THE CITY OF BARRE, VERMONT AND BARRE CITY POLICE OFFICERS ASSOCIATION

AND

Fraternal Order of Police Lodge 004

July 1, 2021 through June 30, 2024

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Labor Agreement Between E CLTY OF DADDE, VER

THE CITY OF BARRE, VERMONT

And

THE BARRE CITY POLICE OFFICERS ASSOCIATION FRATERNAL ORDER OF POLICE LODGE 004

WHEREAS, the parties hereto desire to establish, maintain and regulate the conditions under which certain of the employees of the City of Barre, Vermont shall work for the Barre City Police Department during the term of the contract and with a view toward securing harmonious cooperation between the parties for the purpose of efficiently maintaining the operations of the Barre City Police Department, of insuring operable terms and conditions of employment and of providing for the peaceful settlement of grievances and disputes that may arise from time to time, these contracting parties do hereby covenant as follows:

A. ARTICLE I - GENERAL

- 1. The Barre City Police Officers and individual members of Union are to regard themselves as public employees and are to be governed by the highest ideals, honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.
- 2. Working days as used in this contract shall mean Monday through Fridays inclusive, excluding Saturdays, Sundays and holidays.
- 3. Employees have a right to review their personnel file, in the presence of a city witness, at any reasonable time and may request a copy of the contents of their personnel file.
- 4. "Domestic Partnership", as used throughout this contract, shall be a relationship that is defined as follows:
 - a. The persons are not related by blood closer than would bar marriage in the State of Vermont.
 - b. Neither person is married or related by marriage.
 - c. The persons share primary residence and common necessities of life.
 - d. The persons are eighteen (18) years of age and are competent to enter a Contract.
 - e. The persons declare that they are each other's sole domestic partner and have been each other's sole domestic partner for a period of at least twelve (12) consecutive months prior to the execution of the partnership.
 - f. The persons have agreed between themselves to be responsible for each other's welfare.
 - g. The persons have agreed to notify the City Manager of any change in the status of their domestic partnership.
 - h. Neither person has declared that he or she has a different domestic partner."

B. ARTICLE II - RECOGNITION OF RIGHTS

1. The Barre City Police Officers Association, affiliated with the Fraternal Order of Police Lodge 004, is recognized as the exclusive bargaining agent for patrol officer, sergeants, corporal/investigating officers, clerks/dispatchers, and parking meter technician/maintenance persons excluding the Chief of Police and Deputy Chief of Police, employed by the City of Barre Police Department.

C. ARTICLE III - GENDER

1. Except as the context may specifically require otherwise, use of the masculine or feminine gender shall be understood to include both masculine and feminine genders.

D. ARTICLE IV - MANAGEMENT RIGHTS

1. The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, the City Charter, and the City Code of Ordinances and any modifications made thereto, and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in are exercised by employers except to the extent such are specifically relinquished herein are reserved to and remain vested in the City.

E. ARTICLE V – PERMANENT/TEMPORARY EMPLOYEE

1. PERMANENT EMPLOYEE

- a. A permanent full time employee is one who is scheduled to work at least thirty-seven (37) hours a week for fifty-two (52) weeks each calendar year except for vacations, holidays or sick leave. All employees in this category are eligible for participation in all fringe benefits -- vacations, holidays, sick leave, insurance and pension. At the beginning of employment, the City will provide the employee and the Union Steward a letter defining who the employee's supervisor is and will notify the employee and the Union Steward upon any changes.
- b. A permanent part time employee is one who is regularly scheduled to work less than full-time. A permanent part time employee who is regularly scheduled to work twenty (20) or more hours per week will be eligible for participation in all fringe benefits on a pro-rated basis of their hours as a fraction of the normal full time work week of forty (40) hours. A permanent part time employee who is regularly scheduled to work less than twenty (20) hours per week is not eligible to participate in any of the fringe benefit programs provided under this agreement.
- c. The first one hundred and eighty days (180) of employment of all newly hired employees other than full time sworn police officers shall be considered a trial or probationary period within which the Employer may discharge said new employees without such discharge being subject to the just cause, grievance and arbitration provisions of this Agreement. The first twelve months of employment for all newly

hired full time sworn police officers shall be considered a trial or probationary period within which the Employer may discharge said new employees without such discharge being subject to the just cause, grievance and arbitration provisions of this Agreement. All contract benefits other than discharge subject to just cause and access to the grievance procedure shall be available to probationary employees as provided by contract, subject to the normal practices imposed by the City's insurance carriers or by law. Upon completion of this trial or probationary period, the employee shall be placed on the seniority list and effective date of the employee's seniority shall be the date of hire.

2. TEMPORARY EMPLOYEES

- a. A temporary employee may be hired to work when a regular employee is absent for more than three (3) units of a shift cycle (i. e., shift cycles being either 5 on, 3 off; 5 on, 2 off or 4 on, 2 off) due to injury or illness. Temporary employees may also be hired as a replacement when a full time employee who is scheduled or activated for military leave or granted a paid or unpaid leave of absence is absent in excess of three (3) units of a shift cycle.
- b. The temporary employee selected to fill the absent employee's position shall demonstrate a level of proficiency and expertise acceptable to the Chief and Sergeants prior to the employee's employment. Should a temporary patrol officer be appointed as a regular patrol officer directly from employee's temporary employment, employee shall receive credit for time earned from employee's original date of employment.
- c. Temporary employees may be hired immediately as a replacement when a full time officer is scheduled to attend the basic course at the Vermont Police Academy, until such time as the full time officer completes the course.
- d. Temporary openings may be filled by a voluntary, temporary transferee. Temporary openings shall be offered by seniority. Employees temporarily transferred shall return to their previous assignment upon completion of the temporary assignment. Temporary transferees shall not be used in a manner inconsistent with the provisions of this agreement for the purpose of eliminating overtime, without the mutual consent of the City and the Union.
- e. In the event of an absence of a regularly scheduled employee, the City will offer such openings to regular, full time employees on the basis of seniority as outlined within the provisions of this Agreement. If no regular full time employee takes the opening, the open shift may be offered to a temporary employee based on department practices. If no full time employee or temporary employee opts to take the shift, and filling the shift is required to maintain minimum staffing requirements, the open shift will be filled by splitting the assignment between the least senior employees on the shifts prior to and following the open shift.
- f. Staffing levels on 1st, 2nd and 3rd shifts will be maintained based on current practice as of August 2015. The monthly schedule of regular shift assignments will be posted at the Department in a conspicuous place. Additional shifts, above and beyond the

regular assigned shifts for the month, may be added to the schedule at the discretion of the Chief. Fifty percent (50% of the additional shifts shall be reserved for and offered to regular full time officers in accordance with the procedure set forth in subsection 2e of this Article, and fifty percent (50%) of the additional positions shall be reserved for and offered to temporary officers. If regular police officers do not accept the additional shift assignments reserved for them they will be offered to part time officers; if part time police officers do not accept the additional shift assignments reserved for them they will be offered to regular full time police officers. Regular full time police officers will not be ordered in to fill the additional, discretionary shifts.

- g. In the event an officer scheduled to work an assigned shift is unavailable, the shift officer in charge ("OIC"), following consultation with and approval by the Chief or Deputy Chief, can elect to fill the shift vacancy, or not, provided there are still 2 officers on the schedule. In the event the shift OIC is unable to contact either the Chief or Deputy Chief the shift OIC can make the decision to fill the vacancy, or not. The shift OIC shall make diligent efforts to contact either the Chief or Deputy Chief before making a final decision.
- h. Level II police officers employed by the BCPD shall count toward the minimum staffing coverage standards provided the following criteria are met:
- i.
 - (1) The officer will be hired as a regular police officer by the BCPD; and
 - (2) The officer is assigned a regular work schedule by the BCPD; and
 - (3) The officer has successfully completed Level II Training; and
 - (4) The officer has successfully completed Field Training under the supervision of a Field Training Officer employed by the BCPD; and
 - (5) The officer is awaiting admission to the Vermont Police Academy; and
 - (6) Successful completion of the program provided by the Vermont Police Academy is required to maintain employment as a regular officer of the BCPD.

The City agrees that no more than one (1) Level II officer shall be assigned to a shift.

F. ARTICLE VI – UNION SECURITY/CHECKOFF

1. UNION SECURITY

a. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing for the duration of the Agreement.

City ____

2. CHECK-OFF

- a. The employer will deduct Union dues weekly upon authorization by the Union member employee in writing. The dues deducted shall be paid over to the Local Union Treasurer of the bargaining unit upon request. Included with the payment shall be a list showing the amount of dues collected for each member for the period of time covered by the remittance.
- b. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

G. ARTICLE VII - NO STRIKE OR LOCKOUT

1. The Union agrees that during the term of this Agreement neither the Union nor its members shall encourage or engage in any strikes, stoppages, slow-downs or other interruption of work and the Employer agrees that there shall be no lockouts.

H. ARTICLE VIII - SENIORITY

- 1. Separate seniority lists will be maintained for Police Officers, Community Service Officer, Dispatchers, and Meter Maintenance Technicians based on length of service with the Department. Time spent in the armed forces on military leaves of absences, and other authorized leaves not to exceed one (1) year, and time lost because of duty-connected disabilities shall be included.
- 2. An up-to-date seniority list showing the names, length of service dates, and departmental assignments and rank shall be maintained for inspection by members.
- 3. An employee shall forfeit employee's seniority rights only for the following reasons
 - a. Employee resigns
 - b. Employee is dismissed and is not reinstated
 - c. Employee retires on regular service retirement.
- 4. The City is in accord with the principle that seniority should be a major factor in filling job openings, provided the employee is fully qualified otherwise. Classification seniority (rank) shall take preference over departmental seniority in promotions.
- 5. The choice of vacations and furloughs shall be by seniority, consistent with the efficient operation of the Department. Promotions shall be made in accordance with the Code of Ordinances for Barre City.
- 6. In the event it becomes necessary to reduce the police force, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.

- 7. If an employee returns from a higher classification after more than a probationary period; i.e. returns voluntarily or involuntarily to employee's previous classification, employee shall retain seniority in all cases except for work assignment. In the case of a reduction in force resulting in a return to a lower class, all seniority rights shall be retained.
- 8. Whenever seniority rights are important or are at issue in connection with any employment rights, benefits or working conditions, the date and time of hiring will be the effective date for computation of seniority. Seniority rights shall be considered and be determinative to resolve any conflicts among employees with vacation choice, leaves, schedule changes, shift openings, shift rotation, and overtime scheduling.

I. ARTICLE IX - VACATIONS

1. Permanent employees who have completed six (6) months of continuous service shall receive five (5) paid vacation days. Permanent employees who have completed one (1) year or more of continuous service shall receive the vacation days per fiscal year indicated on the chart below. The number of days each employee receives annually will be posted and become effective on 1 July of each year.

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1 \text{ year } = 10 \text{ days}
  2 \text{ years} = 11 \text{ days}
  3 \text{ years} = 12 \text{ days}
  4 \text{ years} = 13 \text{ days}
  5 \text{ years} = 14 \text{ days}
  6 \text{ years} = 15 \text{ days}
  7 \text{ years} = 16 \text{ days}
  8 \text{ years} = 16.5 \text{ days}
  9 \text{ years} = 17 \text{ days}
10 \text{ years} = 18 \text{ days}
11 \text{ years} = 19 \text{ days}
12 \text{ years} = 20 \text{ days}
13 \text{ years} = 21 \text{ days}
14 \text{ years} = 22 \text{ days}
15 \text{ years} = 23 \text{ days}
16 \text{ years} = 24 \text{ days}
17 \text{ years} = 25 \text{ days}
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- 2. Employees are allowed to carry over a maximum of one hundred percent of their annual vacation allowance from year to year.
- 3. Vacation requests of less than five (5) days can be submitted at any time and will be approved on the basis of seniority. Vacation requests of five (5) days or more must normally be submitted to department heads at least thirty (30) days in advance of the date the leave is requested to begin.
- 4. Failure to submit a vacation request by the submission dates listed above will not be a reason for disapproval. Vacation requests once submitted and approved will not be later

- disapproved unless there is an emergency beyond the City's control that requires the presence of that particular employee.
- 5. Upon retirement, layoff, or resignation, the employee shall be paid their accumulated vacation credits, provided the employee has completed employee's probationary period. Upon the employee's death, accumulated vacation credits shall be paid to the employee's spouse. If the employee does not have a spouse the accumulated vacation credits shall be paid to the employee's beneficiary(ies) as listed on the employee's group life insurance policy.
- 6. The City Manager reserves the sole right to grant or deny extensions for the use of accrued vacation time beyond the timelines defined above. Extensions may be granted for the underlying reason being that an employee was unable to take accrued vacation time as a result of an extended restriction or action by the City. The request must meet the following criteria;
 - a. It will be submitted in writing through the employee's supervisor and department head.
 - b. It must provide the dates and conditions relating to any denial of use of accrued vacation time.
 - c. It must be submitted by June 1 of the current fiscal year.
 - d. It must contain the number of days requested and the date by when the vacation time will be used.
 - e. The request will be signed by the employee, the supervisor (if any) and the department head.

J. ARTICLE X – HOLIDAYS/PERSONAL DAYS

1. HOLIDAYS

a. The following holidays shall be recognized and observed as paid holidays for full-time permanent employees after six (6) months of continuous service.

New Years Day
Martin Luther King Birthday
President's Day
Town Meeting Day
Memorial Day
Independence Day
Labor Day
Indigenous People's/Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

January 1st
Third Monday In January
Third Monday in February
First Tuesday in March
Last Monday In May
July 4th
First Monday in September
Second Monday in October
November 11th
Fourth Thursday in November
Friday following Thanksgiving
December 25th

The City agrees that if Juneteenth is granted as an additional holiday to another bargaining unit it will become an additional holiday for the police unit.

2. HOLIDAY PAY

- a. A permanent full time employee shall be entitled to receive one day's pay for each of the holidays as noted above or prorated as defined in Article IV (A); permanent part time employees will receive holiday pay pro-rated to their full time equivalency For the purpose of this section the term "day" shall mean nine (9) hours for full time employees working a regular daily base schedule of nine hours. For the purpose of this section the term "day" shall mean eight (8) hours for full time employees working a base schedule of eight (8) hours. The term "days" will be pro rated to an appropriate number of hours for employees working a regular daily base schedule of less than eight hours. If such employee works on any of the holidays listed above, employee shall receive pay at one and a half (1½) times the employee's regular hourly rate for hours worked on that holiday, in addition to the regular holiday pay, except that employees assigned to work on Christmas or New Year's Day shall be paid at double time the employee's regular rate of pay. The Community Service Officer and the meter maintenance person will receive a day off with pay on the aforementioned holidays. Said holidays will be celebrated on the previous Friday, if they occur on Saturday, and the following Monday, if they occur on Sunday.
- b. In the event city hall is closed early on either Christmas Eve or New Year's Eve, police department employees who are scheduled to work shall receive an equivalent number of hours off in the form of compensation time.

3. PERSONAL DAY

a. Each permanent employee shall be entitled to one (1) day personal leave with pay during each fiscal year, except that full-time dispatchers shall also be entitled to one (1) day personal leave with pay during each quarter of the fiscal year (a maximum of five (5) personal days). For the purpose of this section the term "day" shall mean nine (9) hours for full time employees working a regular daily base schedule of nine hours. For the purpose of this section the term "day" shall mean eight (8) hours for full time employees working a base schedule of eight (8) hours. The term "days" will be pro rated to an appropriate number of hours for employees working a regular daily base schedule of less than eight hours. Employees shall request and receive prior approval from the City before personal leave may be taken. A request for personal leave should be made at least two (2) working days in advance of such leave. It is at the City's discretion to grant or deny personal leave, but the City will make reasonable efforts to accommodate an employee's request. Personal leave may be taken in increments as little as one-quarter (1/4) hour. The day(s) for personal leave shall be taken during the fiscal year in which it accrues, or such personal leave, or any remaining portion thereof, shall be forfeited without compensation.

City ____

K. ARTICLE XI - BEREAVEMENT LEAVE

- 1. In the event of death in the immediate family of any employee, he/she shall be allowed a Leave not to exceed five (5) working days with pay. Immediate family is defined as: father, mother, spouse, domestic partner, children, brother or sister, or stepchildren if they reside full-time with the employee.
- 2. In the event of death of an employee's father-in-law, mother-in-law, grandparents or spouse's grandparents, grandchildren or spouse's grandchildren, brothers-in-law, sisters-in-law or stepchildren, the employee shall be granted leave not to exceed three (3) working days with pay.
- 3. If an employee of this bargaining unit dies, a maximum of four (4) hours leave will be allowed for members of the bargaining unit to attend the funeral.
- 4. In the event of a death of a person not in the immediate family of the employee, living in the employee's household, including step-parents, step-brothers, step-sisters, and relatives of the employee, a bereavement leave not to exceed one (1) day shall be granted.
- 5. If internment of a Spouse, Child, Domestic Partner, or Immediate Family, is postponed to a later date and occurs during the employee's scheduled work day, the employee may use any of the three or five (3 or 5) foregoing days off with pay on the date of internment.

L. ARTICLE XII - SICK LEAVE

1. Each permanent full-time employee shall accrue one (1) day of sick leave for each month of employment, which shall be allowed to accumulate up to one hundred and twenty (120) days. For the purpose of this section the term "day" shall mean nine (9) hours for full time employees working a regular daily base schedule of nine hours. For the purpose of this section the term "day" shall mean eight (8) hours for full time employees working a base schedule of eight (8) hours. The term "days" will be pro rated to an appropriate number of hours for employees working a regular daily base schedule of less than eight hours. No sick leave with pay shall be granted for more than three (3) days unless the employee submits with the employee's application therefore, a certificate from a duly licensed physician. The City may investigate or require reports or other evidence of due cause for the granting of sick leave. The Chief of Police or the City Manager may, at their discretion, waive the requirement of a doctor's certificate for sick leave compensation.

Effective January 1, 2021 employees shall be authorized one (1) paid day off or one (1) day's pay for each consecutive ninety (90) calendar days that the employee does not use any sick leave. If the employee elects an additional paid day the employee must use that day during the fiscal year in which it accrues.

2. Sick leave is provided for payment to any regular employee for absence necessitated by inability to perform the duties of the employee's position by reason of illness or injury or as may be required by Vermont statute. No sick leave shall be paid for personal injury or accident suffered by an employee within the scope of the employee's employment.

- 3. Time lost by an employee by reason of leave of absence without pay or time otherwise not worked or not paid for shall not be counted in computing allowance for sick leave.
- 4. Sick leave will be paid in increments of not less than one (1) hour.
- 5. The City will provide a monthly sick leave/vacation status report.
- 6. Effective January 1, 2021, upon retirement from the City, employees will be allowed to redeem unused, accrued sick leave at a rate of four (4) sick leave days for one (1) day of pay. Upon termination of employment with the City for any other reason or under circumstances which would prohibit the employee from serving as a law enforcement officer within the State of Vermont, unused sick leave will be forfeited without compensation.
- 7. The employee shall be entitled to three (3) non-personal days with pay per year to provide healthcare assistance for a spouse, child, domestic partner, or other immediate family member as defined in Article XI, Bereavement Leave.

M. ARTICLE XIII - DISABILITY LEAVE

1. INJURY IN THE COURSE OF DUTY

- a. When it is established that any employee is disabled while in the performance of the employee's duty and is entitled to worker's compensation benefits under Title 21, Chapter 9 of the Vermont Statutes Annotated, Employer's Liability and Worker's Compensation, he/she shall, during such period of disability, receive the employee's full pay, for a period of up to three (3) months. The City Manager may extend the period of full pay by up to an additional three (3) months if there are reasonable indications that the employee will return to work by the end of the extension.
- b. The City shall pay, by separate check, the difference between the employee's base rate and Workers' Compensation, if less than base rate. The City will cover wages until Worker's Compensation benefit payments begin so there will be no lapse in pay. Invalid claims will have to be reimbursed to the City. If an employee elects to receive their base pay from the City, they will immediately turn over their Workman's Compensation check to the City as they receive them. Employees will contact their supervisor weekly to provide information and updates on their condition and when they will return to work.
- c. All other benefits will continue during any additional period of disability while he/she remains an employee. No time covered by compensation for injury in the course of duty shall be charged to sick leave.

2. INDEMNITY

a. Any employee who is injured in the performance of the employee's duties may be treated by a doctor of the employee's choice. However, in all non-emergency situations an employee who experiences an on-the- job injury shall meet with a

representative of CVMC Occupational Medicine or such other entity as may be designated by the City as soon as possible. Medical clearance required for a regular employee to return to the employee's duties shall be subject to the approval of a health care provider designated by the City.

N. ARTICLE XIV - GRIEVANCE PROCEDURE

- 1. The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible so as to ensure efficiency and promote employee morale.
- 2. The time frames for any or all steps of the grievance procedure may be extended as mutually agreed upon by both the City and the Union Chair or his designee.
- 3. Should any employee or group of employees feel aggrieved as a result of any condition arising out of employee-employer relationship, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in their employment, adjustments shall be sought as follows by the employee with the assistance of the Union. No settlement of a grievance by an employee shall contravene the provisions of this Agreement.
- 4. The grievance procedure shall consist of the following four (4) steps. Should the City and the Union agree to an informative meeting, the timelines presented below will be adjusted accordingly from the date of the meeting.
 - a. The Union Steward, without the aggrieved employee unless agreed otherwise by the City and the Union, shall take up the grievance or dispute orally at a pre-coordinated meeting with the employee's immediate supervisor within five (5) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within seven (7) working days.
 - b. If the grievance has not been resolved, it shall be presented in writing to the Department Head within five (5) working days after the supervisor's response. The Department Head shall respond to the Steward in writing within seven (7) working days. The written grievance shall cite the specific contract Article and paragraph that is being used as the basis for the grievance.
 - c. If the grievance still remains unresolved, it shall be presented to the City Manager in writing within nine (9) working days after the response of the department head. The City Manager shall respond in writing within twelve (12) working days.
 - d. If the grievance still remains unresolved, it may be appealed to the City Council within twenty-one (21) working days of the City Manager's decision. The City Council shall respond in writing within fourteen (14) working days. If the grievance is not resolved in this final step, either party may, within twenty-one (21) working days after the decision of the City Council, by written notice to the other, request arbitration.

- 5. If Arbitration has been properly requested, the parties shall, by mutual agreement, select an arbitrator. In the event that the Union and the Employer cannot agree on the arbitrator, the arbitrator shall be selected under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement, and the arbitrator's decision must be based on the evidence as submitted, and shall be final and binding upon the parties hereto. It is mutually agreed that the compensation and expenses of the arbitrator shall be divided equally among the parties. The cost of the stenographic expenses shall be paid by the party ordering same. The decision of the arbitrator shall be complied with within five (5) working days after the decision is rendered.
- 6. An employee may waive the filing of a grievance if he/she so desires.
- 7. Either the Union Shop Steward or the Union Chapter Chair shall be granted reasonable time off during the employee's working hours without pay at the discretion of the City Manager or designee to investigate and process grievances. The City will cooperate with the Union Shop Steward or the Union Chapter Chair in investigating or processing grievances outside the employee's working hours. The Union Shop Steward or the Union Chapter Chair shall receive their regular pay if required to attend a meeting called or scheduled by the City Manager or designee during the Steward/Chair's regular working hours to discuss or process a grievance, or to conduct a disciplinary investigation meeting.

NOTICE: SEE APPENDIX E FOR ACKNOWLEDGEMENT OF ARBITRATION.

O. ARTICLE XV - DISCHARGE/DISCIPLINE

1. DISCHARGE

- a. The right to discharge, suspend or otherwise discipline employees shall continue with the Employer, provided, however, that no such action shall be taken against an employee who has successfully completed their original probation period without just cause. The Employer agrees promptly upon the discipline, suspension or discharge of any employee to give written notice thereof to the Union Steward.
- b. A permanent employee who has completed their probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be processed through the grievance procedure in accordance with ARTICLE XIV, except that in the case of discharge, the grievance shall be submitted in writing at Step #2 of the grievance procedure within five (5) working days of the date of the discharge, or in the event that the City shall provide prior written notice of discharge, then the grievance shall be submitted in writing within five (5) working days of the date of the written notice of discharge.

2. DISCIPLINE

a. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

- (1) Impose discipline within a reasonable time of the offense, or the City's discovery or knowledge of the offense. The City agrees to notify an employee of any potential disciplinary matter within seven (7) days of the City's discovery or knowledge of the offense, except in circumstances where such notification could compromise an ongoing investigation into the matter or related activities.
- (2) Apply discipline with a view toward uniformity and consistency of punishment, and;
- (3) Employ a system of progressive discipline, in increasing order of severity:
 - (a) First Offense Oral Reprimand, which will be documented and signed with a copy to the Union Steward.
 - (b) Second Offense of a similar nature Written reprimand. Written reprimands shall be written by the employee's immediate supervisor or the Chief of Police. The reprimand will be presented to and explained to the employee by the employee's immediate supervisor. A Union Representative will be present.
 - (c) Third Offense of a similar nature Written Reprimand and up to ninety (90) days suspension without pay, at the discretion of the Chief of Police, following consultation with the City Manager. Suspension will be given out under the following guidelines. No vacation leave, sick leave or personal leave shall accrue during this suspension.
 - (i) Up to fifteen (15) days for minor offenses
 - (ii)Up to thirty (30) days for moderate offenses
 - (iii)Up to ninety (90) days for serious offenses
 - (d) Fourth Offense of a similar nature Written Reprimand and Dismissal. The employee will be afforded an opportunity to meet with the City Manager, or his designee, prior to the decision to dismiss.
- b. Nothing in this Section shall prohibit the City from bypassing progressive discipline for just cause or applying discipline in differing degrees so long as it is imposing discipline for just cause. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the "just cause" standard. The City may repeat steps in progressive discipline and does not have to automatically advance to the next step.
- c. Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.
- d. Written warnings and written reprimands shall be removed from the employee's personnel file after two (2) years provided that no other disciplinary action of a similar nature was taken against the employee within the two (2) year period following the warning or reprimand. All documentation relating to a disciplinary

suspension, reduction in rank, or similar disciplinary action shall become part of the employee's permanent personnel file.

P. ARTICLE XVI - UNIFORM AND EQUIPMENT

- 1. The City shall furnish to the members of the Barre City Police Department holsters, hats, flashlights and all other items required by the Barre City Police Department for a properly outfitted officer to perform employee's duties.
- 2. The City will provide footwear reimbursement during each year of the contract for all members of the bargaining unit except clerk-dispatchers. Footwear reimbursed under this section is subject to the approval of the Chief. The maximum annual (July 1 June 30) reimbursement amount shall be as follows: FY'22: \$200.00; FY'23: \$225.00; FY'24: \$250.00.
- 3. A bullet proof vest will be provided by the City every five (5) years for full time officers who have worn said approved bullet proof vest in the full-time service of the Barre City Police Department. Exceptions to the five-year time period will only be allowed if the vest is destroyed in the line of duty while the employee is working for Barre City.
- 4. Plain clothes investigating officers will be provided with an annual clothing allowance of six hundred dollars (\$600) during the life of the Agreement.
- 5. The City shall provide fifty (50) rounds of duty ammunition to each police officer each month for the sole purpose of practicing to gain proficiency in the use of their duty weapon.
- 6. Employees who are not issued uniforms and interact daily with the general public shall dress in an appropriate manner (casual business). Officers may wear Department issued dickies as approved with seasonal uniform changes.
- 7. Any bargaining unit member who owns a canine which is authorized for use by the City shall be reimbursed up to one-hundred twenty-five dollars (\$125) per month as an expense reimbursement for out of pocket expenditures incurred for the care, feeding and training of the canine.

Q. ARTICLE XVII - HOURS OF DUTY

1. The hours of duty shall be regulated by the City of Barre so that weekly hours of duty for police officers, other than hours during which employees may be summoned to or kept on duty because of emergencies, absences, vacancies, vacations or other such conditions as required by the Chief, shall, on average, be approximately forty (40) hours per week for the first and second shift and thirty-five (35) hours for the third shift officers, in accordance with the regularly assigned tour of duty system. Work weeks for police officers will be scheduled over a eight (8) week cycle of five (5) days on and three (3) days off as shown in the schedule attached hereto and titled Appendix A. First and second shift will work nine (9) hour days; third shift will work eight (8) hour days. Police

officers assigned to first or second shift will bid on their shift assignment starting times once a year.

Clerk-dispatcher schedules shall be by mutual agreement between the Chief and the Union, subject to the needs of the City. Dispatcher salaries will be averaged over the course of each dispatcher's shift cycle.

The Department has discretion to schedule one swing shift for dispatch as needed.

2. The City will allow a thirty (30) minute paid break period mid-shift during non-emergency periods, provided however, that the Dispatcher Break must be taken in the Police Station. In the event of an emergency, Dispatcher will be required to return to post.

R. ARTICLE XVIII - OVERTIME

- 1. For permanent full time employees, all time worked outside of normal scheduled hours shall be considered overtime hours. There should be no rescheduling of shifts to avoid overtime. Overtime shall be paid at the rate of time and one-half the employee's applicable hourly rate.
- 2. For permanent part time employees, all time actually worked in excess of forty (40) hours per week will be considered overtime and compensated at time and one half the employee's applicable hourly rate (effective January 1, 2007 forward).
- 3. An employee may request compensatory time-off in lieu of cash payment for overtime. Said request shall be made on a weekly or biweekly basis consistent with the City pay period. Said request may be granted based on the operating needs of the City.

No employee may accrue more than eighty (80) hours of compensatory time off at any one time. All accrued compensatory time will be paid out to the employee during the last pay period of the fiscal year, except that the employee may carry over up to thirty (30) hours with the agreement of the Police Chief.

An employee shall not be denied reasonable leave request to use accumulated compensatory time within the time allotted by this Agreement.

S. ARTICLE XIX - CONSECUTIVE WORKDAYS

1. An officer may be required to work five (5) consecutive days without a day of rest in emergency situations. Emergency to be defined for purposes of this provision only as being a clear and present danger supported by specific facts showing great harm to the safety and welfare of the inhabitants of the City of Barre or to their property and inability of the on-duty force to control that emergency situation.

T. ARTICLE XX - CALL-BACK TIME

1. Call back time shall remain at the two hour minimum until the successor agreement is ratified. Effective at the beginning of the first payroll period following ratification of this Agreement minimum time for a call back shall increase to three (3) hours, and the language of this Section shall be amended to read as follows: In the event that full-time permanent employees are required to respond in their official capacity during times other than their regular assigned tours of duty, they are to be compensated at time and one-half (1½) for a minimum of three (3) hours, beginning at the time of the employee's notification by the City. If less than three (3) hours of work on the job is available, then upon completion of the available work, the supervisor may reassign the employee to other duties within the employee's job classification for the remainder of the time or excuse the employee from duty. The employee shall be compensated at time and one-half (1½) for each hour worked beyond the three (3) hour minimum as set forth above. The appropriate overtime rate will be utilized if something other than time and one-half is due as specified in other portions of this contract.

U. ARTICLE XXI – SAFETY & HEALTH

- 1. The Employer and the Union will confer regarding safety and other rules and regulation affecting the health, safety and comfort of the employees. The Employer and the Union will cooperate in the objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters. Proper heating, lighting, and ventilating systems shall be installed where needed and maintained in good working condition. If special safety equipment is required, it shall be paid for by the Employer.
- 2. The City of Barre will comply with all applicable laws, rules, and regulations related to any positions in the bargaining unit that risk exposure to Blood borne Pathogens. The City will arrange annual training and instruction through the Infections Control Coordinator of the Barre City Fire/Ambulance Department. Employees are expected to utilize this training on the job.

V. ARTICLE XXII - INSURANCE & PENSION

- 1. The City provides health insurance coverage for its eligible employees. The City will provide group health insurance through Plans offered by the Vermont Health Exchange ("VHE"). The Plans offered by the City will be the Blue Cross Blue Shield (BCBS) Platinum Plan and the Gold CDHP Plan.
- 2. Effective July 1, 2021 the City will pay 85% of the premium cost of the BCBS Platinum Plan and will pay 95% of the premium cost of the BCBS Gold CDHP Plan, as applicable, for participating full time employees.

Effective January 1, 2022 the City will pay 83.5% of the premium cost of the BCBS Platinum Plan and will pay 93.5% of the premium cost of the BCBS Gold CDHP Plan, as applicable, for participating full time employees.

Effective January 1, 2023 the City will pay 81.5% of the premium cost of the BCBS Platinum Plan and will pay 91.5% of the premium cost of the BCBS Gold CDHP Plan, as applicable, for participating full time employees.

The City's premium contribution shall be pro-rated for eligible part time employees. An employee may select single, two persons, parent/children or family coverage under either of the plans offered under this agreement. The City will make the following annual contributions to health savings accounts established by employees electing coverage under the Gold CDHP Plan: single = \$1,800.00; two persons or parent child coverage = \$1,800.00; family coverage = \$2,250.00. City funding of HSA plans shall be on a quarterly basis. Employees are responsible for all deductibles, co-insurance and co-payments required under the Plan selected.

To be eligible receive the above referenced HSA contributions an eligible employee must establish their own HSA bank account. Employees are encouraged to contribute to their individual HSA accounts through regular payroll deductions. Employees may make adjustments to their periodic payroll contributions to their HSA account on a monthly basis. It is the employee's responsibility to keep receipts, manage and maintain their HSA.

In those cases where an employee incurs eligible medical expenses early in the calendar year, and does not have sufficient funds in their HSA account to pay such expenses, the employee may also elect to receive an advance of additional funds from the City as necessary to pay qualified medical expenses equal to the amount which the Employee is willing to authorize the City to deduct in equal amounts from the Employee's paycheck over the remainder of the calendar year to repay the loan.

The City reserves the right to change its health insurance provider and the health insurance plans specified herein after meeting and conferring with the Union provided that any new insurer is licensed to do business in the State of Vermont and further provided that the alternate health insurance plan provides employees with substantially equivalent coverage and benefits.

- 3. If two permanent City employees are married or in a civil union, or are grandfathered domestic partners as defined in Article I, Section 4 and Article XXII, Section 3, one may elect coverage as the primary covered person and the other shall be eligible for coverage as a dependent. Employee's whose domestic Partners were receiving health insurance coverage as of July 1, 2021 will continue to be eligible for coverage under the terms of this Article provided they continue to qualify as domestic partners as defined in Article I with no break in health insurance coverage. Employees hired on or after July 1, 2021 are not eligible for group insurance benefits for their domestic partners.
- 4. A member of the bargaining unit who does not elect to take health insurance coverage from the City of Barre (as primary or dependent), and who demonstrates that he or she

has alternate health insurance coverage from another employer or source other than the City of Barre, shall receive three thousand dollars cash in lieu of the insurance benefit. The cash in lieu payment shall be paid on an hourly basis during the regular payroll cycle.

This Section shall become null and void in the event that the City or its employees are required to participate in a publicly financed health care system under the auspices of either the State of Vermont or the federal government.

- 4. In the event the insurance carrier changes the prescription drug benefit (deductible or copayment amounts) at any time during the life of the Agreement, including any period of contract continuance following expiration of this Agreement, the benefits to the employee will change at such time. Prescription drug coverage will be as provided under the group health insurance Plan selected by the employee under either the Platinum or Gold CDHP Plans offered by the City. Employees are responsible for all RX deductibles, copayments and co-insurance required under the Plan selected.
 - 5. The City's contribution toward the premium shall be prorated for eligible permanent part time employees who are regularly scheduled to work at least twenty hours a week based on the ratio of the employee's regularly scheduled work week to a 40 Hour work week.
 - 6. The City agrees that employee medical information is confidential and should be treated as such. The policy of the city shall be that no medical information, to include personally identifiable information relating to health care reimbursements pursuant to an Explanation of Benefits received from the health insurance provider, will be released to anyone, other than the employee or the employee's designated representative, except under a subpoena issued and ordered by the court. Additionally, even when served with a subpoena, the City will make a reasonable effort to avoid releasing the medical information.
 - 7. The City maintains a Retiree Section, which offers a Medicare Supplement for health insurance to retirees over age sixty-five (65). Continuation of this coverage under a Medicare Carve-out plan is subject to the coverage continuing to be offered by the City's health insurance provider. Any full-time City employee who retires from their position with the City is eligible to join the Retiree Section and will be given the option of joining provided they are age sixty-five (65) or older and carry Medicare Parts A and B coverage. If an employee chooses to join the Retiree Section, they will continue to be covered under the City's health insurance plan in effect with the Medicare Carve-out plan, provided they fully reimburse the City for all monthly premiums associated with their coverage.
- 8. Life insurance is fifty thousand dollars (\$50,000) for each eligible permanent and probationary full and part time employee. Subject to individual insurability, additional optional coverage may be purchased by the employee to the extent allowed by the insurance carrier.

- 9. The City will purchase group disability insurance for eligible permanent full and part time employees which, after thirty (30) days, shall pay seventy percent (70%) of gross wages for an employee determined by the insurance carrier to be disabled under the terms of the policy, up to a maximum of six hundred and fifty dollars (\$650) per week for a maximum of twenty-six (26) weeks. An employee may utilize accrued paid leave to make up the difference between the payment received from the group disability insurance plan and the employee's regular weekly base pay.
- 10. Any employee of the bargaining unit who retires at age fifty-five (55) or older and has at least ten (10) years of service with the City can continue on the City's health insurance plan until age sixty-five (65) as long as the employee reimburses the City each month for the premiums and administrative costs (as defined under COBRA laws) incurred for the coverage. An employee may utilize accrued paid leave to make up the difference between the payment received from the group disability insurance plan and the employee's regular weekly base pay.
- 11. The City will maintain a Section 125 Plan that allows employees to establish pre-tax withholdings for premium co-pays and other allowable expenses. The City will annually provide the employees with information on this plan.
- 12. The City maintains a retirement plan titled the "City of Barre, Vermont Pension Plan & Trust" ("Plan") for eligible employees. An employee is eligible to become a participant in the Plan on the first day of the month coinciding with or next following the date on which the employee meets the eligibility requirements as follows. An Eligible Employee who has completed six (6) months of employment with the City and has attained age 18 shall be eligible to make Voluntary Employee Contributions to the Plan. An Eligible Employee who has completed two (2) Years of Service and has attained age 18 shall be eligible to receive an Employer Contribution as set forth in sub-section 16, unless the Employee has elected to become a member of VMERS.
- 13. The City recognizes that certain employees who were eligible to receive City contributions to the City of Barre Pension Plan and Trust (the "Plan") did not elect to join VMERS. Such employees shall continue to be eligible to receive an Employer Contribution as set forth in this paragraph unless the Employee elects to become a member of VMERS.

The City will contribute to the Plan on behalf of each participating eligible employee a percentage of the employee's base pay based on the following formula:

Two to ten years (2-10) of service – six percent (6%) of pay; Eleven to twenty years (11-20) of service – eight percent (8%) of pay; Twenty plus years (20+) of service – twelve percent (12%) of pay.

14. When the employee is eligible for Employer Contributions the City will match up to a maximum additional 4% of base pay annually to each employee who participates in the Voluntary Employee Contribution portion of the Plan based on the following formula:

Employee Contributes % of Base Pay	City Matching Contribution
2%	1%
4%	2%
6%	3%
8%	4%

- 15. The City will provide a layman's summary of the pension plan. A complete copy of the City of Barre Pension Plan and Trust Agreement and Resolution 1997-12 Certificate of Employee Pension Resolution, which were adopted and signed on June 24, 1997 by the Mayor and Barre City Council, are filed in the City Manager's Office, and are available to all employees for review upon request.
- 16. The City will maintain a 457 Plan.
- 17. The Parties have implemented a defined benefit retirement program through VMERS, effective July 1, 2008. The Plan which will apply to members of the Barre City Police Department will be VMERS Plan C.

All employees hired on or after July 1, 2007 shall become members of the VMERS Retirement Plan upon its implementation on July 1, 2008. The City will contribute its recommended share (currently 8%) and the employee will contribute his or her statutorily required share (currently 10.75%) to the cost of participation in VMERS Plan C.

At the time VMERS was implemented all current employees had an opportunity to enroll in VMERS or to remain in the current City Retirement Plan. Employees who elected to move into VMERS effective July 1, 2008 received a preferential contribution percentage from the City towards the cost of VMERS Plan C equal to the percentage the City contributed to the employee's 401K Plan as of January 1, 2007. Example: A current employee received an 8% contribution from the City towards their 401K plan as of January 1, 2007. The employee elected to join VMERS effective July 1, 2008. The City thereafter contributes eight percent (8%) to VMERS on behalf of the employee, and the employee thereafter contributes the remaining percentage required of the employee. The parties agree that employees who switch to VMERS at any other time will receive only the recommended City contribution (currently 6.5%).

Subject to applicable laws, employees who enroll in VMERS may make voluntary contributions to the 457 Plans established by the City. Employees enrolled in VMERS are not eligible to receive or continue to receive the City contribution or match to their 457 account as provided in subsection 16 and 17, respectively. Employees who do not elect to join VMERS will continue to be eligible to participate in the current City defined contribution Plan and to receive the Employer Contribution and Match as provided in sections 16 and 17 of this Article.

18. Health, dental and basic life insurance programs will be available to eligible full and part time permanent employees (including probationary employees) on the first of the month following thirty (30) days of employment if in compliance with Plan requirements.

- 19. All benefits as set forth in Northeast Delta Dental Policy #925, Plan 3, Orthodontics D, shall become part of this agreement. The employer assumes and agrees to pay all premiums assessed against this policy for permanent full time employees only. Employees agree to pay for dependent coverage.
 - The City's contribution toward the premium for health and dental insurance shall be prorated for eligible permanent part time employees who are regularly scheduled to work at least twenty hours a week based on the ratio of the employee's scheduled work week to a full time (40 Hour) work week.
- 20. The City will reimburse eligible permanent full and part time employees for costs incurred for vision care which are paid by the employee on an annual basis, July 1 through June 30, in an amount up to one hundred and eighty-five dollars (\$185) per year. Reimbursement shall be for the cost of eye exams, prescription glasses or contacts not covered by insurance. The amount which is unspent during a current contract year may be carried over and added to the vision care money allotted to the employee in subsequent contract years. In the event an employee incurs more than \$185 in costs in any one year such additional expenditure may be submitted for reimbursement by the employee in the following contract year. If the employee has selected or is a member of a health insurance plan that covers eye examinations or prescription glasses/contacts, the employee will only be reimbursed for their out of pocket costs actually incurred. Individuals who are required to wear glasses on the job must purchase approved clear or photo gray safety lenses. The reimbursement benefit for eye care shall be pro-rated for eligible part time employees based on the employee's full time equivalency as compared to a forty hour work week.
- 21. When a sworn police officer is accused of criminal conduct by a third party other than a local, state or federal law enforcement agency, or a representative of the City of Barre, the officer may apply to the Chief of Police for financial support to reimburse the officer for actual out of pocket expenses incurred for legal assistance in responding to the accusation. Any such application and response shall be a confidential matter between the officer and the Police Department. The Chief of Police shall promptly review the request and shall authorize reimbursement in an amount which the Chief determines to be appropriate upon concluding that there is a reasonable likelihood that the criminal accusation is unfounded or without substantial merit. A decision by the Chief of Police to deny reimbursement or to authorize reimbursement in an amount less than requested by the officer may be appealed to the City Manager by filing a written notice of appeal within seven (7) days of receipt of the decision of the Chief of Police. In the event that the officer remains dissatisfied by the decision of the City Manager the officer may take a final appeal to the City Council by filing a written notice of appeal with the clerk of the Council within seven (7) days of receipt of the decision of the City Manager. The Parties agree that the decision of the City Council shall be final and shall not be subject to the Grievance procedure. Any appeal and response hereunder shall be a confidential matter between the officer and the City to the extent allowed by law.
- 22. If, during the life of this agreement, any or all of the group health plans currently offered by the City either becomes unavailable or there is a change in benefits due to health reform initiatives or mandates from either the federal or state (Vermont) government, the City and

the Union agree to reopen this agreement and negotiate alternative group health insurance program(s) and funding or such other methods of providing bargaining unit employees with health insurance coverage. If such negotiations are not completed or are not expected to be completed prior to the date a current plan(s) is scheduled to end or change, the City is authorized to select an interim group health plan or plans which are as comparable to the present Plans as possible, and which shall remain in place until such time as the Parties have reached agreement and are able to implement newly negotiated plan(s). In no case will the City be obligated to continue the level of service provided under any Plan identified in this Article if such Plan is no longer available or if Plan benefits change as a result of mandates in federal or state law.

23. If, during the life of this Agreement, either the State of Vermont or the federal government mandate a public funding mechanism for health insurance which requires the participation of the City and its employees, including but not limited to a payroll tax on employers and/or employees, said public health insurance and funding mechanism will supersede and replace the current agreements between the Parties relating to the current health insurance programs offered and their respective contributions to premiums for group health insurance.

W. ARTICLE XXIII - EXCHANGE TIME

1. Nothing in this contract shall prevent employees, if they so desire, from exchanging tours of duty or days off, provided prior permission has been given by their respective supervisors. An employee who fills in for another must be fully qualified to perform this exchange function. Normally, approval of exchange time will be approved by the shift sergeant. However, the Parties agree that the Chief of Police has the final authority to approve or disapprove an exchange of time arrangement.

X. ARTICLE XXIV - WAGES

- 1. During each contract year (i.e., July 1 through June 30) an employee who has not reached the top step on their applicable column shall advance a step on the wage schedule (Appendices B-1, B-2 and B-3) on either their six (6) month or twelve (12) month Anniversary date, as applicable.
- 2. July 1, 2021 (retroactive, but applicable only to currently employed members of the bargaining unit): Steps 1-3 are compressed to increase entry level rate. Thereafter all steps on the wage schedule are adjusted 3% (this will become Appendix B-1). Eligible employees will continue to advance to the next applicable step on their Anniversary date during the period July 1, 2021 through June 30, 2022.
- 3. July 1, 2022: All Steps on Wage Schedule Appendix B-2 are adjusted by 3.25% (See Appendix B-3). Thereafter, all Steps with 1% increments will be increased by fifteen (\$0.15) cents. Eligible employees will continue to advance to the next applicable step on their Anniversary date during the period July 1, 2022 through June 30, 2023.
- 4. July 1, 2023 through June 30, 2024. All Steps on Wage Schedule Appendix B-3 are adjusted by 3.5% effective July 1, 2023. See Appendix B-3. Eligible employees will continue to advance to the next applicable step on their Anniversary date during the period July 1, 2023 through June 30, 2024.

- 5. The City will pay a one-time bonus not to exceed \$1,500 to full time members of the bargaining unit employed and working during the period March 1, 2020 through February 28, 2021. The \$1,500 bonus will be pro-rated for full time members of the bargaining unit who were employed and working for the BCPD during less than the full twelve month period. Payment to be made within forty-five (45) days of ratification of the Agreement by the Union.
- 6. In determining the initial placement of new hires on the wage schedule the Chief of Police may give up to nine (9) months credit on the wage schedule for each year of the employee's prior service as a police officer or dispatcher, not to exceed placement on Step 13. Thereafter, the employee will advance to the next step after either six months or one year, as appropriate.

Y. ARTICLE XXV - DIFFERENTIAL PAY

- 1. Full-time permanent employees whose normal and regularly scheduled tour of duty is the third shift shall be paid a shift differential of three percent (3%) for dispatch and eighteen percent (18%) for full-time officers, of their base weekly salary for time actually worked on said shift. Full-time permanent employees whose normal and regularly scheduled tour of duty is the second shift shall be paid a shift differential of two percent (2%) of their base weekly salary for time actually worked on said shift.
- 2. Any full-time employee who works shift shortage overtime shall receive the following shift differential, second shift two percent (2%), and third shift three percent (3%).

Z. ARTICLE XXVI - JOB DESCRIPTION

1. The City will provide in Appendix C acceptable job descriptions for sergeants, corporal/investigating officers, juvenile officers, patrol officers, dispatchers, and meter maintenance persons. The City and the Union agree to continue to develop the descriptions for SRO and COPL Positions. The Parties agree to form a committee which includes representation from the Association to negotiate revisions to the current job descriptions.

AA. ARTICLE XXVII - EDUCATION INCENTIVE PLAN

1. Any full-time permanent officer or dispatcher in the department who was an honorably discharged Veteran of the United States Armed forces, or who attains a degree in any of the courses of study detailed in sub-section 2 herein, will be eligible for additional compensation as provided in sub-section 3 herein. Payment for the educational incentive will commence on the second payday in July after attaining said degree. Individuals must have graduated with a minimum of a C+ average or 2.5 on a 4.0 scale. Individuals are solely responsible for the cost of said education.

- 2. Degrees, with a major in any of the following courses of study:
 - a. Police Science
 - b. Criminal Justice
 - c. Law
 - d. Police Administration
 - e. Criminology
 - f. Business Administration
 - g. Other appropriate degree or major course of study approved by the City Manager. The approval of a degree shall be considered a permanent addition to the list of degrees specified within this section.
- 3. All degrees must be from accredited institutions.
 - a. Incentive Pay/Veteran Status
 - (1) Associate Degree: twenty cents [\$.20] per hour added to regular rate of pay
 - (2) Bachelor's Degree: twenty-five cents [\$.25] per hour added to regular rate of pay
 - (3) Master's Degree: thirty cents [\$.30] per hour added to regular rate of pay
 - (4) Veteran(s) of U.S. Armed Forces: fifteen cents [\$.15] per hour added to regular rate of pay.

An employee is only eligible to receive the education or veteran status incentive in one (1) of the above four (4) categories in which the employee may qualify. An employee will receive the highest amount of incentive pay for which the employee qualifies, but there shall be no duplication or pyramiding of any of the incentive pay benefits described in this section.

7. Instructor Incentive

Officers providing Department approved training that requires certification, including assignment to an FTO role, will receive \$2.00 per hour above their regular rate of pay while providing training during their regular assigned shift.

8. Members of the Police Department may apply for an unpaid educational leave for up to seventeen (17) weeks in duration, to attend school full-time (at least twelve (12) credit hours per semester) to study Police Science, Criminal Justice, Law, Police Administration, or Criminology. Educational leaves will be granted at the sole discretion of the City Manager, subject to the needs of the Department. The City may immediately hire temporary employees to fill vacancies created by any such educational leaves. Failure to be given an unpaid educational leave of absence shall not be subject to the grievance and arbitration provisions of this contract.

BB. ARTICLE XXVIII- PHYSICAL TESTING

- 1. Employees hired into the Department on or after January 1, 2007, shall be required to fully participate in the Department's physical fitness program as a condition of employment. Any officer who does not attain a minimum rating at or above the 40th percentile for the officer's age and sex may be subject to placement on a mandatory physical fitness and training plan appropriate to the officer's physical status and requirements. Failure to meet the physical fitness standards established for each age group by sex may lead to corrective or disciplinary action.
- 2. Twice a year all sworn police officers hired after January 1, 2007 shall be required to be assessed as follows:
 - Blood pressure and pulse checks;
 - Skin fold fat measurements;
 - Height and weight measurements;
 - Coronary risk assessment.
- 3. In addition, all sworn officers who voluntarily participate in the physical testing program shall be required to undergo the above assessment.
- 4. An officer hired who is identified as a high coronary risk by the Coronary Risk Assessment will not be required or allowed to participate in the fitness tests unless a physician states in writing that the employee is capable of participating in the fitness tests.
- 5. An officer who is not so identified as high coronary risk but whose physician testifies in writing that the employee is incapable of participating fully in the fitness tests shall be required or allowed to participate up to but not beyond such medical limits. The City reserves the right to require an employee to be examined by a City designated physician at City expense.
- 6. In the event the physical fitness standards are changed, the City will negotiate the impact of such change on the time off awards.
- 7. Consistent with the provisions of the Vermont State Police program, time off incentives based on the attainment of annual performance ratings shall be as follows:
 - a. Superior rating:
- 3 additional personal days per year.
- b. Excellent rating:
- 2 additional personal days per year
- c. Good rating:
- 1 additional personal day per year.
- 8. Subject to the final review and decision of the City's insurance carrier and/or the Vermont Department of Labor, Employees will be covered by Workers' Compensation while properly utilizing the City of Barre athletic facilities in preparation for the physical test required by this Contract.

CC. ARTICLE XXIX - HIGHER ASSIGNMENT PAY

- 1. Requiring employees to perform higher-level duties which are normally the duties of an employee assigned to a higher rank is to be held to a minimum consistent with sound management.
- 2. From time to time, employees may be required to take over the job of an employee assigned to a higher rank than their own. Employees in the bargaining unit who are required to take over a higher rank job shall receive "higher assignment pay" provided all the following criteria are met:
 - (a) The employee takes over the job of the higher ranked employee for at least one (1) full work shift; and
 - (b) The higher level work is performed with the authorization of appropriate supervisory personnel; and
 - (c) The position is at least one rank higher than the employee's own rank.
- 3. Effective the first full pay period following ratification of this Agreement an employee who meets the criteria for higher assignment pay shall receive a 4% increase to their pay for the duration of the assignment.

DD. ARTICLE XXX- CLOSING CLAUSES

- 1. This agreement shall remain in force after its expiration where negotiations between the Employer and Union have not resulted in a new agreement, until such time as a new agreement is reached.
- 2. Any provisions of this agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the Employer where any emergency exists. The Employer shall have the sole power to determine the existence of an emergency and whether provisions will be suspended.
- 3. Savings Clause. If any article or section of this agreement should be found invalid, unlawful or unenforceable by reason of an existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. In the event of invalidation of any article or section, the Employer and the Union agree to meet within fifteen (15) days for the purpose of renegotiating said article or section.

EE. ARTICLE XXXII XXXI – DATES

The provisions of this Agreement shall be effective upon ratification, or at such other time as may be specified in the Agreement. These provisions shall remain in full force and effect until the 30th day of June 2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sent by registered or certified mail, postage prepaid, postmarked prior to December 31st of the year preceding the anniversary date, that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin no later than one hundred and eighty (180) days prior to the anniversary date. This

agreement shall remain in full force and effect during the entire period of negotiations for a modification of this agreement, and shall automatically be extended until such time as a new or modified agreement is effective. This contract may be modified or changed only by mutual agreement, in writing, by both parties. At the first negotiating session the parties shall exchange proposals.

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Dated at the City of Barre, Vermont, this day	of February 2022.
	7.7
Lucas Herring Mayor Mulmy	Chapter Chair
Steven E. Mackenzie, P.E., City Manager	Negotiating Committee Member
Samy ? Eastman J	200
Larry Eastman, Acting Chief of Police	Negotiating Committee Member
	Negotiating Committee Member
	F.O.P. Lodge 004 Representative

APPENDIX A - SHIFT SCHEDULES

Patrol officer shift schedules shall be scheduled to start within the following time frames:

1st Shift:

0600 - 0900

2nd Shift:

1600 - 1900

3rd Shift:

2300 - 0100

In addition, the City may establish a swing shift which will be scheduled to start work between 1100 - 1900 hours.

Officers assigned to work as detectives, School resource officers, and other special assignments or duties may be required to work Monday – Friday, 8 hours a day, or such other days/hours as the duty assignment requires.

The Dispatchers shift schedule shall be as follows:

1st Shift:

8:00 a.m. - 4:00 p.m. (no lunch hour)

2nd Shift:

4:00 p.m.-12 midnight (2% differential)

3rd Shift:

12:00 midnight-8:00 a.m. (3% differential)

APPENDIX B1: WAGE SCHEDULE

Effective July 1, 2021

	Time on					Comm
Step	Step	Patrol	CPL	SGT	Dispatch	Serv
1	6 Months	\$ 23.69			\$ 19.63	\$ 19.64
2	6 Months	\$ 24.15			\$ 21.33	\$ 20.07
3	6 Months	\$ 24.62			\$ 21.98	\$ 20.50
4	6 Months	\$ 25.11			\$ 22.91	
5	1Year	\$ 25.93		40000	\$ 23.85	
6	1 Year	\$ 26.99	\$ 28.12	\$ 29.31	\$ 25.11	
7	1 Year	\$ 27.83	\$ 28.93	\$ 29.99	\$ 25.89	
8	1Year	\$ 28.53	\$ 29.69	\$ 30.80	\$ 26.82	
9	1Year	\$ 29.31	\$ 30.45	\$ 31.57	\$ 26.96	
10	1Year	\$ 30.11	\$ 31.22	\$ 32.35	\$ 27.50	transmit
11	1Year	\$ 30.87	\$ 31.86	\$ 33.09	\$ 28.07	\$ 20.94
12	1Year	\$ 31.17	\$ 32.18	\$ 33.42	\$ 28.35	\$ 21.14
13	1Year	\$ 31.48	\$ 32.50	\$ 33.76	\$ 28.63	\$ 21.35
14	1 Year	\$ 31.80	\$ 32.82	\$ 34.08	\$ 28.91	\$ 21.56
15	1 Year	\$ 32.12	\$ 33.15	\$ 34.41	\$ 29.20	\$ 21.78
16	1Year	\$ 32.44	\$ 33.46	\$ 34.74	\$ 29.48	\$ 21.98
17	1 Year	\$ 32.76	\$ 33.78	\$ 35.08	\$ 29.76	\$ 22.19
18	1 Year	\$ 33.09	\$ 34.09	\$ 35.41	\$ 30.05	\$ 22.40
19	1 Year	\$ 33.42	\$ 34.41	\$ 35.73	\$ 30.33	\$ 22.61
20	1 Year	\$ 33.75	\$ 34.73	\$ 36.00	\$ 30.61	\$ 22.82
21	1Year	\$ 34.09	\$ 35.06	\$ 36.40	\$ 30.90	\$ 23.03
22	1 Year	\$ 34.43	\$ 35.37	\$ 36.73	\$ 31.17	\$ 23.24
23	1 Year	\$ 34.78	\$ 35.69	\$ 37.05	\$ 31.47	\$ 23.45
24	1Year	\$ 35.12	\$ 36.00	\$ 37.40	\$ 31.75	\$ 23.66
25	1 Year	\$ 35.48	\$ 36.33	\$ 37.73	\$ 32.03	\$ 23.86

APPENDIX B2: WAGE SCHEDULE

Effective July 1, 2022

	Time on					Comm
STEP	Step	Patrol	CPL	SGT	Dispatch	Serv
1	6 Months	\$ 24.46			\$ 20.26	\$ 20.27
2	6 Months	\$ 24.94			\$ 22.02	\$ 20.72
3	6 Months	\$ 25.42			\$ 22.69	\$ 21.16
4	6 Months	\$ 25.93			\$ 23.66	
5	1 Year	\$ 26.77			\$ 24.62	
6	1 Year	\$ 27.87	\$ 29.04	\$ 30.26	\$ 25.93	
7	1 Year	\$ 28.73	\$ 29.87	\$ 30.97	\$ 26.73	
8	1 Year	\$ 29.46	\$ 30.65	\$ 31.80	\$ 27.69	
9	1 Year	\$ 30.26	\$ 31.44	\$ 32.60	\$ 27.83	
10	1 Year	\$ 31.09	\$ 32.24	\$ 33.40	\$ 28.40	
11	1 Year	\$ 31.87	\$ 32.90	\$ 34.17	\$ 28.98	\$ 21.62
12	1 Year	\$ 32.33	\$ 33.38	\$ 34.66	\$ 29.42	\$ 21.98
13	1 Year	\$ 32.66	\$ 33.70	\$ 35.00	\$ 29.71	\$ 22.19
14	1 Year	\$ 32.98	\$ 34.04	\$ 35.34	\$ 30.00	\$ 22.41
15	1 Year	\$ 33.31	\$ 34.37	\$ 35.68	\$ 30.30	\$ 22.64
16	1 Year	\$ 33.64	\$ 34.70	\$ 36.02	\$ 30.59	\$ 22.84
17	1 Year	\$ 33.98	\$ 35.02	\$ 36.37	\$ 30.88	\$ 23.06
18	1 Year	\$ 34.31	\$ 35.35	\$ 36.71	\$ 31.17	\$ 23.28
19	1 Year	\$ 34.66	\$ 35.68	\$ 37.04	\$ 31.47	\$ 23.49
20	1 Year	\$ 35.00	\$ 36.01	\$ 37.32	\$ 31.76	\$ 23.71
21	1 Year	\$ 35.35	\$ 36.35	\$ 37.74	\$ 32.05	\$ 23.93
22	1 Year	\$ 35.70	\$ 36.67	\$ 38.07	\$ 32.33	\$ 24.14
23	1 Year	\$ 36.06	\$ 37.00	\$ 38.41	\$ 32.64	\$ 24.36
24	1 Year	\$ 36.42	\$ 37.32	\$ 38.77	\$ 32.93	\$ 24.58
25	1 Year	\$ 36.78	\$ 37.66	\$ 39.10	\$ 33.22	\$ 24.78

APPENDIX B3: WAGE SCHEDULE

Effective July 1, 2023

	Time on					Comm
STEP	Step	Patrol	CPL	SGT	Dispatch	Serv
11	6 Months	\$ 25.32			\$ 20.97	\$ 20.98
2	6 Months	\$ 25.81			\$ 22.79	\$ 21.44
3	6 Months	\$ 26.31			\$ 23.49	\$ 21.90
4	6 Months	\$ 26.83			\$ 24.49	
5	1 Year	\$ 27.71			\$ 25.49	
6	1 Year	\$ 28.84	\$ 30.05	\$ 31.32	\$ 26.83	
7	1 Year	\$ 29.74	\$ 30.92	\$ 32.05	\$ 27.66	
8	1 Year	\$ 30.49	\$ 31.73	\$ 32.92	\$ 28.66	
9	1 Year	\$ 31.32	\$ 32.54	\$ 33.74	\$ 28.81	
10	1 Year	\$ 32.18	\$ 33.37	\$ 34.57	\$ 29.39	
11	1 Year	\$ 32.99	\$ 34.05	\$ 35.37	\$ 30.00	\$ 22.38
12	1 Year	\$ 33.47	\$ 34.54	\$ 35.87	\$ 30.45	\$ 22.74
13	1 Year	\$ 33.80	\$ 34.88	\$ 36.23	\$ 30.75	\$ 22.97
14	1 Year	\$ 34.14	\$ 35.23	\$ 36.58	\$ 31.05	\$ 23.19
15	1 Year	\$ 34.48	\$ 35.58	\$ 36.92	\$ 31.36	\$ 23.43
16	1 Year	\$ 34.82	\$ 35.91	\$ 37.28	\$ 31.66	\$ 23.64
17	1 Year	\$ 35.17	\$ 36.25	\$ 37.64	\$ 31.96	\$ 23.87
18	1 Year	\$ 35.52	\$ 36.59	\$ 37.99	\$ 32.26	\$ 24.09
19	1 Year	\$ 35.87	\$ 36.92	\$ 38.34	\$ 32.57	\$ 24.32
20	1 Year	\$ 36.23	\$ 37.27	\$ 38.63	\$ 32.87	\$ 24.54
21	1 Year	\$ 36.59	\$ 37.62	\$ 39.06	\$ 33.17	\$ 24.77
22	1 Year	\$ 36.95	\$ 37.96	\$ 39.41	\$ 33.47	\$ 24.99
23	1 Year	\$ 37.32	\$ 38.29	\$ 39.75	\$ 33.78	\$ 25.21
24	1 Year	\$ 37.69	\$ 38.63	\$ 40.12	\$ 34.08	\$ 25.44
25	1 Year	\$ 38.07	\$ 38.98	\$ 40.47	\$ 34.39	\$ 25.65

APPENDIX C – JOB DESCRIPTIONS

1. JOB DESCRIPTION

The Parties acknowledge that the current job descriptions are not accurate in all respects. The Parties agree to cooperate in drafting revised job descriptions for all bargaining unit ranks/positions, and to negotiate the impact of new job descriptions in bargaining for the successor Agreement.

A. SHIFT COMMANDER/SERGEANT

(1) Summary

- a) Subject to the direction and control of the Chief, a Shift Commander, who shall be the Sergeant on duty, shall be responsible for the efficiency and effectiveness of that shift. Additionally, Sergeants will be responsible for the supervision and control of a Division within the Department under the direction and control of the Chief. Sergeants will be responsible for the supervision of investigations by his subordinates, unless the Chief of Police assumes direct control and responsibility for an investigation. Sergeants will be responsible for insuring the thorough, complete and expedient investigation of cases that subordinates are required to investigate. Sergeants will insure that all cases are prepared in a professional manner for the presentation to the States Attorney's Office. All investigations conducted by the Sergeant's subordinates will be reviewed by the Sergeant before it is sent to court.
- b) In the absence of the Chief, the Shift Commander will assume the powers, duties and responsibilities of the Chief, subject to any limitation set by the Chief.

(2) General Duties and Responsibilities

- a) Be familiar with the authority delegated to them. Understand the responsibilities of those under their command.
- b) Coordinate the training of all members of the Department. Be sure that all departmental regulations.
- c) Obey and transmit properly all orders of the Chief, ensuring uniform interpretation and full compliance.
- d) Handle serious infractions of departmental standards. When a member of the Department has consistently refused to improve their conduct, despite efforts by himself/herself, require that a written report be submitted. Full details of the incident or series of incidents shall be included in the report. Convey the report to the Chief with written comments on the situation and a recommendation for action to be taken.
- e) Assist in the administration of the departmental program for:
- f) Organizing and conducting personnel training programs.
- g) Improving working conditions for maximum efficiency and morale.
- h) Ensuring the proper and economical use of police manpower, property and equipment.
- i) Promoting personnel safety.
- j) Examine reports for conformity with approved procedures as outlined by various departmental instructions.
- k) Ensure prompt reporting to other municipal agencies and outside authorities of any important matter within their jurisdiction.

- Keep members and himself/herself informed of all significant events or developments in law enforcement which affect the Department. If changes or revisions in any present practices of the Department seem advisable, submit oral or written reports detailing recommendations to the Chief.
- m) Inform authorized personnel of any other significant events or developments affecting the Department.
- n) Be responsible for the preparation and dissemination of all information relating to the Vermont Statutes, amendments to Vermont Statutes, various court decisions, Training Bulletins, etc.
- o) Perform any other duties as assigned by the Chief of Police.
- p) Implement all orders received from the Chief. To this end, thoroughly explain to departmental personnel under their command the content of new orders that affect their responsibilities.
- q) Be accountable for the actions or omissions of officers under their supervision which are contrary to departmental regulations or policy.
- r) Ensure that all patrol officers receive warrants, summonses, subpoenas or other official papers, and serve or deliver or perform their duties regarding such papers promptly and accurately.
- s) Shall be responsible for the evaluation of police personnel and be responsible for the administration of the performance evaluation system.
- t) During tour of duty, be responsible for press information.
- u) Respond to emergencies, incidents, or dispatches as required. Take command of the situation until relieved by the Chief.

B. ASSISTANT SHIFT COMMANDER/CORPORAL

(1) Summary

- a) Subject to the direction and control of the Sergeants, a Shift Corporal, who shall be the Corporal on duty, shall be responsible for the efficiency and effectiveness of that shift. Additionally, Corporals will be responsible for the supervision and control of a Division within the Department under the direction and control of the Sergeants and or Chief of Police. They will be responsible for the supervision of investigations by their subordinates, unless the Chief of Police or Sergeants assume direct control and responsibility for an investigation. Corporal will be responsible for insuring the thorough, complete and expedient investigation of cases that their subordinates are required to investigate. Corporals will insure that all cases are prepared in a professional manner for the presentation to the States Attorney's Office. All investigations conducted by the Corporal's subordinates will be reviewed by the Corporal before it is sent to court.
- b) In the absence of the Sergeant the Corporal will assume the powers, duties and responsibilities of the Sergeant subject to any limitations set by the Sergeants and or Chief of Police. This is a uniform swing-shift night position.

(2) General Duties and Responsibilities

- a) Be familiar with the authority delegated to them. Understand the responsibilities of those under their command.
- b) Coordinate the training of all members of the Department. Be sure that all officers are knowledgeable of all new developments in federal law, state law and departmental regulations.
- c) Obey and transmit promptly all orders of the Sergeants, ensuring uniform interpretation and full compliance.
- d) Handle serious infractions of departmental standards. When a member of the Department has consistently refused to improve their conduct, despite efforts by himself/ herself, require that a written report be submitted. Full details of the incident or series of incidents shall be included in the report. Convey the report to the Sergeant with written comments on the situation and a recommendation for action to be taken.
- e) Assist in the administration of the departmental program for:
- f) Organizing and conducting personnel training programs.
- g) Improving working conditions for maximum efficiency and morale.
- h) Ensuring the proper and economical use of police manpower, property and equipment.
- i) Promoting personnel safety.
- j) Examine reports for conformity with approved procedures as outlined by various departmental instructions.
- k) Ensure prompt reporting to other municipal agencies and outside authorities of any important matter within their jurisdiction.
- Keep members informed of all significant events or developments in law enforcement which affect the Department. If changes or revisions in any present practices of the Department seem advisable, submit oral or written reports detailing recommendations to the Sergeants.
- m) Inform authorized personnel of any other significant events or developments affecting

the Department.

- n) Be responsible for the preparation and dissemination of all information relating to the Vermont Statutes, amendments to Vermont Statutes, various court decisions, Training Bulletins, etc.
- o) Perform any other duties as assigned by the Sergeants.
- p) Implement all orders received from the Sergeants. To this end, thoroughly explain to departmental personnel under their command the content of new orders that affect their responsibilities.
- q) Be accountable for the actions or omissions of officer under their supervision which are contrary to departmental regulations or policy.
- r) Ensure that all patrol officers receive warrants, summonses, subpoenas or other official papers, and serve or deliver or perform their duties regarding such papers promptly and accurately.
- s) Shall be responsible for the evaluation of police personnel and be responsible for the administration of the performance evaluation system, in concert with the shift commanders.
- t) During tour of duty, be responsible for press information.
- u) Respond to emergencies, incidents, or dispatches as required. Take command of the situation until relieved by the Sergeants.

C. CORPORAL/INVESTIGATING OFFICER

(1) Summary

a) The Corporal/Investigating Officer will be responsible for the further investigation of all those cases that require extended investigation. Shall perform other duties as may be assigned by the Chief. The Corporal/Investigating Officer is directly responsible to the Chief who has full authority and direct control over all such persons.

(2) General Duties and Responsibilities

- a) Cooperate with other members within the Department and with departments and agencies in other jurisdictions. Example: State Police, Sheriffs, FBI and other Municipal Departments.
- b) Be familiar with the law and departmental procedures and policies surrounding the handling of suspects, crime scenes, and the presentation of evidence.
- c) Be familiar with known criminals, and their associates, their hangouts, their modus operandi, and be alert for sources of any information.
- d) Follow up all cases until there is a final disposition or the case is declared inactive by the Chief and Corporal/Investigating Officer.
- e) When no sergeant is on duty during a shift, the Corporal/Investigating Officer will assume the additional duty of shift Sergeant.
- f) Report during the tour of duty, at such intervals as the Chief may designate.
- g) Corporal/Investigating Officer will be in charge of all of the following crimes: robberies, thefts which involve a great amount of money value, Homicide, Arson, Narcotics and dangerous drugs, Sex crimes such as Rape, Sexual Deviation and Child Molestation, Counterfeiting and Forgery and Child Abuse.
- h) Knowledge of Sketching and Photographing crime scene, with the ability to handle the equipment needed. Finger-printing of suspects and lifting of latent prints.
- i) Ability to reconstruct acts of crimes and to develop good investigative techniques, such as interviewing and interrogation of victims, witnesses and suspects.
- j) If funds are available, keep an accurate, up-to-date account of all expenses for the Chief at all times.

(3) Conclusion

a) Criminal investigation by the Corporal/Investigating Officer includes the developing of sources of information both public and private, a good public relations, which is a must with all Police Department Members, but especially so with the Corporal/Investigating Officer who is in constant contact with all types of people from all walks of life.

D. JUVENILE OFFICER/CORPORAL

(1) Statement of the General Nature of the Position

a) The Juvenile Officer/Corporal is responsible for the general organization and implementation of a juvenile crime prevention and education program with a concentrated emphasis on a reduction in youth-related offenses and improved youth/police relations.

(2) Supervision

a) The Juvenile Officer/Corporal is under the direct supervision of the Chief of Police.

(3) General Duties and Responsibilities

- a) Cooperate fully with Departmental personnel, outside agencies, business persons, civic groups, school personnel, interested citizens and news media.
- b) Formulate a positive juvenile crime prevention program focused primarily upon young persons in conjunction with local schools and social agencies.
- c) Keep abreast of the various social agencies and key personnel to which youths can be referred for such things as counseling, employment, and medical services.
- d) Be familiar with known youthful offenders and their associates. Know their general behavior patterns and their hang-outs after school hours.
- e) If assigned, investigate reported crimes which are likely to have involved young persons. Perform follow-up investigations of crimes which are likely to have involved young persons after receiving preliminary report from another officer.
- f) Be available to speak to Department personnel, outside agencies, business persons, civic groups, school personnel, interested citizens, and news media on juvenile crime prevention and youth problems. Assemble pamphlets, films and related material regarding these two areas.
- g) Conduct safety education programs within the local schools geared to young persons.
- h) Work with school personnel and make recommendations regarding school zones, crossing, signs, markings, and the elimination of street hazards.
- i) Enforce local ordinances in and around schools which my effect the health and safety of students and faculty.
- j) As liaison officer between the schools and the police department, be available to all schools and all grades in those schools. Anticipate sensitive areas of contact between schools and police and recommend courses of action to Department personnel to defuse any chance of conflict.
- k) Perform duties of Truant Officer and handle school complaints regarding truants.
- l) Keep informed of juvenile crime prevention and youth related program philosophies, and be familiar with those used in common practice.
- m) Advise the Chief of Police of incidents of major importance to the Department.
- n) Assist in the administration of the Department by periodically reviewing and compiling statistical information relative to juvenile crime prevention.
- o) Express interest and possible involvement in area programs which are geared towards protection of and improvement of conditions for Barre City youth.
- p) Respond to calls for service and/or incidents requiring police attention, and when necessary, per-form all duties of a police officer.
- q) Perform other related duties as assigned by the Chief of Police.
- r) Prepare periodic written reports of Juvenile Pro-gram progress and submit them to the

City: ___

Chief of Police.

s) It shall be the responsibility of the Juvenile Officer/Corporal to keep all department personnel up to date and informed of any changes in the laws covering juveniles and any new or updated protocols from the State's Attorney's Office or the Department of Social and Rehabilitation Services.

(4) Special Circumstances and Conditions of

- a) Persons classified in the position are responsible and accountable directly to the Chief of Police.
- b) By virtue of its public safety nature, a Juvenile Officer/Corporal is considered as being always on call.
- c) The position of Juvenile Officer/Corporal demands an adherence to the highest standards of professional ethics moral code, and personal integrity.
- d) Normal duty attire is the police uniform of the day; on occasion other clothing may be more appropriate. If so, it is to conform with standards acceptable for business personnel.

E. PATROL OFFICER

(1) Summary

- a) A Patrol Officer shall be responsible for the efficient performance of required duties in conformance with the rules, regulations, and policies adopted by the City Council.
- b) Duties shall consist of, but are not necessarily limited to, a number of general police responsibilities necessary to the stability and safety of the community.
- c) A Patrol Officer shall be expected to:
 - Identify criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings.
 - (ii) Reduce the opportunities for the commission of crime through preventive patrol and other measures.
 - (iii) Aid individuals who are in danger of physical harm.
 - (iv) Facilitate the movement of vehicular and pedestrian traffic.
 - (v) Identify problems that are potentially serious law enforcement or governmental problems.
 - (vi) Create and maintain a feeling of security in the community.
 - (vii) Promote and preserve the peace.
 - (viii) Provide other services on an emergency basis.

(2) General Duties and Responsibilities

- a) Exercise authority consistent with the obligations imposed by the oath of office and be accountable to superior officers. Promptly obey legitimate orders.
- b) Coordinate efforts with those of other members of the Department so that teamwork may ensure continuity of purpose and maximum achievement of police objectives.
- c) Communicate to superiors and to fellow officers all information obtained which is pertinent to the achievement of police objectives.
- d) Respond punctually to all assignments.
- e) Acquire and record information concerning events that have taken place since the last tour of duty.
- f) Record activity during tour of duty in the manner prescribed by proper authority.
- g) Maintain weapons and equipment in a functional, presentable condition.
- h) Assist citizens requesting assistance or information. Courteously explain any instance where jurisdiction does not lie with the Police Department and suggest other procedures to be followed.
- i) Be accountable for the securing, receipting, and proper transporting of all evidence and property coming into custody.
- j) Answer questions asked by the general public, counsel juveniles and adults when necessary and refer them to persons or agencies where they can obtain further assistance.
- k) Preserve the peace at public gatherings, neighborhood disputes and family quarrels.
- 1) Serve or deliver warrants, summonses, subpoenas, and other official papers promptly and accurately when so directed by a superior officer.
- m) Confer with court prosecutors and testify in court.
- n) Accomplish other general duties as they are assigned or become necessary.

(3) Specific Duties and Responsibilities - Preventive Patrol

a) Patrol an assigned area for general purposes of crime prevention and law enforcement. Patrol includes:

- (i) Being thoroughly familiar with the assigned route of patrol. Such familiarity includes knowledge of residents, merchants, businesses, roads, alleyways, paths, etc. Conditions that contribute to crime should be reported. The location of fire boxes, telephones and other emergency services should be noted.
- (ii) Apprehending persons violating the law or wanted by the police.
- (iii) Completing detailed reports on all crimes, vehicle accidents and other incidents requiring police attention. In cases where an arrest is made, an arrest report is submitted along with the required crime report. When property is recovered or additional information is discovered pertaining to a previously reported offense, the officer completes an investigation report.
- (iv) Preserving any crime scene until a Shift Commander arrives when such crime scene is encountered or when dispatched to the scene as the first responding officer.
- (v) Public assembly checks.
- (vi) Building security checks.
- (vii) Observing and interrogating of suspicious persons.
- (viii) Issuing traffic citations.
- (ix) Being alert for and reporting fires.
- (x) Reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety.
- (xi) Checking of schools, parks and playgrounds.
- (xii) Responding to any public emergency.
- (xiii) Dispatch in emergency situations until classified dispatcher arrives.
- b) Conduct a thorough investigation of all offenses and incidents within the area of assignment and scope of activity. Collect evidence and record data which will aid in identification, apprehension, and prosecution of offenders, as well as the recovery of property.
- c) Be alert to the development of conditions tending to cause crime or indicative of criminal activity. Take preventive action to correct such conditions, and inform superiors as soon as the situation permits.
- d) Respond to situations brought to the officer's attention while in the course of routine patrol or when assigned by radio. Render first aid, when qualified, to persons who are seriously ill or injured. Assist persons needing police services.
- e) Remain on assigned route throughout the tour of duty except when a police emergency necessitates a temporary absence, or when a Shift Commander or the Dispatcher has issued authorization for a temporary absence.
- f) Patrol area giving particular attention to and frequently rechecking locations where the crime hazard is great. Insofar as possible, a Patrol Officer shall not schedule, but shall alternate frequently and backtrack in order to be at the location least expected.
- g) Be alert for all nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health or convenience of the public within the patrol area.
- h) If assigned to operate a motor vehicle:
 - (i) See that it is well maintained mechanically and that it is kept clean both inside and outside.
 - (ii) Inspect the vehicle at the beginning of the tour of duty for any defects or

missing equipment. Immediately report all defects and damages sustained to the vehicle to the proper authority and complete all reports and forms required by current procedures.

- (iii) Remove the keys whenever the patrol car is left unattended for reason.
- (iv) Use only vehicles assigned by the Shift Commander.
- (v) Use the call number assigned to the car to contact headquarters.
- (vi) Operate the radio in line with FCC regulations and current.
- (vii) Ensure that the assigned vehicle's gas tank is full prior to completion of each tour of duty.
- i) Keep radio equipment in operation at all times and be thoroughly familiar with departmental policy concerning use of the radios.
- j) Take measures to direct the flow of traffic in the area during periods of congestion.
- k) Notify the Shift Commander if more than a temporary absence from regular duties is required.
- 1) Make periodic reports to the station house.
- (4) Specific Duties and Responsibilities Traffic Patrol
 - a) Direct and expedite the flow of traffic at assigned intersections keeping in mind the duty as a traffic officer in preventing accidents, protecting pedestrians and ensuring the free flow of traffic.
 - b) Enforce the parking ordinances and motor vehicle laws in the patrol area.
 - c) Be alert for traffic safety conditions which may endanger or inconvenience the public and report such conditions to the Shift Commander.
 - d) Respond immediately when called from a traffic post to render emergency police service. Notify the station at the earliest possible opportunity.
 - e) Wear the prescribed traffic safety clothing and equipment.

F. CLERK/DISPATCHER

- (1) Dispatch personnel shall be designated as Emergency Services Dispatcher/Clerk. The duties of said personnel in capacity as Emergency Services Dispatcher include, but are not limited to the following, which will be done per current departmental procedure.
 - a) Take phone calls and walk-in complaints of both emergency and non-emergency nature. If emergency complaints taken are not in the area dispatched for, notify the appropriate agency via telephone or radio.
 - b) Dispatch via radio, per FCC regulations, appropriate emergency service(s) response for calls received in order received, or severity/urgency.
 - c) Respond via radio to police requests for license checks, warrant checks, motor vehicle registration checks, Probation and Parole checks, and Court Conditions of Release checks.
 - d) Monitor all department radios, and appropriately handle complaints radioed in by the Police, Fire Department(s), EMS, Public Works Department(s) and Fast Squad(s).
 - e) Monitor activity of prisoners lodged in the lock-up facility via closed circuit TV for the purposes of prisoner safety. Problems with prisoners in the lock-up facility to be dealt with per current procedure.
 - f) Keep radio and phone log updated.
 - g) Complete complaint sheets as necessary for calls taken.
- (2) In addition to serving as Emergency Services Dispatcher, the dispatch personnel shall be designated as Clerk. The duties of said personnel, in capacity as Clerk, shall include but are not limited to the following, which will be performed per current departmental procedure.
 - a) Prepare casework for court upon approval of a supervisor.
 - b) Type accident reports upon approval of a supervisor.
 - c) Transcribe investigatory interviews upon approval of a supervisor.
 - d) Type correspondence as requested by Supervisor.
 - e) Process Vermont Traffic Complaints.
 - f) Process parking tickets.
 - g) File department paperwork.
 - h) Keep departmental computerized information updated via processing of department paperwork.
 - i) Process requests for information from insurance companies, lawyers, etc. Records to be released per current policy.
 - j) Process department payroll weekly, as assigned by the chief.
 - k) Process department billing, both external and internal, as assigned by the chief.
 - l) Order department office supplies, assigned by the chief.

G. PARKING METER TECHNICIAN & MAINTENANCE MAN

- (1) Parking Meter Responsibilities
 - a) Repair parking meters as needed.
 - b) Inspect parking meters as needed.
 - c) Replace meters as needed.
 - d) Make collections from parking meters as required, with the assistance of a police officer when available.
 - e) Order new parking meters and parts as needed.
 - f) Operate vehicles to accomplish above duties as required.
- (2) Street Signs and Traffic Signs Responsibilities
 - a) Make street and traffic signs as required.
 - b) Order new signs and materials for same.
- (3) Maintenance Duties
 - a) Departmental Maintenance duties to be conducted, commensurate with personal ability as directed by Chief of Police.
- (4) Additional Duties
 - a) Will answer the telephone or do dispatch duties on a temporary or emergency basis until a police officer or dispatcher becomes available.

H. PARKING ENFORCEMENT/COMMUNITY SERVICE OFFICER

(1) Summary

- a) The Parking Enforcement / Community Service Officer shall be primarily responsible for the effective and impartial enforcement of all parking ordinances with primary attention to violations in the business district. This position involves considerable public contact and duties of a public relations and community relations nature. This employee is responsible, through the Chief of Police and under the supervision of the day shift supervisor, for seeing that all regulations pertinent to relevant sections of City Ordinances are enforced. This employee is not armed nor authorized to conduct general police work.
- b) This employee operates with considerable independence and discretion in carrying out his/her their duties. However, such decisions are made in strict compliance with relevant sections of the City Ordinances and departmental rules and regulations. The Parking Enforcement / Community Service Officer is assigned varying hours and/or days of duties depending upon the needs of the department. Routine and specific assignments are received either orally or in writing from the supervisor and are subject to review by inspection, observation, and consultation with the employee.
- c) A person hired to fill this position shall serve a six (6) month probation period.

(2) General Duties and Responsibilities

- a) Patrol on foot or vehicle, as assigned, within a designated area of the City of Barre.
- b) Patrols assigned areas on a regular basis to provide consistency of enforcement.
- c) Enforce the parking ordinances by issuing parking tickets and placing them on vehicles found in violation of same or other methods authorized by law.
- d) Immobilize or assist in the immobilization by booting vehicles in violation of scoff laws in accordance with City Ordinances.
- e) Assist in the collection of parking meter money.
- f) Report traffic, parking problems, and hazardous situations to proper authority.
- g) Performs various miscellaneous public services or such other duties as may be required and directed by the Chief of Police or a designee.

(3) Secondary Duties

- a) Serves as "Community Ambassador" by providing answers to inquiries from the public regarding parking and ordinances. Gives information on the location of streets, buildings and other community facilities.
- b) Request emergency service of police, ambulance, or other service when there is an apparent need or request.
- c) Makes adjustments to meters and mechanisms as necessary to provide efficient operation.
- d) Be fully familiar with Department rules and regulations, policies, and procedures and changes in ordinance that affect their position.
- e) Be familiar with location of streets, alleys, public buildings, businesses, schools, churches, etc., as well as fire boxes and other emergency services.
- f) Assist merchants, shoppers, pedestrians, and delivery personnel to assure smooth and orderly service.
- g) May direct traffic as needed until regular officers arrive or as requested by regular officers, to include the placement and removal of barricades.



I. SCHOOL RESOURCE OFFICER (HIGH SCHOOL)

(1) Summary

- a) The School Resource Officer (SRO) is a nationally implemented program. The SRO will be assigned to Spaulding High School and may assist the Barre City Recreation Department during school vacations. The SRO has three main functions: law enforcement officer, teacher and counselor. The SRO will assist in making the school a safe and secure environment, present prevention and educational programs to the students, and assist with other law enforcement and educational needs. The SRO will be a positive role model to the students and will assist in breaking down the beliefs, stereotypes and barriers between youth and the police.
- b) The School Resource Officer (SRO) will be supervised by the Detective Sergeant.
- c) The SRO will also be monitored at Spaulding High School by the Co-Principals and shall met with them at least once a week.

(2) General Duties and Responsibilities

- a) The SRO will coordinate all of their activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
- b) The SRO will maintain a daily/weekly schedule and will provide a copy to their supervisor.
- c) The SRO's hours of duty will be Monday through Friday 07:30 to 15:30 during the school year. The SRO may request to alter the schedule if there are events, such as school activities, meetings, open house, etc., that he/she would like to attend. The SRO's schedule may be altered for other assignments during school vacation.
- d) The SRO shall become familiar with school rules and regulations/policies and procedures for both staff and students.
- e) The SRO shall attend staff/parent/administrative meetings when requested by their supervisor or principal.
- f) The SRO shall attend training to become certified to present in areas such as: Drug Abuse Prevention Education (D.A.R.E), Gang Resistance Education and Training (G.R.E.A.T.),10-63 (Justice Education for the Prevention of Delinquency).
- g) The SRO will develop expertise in presenting various subjects and shall offer safety or informational presentations as requested. The SRO will also provide other educational assistance, being prepared to present on numerous topics. The SRO will assist in classrooms, when available and when requested, with mentoring and other educational goals of the school.
- h) The SRO will be a resource to the staff and students. The SRO will make him/herself be available for conferences, counseling or questions.
- i) The SRO will become familiar with local resources and agencies that assist with youth and families and make referrals when requested or as appropriate.
- j) The SRO will take appropriate action when a crime occurs or when emergency or immediate law enforcement action is needed. The co-principles and SRO will develop and plan strategies to prevent and/or minimize dangerous situations or deal with issues which might result in the event of student unrest.
- k) The SRO is not a school disciplinarian. Disciplining students is a school responsibility. When the principal believes an incident involving a law violation has taken place he/she may request police involvement from the SRO.

- I) The SRO is first and foremost a law enforcement officer. The SRO should attempt to establish a rapport with the students, while retaining the respect of the position. The SRO will be a positive role model by being professional, visible, interactive and develop good relationships with faculty, students and parents.
- m) The SRO will act as liaison with other law enforcement officers and Spaulding High School, when necessary, as in regard to investigations which initiate in or outside of the school and involve students of the school.
- n) The SRO will wear the Barre City Police Department reduced visibility uniform (that worn on bicycle patrol). The uniform/clothing worn may vary depending on individual events, with prior approval by their supervisor. The SRO may also wear casual business attire when approved by the Chief of Police.
- o) The SRO will attend training to maintain Vermont Criminal Justice Training Council certification as a law enforcement officer.
- p) The SRO may be temporarily reassigned, if an emergency arises or if the SRO in needed to perform other law enforcement functions.
- q) The SRO may be reassigned to the Barre City Recreation Department during School vacations. During this reassignment the SRO will maintain contact with the youth through programs offered through the Recreation Department. The SRO may assist in developing, providing or assisting with current programs.
- r) The SRO may also be reassigned to other youth and/or community policing initiatives during vacation periods.

J. SCHOOL RESOURCE OFFICER (ELEMENTARY/MIDDLE SCHOOL)

(1) Summary

- a) The School Resource Officer (SRO) is a nationally implemented program. The SRO will be assigned to the Barre City Elementary and Middle School and may assist the Barre City Recreation Department during school vacations.
- b) The SRO has three main functions: law enforcement officer, teacher and counselor. The SRO will assist in making the school a safe and secure environment, present prevention and educational programs to the students, and assist with other law enforcement and educational needs. The SRO will be a positive role model to the students and will assist in breaking down the beliefs, stereotypes and barriers between youth and the police.
- c) The School Resource Officer (SRO) will be supervised by the Detective Sergeant.
- d) The SRO will also be monitored at the Barre City Elementary and Middle School by the Co-Principals, and shall meet with them at least once a week.

(2) General Duties and Responsibilities

- a) The SRO will coordinate all of their activities with the principal and staff members concerned and will seek permission, advise and guidance prior to enacting any program within the school.
- b) The SRO will maintain a daily/weekly schedule and will provide a copy to their supervisor.
- c) The SRO's hours of duty will be Monday through Friday 07:30 to 15:30 during the school year. The SRO may request to alter the schedule if there are events, such as school activities, meetings, open house, etc., that he/she would like to attend. The SRO's schedule may be altered for other assignments during school vacation.
- d) The SRO shall become familiar with school rules and regulations/policies and procedures for both staff and students.
- e) The SRO shall attend staff/parent/administrative meetings when requested by their supervisor or principal.
- f) The SRO shall attend training to become certified to present in areas such as: Drug Abuse Prevention Education (D.A.R.E), Gang Resistance Education and Training (G.R.E.A.T.)., 10-63 (Justice Education for the Prevention of Delinquency).
- g) The SRO will develop expertise in presenting various subjects and shall offer K-4 and middle school educational and safety presentations. The SRO will also provide other educational assistance, being prepared to present on numerous topics. The SRO will assist in classrooms, when available and when requested, with literacy and other educational goals of the school.
- h) The SRO will be a resource to the staff and students. The SRO will be available for conferences, counseling or questions.
- i) The SRO will become familiar with local resources and agencies that assist with youth and families and make referrals when requested or as appropriate.
- j) The SRO will take appropriate action when a crime occurs or when emergency or immediate law enforcement action is needed. The co-principles and SRO will develop and plan strategies to prevent and/or minimize dangerous situations or deal with issues which might result in the event of student unrest.

City ____

- k) The SRO is not a school disciplinarian. Disciplining students is a school responsibility. When the principal believes an incident involving a law violation has taken place he/she may request police involvement from the SRO.
- 1) The SRO is first and foremost a law enforcement officer. The SRO should attempt to establish a rapport with the students, while retaining the respect of the position. The SRO will be a positive role model by being professional, visible, interactive and developing good relationships with faculty, students and parents.
- m) The SRO will act as liaison with other law enforcement officers and the Barre City Elementary and Middle School, when necessary, as in regard to investigations which initiate in or outside of the school and involve students of the school.
- n) The SRO will wear the Barre City Police Department standard issue uniform and equipment. The uniform/clothing worn may vary depending on individual events, with prior approval by their supervisor.
- o) The SRO will attend training to maintain Vermont Criminal Justice Training Council certification as a law enforcement officer.
- p) The SRO may be temporarily reassigned, if an emergency arises or if the SRO in needed to perform other law enforcement functions.
- q) The SRO may be reassigned to the Barre City Recreation Department during School vacations. During this reassignment the SRO will maintain contact with the youth through programs offered through the Recreation Department. The SRO may assist in developing, providing or assisting with current programs.
- r) The SRO may also be reassigned to other youth and/or community policing initiatives during vacation periods.
- s) The SRO will hold the rank of Patrol Officer

(K) Community Oriented Policing Liaison

(1) Summary

- a) The Community Oriented Policing Liaison (COPL) shall be a police officer charged with building relationships between the citizens and the Police Department. This officer will be assigned to special details and projects that will aid in fostering cooperative relationships with citizens and community groups. The COPL has three main functions: serve as a law enforcement officer enforcing laws and ordinances, serve as a prevention resource working to solve problems before they begin and serving as a community outreach worker through Problem Oriented Policing (POP).
- b) The COPL will focus particular attention on the downtown area working to keep an air of vitality and security. The COPL will also work in collaboration with existing agencies and organizations to foster positive programs and relationships for youth.
- c) The COPL will have immediate supervision from the existing shift supervisor with ultimate oversight from the Sergeant of the second shift. The Chief will work directly with the second shift Sergeant to develop long range goals for the COPL.

(2) General Duties and Responsibilities

- a) The COPL will coordinate all of their activities with the second shift Sergeant.
- b) The schedule for the COPL will be 14:30 to 24:00 during the summer (May to October) and from noon to 21:30 during the winter (November to April). The schedule rotation will be the same as second shift.
- c) During the summer the COPL will give specific attention to the downtown area. He/she will provide foot patrol coverage of the Main Street area. Upon approval of the supervisor he/she may supplement the foot patrol coverage with bicycle patrol.
- d) The COPL may request to alter their schedule if there are events, meetings, open houses, etc., that he/she would like to attend.
- e) The COPL shall be intimately familiar with state laws and city ordinances that will make for a more friendly community environment.
- f) The COPL shall attend community and neighborhood meetings when requested by their supervisor. The COPL will also work with community groups on scheduling and attending these meetings. He/she will assist with citizen and neighborhood watch programs.
- g) The COPL will attend training on Community Based Policing, Problem Oriented Policing, Community Based Justice and other proactive programs.
- h) The COPL will be a resource for the department and the community on issues of Problem Oriented Policing and Community Based Justice.
- i) The COPL will become familiar with local resources and agencies who can assist with problem solving.
- j) The COPL will take law enforcement action as a patrol officer when and where necessary.
- k) The COPL is first and foremost a law enforcement officer. The COPL should strive to establish a rapport with business owner, youth and citizens.
- The COPL will act as liaison with other law enforcement officers, business owners and civic groups. He/she will be available to meet with civic groups to give presentation or answer questions concerning law enforcement issues.
- m) The COPL will wear the Barre City Police Department standard issue uniform and equipment unless assigned to bicycle patrol at which time the bicycle patrol uniform

- will be worn. The uniform/clothing worn may vary depending on individual events, with prior approval by their supervisor.
- n) The COPL will attend training to maintain Vermont Criminal Justice Training Council certification as a law enforcement officer.
- o) The COPL may be temporarily reassigned, if an emergency arises or if the COPL in needed to perform other law enforcement functions.
- p) The COPL may also be reassigned to other community policing or general police initiatives during inclement weather.
- q) The COPL will hold the rank of Patrol Officer.

APPENDIX D - PT TESTS FOR POLICE CANDIDATES

Reserve for future clarification. Current practice is Cooper Standard.

APPENDIX E - ACKNOWLEDGEMENT OF ARBITRATION

J 1 1 19

The Barre City Police Officers Association, A.F.S.C.M.E., Local #1369 Council 93, (hereinafter called the "Union"), and the City of Barre (hereinafter called the "City") understand that this agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the City agree that any such dispute shall be submitted to an impartial arbitrator.

72M	
Dated at the City of Barre, Vermont, this	day of February 2022.
Lucas Herring Mayor	Chapter Chair
Steven E. Mackenzie, P.E., City Manager	Negotiating Committee Member
Larry Eastman, Acting Chief of Police	Negotiating Committee Member
	Negotiating Committee Member
	F.O.P. Lodge 004 Representative

- J. PIERCE

APPENDIX F - TRAINING COMMITTEE/DISPATCH TRAINING

(1) POLICE TRAINING COMMITTEE

- (a) This is to certify that the City agrees to the formation of a three person Police Training Committee consisting of full-time employees of the Department. These personnel will make recommendations to the City regarding departmental training.
- (b) The City will consider all of the committee's recommendations but is in no way obligated to comply with these recommendations.

(2) DISPATCHER TRAINING

- (a) The City will offer dispatchers the opportunity for a minimum of sixteen (16) hours of training annually. The City may direct a dispatcher to attend training at its discretion.
 - (i) 2 hrs City and 2 hrs Town ambulances
 - (ii) 2 hrs City and 2 hrs Town Fire