

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CITY OF SOUTH BURLINGTON**

**AND**

**SOUTH BURLINGTON POLICE OFFICERS' ASSOCIATION**

**July 1, 2021 - June 30, 2022**

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This Agreement made and entered into between the City of South Burlington, Vermont, hereinafter referred to as the "City" and South Burlington Police Officers' Association, hereinafter referred to as "SBPOA" or the "Union".

#### **WITNESSETH**

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

**WHEREAS** the participation of employees in the collective bargaining process contributes to the effective conduct of public business and Police Administration and;

**WHEREAS** the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and agreements, herein contained, the parties mutually agree as follows:

#### **ARTICLE I RECOGNITION AND UNIT DESCRIPTION**

**SECTION 1:** The City recognizes the SBPOA as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment. The Collective Bargaining Unit is defined in Orders of Certification dated July 16, 1979, January 17, 1989, and February 17, 1995, issued by the Vermont Labor Relations Board in Docket Nos. 78-99R, 88-2 and 94-36, respectively.

**SECTION 2:** It is understood by the parties hereto, that the SBPOA shall act as exclusive bargaining agent for Police Officers after six (6) months (the probationary period for employment shall remain one (1) year); and shall include uniformed and non-uniformed Officers below the rank of Lieutenant; full-time dispatchers; the records secretary and the assistant records secretary.

**SECTION 3:** The Municipal Employer and the SBPOA agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sexual orientation, or age.

#### **ARTICLE II MANAGEMENT'S RIGHTS**

**SECTION 1:** Except as specifically limited by an express provision of this Agreement, the City reserves and retains all rights granted by law, including the City's Charter as it existed on March 19, 2018, and customarily belonging to or exercised by public management. Such rights include but are not limited to the following:

1. To determine the mission, budget, and policy of the Police Department.
2. To determine the organization of the Department, the number of employees, the work functions, and the technology for performing them;
3. To determine the numbers, types, and ranks of positions of employees assigned to a work project, tour of duty, or to any location, task, vehicle, building, stations on, or patrol route on such tour of duty;
4. To determine the methods, means and personnel by which the Department operations are to be carried on;
5. To manage and direct employees of the Department;
6. To maintain and improve orderly procedures and the efficiency of operations;
7. To hire, promote, and assign employees;
8. To transfer, temporarily reassign, or detail employees to other shifts or other duties;
9. To determine the equipment to be used in the performance of duty, provided such equipment is police rated and tested, and to determine uniforms to be worn in the performance of duty;
10. To determine the policies affecting the firing, promotion, and retention of employees, consistent with the specific provisions of this Agreement;
11. To establish qualifications for ability to perform work, including mental health qualifications;
12. To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned; and
13. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

**SECTION 2:** Other provisions of this Agreement notwithstanding, the City retains as a management right under this Agreement the right to establish, and from time to time, increase

or decrease, on a temporary or permanent basis, the number of employees employed in the Police Department. The City may accomplish such increases or decreases on either a temporary or permanent basis by:

1. hiring new employees to increase the number of employees;
2. not hiring a new employee on the departure of a current employee from the Department to decrease the number of employees; or
3. laying off a current employee in accordance with the reduction in force (RIF) provisions in Article XXII, Section 12 of this Agreement to decrease the number of employees.

**SECTION 3:** Other provisions of this Agreement notwithstanding, the City retains as a management right under this Agreement the right to establish, and from time to time, increase or decrease, on a temporary or permanent basis, the number of police officers employed in the Police Department who hold any rank above the rank of patrol officer. The City may accomplish such increases or decreases on either a temporary or permanent basis by:

1. promoting police officers within the Department to increase the number of officers holding a particular rank; or
2. not promoting a police officer upon the departure of an officer holding a rank above patrol officer from the Department to decrease the number of officers holding a particular rank, provided that this shall not prevent the promotion of a patrol officer to corporal pursuant to Article XII, Section 14 of this Agreement.

The City shall not implement a reduction of the number of officers holding a rank above patrol officer by reducing the rank of an incumbent officer, except where such reduction in rank is imposed as a disciplinary sanction.

**SECTION 4:** Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of the Agreement. The failure to exercise any management rights shall not be deemed a waiver. If reasonably possible, prior to the exercise of any management right under this Article, the Chief of Police shall provide the SBPOA written notice of such intended exercise of a claimed management right. The SBPOA shall be entitled to file a grievance in accordance with the Agreement to obtain a determination whether the requested exercise of a management right is within the scope of any provision of the Agreement.

### **ARTICLE III EMPLOYEES' RIGHTS**

**SECTION 1:** Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the SBPOA.

**SECTION 2:** Any employee who is eligible to join the SBPOA shall have the free choice of doing so, and shall not be discriminated against because of his/her choice.

**SECTION 3:** SBPOA officers and steward (not to exceed two (2)), shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settle complaints or grievances, provided that he/she shall request permission from the Chief or his/her designee. Permission will not be withheld arbitrarily.

**SECTION 4:**

a. Duties of the SBPOA bargaining committee shall be arranged so that they may attend collective bargaining negotiations without loss of pay.

b. Not more than four (4) SBPOA officers shall be granted leave not to exceed two (2) hours each month to attend one monthly meeting of the Union, provided advance permission is granted by the Chief or his/her designee. Permission will not be withheld arbitrarily.

**SECTION 5:** SENIORITY shall be defined as:

a. DEPARTMENT SENIORITY: Length of time of continuous full time service as an employee of the Police Department starting with the first day of work.

b. BARGAINING UNIT SENIORITY: Length of full time service in the Police Department as a member of the Bargaining Unit and including the probationary period. An employee who is transferred or promoted out of the Bargaining Unit will continue to accrue Departmental Seniority. The employee's Bargaining Unit Seniority will continue to accrue during his/her promotional probationary period. An employee who is promoted to a position outside the bargaining unit and subsequently returns to a position within the bargaining unit shall retain all bargaining unit seniority held prior to his/her promotion, and any seniority accrued during the probationary period. Leaves of absence granted by the City shall be considered as part of an employee's continuous service, not to exceed one (1) year.

**SECTION 6:** Departmental Seniority will be used in determining salary placement and promotions. Bargaining Unit Seniority will be used with regard to holidays, overtime, off-duty work, and layoffs. One-half (1/2) of all vacation time will be allocated on Bargaining Unit Seniority basis, the remaining one-half (1/2) on a first come, first served basis. Bargaining Unit Seniority shall be considered as an important factor with regard to duty assignments, days off, and other aspects of work.

**SECTION 7:** The City will post a Departmental Seniority list and a Bargaining Unit Seniority list

in the Police Station no later than August 1st of each year. The seniority lists will be determined by the criteria outlined in Section 5 of this Article. It should be the responsibility of the bargaining Unit, not the City, to determine its own seniority list and to post it.

**SECTION 8:** Bargaining Unit Members will not be required to perform duties or participate in activities for which they are not properly trained, equipped and outfitted. The City shall provide each member reasonable opportunity for participation in training to acquire or maintain certifications required by the Vermont Criminal Justice Training Council to perform duties assigned such member. Such training shall be provided at City expense.

**SECTION 9: EMPLOYEES' BILL OF RIGHTS**

To ensure that internal investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Police Department, the City shall adhere to the following rules:

1. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty and during the daylight hours, unless the exigencies of the investigation dictate otherwise.
2. The interview shall take place at a location designated by the investigating Officer, usually at the Police Station.
3. The employee shall be informed of the name and rank of the Officer in charge of the investigation, as well as the name and rank of the investigating Officer and the identity of all persons present during the interview.
4. The employee shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the employee of the allegations shall be provided. If it is known that the employee being interviewed is a witness only, they shall be so informed.
5. The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
6. The employee shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating Officer from informing the employee that their conduct can become the subject of disciplinary action resulting in disciplinary punishment.
7. In all cases where the employee is to be interviewed concerning an alleged

violation of Police Department general orders or rules which, if proven, may result in their dismissal from the Department or other disciplinary action more severe than a verbal reprimand, they shall be afforded a reasonable opportunity and facilities to contact and consult privately with a SBPOA representative and/or an attorney of their choosing. The attorney may be present during the interview, but may not participate in the interview except to counsel the employee.

8. If the employee is under arrest or under investigation for an alleged violation of State law or City Ordinances, they shall be given their rights under the Miranda decision and all other Constitutional guarantees normally due any criminal suspect. However, if the investigation is to be conducted by the State's Attorney or their designee or any other outside agency, the City cannot guarantee that the other provisions of this document will be upheld.

9. The employee shall be given an exact copy of any written statement they may make, or if the questioning is recorded, the employee shall be given a copy of such recording or transcript if requested.

10. An employee shall have a right to refuse to answer questions concerning a non-criminal matter involving another member of the Department unless assured by the City that the information provided will be kept strictly confidential. The City shall adopt and enforce a disciplinary rule substantially as follows (except as provided for in this document). An employee shall not in any way interfere with or attempt to influence an internal investigation. An employee shall not threaten or in any way retaliate against another employee who cooperates with and assists the conduct of an internal investigation.

This provision shall not be construed as precluding the City from instituting any appropriate disciplinary or other action against any officer based upon information obtained through the employee's cooperation.

11. No employee shall be ordered to submit to a polygraph (lie-detector) test for any reason. Such test may be given only at the request or with the consent of the employee.

12. No employee shall be ordered to submit to a blood test, breath test or any other test to determine the percentage of alcohol in the blood. Such test may be given only at the request, or with the consent of the employee. If an employee refuses such a test, they will be presumed to be under the influence of alcohol in violation of General Order, specifically prohibited conduct. If an employee refuses a test or is otherwise found to be under the influence of intoxicants they will be placed on sick leave for that shift, pending further action.

13. An officer will be entitled to recorded statements, copies of written statements, letters and other written documentation from any witness related to the internal investigation, excluding the finding of fact and opinions of the investigating officer, prior to the completion of an internal investigation so that the particular officer would have an opportunity to respond to

the statements.

14. An officer will be entitled to request a report on the status of an investigation involving the officer once every thirty (30) days. The Department shall provide such report within three (3) working days of such request. The report must only indicate when the Department anticipates completing its investigation.

15. The provisions of this Agreement shall control over provisions of any Police Department General Order dealing with internal investigations to the extent such General Order is inconsistent with this Agreement.

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

**SECTION 10:** Anonymous complaints can be difficult to investigate however, it is incumbent on the agency to carefully review each complaint for validity before disregarding it for lack of credibility.

**SECTION 11:** No complaint shall rise to the level of an internal investigation by the department unless the complainant files said complaint utilizing appropriate forms and provides with such forms, a sworn affidavit describing the complaint. This complaint should include the details and evidence supporting any allegation of wrongdoing or inappropriate conduct. Complainants should be advised at the time of filing, that false swearing or filing a false report can result in charges being brought against the complainant.

The City recognizes the employees concerns with the potential impact of false claims of misconduct on their professional careers. The Association recognizes the City's valid concern with insuring that employee conduct is proper and ethical. Therefore, the following procedure is established for the investigation of non-criminal complaints where the complainant wishes to remain anonymous:

If the City receives an anonymous complaint about the actions of an employee, a committee of three individuals will evaluate the complaint. The committee will consist of a representative of the Chief of Police, an Association representative and a third party selected jointly by the other two members. The committee will do an initial review of the complaint and decide if a full internal should proceed. If the internal proceeds, the Chief of Police will contact the complainant and explain that the Chief needs the complainants name for the investigation to continue, but the name will be held confidential as described below.

Following the internal investigation, if the Chief decides the complaint is upheld, or if the complaint is considered denied, but the complaint is deemed to have been a reasonable inquiry, the name will remain anonymous. If the complaint has been is found to be without

merit and defaming to a particular employee or employees, the Chief shall notify the complainant that he is releasing the name to the employee(s).

Other than some minor and largely non-substantive edits, the above bill of rights was drafted prior to the enactment of Act 56. Nothing in the above shall be read to conflict with this Act or any subsequent legislation regarding IA reporting and required process.

#### **ARTICLE IV PRIOR BENEFITS AND PRESERVATION OF RIGHTS**

This Agreement embodies the full and complete understanding of the parties as to the terms and conditions of the employment covered by this Agreement. However, the parties acknowledge that there may be practices which have been employed in the past or are presently observed within the Department which were not previously discussed or considered during the development of this Agreement. To the extent that any of these practices are inconsistent with the terms of the Agreement, the terms of this Agreement shall control regardless of whether either party to this Agreement was aware of such practices at the time this Agreement was executed.

#### **ARTICLE V STABILITY OF AGREEMENT**

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

**SECTION 2:** Any portion of the Agreement found to be in conflict with any Statute will be null and void. However, all other provisions of this Agreement will remain in effect.

**SECTION 3:** To provide a clear understanding of the contents of this Agreement, it shall be posted on the police department's computer server. Master copies of the Agreement will be held by the City Manager and the SBPOA President. Any amendments to the Agreement will be distributed under the same conditions.

**SECTION 4:** Laws, ordinances, and regulations are constantly changing; no single document can possibly include provisions for all situations. The S.B.P.O.A. and City supports and agrees to abide by current federal, state, and local laws; along with the City and departmental rules and regulations, including, but not limited to the following:

- Drug Free Workplace
- Harassment in the Workplace
- Use of Excessive Force
- Sexual Harassment

Equal Opportunity

**ARTICLE VI  
UNION OFFICERS**

The Union agrees to provide an up-to-date list of its officers to the Police Chief and the City Manager annually by January 1st and should an officer position be altered during the year, SBPOA will notify Police Chief and City Manager within 30 days.

**ARTICLE VII  
UNION DUES**

The City agrees to deduct such Union dues as are determined by the SBPOA from each employee signing a dues deduction authorization form supplied by the Union. Said deductions will be remitted weekly by the City to the account designated in writing by the Union. A list of members having dues deducted will be forwarded to the Union prior to August 1, each year. This Article will not be subject to the grievance and arbitration procedures if weekly remittances are not made due to errors in bookkeeping or the lack of manpower resulting from uncontrollable circumstances.

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

**ARTICLE VIII  
HOURS OF WORK**

**SECTION 1:** The routine work week for employees assigned to Prevention Services shall be as follows:

- a. Forty hours per week.
- b. The schedule for Prevention Services employees and dispatchers shall provide at least two (2) consecutive 24-hour periods within the work week without routinely scheduled work, however, the schedule for prevention services employees may provide for 1 day-off periods once within a calendar quarter.

**SECTION 2:** Shift Selection/Rotation

1. Police Officers working in uniform working a rotating schedule shall have their shift assignment rotated at least every 52 weeks.

2. Uniformed police officers working a fixed shift shall have the right to bid or choose their shift by Bargaining Unit seniority, provided such shift selection maintains the customary supervisory/patrol officer structure of each shift. Shift bidding will occur annually during the month of April to be implemented on July 1<sup>st</sup>.

3. Dispatchers shall have the right to bid or choose their shift by Bargaining Unit seniority, provided such shift selection maintains the customary structure of each shift. Shift bidding will occur annually during the month of April to be implemented on July 1<sup>st</sup>. Dispatchers will be scheduled for 40 hours per week.

A bargaining unit member who leaves a rotational position and returns to patrol will be assigned to the shift vacated by the bargaining unit member filling the rotational position and may not force any other bargaining unit member to change their shift, regardless of seniority. At the next shift bidding, the bargaining unit member may bid normally for a shift assignment.

Nothing above shall prevent bargaining unit members from voluntarily changing shifts outside the bidding structure as long as both members agree and the change is approved by the Chief or his/her designee. Once a voluntary switch is made, it shall be considered as if the shifts were bid in that manner and neither bargaining unit member may force the other to change the shifts back to the original position.

4. Any officers mutually wishing to swap shifts may do so, provided such shift selection maintains the customary supervisory/patrol officer structure of each shift.

a. The Prevention Services schedule shall be posted at least 6 weeks in advance, and shall specify the reporting time for each employee.

b. The Police Chief, at his/her discretion, may establish a specific reporting time for an individual officer assigned to a particular shift which may be thirty minutes earlier than or thirty minutes later than the established starting time for the shift.

c. If the work schedule of an employee working a fixed shift is changed to enable the employee to attend training, such employee shall be offered the first opportunity to work any resulting overtime, Article IX, Section 6 notwithstanding.

d. Schedules shall not be changed by the City to avoid the payment of overtime.

**SECTION 3:** Notwithstanding the provisions of Section 1(b) above, the Department may schedule up to three officers in the patrol division to work specific hours on specific days without rotation. Officers will be selected on a volunteer basis with preference given to those

officers with greatest departmental seniority. Assignments under this section shall not be for a period longer than six months. The Chief or designee shall confer with Union representative regarding any proposed schedule change 30 days before implementing such changes.

**SECTION 4:**

The K-9 assignment is a specialized assignment and therefore has several responsibilities and aspects that are not normally part of prevention services. A police officer assigned responsibility for a police dog shall be:

- (a) Compensated for 45 minutes per work day for providing such care. The City may, as its option, reduce the length of any shift worked by such officer by 45 minutes per work day, in lieu of providing overtime compensation for the care of the assigned police dog;
- (b) Expected to work a distinctive schedule to optimize the K-9 team's availability and value to the patrol force. Such schedule, will require a shift start time between 1 and 5 p.m. and the length of the shift will be the same as a patrol officer. Any change in such schedule will not be arbitrary and capricious nor for the purpose of avoiding the payment of overtime;
- (c) Responsible to schedule pre-planned events, routine training and veterinary visits during their regular shift or through an adjustment to the shift to accommodate the aforementioned. The parties agree that such adjustments are permissible.
- (d) Routine training includes participation in the Vermont Criminal Justice Training Council's K-9 basic and in-service training as specified by the Council.

Hours worked in excess of 40 per week (including canine care) will be paid at time and one-half.

**SECTION 5:** The routine work schedule for the records secretary and the assistant records secretary shall be 40 hours per week, scheduled Monday through Friday.

**ARTICLE IX  
OVERTIME**

**SECTION 1:** For purposes of this Agreement the following terms shall be defined as follows:

- a. Work period: same as work week.
- b. Work week: a seven day period which, unless otherwise provided herein, will begin at 0600 hours on Monday and will end on 0600 hours on the next succeeding Monday, for work

periods equaling 40 hours exactly. The schedule for sergeants shall be from 0530 hours on Monday to 0530 hours the next succeeding Monday. All other work periods are as scheduled not to exceed 28 consecutive days. Hours for shifts that begin in one pay period shall be paid in that pay period.

c. Overtime: hours worked, as defined below, in excess of 40 hours in a work week.

d. Regular rate of pay: an hourly rate based upon the salary paid the officer, including items required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for a single work week divided by 40 hours.

e. Hours worked: hours spent as an employee of the South Burlington Police Department providing services to the Department. Hours worked shall include time spent in Departmental matters and the four hours awarded employees in call-back situations as described in Section 4 of this Article. Hours worked shall also include training time, Court time, compensatory time, annual vacation, sick time, bereavement leave, and personal leave.

**SECTION 2:** Overtime will be paid at the rate of one and one half times an employee's regular rate of pay.

**SECTION 3:** Employees shall have the option of accepting compensatory time at the rate of one and one half hours for each hour of overtime work, subject to the conditions stated below, Compensatory time may be accumulated with a maximum of 240 hours. The employee may request to use his/her compensatory time of one day or more with at least one week advance notice. The department may deny the use of compensatory time for just cause, which shall include, among other factors, low manpower. If two employees with equal Bargaining Unit seniority request the same time off, and only one can have it, the employee submitting the request first shall be the one to receive time off.

Starting in December 2019, and annually thereafter, during the period of December 1 and December 15 prior to the start of the next calendar year, an employee may elect to automatically receive up to 80 hours of compensatory time in lieu of overtime earned in the next calendar year. Any overtime worked after an employee has 80 hours of compensatory time earned in that calendar year will be paid out as overtime. No employee may carry over more than 240 compensatory hours from one calendar year to the next. Any compensatory hours over 240 in an employee's bank will be cashed out at their then current rate of pay in the last pay period of the calendar year.

**SECTION 4:**

a. If an employee is called back to work after his or her tour of duty has terminated or before his or her next regular tour of duty, the employee shall be awarded no less than four hours worked. This policy shall be applicable to all call back situations, except for annual

training needed to meet state certification standards and departmental meetings. Notwithstanding for the foregoing, any call back or call in which occurs within 15 minutes immediately prior to or after a shift shall be treated as overtime based on time worked.

b. If an employee is contacted by phone while not on duty to discuss matters relating to the Department, the employee shall be entitled to compensation for the time required by such call with minimum compensation for at least one hour, provided:

1. The call was authorized by the shift commander on duty; and
2. a record of the call is recorded in the Department dispatch log; and
3. the call required more than a ten minute conversation.

**SECTION 5:** All SBPD detectives, including those assigned to CUSI, shall be eligible for on-call pay in the amount of \$200 per week (in addition to any pay for time actually worked during that period) for each week they are scheduled to be on call. Detectives on call are expected to be fit for duty, available by phone immediately and able to respond to a scene in a timely manner during the on-call period.

**SECTION 6:**

a. In order to insure the equal distribution of scheduled overtime work, all scheduled overtime will be assigned on the basis of Bargaining Unit Seniority within the Department. A separate Bargaining Unit Seniority list will be posted for Sergeants and other employees indicating the distribution of past overtime worked or declined and the next eligible name.

b. It shall be considered scheduled overtime if an employee calls in sick at least four (4) hours prior to the start of the scheduled shift and replacements work the shift, with replacements to be determined by the seniority list. A sick call of less than four (4) hours notice will be considered an emergency with resulting emergency overtime, with replacement selection at the discretion of the Shift Commander.

**SECTION 7:** Except in emergencies, an employee may decline the offer of overtime work. In declining scheduled overtime work, the employee forfeits his/her right to scheduled overtime work until his/her name is again reached in order of seniority.

**SECTION 8:** If an employee's name is next on the list for scheduled overtime work but the employee is scheduled for a regular work shift at that time, he/she will not forfeit his/her place on the list. The scheduled overtime will be offered to the next employee(s) on the list with the next opportunity for scheduled overtime being offered to the employee with the conflict described above. Section 11 will also apply when the employee cannot be contacted when off duty.

Employees ordered to work overtime that has been posted, but not filled 7 days prior to the

date overtime is needed, shall receive twice their regular rate of pay.

Notification of an employee to be ordered in for shift coverage, except emergencies, for less than two weeks notice, shall not be done by electronic communication, leaving a message on an answering machine or voice mail. Notification shall be made in person or by telephone.

**SECTION 9:**

a. Bargaining Unit work will be offered to Bargaining Unit members before being offered to anyone else.

b. Overtime work to fill dispatch positions shall first be offered to full time dispatchers, and then to part time dispatchers and then to dispatch certified police officers.

**SECTION 10:** Scheduled overtime shall mean overtime that occurs due to the lack of manpower for a shift assignment.

**SECTION 11:** In the absence of a Sergeant to serve as Shift Commander, and in the event the City deems it necessary to designate a "temporary shift commander", an employee may be designated as the "temporary shift commander". The offer will be made to the most senior Police Officer, unless the senior most person declines the position, in which case the offer will be made to the next most senior employee, etc.

**SECTION 12:** In the event the Department is informed in writing that a Sergeant will be absent on a long term basis, (i.e. longer than one month), an acting Sergeant will be appointed by the Chief of Police or his/her designee.

The determination of the need for and the appointment of an acting Sergeant shall be at the sole discretion of the Chief of Police.

Any police officer may apply for the position of acting Sergeant. The process shall be similar to that of a rotational position. The officer shall submit a letter of intent to the Chief or his/her designee.

Those who apply shall receive an oral board evaluation consisting of two union representatives and two management representatives. The results of the oral board will be forwarded to the Chief of Police for his consideration.

**SECTION 13:** If the City chooses to designate a "temporary shift commander" from the non-supervisory members already scheduled to work that shift, the City will select a replacement for any vacant position from the employee overtime list. The temporary shift commander will be the senior most officer on duty.

**SECTION 14:** A non-supervisory member working overtime either as a "temporary shift commander" or as a replacement for another non-supervisory member serving as "temporary shift commander", and who was taken out of order from the seniority overtime list rotation, will lose a turn in the rotation for each time used out of order.

**SECTION 15:** All Bargaining Unit members have the right to refuse overtime work in the situations described in Section 13 and 14 above, except in an emergency. Refusal of the overtime work will not result in the loss of position in the seniority overtime list rotation.

**SECTION 16:** An employee of the department may request the employee to work hours other than those for which the employee is scheduled, in lieu of working the hours for which the employee is scheduled. Upon mutual agreement of the employee and the Department, the employee shall work the hours mutually agreed to.

## **ARTICLE X PAY SCHEDULES**

### **SECTION 1:**

Wages: A wage plan for sworn officers and corporals, consisting of 20 annual steps, and sergeants consisting of 5 annual steps, is attached hereto as Appendix A. Each officer will receive their next step on the wage scale as of July 1, 2021. The wage scale reflects a Cost Of Living Increase (COLA) increase of 0.6 percent for this 1-year contract.

A wage plan for civilian employees, consisting of 25 annual steps, is attached hereto as Appendix A-2. The specific wages for civilian employees for the duration of this contract, which includes their next step on the wage scale as of July 1, 2021, are attached hereto as Appendix A-3.

All employees shall be eligible to move to the next higher step on the wage plan effective July 1 of each year consistent with past practice. All Payments for time worked shall be by direct deposit to a banking institution accepting ACH/wire deposits. All payment for time worked shall be paid on a bi-weekly basis effective July 1, 2019.

The City agrees that once an error in excess of \$50 is discovered and both parties agree to the amount of the error, if the City owes the employee funds, the City will reimburse the employee the amount of the error within 5 business days. If the employee owes the City funds, the City will negotiate a reasonable repayment plan with the employee not to exceed within one year.

The City agrees that it will look back no more than 360 days from the date of discovery of the error as to funds owed by the employee.

**SECTION 2:** Employees assigned to a higher rank for a minimum of two (2) hours shall receive a 7% increase in salary while occupying such position.

**SECTION 3:** Any patrol division officer temporarily assigned to the criminal investigation division shall receive pay and overtime pay in accordance with the standards applicable to the criminal investigation division.

**SECTION 4:** Any bargaining unit member who works the evening patrol shift shall be paid shift differential pay at the rate of \$1.25 per hour for the entire shift. Any bargaining unit member who works the midnight patrol shift shall be paid shift differential pay at the rate of \$1.50 per hour for the entire shift.

If a Bargaining Unit member works overtime during the shifts set forth in this section, that member shall be entitled to his/her overtime pay and the shift differential in accordance with the hours that the member actually worked.

This provision is not intended for bargaining unit members who work a fixed, permanent day shift schedule. It is intended to provide compensation to those bargaining unit members on off-shifts for the inconvenience those shifts impose. Should the starting or ending times of any of the shifts change so much as to make this section unreasonable, the City and SBPOA agree to reopen the Agreement for the limited purpose of reconsidering these provisions.

**SECTION 5:** Any Union Member, who has specialized training and certification in areas that are specific to the training of other members of the South Burlington Police Department shall receive one hour's pay at the rate of time and one half for each day that they are training others, provided that the training is at least four hours in duration, which includes time spent doing end of shift evaluation documents. This shall not include training that is performed for others at the Vermont Police Academy.

## **ARTICLE XI HOLIDAYS**

**SECTION 1:** The holidays observed by the City Police Department are as follows:

### TWELVE (12) LISTED HOLIDAYS

- New Year's Day
- Presidents' Day
- Town Meeting Day
- Memorial Day
- Independence Day
- Bennington Battle Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Personal Holiday

Note: members of the C.I.S. division, Office of Professional Standards, and the records clerks may choose to observe Columbus Day and Town Meeting Day on either the date observed by the department or the date observed by the State of Vermont.

**SECTION 2:** Work schedules will not be changed to avoid payment of holiday pay.

**SECTION 3:** Holiday pay for employees shall be calculated as outlined in this section:

The calculation of Holiday Pay shall be as follows:

- a) For those employees working rotation schedule, the holiday will be recognized on the exact date of the holiday.
- b) For those employees working a non-rotating schedule, the holiday will be as stated by the City Manager's office.
- c) The holiday calculation will be based on the 24-hour period of time between the hours of 0001 and 2400.
- d) If the hours should effect two different payroll weeks the holiday will be paid in two separate checks reflecting the appropriate week.
- e) Any hours worked on a holiday will be paid at 2.5 times the regular rate for up to 10 hours.
- f) Any hours not worked on a holiday will be paid at straight time for the hours not worked not to exceed 10 hours.
- g) If an employee is scheduled to work and it is posted on the week's schedule the employee's holiday will be treated as worked, figured at 2.5 times the regular rate, less deductions for leave time used.
- h) If an employee is on authorized vacation leave for a week in which a holiday falls, and is scheduled off on a holiday, no leave will be deducted and the employee will be paid straight time at the regular rate for the holiday.

i) Any overtime hours worked on a holiday in addition to a full shift will be paid at 3 times the regular rate of pay.

j) A rotating shift employee called in to work on his/her scheduled holiday off will be paid for the holiday according to “(f)” above, plus an additional 1.5 hour of pay for each hour worked.

**SECTION 5:** All employees will receive 12 hours credited to their Bank Leave as the 12<sup>th</sup> holiday on the first payroll in July of each year.

## **ARTICLE XII SENIORITY, PROMOTIONS AND ROTATIONS**

**SECTION 1:** The promotion and transfer provisions of this Agreement cover only those positions that are covered by this Agreement.

**SECTION 2:** It is the policy of the Department to select for promotion only those officers who are the most qualified candidates for available positions (sergeants). Of central importance are the officer's abilities to exercise leadership, develop the abilities of their subordinates and encourage them to perform to the best of their abilities. In the case of sergeant, they must also demonstrate sufficient administrative and managerial skills in order to accomplish the agency's objectives and use available resources in an efficient manner.

**SECTION 3:** It is the intent of the City to promote from within by giving City employees every opportunity to fill any vacancies within the City as they occur. Except as modified above by Section 12, where a current City employee is equally qualified with other applicants, the City employee will be selected to fill the vacancy. When two or more City employees appear equally qualified to fill a vacancy, preference will be given to the employee with greater seniority. Qualifications for a specific position shall include the number of years work experience and training that directly relate to a given job, and past job performance, including attendance.

**SECTION 4:** The promotion process is divided into four phases.

a. The screening phase, in which it is determined if those applying for the position meet eligibility requirements;

b. The testing phase, in which all applicants are evaluated to determine who are qualified for the position;

c. The appointment phase, in which those who are most qualified for the position are selected for promotion; and

d. The probation phase, in which officers are evaluated during their first year in the

new position.

**SECTION 5:** Eligibility requirements are as follows:

Sergeant:

Minimum 7 years as a police officer with a minimum of 4 years of continuous, uninterrupted (excluding medical leave), active police experience with the South Burlington Police Department immediately prior to promotion. In addition to actual time in service with the So. Burlington Police Department, a current employee will be credited with additional “continuous active police experience with the South Burlington Police Department as follows:

Prior Police/Military Experience	Credit Time for Promotion Process
5 years	1 year
10 years	3 years
15+ years	5 years

a. Other requirements as established in the Police Department's Operations Manual.

Officers meeting eligibility requirements on the day the process begins will be allowed to participate in the process.

**SECTION 6:** Testing phase:

A. The promotional process shall consist of one or more tests and oral board examinations.

Additional components, as specified within this section, may be used provided that proper notification is given to participants.

Notification of the date of testing will be posted at least thirty (30) days in advance of the test. The notice will contain information concerning what to study for the test and will include information about any additional components that may be used in the testing phase.

B. The Chief of Police may approve the use of an assessment center or other similar forms of testing if appropriate for the position.

C. The Chief of Police may waive portions of the process in the event that fewer than four (4) candidates sign up to take the promotional examination for any rank.

Point Values:

Testing: 90%

Education: 5% (Masters, 5%, Bachelor's 3%)

Seniority: 5%

At the completion of the testing phase a list will be established ranking officers from the highest (#1) to the lowest score. The written test will be a nationally recognized or authorized test, or one developed by the department.

The South Burlington Police Department conducts an assessment center for promotion. When used, the assessment center will:

1. measure specific dimensions, attributes, characteristics, qualities, skills, abilities, and/or knowledge identified as critical in the written job task analysis;
2. use assessors who undergo thorough training prior to assessing candidates;
3. use techniques designed to provide information which is used in evaluating the dimensions, attributes, or qualities previously determined;
4. use multiple assessment techniques to include a simulation;
5. use simulation exercises that have been pretested ensuring that techniques used provide reliable, objective, and relevant information and that the exercises are job related;
6. base judgments resulting in an outcome on pooled information from assessors and techniques;
7. base overall evaluation of behavior made by assessors at a separate time from the observation of behavior during the exercises;
8. provide the participants, upon written request, with the written rationale and information concerning the dimensions, ratings, and recommendations of the center.

The assessment center will evaluate behaviors in the following categories:

1. knowledge of police administration, management and methods;
2. ability to supervise, budget, plan, organize, and delegate;
3. ability to supervise and skill in developing subordinates;

4. public and human relations skills;
5. oral and written communication skills;
6. problem analysis and judgment;
7. decisiveness and control;
8. stress tolerance and problem confrontation;
9. initiative;
10. leadership.

After each phase of the assessment center, scores will be posted.

**SECTION 7:** Appointment phase:

The Chief of Police retains the authority to select for promotion an officer(s) from the top three on the established list. A selection then establishes a new list of three (e.g., a selection of #1 moves #2 to #1, #3 to #2, etc.). The established list will expire at the end of one year from the time the list was established. A promotion process, establishing a new list, will commence upon notification of a vacancy.

**SECTION 8:** Probation phase:

Following the promotion to sergeant, each officer shall perform one year of probationary service. During this year, he or she shall successfully complete an in-service training program designed to equip him or her with the necessary skills and knowledge needed for the new position and be rated at three month intervals by a minimum of two direct supervisors. If during the year, his or her performance has been unsatisfactory, the chief executive may extend the probation period for three months or the officer may be demoted to his or her former rank.

**SECTION 9:** Reserved

**SECTION 10:** Appeals:

Candidates may appeal any decision, question, or score from any component of the testing process, as well as any decision relative to appointment, ranking, or eligibility for testing or promotion.

- 1) Appeals shall be initiated with the Deputy Chief.

2) If the candidate remains unsatisfied, s/he may submit a written appeal to the Chief within 5 working days of the Deputy Chief's decision.

3) The review and appeal of any aspect of the promotional testing shall take place within 30 days of the certification of the eligibility list unless the candidate can provide a satisfactory explanation that the delay was reasonable.

**SECTION 11:** The City agrees to make a good faith effort to fill all vacancies for which SBPOA members are eligible except as described for specialized assignments in Section 13, Rotations, below and for which the Association bargains as soon as reasonably possible after the date that vacancy commences and within ninety (90) days from that date. The City and the SBPOA may mutually agree to an extension of the time period.

**SECTION 12:** Dispatchers shall have an opportunity to fill any vacancies that occur in the position of secretary to the Department. When a dispatcher is equally qualified with other applicants, the dispatcher will be selected to fill the vacancy. When two or more dispatchers appear equally qualified to fill such a vacancy, preference will be given to the dispatcher with greater seniority. Qualifications for the position shall include the number of years work experience and training that directly relate to the position, and past job performance, including attendance.

**SECTION 13: Rotations**

Specialized assignments are temporary and for a specific period of time normally a period of six (6) years. Exceptions to the time period are assignment to CUSI, which is four (4) years and assignment to K-9, which is the working life of the police canine itself.

Specialized assignments can include assignment of eligible and selected personnel to Detectives, Youth Services, Traffic Safety, CUSI, Drug Task Force, K-9 and the Administrative Bureau. The City is committed to professional development and diversity of assignment for its Officers.

When a vacancy is anticipated to occur in a specialized assignment, four (4) months prior to the incumbent's last day of work in that position, or in the event of a separation, promotion or demotion, the Chief of Police will meet with the executive board of the Association to discuss the need to fill the vacancy. If the Chief determines that the specialized assignment needs to be filled to meet the operational needs of the department, the process to fill the vacancy as outlined below shall be followed.

Once the Chief determines that the special assignment needs to be filled, the position shall be posted internally for 2 weeks. The-selection board will be made up of two managers and two union employees. The selection process will include; submission of a letter of intent and

resume outlining a member's qualifications for the special assignment, examples of a member's case work for investigative assignments, physical assessment test for k-9 assignments, a panel interview, and a formal interview with the Chief of Police.

If the specialized assignment is to the Drug Task Force, CUSI or K-9 unit one of the management representatives will be a person with knowledge in that area. If management determines there is currently no one in South Burlington Police management with that specialized knowledge, then management can utilize a person with that specialized knowledge who is not a South Burlington employee. The selection board shall recommend a list of eligible employees to the Chief. The Chief will identify the employee selected for the specialized assignment within seven (7) days of receiving the list.

If the Chief determines that the census in the patrol division is too low to make the special assignment at that time, the start date of the specialized assignment will be delayed until such time as the census is adequate to allow for the special assignment. Any such delay time will not count toward the selected employees' service time in the specialized assignment.

Upon the request of the Union, the Department will provide an organizational chart demonstrating all union positions in the Department, who holds each position and any vacancies.

In the event that the Chief of Police identifies a specialized assignment which is vacant or about to become vacant, that is no longer needed to fulfill the operational needs of the department that specialized assignment can be eliminated. The decision to eliminate a special assignment shall be made by the Chief of Police based on the operational needs of the department. The Chief must determine to abolish the specialized assignment position within 30 days of the first day that it became vacant. It is understood that any specialized assignment that is eliminated will not be re-established for a period of least 18 months, absent unforeseen circumstances.

If the Chief determines to re-establish the abolished special assignment position within the 18 months period, then those employees who were eligible for the specialized assignment at the start of the vacancy of the specialized assignment abolished position will be the only employees eligible for that re-established specialized assignment position. If there are no qualified applicants among that existing group, then the selection process will be re-opened and all employees who are eligible at that time can apply.

To the extent feasible special assignments will begin on July 1 and end on June 30, subject to the following:

- a. It is understood that the Department may fill a special assignment at a time other than July 1<sup>st</sup> if an incumbent officer opts out of an assignment prior to expiration of his/her term or is promoted out of a special assignment. Assignments filled on such basis shall expire as listed in b. and c. below.

- b. For employees whose specialized assignment term ends between January 1<sup>st</sup> and June 30<sup>th</sup> of the final year of assignment, the term shall extend so as to expire on June 30<sup>th</sup>.
- c. For employees whose specialized assignment term ends between July 1<sup>st</sup> and December 31<sup>st</sup> of the final year of assignment, the term shall be shortened so as to expire on June 30<sup>th</sup>.
- d. Management shall have the right to extend a special assignment by one year beyond a June 30 expiration date if more than twenty-five percent (25%) of the members of a special unit are due to rotate out at the same time. The employee to be extended shall be the one with greater bargaining unit seniority.

The above included positions are to be controlled by this contract, but any new specialized positions not listed will be covered also until a new contract supersedes this one.

Officers may be removed from these specialized positions with just cause.

Bargaining Unit Members completing a specialized assignment in a rotational position may not be considered for another rotational position for a period of six months, unless there are no other qualified applicants for that position. A lack of training specific to the position in question shall not in itself indicate a bargaining unit member is not qualified. (i.e. DARE school, Interview and Interrogations, Truck schools. An employee in a specialized assignment who is promoted to a supervisory position outside the specialized unit is eligible to participate in the process of filling a vacancy in a supervisory position with a specialized unit without regard to the time limits set forth herein.

It is the spirit of this section of the contract to promote movement and well-roundedness of officers by allowing them to experience different responsibilities and assignments during their careers with the South Burlington Police Department.

**SECTION 14:** Corporal. Any patrol officer who has held that rank at the South Burlington Police Department continuously for seven years shall automatically be promoted to corporal. This promotion shall not be considered a promotion to a supervisory position. The automatic promotion shall be effective on the seventh anniversary of the officer's appointment as patrol officer.

The pay scale represents a 7% increase upon attaining the rank of corporal on step 7. It is recognized that employees hired with prior experience may have received advanced step placement. Regardless of the title, employees will only receive the 7% increase one time as they ascend the officer/corporal pay scale. This paragraph shall not apply when promoting to the rank of sergeant.

**SECTION 15:** Dispatchers who have worked at the South Burlington Police Department continuously for seven years will attain the rank of Senior Dispatcher and shall receive a 7% increase in pay.

**ARTICLE XIII  
UNIFORMS AND EQUIPMENT - ISSUE AND MAINTENANCE**

**SECTION 1:** All equipment necessary for the performance of police duties will be furnished by the City at no cost to the employees. In addition, the original issue by the City shall consist of the following.

- A. Uniformed Personnel
  - 1. Headgear
    - a. 1 round "patrol officer's" cap with silver band and hat badge
    - b. 1 winter fur "trooper" cap
    - c. 1 "riot" helmet and riot gear.
      - 1. Knee/Shin Guard
      - 2. Chest Protector
      - 3. Forearm Guard
      - 4. Gas Mask
      - 5. Filter
      - 6. Gloves
      - 7. Rain Coat
  - 2. Uniforms
    - a. 4 long-sleeve shirts
    - b. 4 short-sleeve shirts
    - c. 4 pair trousers
    - d. 2 badges
    - e. all alterations to be paid for by the City
    - f. new shirts and trousers
    - g. 1 pair winter gloves
    - h. 1 black heavy winter sweater
    - i. 1 properly fitted concealable soft body armor (minimum protection level N.I.J. IIA)
    - j. 1 pair winter boots
    - k. 1 pair summer shoes or sneakers
    - l. External vest carrier. All members will be provided the opportunity to be issued an external protective vest carrier. Members shall be responsible for acquiring, at the member's expense, any external outwear resulting from the use of external vest carriers.

3. Coats
  - a. 1 winter jacket
  - b. 1 safety colored raincoat
  
4. Equipment
  - a. 1 inner "garrison" belt
  - b. 1 gun belt
  - c. 4 belt keepers
  - d. 1 safety holster
  - e. 1 handcuff case
  - f. 1 chemical spray case
  - g. 1 baton holder
  - h. 1 double magazine pouch
  - i. 1 portable radio holder
  - j. 1 semi-automatic pistol, as approved for department use
  - k. 3 magazines
  - l. 2 pair handcuffs
  - m. 1 canister oleoresin capsicum chemical spray
  - n. 1 PR-24 baton or MEB
  - o. 1 portable radio
  - p. Streamlight flashlight and holder

B. Motor Officers

1. 1 leather jacket (riding style)
2. 2 pair jodhpurs
3. 1 pair leather riding boots
4. 2 pair leather gloves (1 lightweight, 1 heavyweight)
5. 1 D.O.T.-approved motorcycle helmet
6. 1 expandable PR-24 or MEB baton and holder
7. "Motorman's wheel" patches

C. Plain Clothes Personnel

1. Same as uniformed personnel list, except that only 1 each short-sleeve and long-sleeve shirts, and two pair of trousers. Instead of new shirts and trousers every other year, they will be replaced only as necessary.

2. All newly appointed and permanently assigned members who are in plain clothes status, or any member who is assigned to such status for a period of more than six (6) months, shall be provided with the sum of six hundred dollars (\$600.00) to cover the purchase of clothing to be worn in the performance of duties in his/her assignment. Payment of the clothing allowance shall be made on the first pay date after the permanent assignment to plain clothes status. If an employee is temporarily assigned by administrative directive, he/she shall receive one

hundred dollars (\$100) at the conclusion of every three (3) month period while on this temporary assignment.

3. An allowance for the replacement of such civilian attire shall be paid in the amount of four hundred (\$400.00) per year to employees in a plain clothes assignment, beginning twelve (12) months from the original assignment. This allowance shall be paid on the anniversary of the date of assignment in plain clothes status. This section shall also include civilian clothing used by members of C.I.S. in performance of their duties.

#### D. Dispatchers

Full-time dispatchers will be issued the following seasonally-suitable, size-appropriate, correctly fitting garments:

- 3 short-sleeve shirts
- 2 sweatshirts
- 1 vest
- 1 cardigan or fleece jacket

All garments will bear the logo "South Burlington Public Safety Communications".

**SECTION 2:** All flashlights, batteries, handguns, belts, holsters, ammunition, and all other equipment necessary for the performance of the job will be furnished by the City at no cost to the employees.

**SECTION 3:** Weekly cleaning and maintenance of uniforms for officers and dispatchers shall be paid for by the City at an establishment to be determined by the City. This Section shall also include civilian clothing used by non-uniformed police officers of the Police Department in performance of their duties.

**SECTION 4:** Riot shotguns and/or patrol rifles shall be placed in the front of all marked cruisers and conveniently placed in unmarked cruisers.

**SECTION 5:** Should exceptional soiling or unforeseen damage occur in the line of duty, dry cleaning, repair or replacement costs will be paid by the City. The test of reason must be applied in determining the necessity for dry cleaning, repair or replacement.

**SECTION 6:** First Aid Kits will be placed in each vehicle, the contents to be determined by the Safety Committee.

**SECTION 7:** On July 1 of each year all officers and full-time dispatchers will be given a "uniform allowance" of \$100.00 beginning July 01, 2004 the money will be held in an account administered by the support services division. With the approval of the chief of police or his/her designee, employees will be allowed to purchase equipment deemed to be "duty

related" with their allowance. The employee will choose the item and submit a department "uniform/equipment request form" to support services. Any money left in the employee's account and not used by June 30 will revert to the support services division budget.

### **SECTION 8**

A Labor Management Committee (LMC) comprised of 3 management and 3 union employees will be convened within sixty (60) days of the parties' execution of the Agreement that succeeds the Agreement that expired on June 30, 2021. The purpose of the LMC will be to review Article XIII of the Agreement to attempt to agree on what equipment is necessary and appropriate to be provided by the Department. If an agreement is reached, and both parties agree, the Agreement may be opened to address this issue.

## **ARTICLE XIV COURT DUTY**

**SECTION 1:** All bargaining unit members who are required to appear in court two hours prior to the start of, or two hours immediately following a regularly scheduled tour of duty shall be paid at one and one-half times the officer's regular rate of pay for the time spent in court.

**SECTION 2:** All bargaining unit members who are required to appear in court at a time which is not two hours prior to the start of, or two hours immediately following a regularly scheduled tour of duty shall receive pay at a rate of one and one-half times the officers' regular rate of pay for a minimum of four hours.

## **ARTICLE XV EXTRA-DUTY WORK**

**SECTION 1:** No member of the unit may accept extra duty work in the capacity of a police officer except as hereinafter provided.

**SECTION 2:** All extra-duty work requests shall be submitted to the Prevention Services Division Manager or the officer in charge who shall allocate all approved extra-duty assignments on the basis of Bargaining Unit seniority. A Bargaining Unit duty roster will be posted indicating the distribution of past extra-duty worked or declined and the next eligible name. Assignment of extra-duty work shall not be denied arbitrarily or capriciously.

**SECTION 3:** All extra-duty contractual arrangements will be between the City and the outside person or establishment requesting such extra-duty work, and payment shall be made by the outside person or establishment directly to the City. Rates charged by the City for extra-duty work will be established by the City.

**SECTION 4:**

a. Officers working extra duty work will be paid a minimum of \$47.00 per hour.

b. Officers scheduled to work will receive a minimum of three (3) hours pay except for the period 12:00 a.m. to 7:00 a.m. for which the Officer will receive a minimum of four (4) hours pay, regardless of time worked in either instance.

**SECTION 5:** Issued equipment as defined in Article XIII, Sections 1 and 2 can be used by the Union member to perform extra-duty work within the City of South Burlington.

**SECTION 6:** City equipment other than personal issue may be used by the extra-duty Officer with the approval of the Chief of Police.

**SECTION 7:** Extra-duty Officers acting in a Police capacity, whether in or out of uniform, will still be entitled to all of the coverage that is provided for them while on duty. For purposes of this Article, the language, "in the capacity of a Police Officer" or "acting in a Police capacity" shall mean, "for the purposes of, or while engaged in the enforcement of State and/or Municipal laws".

**SECTION 8:** No employee will perform extra-duty work in excess of four (4) hours in the twelve (12) hour period immediately preceding the start of his/her shift assignment. If an employee's name is next on the extra-duty work list and it conflicts with his/her shift assignment, the extra-duty work will be offered to the next name on the list. Section 8 will also apply when the employee cannot be contacted when off duty.

**SECTION 9:** Employees may decline the offer of extra-duty work. In declining extra-duty work, the employee forfeits his/her right to extra-duty work until his/her name is again reached in order of seniority.

**SECTION 10:** Employees will not be eligible for extra-duty work while on the mandatory five (5) consecutive days of vacation time. However, the employee's name will remain in place on the extra-duty work list.

**SECTION 11:** Transportation will be provided, upon request, to and from all off duty assignments provided that an officer is available to provide transportation. Transportation may be the utilization of a police vehicle.

**ARTICLE XVI  
VACATION LEAVE**

**SECTION 1:** Each permanent employee, in a full-time position, shall be entitled to vacation

time which shall begin to accrue from the first day of the month following the date of employment, accumulated on the basis of the following:

a. Through the completion of three years of service--92 hours per year. An employee may not take any accrued Vacation Leave until after his/her initial employment period of six (6) months.

b. 1st day of the fourth year through the completion of 10 years of service--132 hours per year.

c. 1st day of the 11th year through the completion of 17 years--172 hours per year.

d. 1st day of the 18th year of service and over-- 212 hours per year.

**SECTION 2:** If employment terminates for any reason, unused Vacation Leave time will be paid at the regular, then current, rate of pay of the employee.

**SECTION 3:** Subject to an annual opt-in for cash out payment, which shall be made by December 15<sup>th</sup> of each year, an employee has the option to cash out up to two (2) weeks of Vacation Leave the following year at the regular, then current, rate of pay of the employee. To exercise this right the employee must submit a completed form to the City by the 20<sup>th</sup> of the month. Payment shall be made in the next paycheck for the next full pay period after receipt of the form.

**SECTION 4:** An employee may accumulate and carryover a maximum of 412 hours from fiscal year to year of Vacation Leave. At the end of the fiscal year, any Vacation Time accumulated over 412 hours shall be paid out at the regular, then current, rate of pay of the employee.

**SECTION 5:** When an employee uses Vacation Leave time for four or more days, any time that the employee has days off prior to, in the middle of, or at the end of the Vacation leave period will be treated as Vacation Leave days for the purpose of ordering in the officer.

**SECTION 6:** The following employee categories are established to ease the rotation/ leave planning cycles.

#### **Patrol Team A**

Patrol officers on day shift

**Patrol Team B**

Patrol officers on evening shift

**Patrol Team C**

Patrol officers on midnight shift

**Dispatch Team**

Full and part-time dispatchers

**Youth Services Team**

DARE Officer

Youth Services Officer(s), SGT

**Detectives Team**

Non-supervisory Detectives, CUSI, Task Force Officer, Detective SGT

**Patrol Supervisors Team**

Patrol SGT's

**K-9 Unit**

K-9 Officer

**Administration Team**

Chief, Deputy Chief, Lt's, TSU, Records Secretary, Training/Administrative SGT,  
Administrative Assistant

Without the Chief's approval, no more than one employee from each team may be on extended bank leave at the same time. (extended bank leave being scheduled time off, vacation, comp. Time, more than two (2) days in duration.)

Bank leave time can be denied for reasons of unusual/unplanned events known to department managers at the time of the request. This section will not affect bank leave time that has been approved prior to the unusual/unplanned event. This section shall not be grievable.

With each paycheck the City will provide employees with a printout summary of specific bank leave accruals and usage.

Personal time under Section 7 of Article XVII shall continue to accrue and be allotted annually as 12 hours, with the allotment being provided to all employees on the first payroll in July of each year. Adjustments will be needed to transition for some employees from such employees anniversary date to July 1<sup>st</sup>.

**SECTION 7:** When an employee requests to use comp time or Vacation Leave, the employee shall be notified as to whether or not the request has been granted within one week of the date of the request. If the time requested off is within the same week as the request, the Chief or his or her designee shall attempt, in good faith, to respond to the request within 24 hours.

## **ARTICLE XVII OTHER LEAVES OF ABSENCE**

**SECTION 1:** Leaves of absence without loss of pay or benefits shall be permitted for the following reasons:

- a. Medical examination for retirement or other purposes required by the City.
- b. Attendance at educational programs required or authorized by the City or the Department.
- c. Attendance for officers and/or trustees at Vermont Police Association meetings.

**SECTION 2:** Leaves of absence without loss of benefits, but with loss of pay will be granted with approval of the Chief of Police for attendance at any full-time degree-granting college or university, and the employee's position will be made available to him or her upon completion or return from the particular program.

- a. An officer must have two years' continuous service with the Department before being eligible for education leave.
- b. Education leave may be granted at the discretion of the Chief for a period not exceeding one year.
- c. An employee who takes an education leave for one year or a substantial portion thereof shall not be eligible for further education leave for a period of five years.
- d. Employees shall receive life insurance and medical insurance benefits during an education leave but shall not receive other benefits and will not accrue annual vacation or sick leave during an education leave.
- e. The period of time that an employee is on education leave shall be included in determining that employee's computation of Departmental seniority and Bargaining Unit seniority.

**SECTION 3:** Employees are entitled to bereavement leave with pay for absence caused by the death of a member of an employee's immediate family or household. This leave will be limited to three days, except that an extra day may be granted by the Chief of Police for out of state travel related to the death of an immediate family member. For purposes of this benefit, immediate family is defined as an employee's spouse, children, parents, brothers and sisters, as well as the parents and brothers and sisters of an employee's spouse, grandparents, and members of the immediate household. The Chief of Police shall have the discretion of granting from one to three days of bereavement leave for deaths of others than those listed above. Bereavement leave may be extended with the use of sick leave with approval of the Chief of Police for up to one continuous 10-day period (the period will be defined using a combination of bereavement and sick leave).

**SECTION 4:** Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States, shall be granted leave of absence with pay during the time of their annual tour of duty as a member of such reserve component. He/she shall be paid the difference between their military pay and their City pay provided that their City pay is greater than their military pay.

**SECTION 5:** Employees (full and part-time) are covered by worker's compensation insurance. If an employee suffers an injury or illness while in the line of duty, the employee shall provide notice to the city manager's office as soon as practical after the occurrence and thereafter file the appropriate workers' compensation claim forms. Until the time that the worker's compensation claim is approved the employee may elect to be paid through sick leave or vacation time. Checks received from the workers' compensation carrier will then be endorsed over to the city to "buy back" sick or vacation leave.

Eligible employees may elect to utilize sick time accruals for the three day legal waiting period not covered by the Workers' Compensation Act. If the employee receives payment for these three (3) days from the insurance carrier, the employee may endorse the check over to the City and three (3) days will be credited back to the employee's sick leave bank,

Any employee approved for worker's compensation coverage will receive from the City the difference between his/her normal net weekly pay and any benefits received through worker's compensation. The total compensation that the employee receives from the city and worker's compensation will not exceed the net wages that the employee would receive for a regular 40 hour work week.

If the workers compensation check is equal to or greater than the employee's regular net wages, the employee will keep that check. The city will continue to pay medical, dental and life insurance for an employee on approved workers' compensation leave. The employee must make timely arrangements with the city to reimburse necessary deductions such as health insurance, pension, union dues and ICMA contributions. These contributions will be made

upon receipt of payment from the employee.

An employee qualifying for worker's compensation after a period of 90 days will not accrue leave time including additional sick leave accruals, until the employee returns to work, although time on worker's compensation will count as time served for purposes of calculating all seniority and employee benefits.

The parties recognize that the City makes its best forth efforts to provide full compensation for employees. Should later calculation determine a different amount, the City will reimburse the employee any amount due within 7 days of notification. The employee will reimburse the City amounts overpaid within 7 days of notification.

**SECTION 6:** Maternity leave will be granted as follows: an employee shall be entitled to apply her available sick leave to a temporary medical disability resulting from or contributed to by pregnancy, childbirth, a miscarriage or recovery there from. Sick leave used shall be subtracted from the employee's available sick leave. The use of sick leave by the employee shall relate solely and exclusively to the condition of the employee, and except as provided in Article XVIII, shall not arise as a result of any temporary disability of the child.

**SECTION 7:**

a. All employees shall be entitled to a maximum of twelve (12) hours of personal leave per year to conduct personal business affairs. Request for such leave must be made at least twenty-four (24) hours in advance to the Chief of Police or his/her designee. Requests for personal leave shall not be denied arbitrarily.

b. The City will pay the difference between an Officer's salary and the dollar amount he receives from the Court while in Court and off-duty on Civil matters resulting from his/her duty as a South Burlington Police employee. The Chief must be notified when a subpoena is issued to an employee for appearance in Civil Court, and the Chief's approval is required prior to appearance in Civil Court without a subpoena.

**SECTION 8:** Any full-time employee disabled as a result of employment by the City and unable to perform the responsibilities of his/her position shall be offered the first vacant City position for which, in the judgment of the City Manager, the employee is qualified. If the employee is not qualified but with a reasonable amount of training in a reasonable period of time could be made qualified, the City shall provide the employees with that training at the City's expense. If the disabled employee refuses this position, he/she shall not be given preferential status on future open positions, but if qualified, shall be considered on an equal basis with the other candidates. It is expressly understood that this policy does not create new positions and the rate of pay shall be in accordance with the vacant position's rank, as determined by the City.

**SECTION 9: Light Duty.**

Any full-time employee who becomes disabled and is unable to perform his or her regular duties within the department shall be offered light duty employment when, in the discretion of the Police Chief, the provision of such light duty employment is in the best interests of the department. In exercising discretion under this Section, the Police Chief shall consider:

- a. Availability of light duty work.
- b. Financial impact of such work on the City.
- c. Qualification of the officer to perform the work.
- d. Risk to the officer of performing the work.
- e. Medical certification of the disability and ability of the officer to perform the work. (The burden shall be on the officer to provide this medical certification).
- f. Anticipated duration of the disability.

The Police Chief shall be entitled to reevaluate at any time the desirability of continuing a light duty assignment. A decision of the Police Chief regarding light duty shall be grievable under this Agreement, but only through Step 3.

**ARTICLE XVIII  
SICK LEAVE**

**SECTION 1:** Each employee shall be entitled to paid sick leave if needed for the reasons stated below. Each employee shall accumulate sick leave at the rate of 136 hours (17 days) per year.

**SECTION 2:** Unused sick leave may be accumulated from year to year, with no maximum amount. Each calendar week of sick leave shall be deemed to consist of five (5) sick leave days.

**SECTION 3:**

- a. A doctor's certificate may be required to substantiate an illness after three (3) consecutive working days if the employee has been notified in writing that he/she is suspected of abusing sick leave.
- b. A doctor's certificate or an examination by the City's physician, at the City's expense, may be required by the City Manager if: (a) records show a trend or pattern to an employee's

absence attributed to illness, or (b) if the City questions the employee's fitness to return or perform the duties of the employee's position. If the employee has seen a physician for the illness he/she will be required to supply the City with a certificate upon request.

**SECTION 4:** Paid sick leave shall be granted only for absence from duty for the following reasons:

- a. Illness
- b. Bodily injury or disease
- c. Attendance upon members of the immediate family whose illness requires the care of such employee consistent with State law.
- d. Extension of Bereavement Leave.

**SECTION 5:** The City will permit any member of the SBPOA with fifteen (15) years or more of service to exchange twenty (20) days sick leave plus two (2) additional sick leave days per year beyond the fifteen (15) years, toward retirement in the year of retirement.

## **ARTICLE XIX GRIEVANCE AND ARBITRATION PROCEDURES**

**SECTION 1:** Any grievance or dispute which may arise between parties regarding the application, meaning or interpretation of this Agreement, or a claim that the City has taken disciplinary action without just cause shall be settled in the following manner:

a. **STEP 1** The Union Steward and/or representative, with or without the aggrieved employee, shall present the grievance in writing to the Chief of Police or his/her designee within 15 working days of the date of the grievance or his/her knowledge of its occurrence. The grievance shall contain the following information: 1) a written statement of the grievance and the facts upon which it is based; 2) a written allegation of the specific wrongful act and harm done; and 3) a written statement of the remedy or adjustment sought. The Chief of Police or his/her designee shall 1) acknowledge receipt by noting the time, date and person receiving the grievance on the face of the document; 2) analyze the facts or allegations; 3) affirm or deny, in writing, to the person alleging the grievance, the allegations of the grievance; and 4) identify the remedy or adjustments, if any, to be made. The response of the Chief of Police or designee shall be made within five (5) working days of the presentation of the grievance.

b. **STEP 2** If the grievance has not been settled in a manner satisfactory to the employee, it shall be presented in writing to the City Manager or his/her designee within five (5) working days of the Step 1 response. The City Manager or his/her designee may hold a hearing on the grievance. If any employee is required or requested to be present at such a

hearing he/she shall be paid at the normal rate of pay. Employees are entitled to be represented at all such hearings by a Union representative and/or legal counsel. The City Manager or his/her designee shall give his/her answer in writing within five (5) working days after receipt of the Step 2 grievance.

c. **STEP 3** If the grievance has not been settled in Step 2, the Union employee may request in writing, within five (5) working days of the Step 2 response, a hearing before the City Council. Said hearing may be public, or in executive session, at the employee's discretion. In the absence of an employee the Union may request an executive session to be held within ten (10) days of receiving the step 3 appeal. The City Council agrees to provide an answer in writing, within five (5) working days after said hearing.

d. **STEP 4** If the grievance is not settled in Step 3, the Union or employee may request arbitration. Written notice must be given of the intent to arbitrate within fifteen (15) days after the reply of the City Council is due, as set forth in Step 3.

**SECTION 2:** Arbitral issues are only those which meet each and all of the following tests:

a. The issue must first have gone through the grievance procedure outlined in this Agreement.

b. All time limits within the grievance procedure itself must have been observed.

c. The issue of arbitration shall be the threshold issue to be decided by the arbitrator.

**SECTION 3:** The following are specifically defined as being non-arbitral:

a. Salary adjustments except grievances claiming improper application to individuals at established rates.

b. The exercise by the City of any of its functions as set forth in Article II, Management's Rights, except grievances regarding just cause for suspension, demotion, discipline or discharges, as well as disputes between the parties as to the meaning or application of specific provisions of other Articles of this Agreement, may be arbitrated.

**SECTION 4:** If the Union desires to submit an issue to arbitration, it shall forward to the Chairman of the City Council, with a copy to the City Manager, a written notice of intent to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated by reference to the specific provision(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

**SECTION 5:** Within ten (10) days after the date of delivery of the foregoing notice, each party shall notify the other of the name of its appointment to the Board of Arbitration. Such notice

will not necessarily constitute a submission Agreement. The parties will ask the American Arbitration Association to submit a list of seven (7) arbitrators. Representatives of the City and the Union shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike from the list three (3) names each and the seventh (7th) and remaining name shall become the impartial member of the Board of Arbitration. Nothing herein shall prevent the parties from agreeing on an impartial member of the Board without going through the aforementioned process.

**SECTION 6:** After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present, hear the evidence of both parties, and render a decision promptly.

**SECTION 7:** A separate Arbitration Board shall be appointed to hear each grievance that has been appealed to arbitration unless the parties agree in writing to present more than one grievance to the same Arbitration Board.

**SECTION 8:** The time limits specified here may be extended by mutual consent of the parties or by the Arbitration Board. Failure by the Union to meet the time limits specified shall result in the grievance being declared null and void. Failure by the City to meet the time limits specified shall automatically move the grievance to the next Step. If a continuation of a hearing is agreed to, five (5) working days notice of any continued hearings will be given to the parties.

**SECTION 9:** It is understood that the function of the Arbitration Board shall be to interpret specific provisions of this Agreement and the application thereof and to make a determination where a claim has been made that the City has taken disciplinary action without just cause. They shall not have the power to decide on any issue that is defined in this Agreement to be non-arbitral or to add to or subtract from or to modify and extend any of the terms of this Agreement.

**SECTION 10:** The Arbitration Board shall agree to render a decision within thirty (30) days after the completion of taking evidence.

**SECTION 11:** Each party shall bear the expenses of its appointed arbitrators, representatives, and witnesses. The fees and expenses of the President of the Arbitration Board shall be borne equally by both parties.

**SECTION 12:** The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties.

**Section 13:** Nothing herein shall prevent the parties from agreeing to use one arbitrator to hear an arbitration.

**ARTICLE XX**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1:** An employee who has completed his/her probationary period ~~of~~ (one year in the case of officers - six months in the case of non-sworn personnel) and becomes a permanent employee shall not be disciplined, suspended or discharged except for just cause. Such action by the City shall be subject to the grievance and arbitration procedures of the Agreement.

**SECTION 2:**

a. In the event a suspension, discharge or other disciplinary action is determined to be without just cause, the employee shall be reinstated in good standing with restoration of seniority rights, benefits and pay for the time lost, and all materials relative to the incident shall be removed from the employee's permanent personnel file.

b. In the event a complaint is filed against an employee by a member of the public, another department member, another police agency, or the like, the Department shall notify the employee to which the complaint has been filed within two (2) working days from the initial complaint/incident. Notification may be suspended if it can be shown that to do so would compromise the integrity of any investigation resulting from the complaint. By definition, working days do not include days off, vacation, or any other circumstance that limits the investigator's reasonable and prudent attempts to contact the employee.

c. The employee shall also be given an opportunity at the time of notification, to waive all rights to privacy in the matter by authorizing the department to release a copy of all records, transcripts, paperwork, statements, etc., to the President of the SBPOA.

d. The release of all paperwork in the investigation to the SBPOA does not annul the City's responsibility to forward all pertinent information (complaint form, statements, etc.) to the aggrieved employee, as well.

**SECTION 3:**

a. Corrective disciplinary action shall be followed as a matter of policy and as outlined in this section. Whenever, in the supervisor's judgment, employee performance, attitude, work habits or personnel conduct at any time falls below a suitable level, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

b. REPRIMAND: In situations where an oral warning has not resulted in the expected improvement, or where more severe initial action is warranted, a written reprimand shall be sent to the employee, and a copy shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal to any written reprimand placed in his/her file.

c. SUSPENSION: Any permanent employee may be suspended without pay for not longer than 30 days by the Chief of Police for violation of Departmental Rules and Regulations or other just cause. In addition, he/she may be suspended for an indefinite period if charged with a criminal offense arising from their employment. Such suspension shall be with pay. Other disciplinary measures that may be applied are the reduction of an officer's rank, and the requirement of remedial measures such as participation in counseling or attendance at substance abuse seminars, if appropriate.

d. APPEAL: The employee may appeal any disciplinary action taken against him/her by utilizing the grievance procedure beginning with Step 2, Article XIX, Section I.

e. RECORDS AND REPORTS: Personnel records and reports shall be treated as confidential and not releasable to the public, except upon granting of a subpoena or other discovery request, the granting of which shall be opposed by the City. An employee shall have access to his/her personnel file at reasonable times. No derogatory materials will be placed in an employee's personnel file unless the employee is first made aware of that material.

#### **SECTION 4:**

a. DISMISSAL: The City Manager or his/her designee may dismiss any employee for inefficiency or incapacity, insubordination, misconduct or immoral conduct, intoxication on duty, offenses against the law, or other similar just cause.

b. The Chief of Police may recommend the discharge of an employee from the service of the City for the above-stated reasons provided he submits to the employee and the City Manager or his/her designee, within seventy-two (72) hours after his/her findings, a copy of the charges or reasons for his/her findings.

c. If the employee wishes to appeal the decision of the City Manager or his/her designee, he shall transmit in writing an appeal to the City Council.

**SECTION 5:** If a member elects to challenge a disciplinary action upheld by the City Council, the SBPOA and/or the employee may request arbitration as provided in this Agreement.

#### **SECTION 6: RETENTION OF DISCIPLINE RECORDS:**

The records of an officer shall be maintained indefinitely for liability insurance purposes or when requested by other law enforcement agencies in the course of an application of an

officer in the law enforcement field. Otherwise, all past suspensions and all other sanctions and discipline shall remain in an officer's personnel file for one and one-half years, except that written reprimands shall remain for only one year and suspensions for more than seven days and any pay reductions shall remain for three years, after which they shall be removed and permanently destroyed. The new time limitations shall apply to past violations, as well as future ones.

## **ARTICLE XXI INSURANCE AND BENEFITS**

### **SECTION 1: LIFE INSURANCE**

The City will furnish life insurance at the City's expense in an amount equal to two (2) times the annual base earnings rounded to the nearest one thousand dollars (\$1,000). Such insurance shall have a maximum benefit of one hundred thousand dollars (\$100,000) with double indemnity for accidental death for any cause to age 65.

### **SECTION 2: HEALTH INSURANCE**

The City will offer all members enrollment in the HD/HP 2250/4500 Plan. Effective July 1, 2018 the City will pay 100% of the annual premium.

Effective March 1, 2019, employees shall each contribute one point two five percent (1.25%) of their base wages to the cost of their health care premium and such contribution shall be deducted from the employee's paycheck.

Members who elect to participate in this plan shall establish a Health Savings Account (HSA) at a financial institution of the members' choice unless they are prohibited by law from doing so. Any member prohibited from establishing an HSA, may establish a Flexible Spending Account (FSA) with the City. The City shall deposit into each members' account, on or before January 15<sup>th</sup> of each year of this Agreement, one hundred percent (100%) of the following amounts:

#### For Calendar Year 2022

\$925 for members electing a single person plan  
\$1,925 for members electing a two person plan  
\$1,350 for members electing a family plan

Pro-rated City contributions to HSA accounts for employees hired during the course of a calendar year will be determined based on the MOU between the parties and attached hereto as "Revised Health Insurance Scenarios and Indemnity Plan Option" memo dated November 2<sup>nd</sup>, 2011.

Bargaining unit members who participate in the City's health insurance coverage plan agree to participate in the confidential health assessment and health screening as provided by the health insurance carrier.

If the plan identified above is modified, or no longer offered by CIGNA, the City may substitute a plan with equivalent benefits at no increased cost to employees other than as provided herein. The Association shall have the right to participate in discussions dealing with a substitute plan, and shall have the right to grieve the issue of whether such successor plan provides equivalent benefits and employee costs.

The parties agree that, on or about July 1, 2021, they shall meet to determine the impact of any federal or state health insurance mandates to become effective January 1, 2022, including whether the City will be subject to an excise tax under the terms of the Affordable Care Act or any other federal or state law.

Notwithstanding the term of this Agreement, if it is determined that the City's health insurance plan: (1) will be subject to an excise tax under the Affordable Care Act effective January 1, 2022, and/or (2) will fail to meet requirements mandated by any state or federal health insurance reform law applicable to the City, the parties shall immediately commence negotiations for health insurance coverage to become effective on January 1, 2022, or on such other date as any legal mandate may become effective and shall endeavor to conclude these negotiations by November 30, 2021 to allow implementation on January 1, 2022. The remainder of this Agreement shall remain in effect.

Employees who were employed by the City prior to May 20, 2019, and who elect to opt out of the health insurance benefit listed in this section shall be compensated at the rate of four hundred dollars (\$400) per month provided they demonstrate that they are covered by another health insurance plan.

Employees who were hired after May 20, 2019, and who elect to opt out of the health insurance benefit listed in this section shall be compensated at the rate of three hundred and four dollars and sixteen cents (\$304.16) per month provided they demonstrate that they are covered by another health insurance plan.

**DENTAL:** The City will continue to provide the current Delta Dental Plan (or equivalent Plan) with usual and customary payments, and no deductible to be paid by the employee.

**VISION:** The City shall offer a Vision Plan to each member with the member being required to pay 10% of premium cost. Each member shall undergo a professional eye examination at least once each calendar year, which examination shall be paid for by the City. The member shall be required to file a claim with insurance, if any, before requesting reimbursement.

**SECTION 3: PERSONAL PROPERTY**

The City will insure or pay for the cost of lost or damaged personal property of employees covered under this Agreement, provided such property is lost or damaged while performing their Police duties. Personal property is defined as that property which is normally and customarily carried, worn or used on one's person while performing one's Police duties. Maximum payment will not exceed five hundred dollars \$500.00 per incident. Cell phones are not considered personal property under this section unless its use is approved by the employee's supervisor.

**SECTION 4:** All employees shall be covered by liability insurance for protection against false arrest.

**SECTION 5:** If a bargaining unit member dies while on duty, and was covered by the City's insurance plans, the City will continue to provide the same health, dental and vision insurance coverage to the employee's family as is provided to other employees, as follows: employees spouse shall be entitled to coverage until the spouse becomes eligible for coverage by another health insurance plan, including Medicare, or dies, whichever comes first; employee's dependents covered by City health insurance at the time of employee's death shall continue until they reach age 26, or obtain health insurance coverage on their own, whichever occurs first. A former employee's spouse shall notify the City when he/she becomes eligible for other coverage as provided herein.

**SECTION 6: RETIREMENT (Defined Benefit Plan):**

The City will provide a defined benefit program for all bargaining unit employees employed prior to May 20, 2019, with the following provisions, beginning July 1, 2001:

Pension Eligibility	50 years of age or 25 years of service
Benefit Factor	.025
Compensation Factor	Highest three years of Base Salary
Years of Service	Cap at 25 years, actual employment
Pension Formula	Compensation Factor times .025 times Years of Service
COLA	3% per year until Social Security

The Normal Retirement Age for payment of pension benefits shall be age 50.

Pension benefit shall be calculated using an average final compensation equal to the employee's base salary formula as defined in the City Retirement Plan Document plus 25% of the base salary in overtime.

**Benefit Offset:**

Years of Service at Age 50 or on June 30, 2002	% of Social Security Offset
25 Years or less	50%
26	45%
27	40%
28	35%
29	30%
30 or more	25%

Benefit offset is calculated on City earnings only and will be calculated at the time of the first Social Security payment. Employees who wish to separate city and outside wages are responsible for determining outside earnings and Social Security impact.

Full Vesting	7 years
Employee Contribution	7.5 % of Adjusted Base + % of overtime
Health/Dental Benefits (including Medicare gap)	An employee who is 50 years of age at the time the employee leaves service may turn in unused sick leave which shall be credited to a sick leave bank to pay the cost of insurance. Sick leave bank will be established by multiplying hours of accrued sick leave at the time of retirement, times the employee's final hourly compensation. An employee who completes 25 years of service and leaves service before reaching age 50 shall be eligible to redeem unused sick leave and receive compensation consistent with current formulas set forth in the City Personnel Rules and Regulations, but shall not be eligible to have unused sick leave credited to a sick leave bank to pay the cost of health insurance.

Employees may schedule contributions to ICMA –RC plans at their option. Employees exercising the sick leave bank must join the City's health plan at the January or July participation date closest to retirement, if not already enrolled. Employee's surviving spouse shall receive the same health and dental benefits.

Only years of service in the Police Department will count toward pension benefits.

Police pension benefits will not accrue to non-sworn, non-dispatch personnel hired after March 1, 2003. Those individuals will accrue retirement benefits under the non-public

safety portion of the City's defined benefit plan.

All employees who retire, either with 25 years of service or on or after age 50 shall receive a lump sum payment in the amount of \$2,500 and shall not receive the post-retirement life insurance benefit currently provided under section 6.1(a) of the City Personnel Rules and Regulations.

**SECTION 7: VMERS C**

All bargaining unit employees hired after May 20, 2019, shall be enrolled in the Vermont Municipal Employees Retirement System (VMERS), Plan C, with the benefits and employer and employee contributions as required by Plan C.

**SECTION 8: DEFINED CONTRIBUTION PLAN:**

During the term of this Agreement, bargaining unit members may contribute a portion of their salary to the ICMA Section 457 Deferred Compensation Plan.

**SECTION 9: DISABILITY INSURANCE:**

SHORT TERM DISABILITY- The City will provide bargaining unit members short-term disability insurance with a 30 day disqualification period, 26 week benefit period, and maximum weekly benefit of \$400.

Long Term Disability – Eligibility for long term disability shall be defined as outlined in the South Burlington Retirement Income Plan effective date 01-01-97. There will be no Social Security benefit offset deduction from the City pension until the employee reaches the age of 65. However, if the member has already retired from the City and is drawing the pension when they become permanently and totally disabled, the Social Security benefit offset will be calculated as set forth in this Agreement.

**SECTION 10: PHYSICAL FITNESS TRAINING:**

a. The City shall not require an employee to submit to a physical fitness test over the employee's objections, with the exception of employees hired after September 8, 1998.

b. The City agrees to conduct physical fitness testing on two occasions each fiscal year, with approximately six months between each test. Each test will be taken from the "Fit Force Training Program" which is developed in conjunction with the Cooper Institute for Aerobic Research. Employees who achieve the 45th percentile level or higher on any test and an average of 60% overall shall receive a payment of \$325 for that test.

**ARTICLE XXII  
MISCELLANEOUS**

**SECTION 1:** Space will be provided at Police Headquarters for the posting of Union activities.

**SECTION 2:** Copies of General Orders in effect, Special Orders, Personnel Orders, and Department Memos that apply to Union members shall be supplied to the Union President and any subsequent to this Agreement, upon issuance. All new employees will receive copies of the aforementioned or access to said documents with specific instructions as to what each means.

**SECTION 3:** Employees shall be allowed to live outside the City, but within a reasonable distance from the Police Station.

**SECTION 4:** In the case of any alleged discrepancy involving any employee covered by this Agreement, or in the case of any charges of misconduct, the member may be relieved of duty pending an investigation of the matter by the Chief of Police; however, the member's pay will not be suspended until such time as the investigation is completed.

**SECTION 5:** A Safety Committee composed of two (2) representatives of the Union and two (2) management representatives' personnel shall be appointed. Said Committee shall appoint its own chairman and meet at least twice a year to review safety practices. Concerns from the Safety Committee shall be forwarded to the Chief of Police and the City Manager.

**SECTION 6:**

a. The Police Department shall encourage all reasonable self-betterment programs. The City encourages participation of employees in approved education courses. So long as the proper operation of the patrol shifts is not adversely affected, the City agrees to assign those employees attending such courses to work a shift which will allow such attendance. If the number of those requesting to take such courses becomes so large that proper Department operation is adversely affected, the Department will select applicants on the basis of seniority.

b. Subject to the limitations set forth in subparagraph d. below, the City will reimburse an employee in the bargaining unit for courses successfully completed as part of a program to obtain an Associates' Degree or higher where the employee is enrolled in a degree-producing program and the course is identified on a program of courses filed with the Police Chief which, if successfully completed by the employee, will result in the granting of an Associates Degree or higher.

c. Subject to the limitations set forth in subparagraph d. below, the City will reimburse an employee in the bargaining unit for the successful completion of a course in a law enforcement related subject approved for credit for an Associate's Degree or higher. A determination by the City Manager that a course is not in a law enforcement related subject shall be final.

d. Reimbursement for courses completed pursuant to subparagraphs b and c above shall be subject to the following:

(1) Successful completion of a course shall mean a C or its equivalent, or better.

(2) Reimbursement shall be provided for not more than two courses per semester or maximum of four (4) courses per fiscal year per member. The City Manager may approve more.

(3) Reimbursement for each course shall be paid at the rate of 50% of the per credit hour tuition cost charged.

e. If the employee leaves the employment of the City of South Burlington, they shall be responsible for re-paying the City for tuition reimbursement monies paid to them within a period of 12 months from the date of completion of the last class for which reimbursement was made. The amount owed the City shall be pro-rated in the following manner.

1. The entire amount is refundable if the employee leaves within 6 months from the last day of class for which reimbursement was made.
2. The amount is pro-rated from 6 months + 1 day to 12 months (1 year)--i.e., \$300.00 is paid, if the employee leaves 8 months later he/she owes the City \$100.00 ( $8/12 = 2/3$ ,  $2/3$  of \$300 is \$200,  $\$300 - \$200 = \$100$ ).

**SECTION 7:** The police department will make all arrangements for the use of firing ranges, and the city will bear any costs incurred for use of the range and ammunition. There will be in-service firearms training conducted four (4) times each calendar year to include live fire practice. At least two of these sessions will be for qualification and two may be for familiarization. No officer will fire less than 300 rounds per year. The city will schedule a minimum of 4 sessions, each officer shall be required to attend 2 of the 4 sessions.

**SECTION 8:** The City will provide each employee with a metal storage locker to be kept at the Police Headquarters.

**SECTION 9:** The Union members of the South Burlington Police Department shall not be required to hand deliver the so-called "agendas" to individual City Councilors.

**SECTION 10:** Each Officer placed on "on call or standby" duty will be supplied with an electronic communication device. No Officer will be expected to accept such duty unless so supplied.

**SECTION 11:** A job description for each position covered by this Agreement will be made part of this Agreement. All job descriptions shall be reviewed every three (3) years by the Chief of Police with the input of those employees filling each designated position.

**SECTION 12:** Upon determination by the City Council, following a public hearing preceded by 15 days public notice, that fiscal/budgetary conditions of the City require a decrease in the number of personnel employed in the Police Department, the Council may direct the City Manager to implement a reduction in force (RIF). New employees shall be first to be laid off. Among permanent employees, the employee with the least Bargaining Unit Seniority shall be first to be laid off. Employees shall be recalled in the reverse order in which they were laid off. The City agrees to give the Union notice at least thirty (30) days prior to holding a public hearing to consider a RIF and, upon request of the Union, to meet with Union officers prior to the public hearing.

**SECTION 13:** The City agrees to provide a photographic identification card to qualifying members of service pursuant to Title 18 U.S.C. 926C upon the employee's separation from the department.

**SECTION 14:** Credit union payroll deductions will be deposited every week to the appropriate accounts.

**SECTION 15:** It is agreed that any contract impasse will be submitted to final and binding arbitration as provided for by special election November 6, 1984.

**SECTION 16:** The method to be used in binding arbitration will be "Last Best Offer, Section by Section". The arbitrator must choose the last best offer made by one of the parties as the final and binding determination for each open Section submitted to arbitration.

**SECTION 17:**

a. The City agrees to offer a minimum of forty hours of department training per year. The City further agrees that the classes on firearms and first aid shall be offered on two occasions each year.

b. The City agrees to offer dispatchers a minimum of eight (8) hours of training per year.

**SECTION 19:** The city shall annually offer a meeting with the bargaining unit to explain the benefit plans offered and any changes that would affect the employee.

**SECTION 20:** The Union has created and maintained the Honor Guard that has served at several functions throughout its almost ten year history. Having benefits to the City by displaying a positive professional attitude from its members, the City agrees to compensate Honor Guard members who are assigned to an Honor Guard function. The Union agrees to address all

requests made to the Honor Guard. Since membership in the Honor Guard is voluntary, the Union shall not be held responsible if a request for the Honor Guard can not be filled due to personnel issues. Requests for Honor Guard Functions must be approved by the Chief of Police or his/her designee.

**SECTION 21:** Employee payroll withholding modification requests related to leave time payout, employee health savings account, taxation, and ICMA, must be submitted in a form provided by the City, on the 20th of the month prior to the requested withholding. The withholding will then be processed and go into effect the first full pay period of the subsequent month. The City will otherwise comply with IRS guidelines related to modifications in income tax withholdings.

### **ARTICLE XXIII LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee comprised of three representatives of SBPOA and three representatives of the City. The purpose of the Labor-Management Committee shall be to provide a forum for communication between the parties to this Agreement to discuss matters of mutual concern, including, but not limited to, internal affairs processing and procedure, retention of officers, and such other issues as the parties may mutually agree.

Meetings of the Labor-Management Committee will be held as needed at a mutually agreeable time and date. The Labor-Management Committee shall have no bargaining authority; however, any agreement reached by the Labor-Management Committee shall be reduced to writing and supported by the representatives to the Labor-Management Committee. Any agreement regarding matters addressed by the Labor-Management Committee shall not amend or otherwise modify the terms and conditions of this Agreement unless mutually agreed to in writing by the City and SBPOA.

### **ARTICLE XXIV DURATION OF AGREEMENT**

**SECTION 1:**

a. This Agreement is effective July 1, 2021, and shall remain in effect through June 30, 2022. This Agreement shall continue from year to year thereafter unless written notice of desire to cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

b. Any reference to the “date this Agreement is signed” herein, shall refer to the later of the two signature dates appearing below.

**SECTION 2:** Where no such cancellation or modification notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to June 30, 2022, or June 30 of any subsequent contract year advising that such party desires to revise or change terms or conditions of such Agreement.

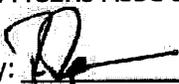
**SECTION 3:**

a. The Union agrees that during the term of this Agreement there will be no strike, work stoppage, or other concerted refusal to perform work by employees covered by this Agreement.

b. The City agrees that during the term of this Agreement, it will not lock out any of the employees covered by this Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Dated at South Burlington, Vermont his 7 day of May, 2021

SOUTH BURLINGTON POLICE  
OFFICERS ASSOCIATION

By:   
Daniel Boyer, SBPOA President  
Duly authorized

CITY OF SOUTH BURLINGTON, VT  
COUNCIL MEMBERS

  
Helen Riehle, City Council Chair  
Duly Authorized

**APPENDIX A-1**

**SBPD POLICE PAY SCALE - SWORN OFFICERS - FY22**

1	2	3	4	5	6	7/CPL	8	9	10
\$ 25.47	\$ 25.98	\$ 26.50	\$ 27.03	\$ 27.57	\$ 28.12	\$ 30.09	\$ 30.69	\$ 31.31	\$ 31.93
\$ 1,018.88	\$ 1,039.25	\$ 1,060.04	\$ 1,081.24	\$ 1,102.87	\$ 1,124.92	\$ 1,203.67	\$ 1,227.74	\$ 1,252.30	\$ 1,277.34
\$ 52,981.59	\$ 54,041.23	\$ 55,122.05	\$ 56,224.49	\$ 57,348.98	\$ 58,495.96	\$ 62,590.68	\$ 63,842.49	\$ 65,119.34	\$ 66,421.73
11	12	13	14	15	16	17	18	19	20
\$ 32.57	\$ 33.22	\$ 33.89	\$ 34.57	\$ 35.26	\$ 35.96	\$ 36.68	\$ 37.42	\$ 38.16	\$ 38.93
\$ 1,302.89	\$ 1,328.95	\$ 1,355.52	\$ 1,382.63	\$ 1,410.29	\$ 1,438.49	\$ 1,467.26	\$ 1,496.61	\$ 1,526.54	\$ 1,557.07
\$ 67,750.16	\$ 69,105.17	\$ 70,487.27	\$ 71,897.01	\$ 73,334.95	\$ 74,801.65	\$ 76,297.69	\$ 77,823.64	\$ 79,380.11	\$ 80,967.72
SGT 1	SGT 2	SGT 3	SGT 4	SGT 5					
\$ 40.87	\$ 41.69	\$ 42.52	\$ 43.37	\$ 44.24					
\$ 1,634.93	\$ 1,667.62	\$ 1,700.98	\$ 1,735.00	\$ 1,769.70					
\$ 85,016.10	\$ 86,716.42	\$ 88,450.75	\$ 90,219.77	\$ 92,024.16					

Using 0.6% COLA

1.006

FY21 Step 1

\$25.32

Updated January 2021

PAY SCALE WORKSHEET

POLICE - CIVILIAN

Appendix A-2

updated 4/5/2019

Appendix A-2

FY 2019		2% COLA INCREASE																								
1.0200		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Records	\$ 18.77	\$ 19.05	\$ 19.33	\$ 19.63	\$ 19.92	\$ 20.22	\$ 20.52	\$ 20.83	\$ 21.13	\$ 21.45	\$ 21.79	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.82	\$ 24.17	\$ 24.54	\$ 24.90	\$ 25.27	\$ 25.64	\$ 26.02	\$ 26.40	\$ 26.78	
	\$ 39,036	\$ 39,617	\$ 40,198	\$ 40,823	\$ 41,427	\$ 42,052	\$ 42,678	\$ 43,326	\$ 43,951	\$ 44,622	\$ 45,314	\$ 45,962	\$ 46,655	\$ 47,370	\$ 48,063	\$ 48,800	\$ 49,538	\$ 50,275	\$ 51,035	\$ 51,794	\$ 52,554	\$ 53,336	\$ 54,121	\$ 54,967	\$ 55,794	
Dispatchers	\$ 20.96	\$ 21.27	\$ 21.52	\$ 21.84	\$ 22.17	\$ 22.49	\$ 22.84	\$ 23.18	\$ 23.54	\$ 23.88	\$ 24.24	\$ 24.60	\$ 24.98	\$ 25.35	\$ 25.73	\$ 26.12	\$ 26.50	\$ 26.90	\$ 27.31	\$ 27.72	\$ 28.12	\$ 28.55	\$ 28.97	\$ 29.42	\$ 29.85	
	\$ 43,594	\$ 44,242	\$ 44,756	\$ 45,426	\$ 46,119	\$ 46,789	\$ 47,504	\$ 48,219	\$ 48,957	\$ 49,672	\$ 50,409	\$ 51,169	\$ 51,951	\$ 52,733	\$ 53,515	\$ 54,319	\$ 55,124	\$ 55,950	\$ 56,800	\$ 57,649	\$ 58,498	\$ 59,391	\$ 60,263	\$ 61,201	\$ 62,095	
cross check	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
FY 20		2.5% COLA INCREASE																								
1.0250		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Records	\$ 19.24	\$ 19.52	\$ 19.81	\$ 20.12	\$ 20.41	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.66	\$ 21.99	\$ 22.33	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.68	\$ 24.05	\$ 24.41	\$ 24.77	\$ 25.15	\$ 25.52	\$ 25.90	\$ 26.28	\$ 26.68	\$ 27.09	\$ 27.49	
	\$ 40,012	\$ 40,607	\$ 41,203	\$ 41,844	\$ 42,462	\$ 43,104	\$ 43,745	\$ 44,409	\$ 45,050	\$ 45,737	\$ 46,447	\$ 47,112	\$ 47,822	\$ 48,554	\$ 49,264	\$ 50,020	\$ 50,776	\$ 51,532	\$ 52,311	\$ 53,089	\$ 53,868	\$ 54,670	\$ 55,492	\$ 56,341	\$ 57,189	
Dispatchers	\$ 21.48	\$ 21.80	\$ 22.06	\$ 22.39	\$ 22.73	\$ 23.06	\$ 23.41	\$ 23.76	\$ 24.13	\$ 24.48	\$ 24.84	\$ 25.22	\$ 25.60	\$ 25.99	\$ 26.37	\$ 26.77	\$ 27.16	\$ 27.57	\$ 27.99	\$ 28.41	\$ 28.83	\$ 29.27	\$ 29.70	\$ 30.16	\$ 30.60	
	\$ 44,684	\$ 45,348	\$ 45,875	\$ 46,562	\$ 47,272	\$ 47,959	\$ 48,692	\$ 49,425	\$ 50,181	\$ 50,913	\$ 51,669	\$ 52,448	\$ 53,250	\$ 54,051	\$ 54,853	\$ 55,677	\$ 56,502	\$ 57,349	\$ 58,220	\$ 59,090	\$ 59,960	\$ 60,876	\$ 61,769	\$ 62,731	\$ 63,648	
cross check	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
FY 21		2.5% COLA INCREASE																								
1.0250		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Records	\$ 19.72	\$ 20.01	\$ 20.30	\$ 20.62	\$ 20.92	\$ 21.24	\$ 21.56	\$ 21.88	\$ 22.20	\$ 22.54	\$ 22.89	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28	\$ 24.65	\$ 25.02	\$ 25.39	\$ 25.78	\$ 26.16	\$ 26.55	\$ 26.94	\$ 27.34	\$ 27.75	\$ 28.17	
	\$ 41,012	\$ 41,622	\$ 42,233	\$ 42,890	\$ 43,524	\$ 44,181	\$ 44,838	\$ 45,519	\$ 46,177	\$ 46,881	\$ 47,609	\$ 48,289	\$ 49,017	\$ 49,768	\$ 50,496	\$ 51,271	\$ 52,045	\$ 52,820	\$ 53,618	\$ 54,416	\$ 55,215	\$ 56,036	\$ 56,867	\$ 57,720	\$ 58,594	
Dispatchers	\$ 22.02	\$ 22.35	\$ 22.61	\$ 22.95	\$ 23.30	\$ 23.63	\$ 23.99	\$ 24.36	\$ 24.73	\$ 25.09	\$ 25.46	\$ 25.85	\$ 26.24	\$ 26.64	\$ 27.03	\$ 27.44	\$ 27.84	\$ 28.26	\$ 28.69	\$ 29.12	\$ 29.55	\$ 30.00	\$ 30.44	\$ 30.91	\$ 31.36	
	\$ 45,801	\$ 46,482	\$ 47,022	\$ 47,726	\$ 48,454	\$ 49,158	\$ 49,909	\$ 50,660	\$ 51,435	\$ 52,186	\$ 52,961	\$ 53,759	\$ 54,581	\$ 55,402	\$ 56,224	\$ 57,069	\$ 57,914	\$ 58,783	\$ 59,675	\$ 60,567	\$ 61,459	\$ 62,398	\$ 63,314	\$ 64,300	\$ 65,239	
cross check	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
FY 22		1.1% COLA INCREASE																								
1.0110		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Records	\$ 19.93	\$ 20.23	\$ 20.53	\$ 20.85	\$ 21.16	\$ 21.47	\$ 21.79	\$ 22.12	\$ 22.44	\$ 22.79	\$ 23.14	\$ 23.47	\$ 23.83	\$ 24.19	\$ 24.54	\$ 24.92	\$ 25.30	\$ 25.67	\$ 26.06	\$ 26.45	\$ 26.84	\$ 27.24	\$ 27.64	\$ 28.06	\$ 28.48	
	\$ 41,463	\$ 42,080	\$ 42,697	\$ 43,362	\$ 44,003	\$ 44,667	\$ 45,332	\$ 46,020	\$ 46,684	\$ 47,396	\$ 48,132	\$ 48,821	\$ 49,556	\$ 50,316	\$ 51,051	\$ 51,835	\$ 52,618	\$ 53,401	\$ 54,208	\$ 55,015	\$ 55,822	\$ 56,653	\$ 57,493	\$ 58,355	\$ 59,238	
Dispatchers	\$ 22.26	\$ 22.59	\$ 22.86	\$ 23.20	\$ 23.55	\$ 23.89	\$ 24.26	\$ 24.62	\$ 25.00	\$ 25.37	\$ 25.74	\$ 26.13	\$ 26.53	\$ 26.93	\$ 27.33	\$ 27.74	\$ 28.15	\$ 28.57	\$ 29.01	\$ 29.44	\$ 29.87	\$ 30.33	\$ 30.77	\$ 31.25	\$ 31.71	
	\$ 46,305	\$ 46,993	\$ 47,539	\$ 48,251	\$ 48,987	\$ 49,699	\$ 50,458	\$ 51,218	\$ 52,001	\$ 52,760	\$ 53,544	\$ 54,351	\$ 55,181	\$ 56,012	\$ 56,843	\$ 57,697	\$ 58,551	\$ 59,430	\$ 60,331	\$ 61,233	\$ 62,135	\$ 63,085	\$ 64,010	\$ 65,007	\$ 65,956	
cross check	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	

**CIVILIAN PLACEMENT -- Records and Dispatch**

**APPENDIX A-3**

Step	FY22	FY21 RATES		FY22 RATES			
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		
REC 17	PAM	OPFERMAN	\$ 24.65	\$ 51,272.00	\$ 25.30	\$ 52,624.00	
Not on scale	VINA	YERGEAU	\$ 25.14	\$ 52,291.20	\$ 25.79	\$ 53,650.77	
Not on scale	MORIA	ADAMS	\$ 28.92	\$ 60,153.60	\$ 29.67	\$ 61,717.59	
DISP 10	REBECCA	FORSELL	\$ 26.45	\$ 55,016.00	\$ 26.74	\$ 55,621.18	No longer FT, Union, COLA only
DISP 7	JESSIE	REARDON	\$ 23.63	\$ 49,150.40	\$ 24.26	\$ 50,460.80	
not on scale	MICHELE	SHEPARD	\$ 26.45	\$ 55,016.00	\$ 27.14	\$ 56,446.42	
DISP 6	SHANNON	YANDOW	\$ 23.30	\$ 48,464.00	\$ 23.89	\$ 49,691.20	
DISP 3	LENAMARIE	HEGENAUER	\$ 22.35	\$ 46,482.00	\$ 22.86	\$ 47,548.80	
Not on scale	DEBRA	KRUGER**	\$ 34.01	pt time	\$ 34.38		**Used 1.1% COLA. COLA only