall disavow the strike and use its best efforts to terminate it.
- C. A violation of this section shall be considered as *per se* just cause for disciplinary action. Said action may include immediate dismissal.
- D. During the life of this Agreement, the Town will not instigate a lockout over a dispute with the Union.

SECTION 302 - VISITATION

Union representatives shall be granted access to the premises for individual discussions of grievances with the employees, provided that work is not interfered with and provided that the Police Chief or the Chief's designee is notified of the Union representatives anticipated presence in advance.

SECTION 303 - UNION SECURITY

- A. It is recognized that the Union owes the same responsibility to all bargaining unit members whether or not they are members of the Union. All bargaining unit members shall, as a condition of continued employment, either become a member of the Union or pay an agency fee to the Union effective thirty (30) days from his/her date of employment or the effective date of this Agreement, whichever is later. The Town shall discharge any employee who fails to comply with this Section not later than thirty (30) days after receipt of notice from the Union of said failure.
- B. The Union recognizes that a bargaining unit member has the right to dissent from the expenditure of any portion of his/her agency fee payment for partisan, political or ideological purposes. Each year employees shall be required to sign a form authorizing the withholding and expenditure of fees for political purposes. The Union agrees to provide all Union members a list of all individuals and organizations that receive funding, including the state that the candidate or organization is located in, the amount of the funding and political affiliation, if applicable.
- C. In the event that the Town, or its agents, officers or employees is named a defendant in any lawsuit or administrative action arising from the amount of the agency fee in this Agreement, the Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, judgments or other forms of liability arising from said lawsuits or claims.

The Union agrees to reimburse the Town for any and all expenses, including legal costs.

SECTION 304 - PAYROLL DEDUCTIONS

The Town shall deduct from the salaries of bargaining unit members either Union dues or the agency fee in the amount requested by the Union Treasurer provided said individual has provided written authorization for said deduction. The Town shall remit said deductions to the Union treasurer not later than fifteen (15) days after the last day of the month in which said dues or agency fee was deducted. The Town shall provide a list of the amount deducted for each bargaining unit member.

**ARTICLE IV
SENIORITY**

SECTION 401 – DEFINITION

- A. Seniority shall be defined as the period of continuous employment with the Department beginning with the employee's most recent date of hire. A copy of the seniority list shall be furnished to the Chapter Chairperson.
- B. Seniority shall not be broken by time spent on layoff or leave of absence; provided, however, seniority shall not be accrued during a layoff or unpaid leave of absence that exceeds three months.

SECTION 402 - LAYOFF

In the event of a reduction in force, employees shall be laid off in inverse order of seniority within the classifications set forth below:

- 1. Sergeant
- 2. Corporal
- 3. Patrol Officers/Investigator
- 4. Dispatcher

A laid off employee shall have the right to displace a less senior employee in the same or lower classification provided he/she is qualified, for said position.

SECTION 403 - RECALL

Employees shall be recalled by order of seniority within the classification from which the employee was laid off. Employees shall be notified of recall by certified mail and the employee shall notify the Town within three (3) calendar days of receipt of the recall notice. The employee must be available to return to work within ten (10) days of receipt of said recall notice. The recall rights set forth in this Section 403 shall terminate two (2) years after the date of layoff.

**ARTICLE V
WORKING CONDITIONS**

SECTION 501 - WORKDAY AND SCHEDULE

Subject to the operating needs of the department as determined by the Police Chief, the hours of work shall be scheduled as follows:

- A. **UNIFORMED OFFICERS**: The work period for all uniformed officers (Patrol Officers, Corporals and Sergeants) shall consist of five (5) days of work followed by three (3) days off. The work day shall consist of one (1) nine (9) hour and twenty (20) minute shift; provided, the Town and Union may mutually agree, in writing, on an alternative schedule for uniformed officers.

- B. **INVESTIGATORS**: The work period for investigators shall consist of five (5) days of work followed by three (3) days off. The work day shall consist of one (1) nine hour and twenty (20) minute shift; provided, that the investigator and Chief of Police may agree on an alternative schedule.

- C. **DISPATCHERS**: The work period for dispatchers shall consist of six (6) days of work followed by two (2) days off. The work day shall consist of one (1) eight (8) hour shift. Employees shall be allowed time for meals during their shift.

The Chief of Police, Director of Emergency Communications and an employee, appointed by the Chapter chairperson shall study alternative schedules for dispatch services, and associated costs and benefits, and report to the Town Manager on or before June 30, 2013. The Town and Union may mutually agree, in writing, on an alternative schedule for dispatchers.

SECTION 502 - USE OF PERSONAL VEHICLES

Employees using their personal vehicles in connection with the operating needs of the Police Department, as determined in advance by the Chief of Police, shall be paid mileage reimbursement at the Federal IRS rate at the time of travel.

SECTION 503 - UNIFORMS AND EQUIPMENT

- A. Uniforms - the Town shall purchase all uniforms, excluding shoes, for all uniformed police officers.

- B. Clothing Allowance - The Investigator shall be granted a five hundred dollar (\$500) annual clothing allowance. An employee who works as an Investigator for more than one month, but less than twelve months in a fiscal year, shall receive a pro rata share of the clothing allowance set forth within this paragraph.

- C. Cleaning Allowance – After the first month of employment, all police officers shall receive a cleaning allowance of eight hundred dollars (\$800) per contract year payable in advance in

two installments on September 1 and March 1. Payments shall be prorated based on each full month of employment in a contract year and the Town shall withhold any prorated funds due to the Town in an employee's final paycheck.

- D. Weapons - The Town shall provide service weapons to all police officers. The Police Chief shall confer with the officers prior to changing the designated service weapon make or model.
- E. Body Armor - The Town shall provide one body armor vest per police officer. Officers will be provided new armor only after the warranty on their existing body armor vest expires or said body armor vest becomes damaged in a manner that negates the warranty. Officers shall be required to wear said body armor vest while on duty, and shall maintain said body armor vest so that it meets a minimum threat level. The make and model of said armor shall be approved by the Police Chief.
- F. Footwear - Uniformed officers shall be reimbursed four-hundred dollar (\$400) during the life of this agreement as provided for herein for the purpose of acquiring footwear to be worn on duty. Footwear subject to this allowance shall conform to specifications set forth by the Chief of Police. Between July 1, 2012 and June 30, 2014, the Town shall reimburse up to \$200 for footwear; between July 1, 2014 and June 30, 2016 the Town shall reimburse up to \$200 for footwear.

SECTION 504 – TRAINING

The Town will provide training for Police Officers and Dispatchers on an annual basis as required by the Vermont Criminal Justice Training Council and sections 602A, 602B, 602C, and 602D of this agreement. Police Officers and Dispatchers shall be required to attend all such training courses at the direction of the Chief of Police. The Chapter Chairperson will be provided with copies of training records, upon request.

**ARTICLE VI
COMPENSATION**

SECTION 601 – COST OF LIVING ADJUSTMENTS

On January 1, 2013, the Town shall increase the hourly wages of employees, as paid on June 30, 2012, by two percent (2.0%)

On July 1, 2013, the Town shall increase the hourly wage of employees by the five (5) year average of the Consumer Price Index (CPI-U), All Urban Consumers, Not Seasonally Adjusted, US City Average, as published by the Vermont Department of Labor using the month of August for the calendar years 2008, 2009, 2010, 2011 and 2012.

On July 1, 2014, the Town shall increase the hourly wage of employees by the five (5) year average of the Consumer Price Index (CPI-U), All Urban Consumers, Not Seasonally Adjusted, US City Average, as published by the Vermont Department of Labor using the month of August for the calendar years 2009, 2010, 2011, 2012 and 2013.

On July 1, 2015, the Town shall increase the hourly wage of employees by the five (5) year average of the Consumer Price Index (CPI-U), All Urban Consumers, Not Seasonally Adjusted, US City Average, as published by the Vermont Department of Labor using the month of August for the calendar years 2010, 2011, 2012, 2013 and 2014.

The Town and Union agree to the following CPI-U figures for the month of August: 2008: 5.4%; 2009: -1.5%; 2010: 1.1%; 2011: 3.8%; 2012: 1.7%. The CPI-U for 2013 and 2014 shall be determined after the publication of the CPI-U by the Department of Labor. Each year, by November 1 or thereabout, the Town shall report to the Chapter chairperson, the cost of living increase for the following July 1, authorized by and based on the second, third and fourth paragraphs of this Section,

SECTION 602 – PROMOTION WITHIN RANK

Whenever a Dispatcher, Patrol Officer (including Investigator), Corporal or Sergeant satisfies the tenure requirement and training (Additional Training and Leadership Training) requirements, as certified by the Chief of Police, required in sections 602A, 602B, 602C or 602D, the employee shall be promoted to the next Title beginning and effective the first day of the following pay period and shall receive an increase in the employee's rate of pay in accordance with sections 602A, 602B, 602C and 602D of this agreement.

On July 1, 2012, current Department employees shall be inserted into the appropriate Title as authorized by sections 602A, 602B, 602C and 602D based on their "Former Step Classification" as of June 30, 2012 and paid the same wage as compensated on June 30, 2012 until wages are adjusted under the first paragraph of Section 601 or unless otherwise authorized in this agreement.

All training (Additional Training and Leadership Training) shall be pre-approved by Chief of Police. The Town agrees to make required training authorized in this agreement accessible to employees within reason, provided that it is the responsibility of the employee to complete and coordinate additional training for promotion to a higher Title. College level course work, subject to pre-approval by Chief of Police, may be used to satisfy Additional Training and/or Leadership Training requirements herein; provided that college course work is done on employee's own time and at employee's own expense.

Additional Training and Leadership Training requirements are in addition to any training required by the Department and/or required to maintain the employee's certification. Additional Training and Leadership Training actual hours may be combined at the discretion of the Chief of Police to meet overall training hours required hereafter. (For example, if any employee is required to complete 50 hours of Additional Training and 50 hours of Leadership Training, the Chief of Police may allow for 35 hours of Additional Training and 65 hours of Leadership Training in order to satisfy the 100 hour requirement.)

Any suspension without pay or overall "needs improvement" rating, as authorized in Section 610 of this agreement, shall result in loss of tenure of six (6) months credited towards next Title per suspension and/or overall "needs improvement" rating.

Based upon experience, education, training and/or qualifications, the Town may, at its sole discretion, classify and compensate a newly hired employee at a higher Title.

SECTION 602A – RANK: DISPATCHERS

Dispatchers shall be paid a shift differential of seventy-five cents (\$0.75) per hour for hours worked between 0000 and 0800.

TITLE – DISPATCHER-I

Pre-Requisite for Dispatcher I: Appointed by the Town Manager.

Starting Wage for new employees: \$15.00 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Former Step Classification: Not applicable.

Additional Assignment: Not applicable.

TITLE - DISPATCHER-II

Pre-Requisite for Dispatcher II: Completion of NCIS Training (at Vermont Criminal Justice Training Council) and appointed by the Town Manager.

Wage for promoted and new employees: \$15.50 per hour: adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Former Step Classification: Step 3.

Additional Assignment: Not applicable.

TITLE - DISPATCHER-III

Pre-Requisite for Dispatcher-III: Not less than 24 months of service at the Title of Dispatcher-II; and 40 hours of Additional Training as Dispatcher-II, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$16.00 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the Title of Dispatcher-III by three (3) percent effective the first pay period after the promotion.

Former Step(s): 4 and 5

Additional Assignment: May be assigned specialty area of expertise or responsibility by Chief of Police.

TITLE - SENIOR DISPATCHER-I

Pre-Requisite for Senior Dispatcher I: Not less than 24 months of service at the Title of Dispatcher-III and 60 hours of additional training as Dispatcher-III, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$16.45 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the Title of Senior Dispatcher-I by three (3) percent effective the first pay period after the promotion.

Former Step(s): 6 and 7

Additional Assignment: May be assigned specialty area of expertise or responsibility by Chief of Police.

TITLE: SENIOR DISPATCHER-II

Pre-Requisite for Senior Dispatcher-II: Not less than 12 months of service at the title of Senior Dispatcher-I and 40 hours of additional training and 30 hours of leadership training as Senior Dispatcher-I, beyond the general requirements of the Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$16.95 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Senior Dispatcher-II by three (3) percent effective the first pay period after the promotion.

Former Step(s): 8, 9 and 9+

Additional Assignment: May be assigned leadership role and/or duties by Chief of Police.

TITLE: SENIOR DISPATCHER-III

Pre-Requisite for Senior Dispatcher-III: At the discretion of the Chief of Police; and 50 hours of Additional Training and 50 hours of Leadership Training as Senior Dispatcher-II, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$17.45 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Senior Dispatcher-III by three (3) percent effective the first pay period after the promotion.

Former Step(s): Not applicable.

Additional Assignment: May be assigned leadership role and/or duties by Chief of Police.

290 1/1/13
2.190 7/1/13

1.370 7/1/14

SECTION 602B – RANK: PATROL OFFICERS

TITLE: PATROL OFFICER-I(A)

Pre-Requisite for Patrol Office-I(A): Appointed by the Town Manager and successful completion of the part-time training academy administered by the Vermont Criminal Justice Training Council and certification or equivalent; provided, that employees shall be appointed pursuant to Section 801, paragraph A relative to probation for employees not certified as full-time police officers.

Wage for new employees: \$17.50 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Former Step Classification: Not applicable.

Additional Assignment: Not applicable.

TITLE: PATROL OFFICER-I(B)

Pre-Requisite for Patrol Officer-I(B): Appointed by the Town Manager and successful completion of the full-time training academy administered by the Vermont Criminal Justice Training Council and certification or equivalent.

Wage for promoted and new employees: \$18.40 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the CPI-U wage adjustment authorized in Section 601.

Former Step Classification: Step 3.

Additional Assignment: Not applicable.

TITLE: PATROL OFFICER-II

Pre-Requisite for Patrol Officer II: Not less than 24 months of service at the title of Patrol Officer I-B and 40 hours of additional training as Patrol Officer I-B, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$18.90 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the Title of Patrol Officer-II by

three (3) percent effective the first pay period after the promotion.

Former Step(s): 4 and 5

Additional Assignment: May be assigned specialty area of expertise or responsibility by Chief of Police.

TITLE: SENIOR PATROL OFFICER

Pre-Requisite for Senior Patrol Officer: Not less than 24 months of service at the title of Patrol Officer II; 60 hours of Additional Training as Patrol Officer II, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$19.50 per hour, and adjusted based on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wages increases authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Senior Patrol Officer by three (3) percent effective the first pay period after the promotion.

Former Step(s): 6 and 7

Additional Assignment: May be assigned specialty area of expertise or responsibility by Chief of Police.

TITLE: PATROL SUPERVISOR

Pre-Requisite for Patrol Supervisor: Not less than 12 months of service at the title of Senior Patrol Officer; 40 hours of Additional Training and 30 hours of Leadership Training as Patrol Supervisor, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$20.10 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wages adjustment authorized in Section 601.

Wage Adjustment for current employees: The Town shall increase the base salary of employees promoted to the title of Senior Patrol Officer by three (3) percent effective the first pay period after the promotion.

Former Step(s): 8, 9 and 9+

Additional Assignment: May be assigned leadership role and/or duties by Chief of

Police.

TITLE: SENIOR PATROL SUPERVISOR

Pre-Requisite for Senior Patrol Supervisor: At the discretion of the Chief of Police; and 50 hours of Additional Training and 50 hours of Leadership Training as Patrol Supervisor, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Wage for new employees: \$20.70 per hour; adjusted based on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: The Town shall increase the base salary of employees promoted to the title of Senior Patrol Supervisor by three (3) percent effective the first pay period after the promotion.

Former Step(s): Not applicable.

Additional Assignment: May be assigned leadership role and/or duties by Chief of Police.

SECTION 602C – RANK: CORPORAL

General: The Corporal is a leadership level position appointed by the Town Manager that reports to the Chief of Police through the sergeant and lieutenant. The position includes more responsibility than the Rank of Patrol Officer including increased supervision of employees, overall management of the Police Department and other management level duties and responsibilities.

TITLE: CORPORAL-I

Pre-Requisite for Corporal-I: Appointed by the Town Manager.

Wage for new Employees: \$21.70 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Whenever an employee is promoted from the Rank of Patrol Officer to Corporal the employee's base hourly wage shall be increased by five (5) percent effective the first day of the first pay period after the promotion and the employee shall be classified as Corporal-I, but not less than \$21.70 per hour.

Former Step(s): 3, 4 and 5.

TITLE: CORPORAL-II

Pre-Requisite for Corporal-II: Not less than 18 months of service at the title of Corporal-I and 60 hours of Additional Training as Corporal-I, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$22.35 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Corporal-II by three (3) percent effective the first pay period after the promotion.

Former Step(s): 6, 7 and 8.

TITLE: CORPORAL-III

Pre-Requisite for Corporal-III: Not less than 12 months of service at the title of Corporal-II and 60 hours of additional training as Corporal-II, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$23.00 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Corporal-III by three (3) percent effective the first pay period after the promotion.

Former Step(s): 9 and 9+.

TITLE: CORPORAL-IV

Pre-Requisite for Corporal-IV: At the discretion of the Chief of Police; 80 hours of Additional Training as Corporal III, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$23.70 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Corporal-IV by three (3) percent effective the first pay period after the promotion.

Former Step(s): Not Applicable.

SECTION 602D – RANK: SERGEANT

General: The Sergeant is a leadership level position appointed by the Town Manager that reports to the Chief of Police through the lieutenant. The position include more responsibility than the Rank of Patrol Officer or Corporal including increased supervision of employees, overall management of the Police Department and other management level duties and responsibilities.

TITLE: SERGEANT-I

Pre-Requisite for Sergeant-I: Appointed by the Town Manager.

Wage for new employees: \$22.80 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Whenever an employee is promoted from the Rank of Patrol Officer or Corporal to Sergeant the employee's base hourly wage shall be increased by five (5) percent effective the first day of the first pay period after the promotion and the employee shall be classified as Sergeant-I, but not less than \$22.80 per hour.

Former Step(s): 3, 4 and 5.

TITLE: SERGEANT-II

Pre-Requisite for Sergeant-II: Not less than 18 months of service at the title of Sergeant-I and 60 hours of Additional training as Sergeant-I, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$23.45 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Sergeant-II by three (3) percent effective the first pay period after the promotion.

Former Step(s): 6, 7 and 8.

TITLE: SERGEANT-III

Pre-Requisite for Sergeant-III: Not less than 12 months of service at the title of Sergeant-II and 60 hours of additional training as Sergeant-II, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$24.20 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Sergeant-III by three (3) percent effective the first pay period after the promotion.

Former Step(s): 9 and 9+.

TITLE: SERGEANT-IV

Pre-Requisite for Sergeant-IV: At the discretion of the Chief of Police; 80 hours of Additional Training as Sergeant-III, beyond the general requirements of the Police Department and/or the Vermont Criminal Justice Training Council.

Starting Wage for new employees: \$24.90 per hour; adjusted on January 1, 2013, July 1, 2013, July 1, 2014 and July 1, 2015 by the wage adjustment authorized in Section 601.

Wage Adjustment for current employees: Effective July 1, 2013, the Town shall increase the base salary of employees promoted to the title of Sergeant-IV by three (3) percent effective the first pay period after the promotion.

Former Step(s): Not Applicable.

SECTION 603 - OVERTIME PAY

- A. UNIFORMED OFFICERS AND INVESTIGATORS: Time and one half (1-1/2) shall be paid for all hours worked in excess of nine (9) hours and twenty (20) minutes on any shift and for all time worked on a day that is not regularly scheduled.
- B. DISPATCHERS: Time and one half (1-1/2) shall be paid for all hours worked in excess of forty hours in a pay period.

SECTION 604 - OVERTIME SCHEDULING

Employees shall work overtime as scheduled and assigned by the Police Chief. When feasible, overtime shall be assigned on a voluntary basis.

When the need for overtime is known so that it can be scheduled at least twenty-four (24) hours in advance of being worked, said overtime shall be assigned on a rotating basis so as to provide a reasonably equitable distribution of overtime hours among bargaining unit personnel, except as otherwise authorized in this agreement.

SECTION 605 – CALL-IN COMPENSATION

Employees called in to work outside of their regularly scheduled work shift shall be paid at the appropriate overtime rate and shall be guaranteed a minimum of four (4) hours overtime pay and work only that time needed for that assignment. In order to receive compensation under this Section, employees shall respond to Police Headquarters or the appropriate location to properly handle the assignment. Employees will be paid "Call In" pay for court duty if their scheduled appearance is canceled with less than six (6) hours notice. Whenever an employee is called into work under this section the Town shall not pay the employee any compensation otherwise payable under Section 605A for the period during which the employee was placed on On-Call status under Section 605A.

SECTION 605A – ON-CALL STATUS AND COMPENSATION

Employees may be placed in On-Call status at the sole discretion of the Chief of Police. On-Call status shall mean that the employee shall be ready and able to report to the Public Safety Facility in not more than twenty (20) minutes of being called by the Dispatch Center or supervisor. Employees shall be paid ten (10) percent of base pay while in On-Call status. It is the responsibility of the employee to be available and reachable via telephone or cellular telephone while on On-Call. Failure to do so may result in disciplinary action under Section 803.

SECTION 606 - HOLIDAY COMPENSATION

- A. Any employee working a Monday through Friday schedule shall be allowed to take holidays (as defined in Section 702) off with pay.
- B. Any employee who does not work a Monday through Friday schedule and who does not work on a holiday (as defined in Section 702) shall receive one extra day's compensation in the weekly pay period in which such holiday occurs. One extra day's compensation shall be defined as follows:
 - a. Police Officers - Nine (9) hours and twenty (20) minutes, multiplied by the subject officer's hourly wage.
 - b. Dispatchers - Eight (8) hours multiplied by the subject dispatcher's hourly wage.

- C. Notwithstanding the exceptions noted in paragraph D of this Section, any employee who works on a holiday (as defined in Section 702) shall be compensated at a rate of one and one half (1 ½) times the subject employee's hourly wage including shift differential, in addition to regular pay.
- D. Any employee who works on Thanksgiving and/or Christmas shall be compensated at a rate of two (2) times the subject employee's hourly wage including shift differential, in addition to regular pay.

SECTION 607 – LONGEVITY

An annual payment of sixty dollars (\$60.00) per year of employment shall be paid to each employee who has eight (8) or more consecutive years of service with the Department prior to July 1 of the year in which the payment is paid. Said payments shall be paid to employees in the month of July.

SECTION 608 – PHYSICAL FITNESS AND BONUS

The Town shall offer a physical fitness test, as further defined in this section, twice per calendar year, and as administered by the Town's Parks & Recreation Department or Director or Human Resources Administrator, to all interested Department employees at dates and times mutually acceptable to the Town and Union.

Participation in the test shall be mandatory for all sworn officers (Patrol Officers, Investigators, Corporals and Sergeants), except for employees that are excused by the Town's physician for medical reasons.

Sworn officers hired after June 30, 2012, or that move from part-time status to full-time status after June 30, 2012, shall be required to pass the physical fitness test at the 40th percentile each calendar year. Employees who fail the physical fitness test shall be required to develop a plan (to include, but limited to, diet and nutrition and fitness development), subject to the approval of the Chief of Police, to pass the test, and shall be retested, as scheduled by the Chief of Police. The Town agrees to assist employees, as reasonable and as appropriate, in passing the physical fitness test.

The test shall be based on the most recent version of the "Physical Assessment Standards: 40th Percentile Requirements" published by the Vermont Criminal Justice Training Council. The test shall only include a 1.5 mile run, sit-ups and push-ups.

All employees (including dispatchers) who obtain the minimum acceptable standard, based on the age and gender of the employee, in all three categories shall be paid \$750 not more than once per calendar within fourteen days of successfully completing the physical fitness test. The Town and the Union may assign personnel to observe the test.

SECTION 609 – EDUCATION

The Town shall pay \$250 to each employee who has earned an associate degree from an accredited college, or successfully completed at least one half of the credits necessary to complete a bachelor's degree from an accredited college on or before June 30 each year or, and not in addition to, \$500 to each employee who has earned a bachelor's degree from an accredited college on or before June 30. Employees shall submit an official and original transcript or diploma as proof. Payment shall be made on or before December 1. The Town reserves the right to verify all information submitted.

SECTION 610 – PERFORMANCE BONUS AND EVALUATIONS

Interim and Final Evaluations shall be performed annually for all Dispatchers (using the form attached in Addendum A) and for Patrol Officers (including Investigators), Corporals and Sergeants (using the form attached in Addendum B).

A. **General:** The Chief of Police shall evaluate employees employed under the terms of this agreement twice a fiscal year (Interim Evaluation and Final Evaluation) based on the following guidelines:

- a. **Ratings and Definitions:** Evaluations shall generally use the following Ratings and related definitions:
 - i. **Needs Improvement:** On average, the employee did not demonstrate during the evaluation period behavior and/or performance that meet the minimum acceptable standard. An overall rating of Needs Improvement on the Final Evaluation must be based on documentation, including but not limited to Performance Notices (so-called Yellow Slips and Green Slips) authorized in Section 803B of this agreement.
 - ii. **Meets Expectation:** On average, the employee has demonstrated during the evaluation period behavior and/or performance that meet the minimum acceptable standard.
 - iii. **Exceeds Expectation:** The employee frequently and substantially demonstrated during the evaluation period behavior and/or performance that exceed the minimum acceptable standard.
 - iv. **Exceptional:** The employee frequently and substantially demonstrated during the evaluation period superior behavior and/or performance that far exceeded the minimum acceptable standard as well as the standards for Exceeds Expectation. This rating shall be difficult to achieve and requires hard work and commitment on behalf of the employee.

- b. **Evaluation Categories and Definitions:** The Town shall use the following categories and definitions (as further defined in Addendum A and Addendum B) during the Interim Evaluation and Final Evaluation processes:

i. PERFORMANCE RELATED CATEGORIES:

1. **Quality of Work:** Measurement of the employee's overall quality of work, including thoroughness, accuracy, neatness and effectiveness of overall work product. Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.
2. **Quantity of Work:** Measurement of the employee's overall quantity of work, including the amount of work completed and overall productivity and activity of the employee with an emphasis on proactive police work or work related to dispatching, as appropriate. Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.
3. **Law Enforcement-Related Skills and Knowledge:** Measurement of the employee's overall skills and knowledge related to policing, public safety and management (if applicable). More specifically, this category includes knowledge of criminal and motor vehicle statutes, criminal procedures, as applicable to police officers or dispatchers. Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.
4. **Professional Training, Development and Initiative:** Measurement of the employee's training and development, and initiative. More specifically, this category includes the employee's commitment and willingness to develop the employee's occupation-related skills and knowledge through training, research, education and other means. Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.

ii. BEHAVIOR RELATED CATEGORIES:

1. **Interpersonal Skills:** Measurement of the employee's overall ability to interact with co-workers and supervisors, and external partners. More specifically, this category includes the employee's ability to effectively team build, communicate with internal and external individuals, and maintain professional, productive and appropriate

relationships with co-workers and supervisors and external partners. Scores in this category shall be multiplied by a factor of one for the purposes of subsection B of this Section.

2. **Commitment to Department:** Measurement of the employee's overall commitment to the Town of Manchester, Manchester Police Department and community. More specifically, this category includes (1) understanding of Department goals and objectives, (2) attendance (punctuality, availability to work shifts and overtime), (3) willingness to accept collateral assignments (including but not limited to interaction and involvement in community affairs). Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.
 3. **Professional Ethics, Judgment and Problem Solving:** Measurement of the employee's ethics and moral judgment, reasoning and logic, decision-making and problem solving skills. Scores in this category shall be multiplied by a factor of two for the purposes of subsection B of this Section.
 4. **Safety, Professional Appearance and Care of Department Resources:** Measurement of the employee's professional appearance, practice of safety, and care of Department resources. More specifically, this category includes (1) the implementation of safety policies and practices in both day-to-day and emergency instances, (2) the employee's appearance (including behavior and conduct both on and off the job), uniform and grooming, mannerisms and language and other appearance issues that either positively or negatively impact the public perception of the Department, and (3) the employee's handling of and respect for Department equipment and resources. Scores in this category shall be multiplied by a factor of one for the purposes of subsection B of this Section.
- c. **Interim Evaluations:** Interim Evaluations shall be conducted in the month of November.
- i. Interim Evaluation generally includes the period of time June 1 to October 31; provided, ongoing performance may factor into the Evaluation.
 - ii. Employees that receive an overall score of Needs Improvement, as provided for herein, shall be placed on warning and shall be required to develop a plan

to improve to at least an overall rating of Meets Expectation. Employees who continue to be overall rated as Needs Improvement may be disciplined under Section 803, up to and including discharge.

iii. The Chief of Police shall meet with each employee in the month of November to review and discuss the Interim Evaluation.

d. **Final Evaluations:** Final Evaluations shall be conducted each year in the month of June.

i. Final Evaluation generally includes the period of time June 1 to May 31; provided, ongoing performance may factor into the Evaluation.

ii. Employees that receive an overall score of Needs Improvement, as provided for herein, shall be placed on warning and shall be required to develop a plan to improve to at least an overall rating of Meets Expectation. Employees who continue to be overall rated as Needs Improvement may be disciplined under Section 803, up to and including discharge.

iii. The Chief of Police shall meet with each employee in the month of June to review and discuss the Final Evaluation.

e. **Performance Notices:** The Chief of Police, and subject to the review of the Chief of Police, the Lieutenant and Sergeant, may issue Performance Notices to employees at any time for (1) favorable performance/behavior (issued on green paper) or (2) unfavorable performance/behavior (issued on yellow paper).

i. Performance Notices shall be categorized as "major" or "minor" and shall be retained in the employee's personnel file and used, in part, during the Evaluation process authorized in paragraphs c and d of this subsection.

1. A "major" unfavorable Performance Notice shall be considered a serious matter and shall typically indicate an ongoing performance issue, an issue related to life and safety or serious behavior issue such as insubordination or ethics violations.

B. Scoring of Evaluations: Evaluations in each Category shall including the following Ratings and related Points.

i. Needs Improvement - 0 points

ii. Meets Expectation - 1 point

- iii. Exceeds Expectation - 2 points
- iv. Exceptional - 3 points
- b. Points for each Category shall be multiplied by a factor of one or two (as authorized herein).
- c. The Points shall be totaled, resulting in the Overall Points, and the Overall Rating determined using the following scale:
 - i. Overall Points of **less than 7** shall result in an overall rating of Need Improvement, unless the Chief of Police justifies another Rating.
 - 1. Receiving a score of Needs Improvement in any particular category may not necessarily result in an Overall Rating of Needs Improvement.
 - ii. Overall Points of **7 to 21** shall result in an Overall Rating of Meets Expectation.
 - iii. Overall Points of **22 to 36** shall result in an Overall Rating of Exceeds Expectation.
 - iv. Overall Points of **37 to 42** shall result in an Overall Rating of Exceptional, unless the Chief of Police otherwise justifies another Rating.
 - 1. Provided, that the employee has not received a rating of Needs Improvement in any of the evaluation categories, in which case the employee shall receive a rating of Exceeds Expectation.

C. Performance Bonus Payments: Payments shall be based on the Final Evaluation in subsection B and shall be payable in the month of July.

- a. Overall Rating of Needs Improvement shall result in no Performance Bonus payment, in addition to any other sanctions authorized in this agreement.
- b. Overall Rating of Meets Expectation shall result in a Performance Bonus payment equal to 1.5% of the employee's annual base pay.
- c. Overall Rating of Exceeds Expectation shall result in a Performance Bonus payment equal to 3% of the employee's base pay.
- d. Overall Rating of Exceptional shall result in a Performance Bonus payment equal to 4.5% of the employee's base pay.
- e. Base pay shall be calculated by multiplying the employee's hourly wage, as of July 1, by the number of regular hours schedule to work (2,118 hours for sworn officers and

2168 hours for dispatchers) and then multiplying by the appropriate bonus payment in (a) through (d) of this subsection C.

D. Other Evaluation and Performance Bonus Issues:

- a. The Town and Union agree to meet on or around July 1, 2013 to review the Evaluation process and recommend possible amendments to this Section.
- b. Section 610, in its entirety, shall sunset on June 30, 2016.

**ARTICLE VII
FRINGE BENEFITS**

SECTION 701 - VACATION

A. Annual paid vacation shall be based on the following schedule:

Less than one (1) year service	- five (5) days.
More than one (1), but less than five (5) years service	- ten (10) days
Five (5) or more, but less than eight (8) years service	- fifteen (15) days
Eight (8) full years service	- sixteen (16) days
Nine (9) full years service	- seventeen (17) days
Ten (10) full years service	- eighteen (18) days
Eleven (11) full years service	- twenty (20) days
Thirteen (13) full years service	- twenty-one (21) days
Fourteen (14) full years service	- twenty-two (22) days
Fifteen or more full years service	- twenty-five (25) days

- B. Dispatchers shall annually be entitled to three (3) vacation days in addition to those provided in the aforementioned vacation schedule.
- C. Vacation days shall be credited to employees on July 1 of each year for the period of time July 1 to June 30. Employees who are terminated prior to June 30 shall receive a prorated number of vacation days and the Town may withhold wages in order to recover unearned vacation days used but not earned.
- D. Vacation requests shall not be unreasonably denied, however, the Police Chief shall have the ultimate discretion over scheduling. Employees who desire in excess of two (2) days vacation shall request said vacation ten (10) days in advance of its planned starting date.
- E. Vacation accumulation shall not exceed thirty (30) days as of June 30 each year.
- F. All vacation accumulated shall be paid upon termination or death. Vacation days accrued during the year of death or termination shall be paid on a prorated basis.

SECTION 701A – COMPENSATION TIME

Officers: At the request of the employee, any time *worked* (not including sick, vacation or compensatory time or any other leave or benefit) in excess of 45 hours, and otherwise eligible for overtime pay under section 603 of this agreement, may be eligible for compensatory time at a rate of one and one half times in lieu of overtime compensation. Employees may accumulate up to 40 hours per fiscal year in compensatory time. Any unused compensatory time shall be paid out by the Town on or around June 30 and shall not carry into the next fiscal year or otherwise available to the employee to be used. Vacation time shall take precedent over compensatory time. Any overtime paid by funds other than the Town of Manchester, including grants, state and

federal funds, or involving traffic details, shall not be eligible for compensatory time. Town may use, at its sole discretion and notwithstanding any other section to the contrary, non-Union employees to cover shifts vacated due to compensatory time leave. The Town and Union agree to modify work schedules to avoid overtime or compensatory time related to training.

Dispatchers: At the request of the employee, any time *worked* (not including sick, vacation or compensatory time or any other leave or benefit) in excess of 48 hours, , and otherwise eligible for overtime pay under section 603 of this agreement, may be eligible for compensatory time at a rate of one and one half times in lieu of overtime compensation.. Employees may accumulate up to 40 hours per fiscal year in compensatory time. Any unused compensatory time shall be paid out by the Town on or around June 30 and shall not carry into the next fiscal year or otherwise available to the employee to be used. Vacation time shall take precedent over compensatory time. Any overtime paid by funds other than the Town of Manchester, including grants, state and federal funds, or involving traffic details, shall not be eligible for compensatory time. Town may use, at its sole discretion and notwithstanding any other section to the contrary, non-Union employees to cover shifts vacated due to compensatory time leave. The Town and Union agree to modify work schedules to avoid overtime or compensatory time related to training.

This section, in its entirety, shall sunset on June 30, 2016.

SECTION 702 – HOLIDAYS

The following, together with any other day so proclaimed by the Board of Selectmen, shall be considered paid holidays:

New Year's Day	-	January 1
Martin Luther King Jr. Birthday	-	3 rd Monday of January
Presidents Day	-	3 rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1 st Monday in September
Columbus Day	-	2 nd Monday in October
Veteran's Day	-	November 11
Thanksgiving Day	-	4 th Thursday in November
Christmas Day	-	December 25
Employee's Birthday		

Any employee working a Monday through Friday schedule shall receive Friday off with pay for any holiday falling on a Saturday and Monday off with pay for any holiday falling on a Sunday.

SECTION 703 – 125 PLAN

Beginning January 1, 2010, the Town may allow employees to participate in the Town sponsored 125 Plan; provided that employees shall be responsible for paying all monthly administration fees.

SECTION 704- MEDICAL INSURANCE

- A. The Town shall pay 90% of the premium costs associated with the plan. The employee's contribution shall be 10% and shall be made through payroll deduction. The Town shall pay into a health care savings (HSA) 90% of the annual IRS limit for single, two-person or family plan, as applicable.. Payments shall be made quarterly, on or around January 1, April 1, July 1, and October 1 each year.
- B. The Town and employees agree to work collectively to help ensure that employees are not required to pay excessive out of pocket deductibles as a result of the quarterly Health Care Savings Account (HSA) deposits made by the Town. This may include, but is not limited to, the Town intervening or negotiating with health care providers or advancing quarterly payments, provided that an agreement is signed guaranteeing the recovery of said advanced payments.
- C. The Town reserves the right to change medical insurance plans or carriers provided that the coverage under any new plan is equal to or better than the insurance in place at the signing of this contract.
- D. The Town shall pay employees, through payroll, who are otherwise eligible but opt not to receive health care coverage and payments into the health care savings account from the Town and are covered by another health insurance provider the following amounts annualized and payable in two separate payments as noted herein: \$3,500 for single plan subscribers; \$7,000 for two-person plan subscribers; \$8,000 for family plan subscribers. Payments shall be paid in arrears and paid on or around June 30 and December 31. In order to be eligible for payments employees must be enrolled in another plan and not enrolled in the Town plan for the preceding six (6) months. Employees shall be required to notify the Human Resources Administrator at least 15 days before January 1 and July 1 of each year in order to be eligible for payments under this paragraph.

SECTION 705 – VISION PLAN

The Town agrees to provide employees access to the Town-sponsored vision plan; provided that all premiums are paid for by the employee through payroll deduction.

SECTION 706 - DENTAL INSURANCE

The Town shall provide dental insurance through Delta Dental Insurance Company. The Town shall pay one hundred percent (100%) of the premium required. The Town reserves the right to change dental insurance plans or carriers, provided that the coverage under the new plan is essentially equivalent.

SECTION 707 - LIFE INSURANCE AND DISABILITY INSURANCE

The Town shall pay one hundred percent (100%) of the premium cost to provide each employee with a life and disability insurance policy:

- A. Life Insurance - The face value of the Life Insurance policy shall be forty thousand dollars (\$40,000).
- B. Disability Insurance - Disability benefits offered through Town sponsored insurance coverage shall be 66% of the disabled employee's weekly average gross pay. Disability benefits shall be granted for a maximum of twenty-six (26) weeks and shall commence as follows:

First day of accident
Eighth day of sickness
Eighth day of hospitalization

An employee may utilize accumulated sick leave or vacation time to offset the difference between disability benefits and his or her average pay.

SECTION 708 - PENSION

Employees shall participate in VMERS Group C.

SECTION 709- WORKER'S COMPENSATION

The Town will pay the difference between the employee's pay and the amount received from Worker's Compensation Insurance while an employee is on worker's compensation. In no case shall the employee be required to use sick leave while on worker's compensation. All health insurance benefits shall continue while on worker's compensation.

SECTION 710 - SICK LEAVE

- A. Employees shall be entitled to paid sick leave for absences due to personal illness, physical disability (including disability connected with or resulting from pregnancy) quarantine, and medical appointments. Sick leave shall be earned at the rate of one-half (½) day per month of employment with the Department, cumulative to a maximum of fifty-eight (58) days. An employee shall notify the Department no later than two (2) hours before the employee's scheduled reporting time. The Police Chief shall have the discretion to request a medical certification to verify the legitimacy of sick leave utilization after three (3) consecutive days of said utilization or where there appears to be a pattern of abuse of said leave. Employees shall be subject to discipline for the abuse of sick leave, up to and include termination.

Whenever an employee uses sick leave but has otherwise exhausted all leave benefits the employee shall, without exception, provide the Chief of Police and the Human Resources

Administrator a medical certification to verify the legitimacy of the illness within 48 hours of returning to work. The Town and Union acknowledge that these absences are a serious matter and will receive additional scrutiny by the Town. The employee, unless otherwise eligible by this agreement or state or federal law, shall not be paid for the time not worked and may be subject to disciplinary action, up to and including termination.

Whenever a disability is foreseen, as in the case of elective surgery or pregnancy, the employee shall notify the Town's HIPPA coordinator of the expected commencement date of the sick leave as soon as the date is determined.

- B. Sick leave may be used by employees to attend to the illness of an immediate family member. Immediate family shall be defined as follows: parent, spouse, civil union partner, children, sibling, parent-in-law, and spouse-in-law.
- C. At the sole discretion of the Town an employee who has exhausted his accumulated paid sick leave may be granted an unpaid leave of absence not to exceed six (6) months. During such approved leave the employee's health insurance benefits will be continued as provided for in this Agreement.
- D. At the sole discretion of the Town Manager, a Sick Leave Bank may be established for an employee. Any Town employee, regardless of Union affiliation, may contribute time from his/her accumulated leave to any other Town employee who has exhausted all sick and vacation leave. This system shall be administered by the Town Manager or his designee.
- E. An employee who has attained twenty (20) years of service shall be entitled upon termination, so long as the employee was not terminated for cause, or death to be paid any accumulated sick leave up to the maximum accumulation allowed. A day of sick leave for such purposes shall be the employee's current rate of pay at time of termination or death or retirement from the department.
- F. An employee who has attained at least ten (10) years of service, but not more than twenty (20) years of service may be entitled to upon termination, so long as the employee was not terminated for cause, or death to be paid up to ten (10) sick days; provided that said employee has not used more than five (5) sick days in the proceeding 365 calendar days. A day of sick leave for such purposes shall be the employee's current rate of pay at time of termination or death or retirement from the department.
- G. Employees may use up to the equivalent of three (3) days of accrued compensatory time each year, as authorized under Section 701A of this agreement, for purposes authorized and as restricted under paragraph A of this Section; provided, however, that the employee has exhausted all sick leave benefits accrued under this Section.

SECTION 711 - MILITARY LEAVE

All employees who, by reason of membership in the Active Reserve Forces, of the United States or the Vermont National Guard, are ordered by the proper authority to full-time active duty or to attend full-time training activities, shall be entitled to leave of absence with pay during the actual duration of such activity, but not to exceed fifteen (15) consecutive days in any one (1) year. The amount of pay for such leave shall be determined by subtracting the amount of pay earned while on active duty from the amount of pay that the individual would normally earn for that period. If the amount earned while on active duty exceeds the amount normally earned for that period, the Town shall not provide any compensation for the active duty period. Military leave may not be taken as vacation leave. Weekend duty with the Active Reserve shall be on the employee's own time. If such employee is scheduled to work on a drill weekend, the employee shall make arrangements with the Police Chief.

SECTION 712 - BEREAVEMENT LEAVE

- A. Immediate Family - Employees shall be entitled to five (5) days of leave with pay in the event of death of an immediate family member. Immediate family members are hereby defined as: Parent, spouse, child, step-child, sibling, civil union partner or domestic partner.
- B. Extended Family - Employees shall be entitled to three (3) days of leave with pay in the event of the death of an extended family member. Extended family members are hereby defined as: Grandparent, parent-in-law, sibling-in-law or grandchild.

SECTION 713 - CIVIL DUTY OR JURY DUTY

All employees entitled to vote in national, state and municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Approval of such leave shall be given by the Police Chief.

Should any employee be called for jury duty within any state or federal judicial court, the Town shall pay to the employee the difference between the employee's actual salary and that received from the court.

SECTION 714 - UNPAID PERSONAL LEAVES OF ABSENCE

At the sole discretion of the Town an employee may be granted an unpaid personal leave of absence. All requests for said personal leave shall be submitted in writing to the Police Chief and Town Manager and shall set forth the purpose for which the leave is requested. When any personal leave of absence exceeds time worked or its equivalent in any month service credit for all benefits shall cease until active employment is resumed. At the sole discretion of the Town Manager, a leave of absence may be granted with or without benefits.

SECTION 715 - LIABILITY INSURANCE

The Town shall maintain professional liability insurance coverage for employees for five million dollars on the effective date of the Agreement (\$5,000,000).

SECTION 716 - POST RETIREMENT HEALTH INSURANCE

A. For retirees who are at least 55 years of age, and have a minimum of 20 years of full-time service with the Town, the Town shall allow such retirees to obtain medical insurance through the Town's group health insurance plan, and the Town shall help offset the cost of the retiree's premium by paying 55% of the premium cost and 55% of the deductible for the plan. The Town shall offer coverage to retirees, not family members or other individuals. This benefit shall be subject to the following conditions:

1. Prior to the effective date of retirement, a retiree must notify the Town in writing that he./she plans to obtain post retirement medical insurance through the Town, as set forth in this section.
2. The retiree shall be responsible for all co-pays and deductibles associated with the Town's insurance plan.
3. A retiree shall relinquish his/her right to this benefit when he/she becomes eligible for Medicare, or if he/she obtains, or becomes eligible for, similar comprehensive health insurance through another source.

B. For retirees who are at least 55 years of age, and have a minimum of five years of full time service with the Town, the Town shall allow such retirees to obtain medical insurance through the Town's group health insurance plan at the sole expense of the retiree. The Town shall offer coverage to retirees, not family members or other individuals. This benefit shall be subject to the following conditions:

1. Prior to the effective date of retirement, a retiree must notify the Town in writing that he/she plans to obtain post retirement medical insurance through the Town, as set forth in this section.
2. The retiree shall be responsible for all co-pays and deductibles associated with the Town's insurance plan.
3. A retiree shall relinquish his/her right to this benefit when he/she becomes eligible for Medicare, or if he/she obtains, or becomes eligible for, similar comprehensive health insurance through another source.

**ARTICLE VIII
PERSONNEL ACTIONS**

SECTION 801 - PROBATIONARY PERIOD

- A. Each police officer shall serve a twelve (12) month probationary period commencing with his or her most recent date of hire. The probationary period shall continue beyond the twelve months if the officer is not certified as a Vermont full-time law enforcement officer by the Criminal Justice Training Council pursuant to 20 VSA Sec. 2358 during that period.
- B. Each dispatcher shall serve a six (6) month probationary period commencing with his or her most recent date of hire.
- C. During this probationary period the employee's performance shall receive closer scrutiny and more frequent review. An employee who is discharged during this probationary period shall not have access to the grievance procedure provided within this Agreement.

SECTION 802- EMPLOYEE CONDUCT

- A. No employee shall engage in outside employment of any kind or character which would disparage the reputation of the Manchester Police Department. Further, any employee whose outside employment impairs his or her ability to perform assignments shall be the subject of disciplinary action.
- A. No employee shall solicit, receive or agree to receive any compensation, gift, reward or gratuity from any source except the Town of Manchester for any matter or proceeding connected with or related to the duties of such employee unless otherwise provided by law. The Union, as an organization, may, however, accept cash donations for its general fund.
- B. Each employee shall not use Town property or equipment for private use unless the Police Chief authorizes said use beforehand.
- C. An employee shall not disclose confidential information gained by him/her by reason of his/her official position except as authorized or required by law, nor shall an employee otherwise use such information for his/her personal gain or benefit.

SECTION 803 - DISCIPLINARY ACTION

- A. The parties agree that a system of progressive discipline shall be followed. Accordingly, the Town shall typically impose discipline, for just cause, in an increasing order of severity as follows:
 - 1. Written reprimand
 - 2. Suspension without pay
 - 3. Discharge

B. The progressive discipline procedure of this Section notwithstanding, the parties recognize that where appropriate the progressive discipline procedure may be bypassed, for just cause, and discipline applied in differing degrees.

C. The following are grounds for immediate suspension or discharge:

1. Neglect of duty
2. Misconduct
3. Insubordination
4. Conviction of a felony or serious misdemeanor
5. Conduct which places in jeopardy the life or health of other employees or the public

Suspension shall be without pay to a maximum of thirty (30) days. The foregoing notwithstanding, the parties recognize that the Town may exercise its discretion to refrain from imposing a suspension or discharge for said offense when it deems appropriate.

D. If the time period between a past written reprimand and any new offense exceeds two years, said former written reprimand shall not be considered in the system of progressive discipline.

E. Disciplinary action taken under this section shall be actionable exclusively pursuant to the grievance procedure of this Agreement. Disciplinary action taken by the Town shall be tendered in private.

F. An employee shall be allowed to have a Union representative present when disciplinary action is taken.

G. The Town may suspend, with pay and benefits, an employee who is arrested for or charged with a felony.

SECTION 803A – LETTER OF COUNSELING

Notwithstanding Section 803, the Police Chief, Lieutenant, Sergeant, or Corporal may issue a letter of counseling to subordinate employees for minor disciplinary matters. Letters of counseling may be placed in the employees personnel file. The letter of counseling will be removed from the file after ninety days provided the corrective action specified in the letter has been completed.

SECTION 803B – PERFORMANCE NOTICES

The Chief of Police and subject to the approval of the Chief of Police, the Lieutenant and Sergeant may issue Performance Notices to employees as further authorized in Section 610 of this agreement. Performance Notices shall be filed in the employee's personnel file and uses for the purposes of discipline, evaluations and promotions.

SECTION 804 - GRIEVANCE PROCEDURE

- A. A grievance shall be construed for the purpose of this contract to mean a claim or dispute involving the application, meaning, or interpretation of any portion (except Section 107) of this contract. Any matter not a specific part of this contract shall under no conditions be considered a valid cause for grievance. An employee or the Union may institute a grievance. The party instituting the grievance shall be referred to as the "grievant."
- B. All time limits contained in the grievance procedures shall consist of calendar days. Failure by a grievant to adhere to a specified time period shall render the grievance null and void. Failure of the appropriate Management party to render a decision within the specified time shall cause a grievance to advance to the next step in the procedure.
- C. Nothing within these procedures shall be construed as limiting any member of the Union from discussing a dispute informally with his/her immediate supervisor before filing a formal grievance. Should such informal process fail to resolve the grievance, then a formal filing may be made in accordance with the following procedures:

Step 1. The grievant shall take up the grievance by filing a claim in writing, stating the problem being grieved, applicable times and dates and other pertinent facts. Said claim shall expressly set forth the specific section(s) of the contract on which the grievance is based and state the redress being sought to satisfy the grievance. Said statements (claims) shall be filed with the Chief within ten (10) days of the occurrence which gave rise to the grievance. The Police Chief shall then meet with the grievant within ten (10) days to attempt to adjust the matter. The Police Chief shall reply to the grievant, in writing, within ten (10) days of said meeting.

Step 2. If the grievance is not resolved at Step 1, the grievant shall file a copy of the grievance (as filed with the Police Chief) with the Town Manager within ten (10) days of the Chief's written answer. The grievant shall indicate his reason for dissatisfaction with the Chief's decision. The Town Manager or his designee shall meet with the grievant within ten (10) days of receipt of the grievance and shall render a written decision within ten (10) days thereafter.

Step 3. If the grievance is not resolved at Step 2, the Union may, within ten (10) days of receiving the Step 2 decision, demand binding arbitration of the grievance. Such demand shall be in writing and shall be delivered by certified mail to the Manager. The arbitrator shall be determined by mutual agreement between the Town and the Union. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of the demand for arbitration, the grievance shall be submitted to the Federal Mediation and Conciliation Service. If arbitration is not demanded within the time period set forth herein, the grievance shall be deemed null and void.

- D. The expenses of the arbitrator's services shall be shared equally by the Town and the Union; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitration hearing, said party shall bear the full cost of said transcript. Should both parties desire transcripts, the cost of providing same shall be divided equally between the parties.
- E. The arbitrator's decision shall be binding pursuant to 12 VSA, Chapter 192, however, his/her authority shall be limited to interpreting and applying the express written provisions of this Agreement and he/she shall have no power to add to or subtract from, alter or modify any of said provisions. The arbitrator shall be limited to the issues raised by the parties. The arbitrator shall not make an award for retroactive payment of funds in any case for a period of more than thirty (30) days prior to the date the grievance was initiated at step one of the procedure herein.
- F. A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing a binding precedent.
- G. The Union shall be provided a copy of each grievance instituted and any written response provided under paragraph C of this Section. At each step of this grievance procedure an employee shall be entitled to Union representation.

SECTION 805 - PERSONNEL FILES

No adverse information shall be placed in an employee's personnel file unless the employee is so informed at the time and is furnished with a copy. An employee shall have the right to submit written comments to be included in their personnel file or to grieve any adverse information.

An employee or outside party with written authorization from the employee shall have the right to inspect her/his personnel file during normal business hours, by appointment with the custodian of the files.

The Town, including the Police Chief, shall maintain only one personnel file. Notwithstanding this, all HIPPA information may be kept in a separate locked file in the Human Resources or Town Manager's office.

SECTION 806 - INVESTIGATOR

The position of Investigator shall be an assignment made by the Police Chief.

The Investigator shall be paid at the same classification and step that he or she held before becoming Investigator.

SECTION 807 - PROMOTIONAL VACANCIES

Whenever a sergeant or corporal position is vacant said position shall be posted for a period of ten (10) working days and all bargaining unit applicants shall be interviewed prior to the solicitation of non-bargaining unit candidates. In the event that an employee is on vacation or sick leave during the aforementioned ten day period, the Chief of Police will ensure that the vacancy information is provided to said employee by other appropriate means.

**ARTICLE IX
ARBITRATION**

ACKNOWLEDGMENT OF ARBITRATION

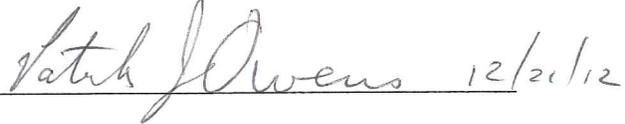
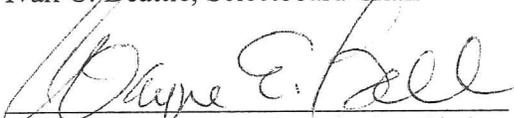
The Town of Manchester, Vermont and the Manchester Police Chapter of AFSCME Local 490 understand that this agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

TOWN OF MANCHESTER

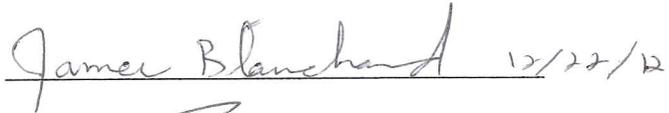
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 93, LOCAL 490,
MANCHESTER POLICE CHAPTER UNIT
REPRESENTATIVES



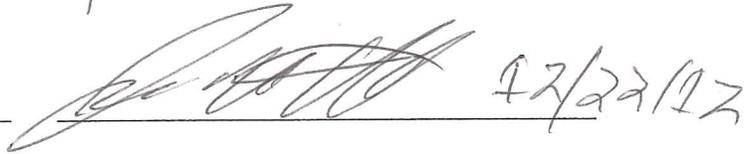
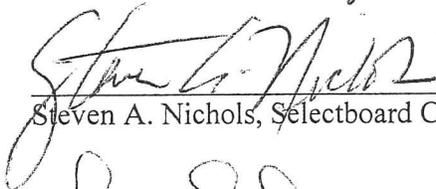
Ivan C. Beattie, Selectboard Chair

 12/20/12

Wayne E. Bell, Selectboard Vice-Chair

 12/22/12

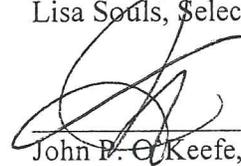
Carol M. Lattuga, Selectboard

 12/22/12

Steven A. Nichols, Selectboard Clerk



Lisa Souls, Selectboard

 12/14/12
AFSCME Bargaining Agent

John P. O'Keefe, Town Manager

10-16-12
Date

Date

MEMORANDUM OF UNDERSTANDING

The collective bargaining agreement for the period July 1, 2012 to June 30, 2016 between the Town of Manchester and AFSCME, AFL-CIO, Council 93, Local 490, Manchester Police Chapter Unit is hereby amended as follows:

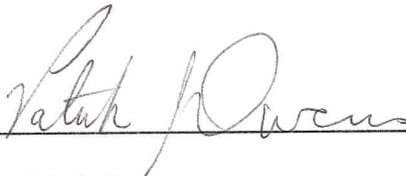
1. The cost of living adjustment in Section 601 shall be based on Title 21, Chapter 5, Section 384, as calculated by the U.S. Department of Labor and published by the Vermont Department of Labor.
2. Section 605A, page 22 is hereby amended by striking out the words "twenty (20) minutes" and inserting in place thereof the following: "*twenty-five (25) minutes*"
3. Section 701A, page 31, line 6, is hereby amended by striking the words "48 hours" and inserting in place thereof the following: "*regular scheduled hours*"

Approved:



John P. O'Keefe

Town Manager, Manchester, VT



Patrick J. Owens

AFSCME, AFL-CIO, Council 93, Local 490,
Manchester Police Chapter Unit

Date:

1-2-13

Date:

1/02/13

MEMORANDUM OF UNDERSTANDING

Whereas, the Town of Manchester, Vermont and AFSCME Local 490, Manchester Police Employee's Union must comply with Vermont Statute requiring all employees of employers of fifty or fewer to purchase health insurance through Vermont Health Connect; and,

Whereas, the parties agree to transition to Vermont Health Connect with the intent of keeping the level of health benefits as close as possible to the current level of benefits; and,

Whereas, the parties agree to keep the costs associated with the Town providing health benefits and the out of pocket maximums employees are exposed to as close to *status quo* as possible;

Therefore, be it resolved that Article 7, Section 704, paragraph A of the collective bargaining agreement shall be amended as follows:

“Notwithstanding paragraph C of this section, beginning on January 1, 2014 through December 31, 2014, the Town shall provide insurance through Blue Cross/Blue Shield, through direct enrollment, and shall provide employees access to the Platinum Plan or the Silver High Deductible Plan.

The Town shall pay for premiums up to the following monthly health care caps for calendar years 2014, 2015 and 2016 (through June 30, 2016):

Plan	2014 Cap	2015 Cap	2016 Cap
Single	611.93	630.29	649.20
Couple	1,223.86	1,260.57	1,298.39
Parent and Child(ren)	1,181.02	1,216.45	1,252.94
Family	1,719.52	1,771.11	1,824.24

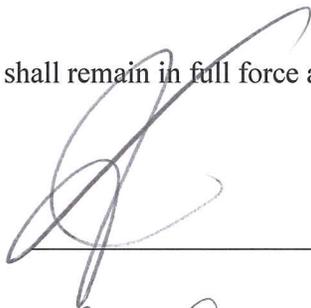
Health care caps are based on calendar years, from January 1 to December 31 of each year. Any premium costs over the health care cap shall be recovered monthly through payroll deduction.

Notwithstanding paragraph C of this section, on January 1, 2015, and through June 30, 2016, the Town shall contribute on behalf of employees covered under this agreement an amount up to the health care cap indicated in the chart above for any plan that an employee chooses through Vermont Health Connect.

In the event that an employee chooses the Silver High Deductible Plan in 2014 or any Health Care Savings Account eligible plan in 2015 or 2016, the Town shall contribute the difference between the health care cap and the premium amount into an employee owned Health Care Savings Account (HSA). Such HSA contribution shall be made quarterly, on or around January 1, April 1, July 1, and October 1 each year. In no event shall these contributions exceed 90% of the maximum contribution allowed by IRS regulations.”

All other provisions of Section 704 shall remain in full force and effect.

For the Town of Manchester VT:



Date

12-9-13

For AFSCME Local 490:



Date

12/09/13