AGREEMENT

BY AND BETWEEN

TOWN OF SHELBURNE, VT

AND THE

NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION
LOCAL 413

=

July 1, 2015 to June 30, 2017

CONTENTS **PAGE NUMBER**

ARTICLE 1
SECTION 101- RECOGNITION 4
SECTION 102 - UNION REPRESENTATION 4
SECTION 103 - NON-DISCRIMINATION 4
SECTION 104 - MODIFICATION OF AGREEMENT 4
SECTION 105 - DURATION OF AGREEMENT 4
SECTION 106 - SAVINGS CLAUSE 4
SECTION 107 - DISTRIBUTION OF AGREEMENT 5
SECTION 108 - PERSONNEL RULES AND REGULATIONS 5
ARTICLE 2
SECTION 201 – UNION SECURITY 5
SECTION 202 – UNION BUSINESS LEAVE 5
SECTION 203 – ASSOCIATION ACTIVITY PROTECTED 6
ARTICLE 3
SECTION 301- MANAGEMENT RIGHTS 6
ARTICLE 4
SECTION 401 - HOURS OF WORK 7
SECTION 402 - EMPLOYMENT DEVELOPMENT AND TRAINING 7
SECTION 403 - UNIFORMS AND EQUIPMENT 7
ARTICLE 5
SECTION 501 – NEPBA HEALTH & WELFARE TRUST FUND 9
SECTION 502 - LIFE INSURANCE 9
SECTION 503 - HEALTH INSURANCE 9
SECTION 504 – DEDUCTIBLE 9
SECTION 505 – OPEN SECTION 9
SECTION 506 - DISABILITY 9
SECTION 507 - RETIREMENT 10
SECTION 508 - ICMA DEFERRED COMPENSATION 10
SECTION 509 - EMPLOYEE ASSISTANCE PROGRAM 10
SECTION 510 - FLEXIBLE SPENDING 10
SECTION 511- ELIGIBILITY 10
SECTION 512 - DATE OF HIRE - DEFINITION 10
SECTION 513 - HOLIDAYS 11
SECTION 514 - PERSONAL HOLIDAYS AND LEAVE 11
SECTION 515 - TOWN BEACH 11
SECTION 516 - PAYROLL DIRECT DEPOSIT 11
SECTION 517 - VACATION 12
SECTION 518 - SICK LEAVE 13
SECTION 519 - COURT LEAVE 13
SECTION 520 - MILITARY LEAVE 14

SECTION 521- PARENTAL, MEDICAL AND FAMILY LEAVE 14
SECTION 522 - BEREAVEMENT LEAVE 15
SECTION 523 - EDUCATION LEAVE 15
SECTION 524 - SPECIAL LEAVES OF ABSENCE 15
ARTICLE 6
SECTION 601 - RATE OF PAY 16
SECTION 602 - CALL BACK PAY 16
SECTION 603 - SHIFT DIFFERENTIAL 16
SECTION 604 – OPEN SECTION 16
SECTION 605 - HOLIDAY COMPENSATION 16
SECTION 606 - MILEAGE REIMBURSEMENT 17
SECTION 607 - SPECIAL DETAILS 17
SECTION 608 - OFFICER IN CHARGE PAY 17
SECTION 609 - OVERTIME 17
SECTION 610 - COMPENSATORY 17
SECTION 611 - PERSONAL PROPERTY 18
SECTION 612 - PROFESSIONAL DUTY PAY 18
ARTICLE 7
SECTION 701 - VACANCIES 19
SECTION 702 - LAYOFF 19
SECTION 703 - OPEN SECTION 19
SECTION 704- DISCIPLINARY ACTIONS 19
SECTION 705 - DISCIPLINARY ALTERNATIVES 20
SECTION 706 - SAFETY AND HEALTH POLICY 20
SECTION 708 -PERSONNEL RECORDS 20
SECTION 709 - SENIORITY 21
ARTICLE 8
SECTION 801- GRIEVANCE DEFINITION 22
SECTION 802 - PROCEDURE 22
SECTION 803 – ARBITRATION 22
SECTION 804 – FORMS AND DEADLINES 23
SECTION 805 – ARBITRATOR'S AUTHORITY 23
SECTION 806 – ARBITRATION COST 23
SECTION 807 – ACKNOWLEDGEMENT OF ARBITRATION 23
ARTICLE 9
SECTION 901 – LABOR MANAGEMENT COMMITTEE 24
APPENDIX A – WAGE SCHEDULE 25
APPENDIX B – EXAMPLE WORK PERIODS FOR POLICE OFFICERS 26
APPENDIX C – EMPLOYEE SENIORITY LIST 27

PREAMBLE

This agreement is made by and between the Town of Shelburne, Vermont hereinafter called the Town or the Employer and Local 413, of the New England Police Benevolent Association, hereinafter referred to as NEPBA or the Union. It is the intent and purpose of this agreement to set forth the terms and conditions of employment and to provide an orderly and peaceful method of resolving grievances. As such this preamble is not subject to the grievance and arbitration provisions of this agreement.

ARTICLE 1 - GENERAL PROVISIONS

SECTION 101 - RECOGNITION

Pursuant to certification issues by the State Labor Relations Board on June 19, 2015 in Docket Number 15-16, the Town of Shelburne (hereinafter "Employer"), Vermont, recognizes the New England Police Benevolent Association (hereinafter "Union"), as the sole and exclusive bargaining agent for the following unit: all corporals, full-time police officers, dispatchers and any part time police officers & dispatchers who work a minimum of 69 hours per month or 832 hours per year, but excluding the administrative assistant to the police chief, employed by the Shelburne Police Department.

SECTION 102 - UNION REPRESENTATION

The Town agrees that it shall not negotiate directly with any bargaining unit employee relative to wages, hours and conditions of employment and shall give prior notice to the Union and allow a Union representative to be present at any meeting at which an employee presents, independently, a grievance relative to wages, hours and conditions of employment to the Town.

SECTION 103 - NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement, including discrimination based on race, color, religion, creed, sex, sexual orientation, national origin, ancestry, place of birth, age or physical or mental condition, and to promote harmonious relations between the Town and the Union.

SECTION 104 - MODIFICATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by any employee or group of employees with the Town and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and ratified by the Union and the Town. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein

SECTION 105 - DURATION OF AGREEMENT

This contract shall extend from July 1, 2015 through June 30, 2017 and shall continue in force and effect thereafter while the parties are negotiating towards a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than two hundred (200) days or less than ninety (90) days prior to the expiration date set forth above. After receipt of notice by either party, a conference will be held within thirty (30) days between the Town and Local 413's negotiating committee for the purpose of negotiating such amendments, modification or termination

SECTION 106 - SAVINGS CLAUSE

Should any provision or portion of a provision of this Agreement be found to violate a Federal or State law, all other provisions shall remain in full-force. The Town and the Union shall meet within forty-five (45) days to negotiate new language.

SECTION 107 - DISTRIBUTION OF AGREEMENT

All bargaining unit and new employees shall be furnished a copy of this Agreement by the Town Manager following its execution by both parties. Each employee shall acknowledge, in writing, receipt of this Agreement at the time of delivery. Such acknowledgment shall constitute an affirmative representation by each employee that he/she will become familiar with the terms of the Agreement.

SECTION 108 - PERSONNEL RULES AND REGULATIONS

The Town and Union agree that except as expressly modified by this Agreement, the respective benefits and rights of the parties set forth in the Personnel Regulations of the Town of Shelburne, adopted October 22, 1990, shall remain in effect and shall govern the parties hereto. Terms used in the Personnel Regulations shall have the same meaning in this Agreement. The Town agrees to reissue upon request a copy of the Personnel Regulations to the Union President.

ARTICLE 2 - UNION RIGHTS

SECTION 201 – UNION SECURITY

All employees who elect to do so shall be afforded the opportunity to become a member of the Union and thus will be obligated to pay to the Union regular dues associated with full membership. For those Employees hired after July 1, 2015, who elect not to join the Union shall be required to pay an agency fee which shall be set at eighty five (85%) percent of the regular union dues. The Town shall via payroll deduction, collect and forward said fees to the Union on a monthly basis, without liability for employees whose check is not adequate to cover such deductions.

Probationary Police employees who have less than one (1) year of service are considered employees at will and may be terminated with or without cause. Probationary Communications employees who have less than six (6) months of service are considered employees at will and may be terminated with or without cause. The Union will not represent or provide assistance to the probationary employee for termination proceedings.

The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and the payment thereof to the Union under this article.

SECTION 202 - UNION BUSINESS LEAVE

A. Insofar as work requirements of the Department permit, union officers will be excused from duty when required to conduct Union business, and the Employer may replace the Union officer with a part-time employee. Union officers shall give the Chief or his designee reasonable advance notice, but not less than forty-eight (48) hours, of their intention to be absent to conduct such Union business so that work schedules may be arranged accordingly.

B. Notwithstanding the above, one employee per shift may be excused for Union business leave. Union business leave shall be no more than twenty (20) hours annually in the aggregate and may be used in no less than two (2) hour increments. The forty-eight (48) hour notice requirement shall not apply in unusual or emergency circumstances, provided the employee gives an explanation of the circumstances to the Chief or his designee.

C. Joint meetings between representatives of the Employer and the Union shall be held, whenever practicable, outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held outside regular working hours, no employee shall receive any compensation on account of time spent by him or her attending such meetings.

D. The Union will furnish the Town Manager with a written list of its local officers and will promptly notify him or her in writing of any changes thereto. Only such listed officers shall be recognized by the Employer for the purpose of joint meetings except that the Union may, in its discretion, be represented by a Union officer and/or counsel.

E. The Employer will advise the Union in writing of the name, address and classification of each new employee.

F. Leave of absence without loss of wages, benefits or other privileges may be granted to one (1) elected officer of the Union to attend New England PBA (NEPBA) quarterly business meetings, trainings and conventions. Such leave shall not exceed four (4) days per year. Written notice will be given to the Chief of Police at least ten (10) days prior to said meetings.

SECTION 203 - ASSOCIATION ACTIVITY PROTECTED

A. Employees shall have the right of self-organization and the right to form, join, or assign any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours and other terms and conditions of employment, and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion. An employee shall have the right to refrain from any or all such activities.

B. The Union will represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union. The Employer recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

C. Neither the Employer nor the Union will unlawfully discriminate against any employee, applicant for employment or applicant for Union membership because of race, color, creed, sex, age, or national origin.

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 301 – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all of the traditional rights as historically existed prior to the first agreement, to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all operations and services of the Employer; to direct the working forces; to establish the qualifications for employment; to lay off employees for lack of work or lack of funds or other legitimate reasons; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, transfer, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the aforementioned rights shall not conflict with any express written provisions of this Agreement.

ARTICLE 4 - WORKING CONDITIONS

SECTION 401 - HOURS OF WORK

A. The work week shall consist of seven (7) consecutive days and shall begin at 0001 hours on Monday and end at 2400 hours (midnight) on the next following Sunday.

B. The scheduled hours of work for all employees shall be established by the Town Manager or his/her designee. The regular schedule for any employee may require the regular performance of up to forty (40) hours of work per work week.

C. The Town and the Association may, by mutual agreement, establish a work period for police officers and emergency communication technicians longer than seven (7) consecutive days but not longer than twenty-eight (28) consecutive days, and establish a regular work schedule for a police officer or an emergency communication technician that does not require the regular performance of work in excess of the hours listed on Appendix B for the established work period.
The work day shall be the normal scheduled hours for each employee, either eight (8), eight and ten (10) or twelve (12) hours, based upon the schedule that is mutually agreed upon that employees shall work,

D. A seven (7) day prior notice shall be given in the event of an involuntary change of schedule unless otherwise mutually agreed.

SECTION 402 - EMPLOYMENT DEVELOPMENT AND TRAINING

The Town encourages employees to continue their education and has established a reimbursement program for 100% of the direct costs of the course or program that an employee is enrolled in. In order to receive reimbursement for a course four requirements must be met. First, the course must be job related; second, the Town Manager, based on his/her sole discretion, must approve the course; third, a grade of "c" or better must be obtained; and fourth, adequate funds must be available in the Town's budget. An employee may be reimbursed for one course per semester. Reimbursement will also be given to full time employees who have satisfied the above requirements for a course conferring credit for a high school diploma or GED. Courses taken under this provision shall be outside of the employee's working hours, except with approval of the Chief of Police and the Town Manager. Upon completion of the course, a receipt for the course and an official statement of grades earned must be received by the Town Manager's office. These items must be turned in before a reimbursement check will be issued. The Town shall establish a budget of $3,000 per fiscal year for this purpose. The Town shall not be obligated to spend the entire budgeted amount each year. The budget for this item shall be increased by COLA each year.

SECTION 403 - UNIFORMS AND EQUIPMENT

The Town shall provide the following uniforms and equipment for all police officers:

5 Short sleeve shirts
4 Long sleeve shirts
4 Pants
1 Spring/Fall jacket
1 Winter Coat
1 Summer Hat
1 Winter Hat
1 Baseball Hat
2 Hat Protectors

1 Sweater
2 Ties
1 Tie Bar
1 Latex Glove Holder
1 Collar Brass
2 Badges
1 Belt
1 Gun Belt (Sam Brown)
Rain Coats, sufficient number of adequate sizes to be shared by shifts
1 Bulletproof Vest (Provide 2 carriers, one of which may be an external carrier designed to carry equipment normally worn upon the duty belt. External carriers shall be mutually agreed upon by the Union and the Chief of Police or his/her designee.
2 Name Tags
1 OC Spray and Holder
2 Set of Handcuffs and Case.
1 Flashlight Holder
1 Portable Radio and Holder
1 Baton and Holder
1 Firearm
1 Holster
1 Keepers Set
3 Ammo Clips
Sufficient Ammunition
1 Off Duty Holster
1 Off Duty Badge
1 Credentials Holder
1 pair of needle resistant gloves

Care and maintenance of uniform and equipment is the responsibility of each officer. The Town will make available cleaning services for uniforms. Requests for replacement of worn equipment or clothing shall be made to the Chief or his designee, and such equipment/uniforms shall be replaced as needed or in accordance with manufacturer's recommendations.

Uniform and equipment shall be subject to periodic inspection by the Chief or his designee.

The Town shall reimburse employees, not to exceed $200.00 in a year, for the cost of appropriate equipment not listed above.

Emergency Communication Technician Uniforms
The Town will provide each emergency communications technician with the following:

1 White Dress Shirt with appropriate insignia
1 Pair, Dark blue or black trousers
5 Short sleeve Polo Shirts Embroidered with appropriate insignia
5 Long sleeve Polo Shirts Embroidered with appropriate insignia
4 Pair, Khaki Trousers
1 Sweater or Fleece Jacket

ARTICLE 5 - FRINGE BENEFITS AND LEAVES

SECTION 501 — NEW ENGLAND PBA HEALTH & WELFARE TRUST FUND

The employer agrees to pay 100% premium coverage per member per week to the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employer to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

The rate payable for such insurance coverages shall not be subject to increase for a period of 12 months following the conversion to this program for covered employees, which shall occur as of January 1, 2016. If in any calendar year following implementation a rate of increase equaling ten (10%) percent or greater will be necessary to continue this program, the Town shall have the right, after consultation with the Union, to convert back to the Town's current dental and vision care plans at then prevailing rates.

SECTION 502 - LIFE INSURANCE

The Town shall maintain enrollment in a group life insurance program for each bargaining unit employee in an amount equal to double the employee's annual base salary rounded to the next higher thousand. Base Salary shall be determined by multiplying the employee's hourly rate by the number of regular hours worked in a year (e.g. the calculation for an employee working 40 hours per week would be 40x104=4160 hours x hourly rate.) The Town contributes 100% of the employee's payment of that program. A description of the terms and qualifications of the life insurance policy is available from the Town Manager's office.

SECTION 503 - HEALTH INSURANCE

For health insurance beginning on January 1, 2016 the Town shall on behalf of the employees covered by this agreement contribute an amount up to 90% of the Blue Cross Blue Shield Standard Deductible Platinum plan premium for any plan that an employee chooses (single, couple, parent and children, family) through Vermont Health Connect.

SECTION 504 – DEDUCTIBLE

The Town agrees to reimburse employees for payment for their deductibles for health insurance up to a maximum of $1,250 for a single plan and $2,500 for a 2 person / family plans. This section shall expire on December 31, 2017 unless the parties agreed to extend the reimbursement program.

SECTION 505 – OPEN SECTION

SECTION 506 – DISABILITY

The Town shall maintain a group employee long-term disability policy. The Town provides 100% of the employee's premiums. This policy covers long term disability, commencing after the 90th day of disability and paying the employee 2/3rds of his/her salary until age 65, subject to income offsets and other qualifications as are included in the terms of the policy.

SECTION 507 – RETIREMENT

Eligible Town employees are enrolled in the Vermont Municipal Employees Retirement System (VMERS). The eligibility, terms, conditions, and policies for that system are as set forth in Title 24, Vermont Statutes Annotated Chapter 125 and in plan documents maintained by VMERS as amended from time to time. Upon retirement, each Town employee shall be entitled to the benefits set forth by statutes as defined in 24 V.S.A., Chapter 125 as well as the policies and plan documents maintained by VMERS.

New employees who have not previously participated in VMERS will be enrolled in the following:

1. Police Officers: choose either VMERS Group C or Group DC
2. All others: choose either VMERS Group B or Group DC

The enrollment options available to new employees who were previously enrolled in VMERS will be determined per VMERS terms, conditions and policies.

SECTION 508 - ICMA DEFERRED COMPENSATION

The Town shall offer the ICMA Deferred Compensation Plan to employees. This program is voluntary and contributions to the Plan are made by the employees. Information on this plan can be obtained from the Town Manager or Town Clerk's office.

SECTION 509 - EMPLOYEE ASSISTANCE PROGRAM

The Town shall enroll in an Employee Assistance Program which provides counseling services to Town employees. Information on this program can be obtained from the Town Manager's office. The Town shall make available an experienced Mental Health Professional capable of providing critical incident debriefing for all employees.

SECTION 510 - FLEXIBLE SPENDING

The Town will make available to Town employees a Flexible Spending Account funded by employee payroll deductions. The account will be used for qualifying healthcare and dependent day care expenses, subject to federal and state regulations.

SECTION 511 – ELIGIBILITY

All full-time employees are eligible for the benefit programs offered by the Town. Regular part-time employees who work an average 20 hours or more a week over the previous 12 months may elect to participate in the Town's benefit programs. The Town will pay a proportionate share of the cost of the programs based on the ratio of hours worked to 40 hours per week with the employee responsible for paying the balance in advance.

SECTION 512 - DATE OF HIRE — DEFINITION

A. The date of hire for the purpose of accruing benefits shall mean the first day of employment with the Town in which the employee is either a regular part time employee working a minimum of 20 hours per week or a full time employee.

B. In the event that a full time employee leaves full time employment with the Town and subsequently returns to full time employment within 2 years, the employee will be reinstated based on their level of service (as determined in A) at the time the employee left full time employment with the Town. The length of full time service accrued prior to the employee leaving Town employment will be credited

upon their return.

C. In the event a regular part-time employee working 20 hours per week or more moves to a full- time position, their level of benefits and seniority determining benefits continues and shall be based on their date of hire. In the event a part-time employee hired to work less than 20 hours per week moves to a full-time position, their level of benefits and seniority shall be based on the first day of their employment in the full-time position.

SECTION 513 - HOLIDAYS

The following are the regular holidays observed by the Town of Shelburne:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Bennington Battle Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Any listed holiday which falls on a Sunday shall be observed on the following Monday and any such holiday which falls on a Saturday shall be observed on the preceding Friday. (For Police and Dispatch, Christmas, New Years and Independence Day shall be observed on the actual day of the holiday. All other holidays shall be observed as noted above.)

SECTION 514 – PERSONAL HOLIDAYS AND LEAVE

Each employee who works a regularly scheduled 12 hour shift is entitled to 36 hours of personal leave per year. Personal leave days may be taken with the approval of the Department Head.
The following limitations apply to personal holidays:

A. No employee is entitled to take a personal holiday until he/she has been in the Town's service for at least thirty (30) days.

B. Employees who wish to observe religious holidays which fall on a normal workday shall use their personal holiday for that purpose.

C. Personal leave hours must be taken in the year in which they are earned. Personal leave shall accrue on the anniversary of the date of hire. Personal holidays and leave are not reimbursable upon termination. Personal leave shall not be accumulated.

D. Personal leave may be taken in increments of no less than 1 hour periods.

SECTION 515 - TOWN BEACH

All Town employees will be entitled to one free Town beach sticker each year of this agreement. Stickers are for Town employees' personal vehicles only and they will be issued from the Recreation Department Office upon request of the employee.

SECTION 516 — PAYROLL DIRECT DEPOSIT

Direct Deposit or optional deductions, on a weekly basis, can be credited to an employee's savings or checking account in the credit union or bank of the employee's choice. The Town reserves the right to limit the number of bank accounts to two for direct deposit/optional deductions for each payroll period.

SECTION 517 – VACATION

A. It is the policy of the Town of Shelburne to encourage every employee to take some time away from the job at least once every year to relax and enjoy the leisure time that has been earned.

B. Restrictions - No vacation time, may be taken in the first six months of employment. If an employee is terminated from employment with the Town during the first twelve (12) months of employment, he/she will not be entitled to be compensated for any accrued vacation time.

C. Schedule: employees are eligible for paid vacation days according to the following schedule:

LENGTH OF SERVICE	HOURS ACCUMULATED PER YEAR
Date of Hire until 5th Anniversary of Date of Hire	8 hours per month
Beyond 5th Anniversary of Date of Hire until 10th Anniversary	10.6 hours per month
Beyond 10th Anniversary of Date of Hire	13.2 hours per month

D. All vacation is figured from the date of hire.

E. All vacation leave will be accrued on a monthly basis and will be credited at the end of each month.

F. Limitations - The following limitations shall apply to the exercise of vacation benefits:

1) Subsequent to the first year of employment, each employee is required to take a minimum of five days' vacation, during each calendar year of employment.

2) Vacation may be taken in increments of no less than 1 hour periods.

3) The scheduling of vacation time shall be the responsibility of the Chief of Police or his/her designee. Scheduling shall accommodate, to the greatest extent possible, preference expressed by department employees. Subject to the discretion of Chief of Police or his/her designee, preference shall be given to seniority in regards to conflicts in employee vacation time.

4) In the event that a regular holiday falls during a scheduled vacation leave period, a vacation leave day will not be charged to the employee for that day.

5) Upon the exhaustion of all available sick leave by an eligible employee, accumulated vacation leave may be exercised by any employee unable to work by virtue of extended illness, maternity leave, or accident.

G. Accumulation - Except as provided herein, an employee with unused vacation time on June 30 of any fiscal year may only carry forward into the next fiscal year a total of 240 hours of vacation. Any vacation hours in excess of 240 will be forfeited without compensation. Any employee who, prior to May 1 of any fiscal year, requested and received approval for a vacation during the period May 1 through June 30 of that fiscal year, will not forfeit such vacation hours, if:

1. the vacation is canceled by the Town, and
2. the vacation hours are used within the first ninety (90) days of the next fiscal year.

SECTION 518 - SICK LEAVE

A. If an employee is sick and cannot report for work, he/she must notify her/his immediate supervisor as far in advance of the employee's scheduled work time as possible. If the immediate supervisor is not available, the next higher supervisor in the line of command to the employee shall be notified.

B. All permanent full time employees of the Town shall be entitled to sick leave as follows:

SICK LEAVE	HOURS ALLOCATED
Date of Hire - 5th Anniversary of Date of Hire	8 hours per month
Beyond 5th Anniversary of Date of Hire	12 hours per month

C. Any employee whose absence for reasons of sickness extends beyond three (3) consecutive workdays shall provide the Department Head with a statement from a licensed medical professional attesting to the employee's inability to work, If the absence extends beyond one week, the employee's department head may request a statement from a licensed medical professional regarding the expected duration of the absence and the frequency of routine medical re-evaluations during the absence. The department head may also request a statement from the medical professional describing the nature of problem necessitating the absence which the medical professional will provide unless precluded by law. The department head may request subsequent statements from the medical professional regarding the employee's status following routine re-evaluations.

D. Any employee who has accumulated a total of 480 sick leave hours (60 sick leave days) may convert additional sick leave hours to annual leave hours as follows:

1) 16 sick leave hours to 8 annual leave hours.

2) Up to 80 additional annual leave hours (10 annual leave days) may be obtained through conversion per fiscal year.

F. An employee may use sick leave for the following purposes:

1) Purposes of personal illness or injury.

2) A death in the immediate family, with a maximum often (10) days granted per occurrence unless additional time is granted by the Town Manager. (See. Section 522)

3) Serious illness of the immediate family where the employee's attendance is required.

4) Medical appointments for the employee or his/her child, spouse, parents or in-laws.

5) Pregnancy and related medical conditions.

G. Sick leave may be taken in increments of no less than 1 hour periods.

H. An employee who does not take any sick leave within any twelve month period commencing with the date of original employment will receive one (1) additional annual leave day upon request of the employee.

SECTION 519 - COURT LEAVE

Jury Duty - In recognition by the Town that it is a civic obligation of each Town employee to serve jury duty if called, all employees shall be reimbursed at their customary rate of pay for work absences due to jury duty

or appearing as a witness under legal compulsion. Payments by the Town under this provision shall be reduced to the extent of any amount received by an employee as compensation for jury duty or appearance as a witness. An individual taking court leave shall be required to submit documentation as to any pay received from the Court.

SECTION 520 - MILITARY LEAVE

A. Any employee of the Town who is a duly qualified member of the reserve components of the armed forces, of the ready reserve, or of an organized unit, and (1) who, in order to receive military training with the armed forces of the United States, not to exceed 30 days in any one calendar year, or is called to active duty leaves a position other than a temporary position, and (2) who gives evidence defining the date of departure and the date of return for purposes of active duty or military training 30 days prior to the date of departure, and (3) who shall further give evidence of the satisfactory completion of such active duty or training immediately thereafter, and (4) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to his/her previous or similar position with the same status, pay and seniority. In such circumstances, seniority, earned sick leave and earned vacation time shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the Town shall pay the employee the difference between what he/she is paid by the military during such training period, and what he/she would have earned during a normal work week with the Town. Such period of absence shall not be deducted from the employee's annual leave pay, or counted as annual leave time. Any individual taking military leave shall be required to submit documentation as to any pay received from the military.

B. Each employee shall also have such other reemployment rights as provided by (and subject to the conditions of) 38 U.S.C.. 2024.

SECTION 521 — PARENTAL, MEDICAL AND FAMILY LEAVE

A. The Town shall provide all employees, if eligible, unpaid parental, medical and family leave, not to exceed 60 work days, in accordance with 21 V.S.A. Subchapter 4A and the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq., collectively "the Family Leave Acts". Maternity leave of up to 90 work days for the birth or adoption of a child shall be available. During the leave, any combination of accrued annual leave, sick leave or compensatory time may be used at the employee's choice.

   Additional leave, up to a maximum of 90 work days, may be granted if prescribed by a physician and approved by the Department Head and Town Manager.

B. Upon return from such leave an employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of employment existing on the day the leave began.

C. An employee who is unable to return to duty at the end of the leave period provided by this section but recovers within two years of the date the leave began shall be reinstated in the first available position suitable for the worker given the position the worker held on the day the leave began.

   1. "Recovery" means that the employee can reasonably be expected to perform safely the duties of his or her prior position or an alternative suitable position.

D. For the purpose of determining the length of leave authorized in this section:

   1. Availability of leave under the Family Leave Acts shall be determined on a rolling 12 month basis, and

   2. Employees are obligated to request leave under the Family Leave Acts using forms provided

by the Town either before or as soon as reasonably possible after such leave commences. However, even without an employee request, if the Town Manager determines that an employee's absence is eligible under one or both of the Family Leave Acts, the Town may notify the employee of such eligibility and, upon such notification, leave under the Family Leave Acts shall be deemed to have begun on the first day of the employee's absence; and

3. If an employee's absence is eligible for leave under both the Family Leave Acts, leave available under the Acts shall run concurrently; and

4. Annual leave, sick leave, personal leave and compensatory time used by the employee during the period of absence under the Family Leave Acts shall first be used concurrently with leave under the Family Leave Acts until such leave is exhausted. An employee may not use leave under the Family Leave Acts consecutively with other available leaves. (Example: An employee with accumulated annual, personal and sick leave and compensatory time totaling twelve (12) weeks may use such leave concurrently with leave under the Family Leave Acts for a total period of absence of twelve (12) weeks. The Town leaves may not be used consecutively to extend the total period of absence to twenty-four (24) weeks. If accumulated annual and sick leave and compensatory time exceed twelve (12) weeks, the employee may use the full amount of accumulated time.)

SECTION 522 - BEREAVEMENT LEAVE

All employees shall be entitled to a bereavement leave with pay for absence caused by the death of a member of any employee's immediate family upon verification by the Town Manager. Paid leave shall be limited to five (5) days per occurrence for full time employees. 10 days for the death of a spouse or significant other.

Upon the death of a coworker employees shall be allowed time off with pay to attend visiting hours or funeral.

SECTION 523 - EDUCATION LEAVE

Leaves of absence without pay may, with the approval of the Department Head and Town Manager, be granted for attendance at any full time degree granting college or university, provided it is for courses related to the employee's line of employment. The employee's position will be made available upon completion or return from the particular program. Requests for educational leaves of absences will be reviewed on a case by case basis. The granting of an educational leave of absence shall not set a precedent for subsequent requests for such leave by any Town employee.

SECTION 524 - SPECIAL LEAVES OF ABSENCE

The Town Manager and the Chief of Police may authorize leaves of absence during which employee benefits are preserved but no salary is paid. The Town may fill an absent employee's position by temporary appointment. The granting of a special leave of absence shall not set a precedent for subsequent requests for such leave by any Town employee.

ARTICLE 6 - COMPENSATION

SECTION 601 - RATE OF PAY

A. Fiscal year 15/16 Employees will be placed in the step and grade that is at least four (4%) percent higher than the current pay rate. -All pay increases will be retro-active back to July 1, 2015.

Fiscal year 16/17 Employees will move to the next higher step in the step and grade chart with at least a four (4) percent increase.

Effective July 1st of each year employees shall receive/move one step on the grade chart.

B. Newly hired employees with no law enforcement or communications certifications or experience shall begin at a pay step 1. Transfer Officers who begin employment with the Town of Shelburne, having previously obtained a full time law enforcement certification from the State of Vermont Criminal Justice Training Council (or comparable state and who are able to obtain certification within the State of Vermont), shall be entered in at the Pay Step reflective of one (1) pay step for every two (2) years of service within the field of law enforcement, unless otherwise agreed upon by the Town and the Union in writing.

SECTION 602--CALL BACK PAY

If an employee is called back to work after a normal workday has terminated, or before his/her next regular workday, he/she will receive no less than three (3) hours at the rate of one and one-half times his/her regular pay rate. This policy will be applicable to all call-back situations, and will be based on a per occurrence basis. Police Officers who are called back to court shall receive no less than 4 hours at the rate of one and one-half of his/hers regular rate of pay.

SECTION 603 - SHIFT DIFFERENTIAL

Any employee who is scheduled to work during the period between 3:00 pm and 11:00 pm shall receive an extra $1.10 per hour in addition to the employee's regular hourly rate for hours worked during this period. Any employee scheduled to work during the period between 11:00 pm and 7:00 am shall receive an extra $1.35 in addition to the employee's regular hourly rate for those hours worked during this period.

SECTION 605- HOLIDAY COMPENSATION

1. Any employee required to work the holidays listed in Section 513 shall be compensated at the rate of two (2) times their customary hourly rate of pay for hours worked, in addition to 12 hours pay for the holiday or an alternate day off as Holiday Compensatory Time at the discretion of such employee. Holiday pay for the holiday or Holiday Compensatory Time is limited to 12 hours during the 24 hour period of the holiday

2. Police employees may convert the 12 hours pay referenced in Section 605 A into Holiday Compensatory Time in lieu of pay. Holiday Compensatory Time may not be accumulated in excess of 60 hours. When Holiday Compensatory Time has reached 60 hours, all additional Holiday pay for the holiday shall be paid. Accumulated Holiday Compensatory Time shall not be paid out upon termination of employment.

SECTION 606 - MILEAGE REIMBURSEMENT

Employees who use their personal vehicles for Town business will receive mileage reimbursement at the maximum nontaxable rate established by the IRS. The use of personal vehicles must be authorized by the Department Head prior to such use. Mileage reimbursement will be paid on a monthly basis.

SECTION 607 - SPECIAL DETAILS

A special detail shall be all time worked by a police officer where a payment is made to the Town from an outside source. Pay for special detail will be gross, with a 4 hour minimum pay. Such rate shall be $45.00. Pay rates and hours paid for grant funded projects will be as allowed per the terms of the specific grant.

Contractual police services provided to another municipality shall not be considered special detail.

SECTION 608 - OFFICER IN CHARGE OF PAY

Police Officers, who are in charge of a shift when no supervisory officers are assigned to that shift, shall be paid a $.75 per hour premium for those hours actually worked as the "officer in charge."
For any part of a shift when a supervisory officer is working, no Police Officer shall act as an "officer in charge." The officer in charge shall be designated by the Chief or his designee.

If Dispatch Supervisor is unavailable for a period longer than (3) three days a Dispatcher will be designated OIC by the Supervisors. The designated OIC shall be paid a $.75 per hour premium for those hours actually worked as the OIC.

SECTION 609 - OVERTIME

Overtime work is authorized work performed in excess of forty (40) hours in a single work week, unless a work period longer than seven (7) days has been established pursuant to. 401(c) Compensation will be by monetary reimbursement at the rate of 1.5 times the employee's appropriate hourly rate, for those employees paid on an hourly basis. For the purpose of computing overtime, all time paid shall be considered time worked with the exception of comp time. Compensatory time taken by an employee during a work period does not count as part of the hours worked for the purposes of earning overtime during that pay period.

Concerning issues of overtime compensation, Department Heads shall be responsible for ensuring compliance with the following procedures:

With the exception of unforeseen circumstances, all employees shall notify department heads or, if none, the Town Manager, in advance of the need to perform overtime work. No overtime work shall be reimbursed without prior approval of the Department Head or Town Manager.

Each employee shall, within the pay period in which overtime work is performed, notify his/her Department Head of the amount of overtime work performed.

There will be an equal distribution of overtime work among all members of a department through a rotation between employees.

SECTION 610–COMPENSATORY

Compensatory time is time off in lieu of overtime pay. The compensatory time policy is as follows:

For all bargaining unit employees, time worked in excess of 40 hours per week for which compensatory time is provided shall be at the rate of 1.5 hours for each hour worked in excess of the maximum hours for the employee's work period, as set forth in Appendix B.

The following restrictions apply to use of compensatory time:

1. Compensatory time may not be accumulated in excess of 60 hours. When compensatory time has reached 60 hours, additional overtime will be paid.

2. All compensatory time taken must be scheduled by an employee and approved by the employee's supervisor.

Employees will be compensated for any compensatory time upon termination of employment with the Town, at any time as determined by the Town, or upon request by the employee.

SECTION 611–PERSONAL PROPERTY

A. The Town shall reimburse an employee for personal property damaged, provided that the damage was in no way caused by the negligence of the employee; and adequate proof is made that the damage was incurred in performance of job related functions.

B. The amount of reimbursement due from the Town shall be reduced by any reimbursement the employee receives from other sources.

SECTION 612–PROFESSIONAL DUTY PAY

Police Officers and Dispatchers that serve as Field Training Officers or Communications Training Officers will receive $100.00 for each new employee they train.

ARTICLE 7 - PERSONNEL ACTIONS

SECTION 701 – VACANCIES

When there is an opening or vacancy in any bargaining unit position, the Town shall post a notice on bulletin boards at each work site for seven (7) calendar days. Employees interested may apply for the position by providing written notice to the Town Manager within ten (10) days of the posting. At the expiration of the posting period, the Town may, at its discretion, publicly advertise the vacancy before acting to fill the vacancy.

Upon reviewing all applications received, and conducting interviews as appropriate, the Town Manager, together with the relevant department head, shall select for employment the applicant whose qualifications, experience and references indicate that he/she is the individual possessing the most integrity and is the person best qualified to fill the vacancy.

SECTION 702. – LAYOFF

Any Town employee may be laid off whenever it is necessary to reduce the number of employees in any department because of change in the function or organization of a department, financial restrictions, changes in work demands, elimination of job categories, or related reasons. Employees so affected shall be notified ten (10) working days in advance of the action to be taken. To the extent possible, layoffs within a department shall be made in inverse order of seniority, provided a more senior employee is qualified to perform the duties of the position of a less senior employee in the department.

Decisions regarding recall of employees who have been laid off shall be made taking into consideration the same factors used to make layoff.

SECTION 703 – OPEN SECTION

SECTION 704 - DISCIPLINARY ACTIONS

Town employees may be subjected to disciplinary action for any reason constituting just cause. Just cause shall include, but not be limited to any of the following:

A. Repeated tardiness, unexcused absence, or job abandonment.

B. Use of controlled substances during working hours while operating Town vehicles and equipment or in a manner which affects job performance.

C. Failure to respond to direction or supervision by the employee's Department head or supervisor, or inability to relate to, work with and perform job tasks with fellow employees, supervisor or Department head.

D. Breach of the provisions and standards set forth in Standards of Conduct and Ethics Sections, Town employment policies, departmental policies, and any other requirements set forth in this Personnel Manual.

E. Lack of productivity, failure to discharge job obligations, inefficiency, or incompetence.

F. Action during working hours which constitutes a threat to the safety of the public or fellow employees or to Town property.

G. False representations on job applications; improper use of Town property, facilities, or funds; conviction of a criminal offense; or engaging in prohibited political activity.

H. Any other conduct which impairs the efficiency and effectiveness of Town Government or which could cause public mistrust of an employee's professionalism

SECTION 705 — DISCIPLINARY ALTERNATIVES

In response to conduct which is grounds for disciplinary action, the Town Manager, upon consulting the Department head, may take any of the actions described herein. In determining whether disciplinary action is necessary and, if so, what disciplinary action is appropriate, the Town Manager and Department head shall consider the nature and severity of the objectionable conduct, the employee's prior performance/disciplinary record, the effect of the employee's activity on municipal operations, employee morale and the efficient operation of Town government, the effect of the employee's activity upon public confidence in Town government, and the past and potential contribution by the employee to the Town service. The following disciplinary alternatives shall be available:

A. Verbal warning – A verbal warning from the employee's supervisor and/or Department head notifying the employee of conduct considered inappropriate and actions and procedures necessary to improve the conduct. The date and time of the verbal warning shall be documented by the supervisor. The employee shall be notified that a verbal warning has been given by the supervisor.

B. Reprimand – a written statement, signed by the relevant supervisor and Department head, notifying an employee of conduct considered objectionable, actions necessary to improve the situation, and specifying that recurrence of the same or similar activity will result in more severe disciplinary action. The reprimand shall be filed with the employee's personnel records.

C. Suspension Without Pay – The temporary removal of an employee from the performance of job functions for a period ranging from one work day up to but not exceeding thirty (30) work days in any twelve-month period of employment. A suspended employee shall remain on the active roster of regular Town employees for the purposes of the accrual of benefits; however, he/she shall not receive any salary during the period of suspension. Department heads shall have the authority to order suspensions of no more than five (5) days without consulting the Town Manager.

D. Demotion – The reduction of an employee's rate of pay. Demotion shall be limited to a maximum of ten (10%) percent of an employee's salary within any consecutive twelve (12) month period of employment.

E. Dismissal – The permanent termination of an employee's working relationship with the Town, subject only to the payment of any accrued earnings or benefits.

SECTION 706 – SAFETY AND HEALTH POLICY

The health and safety of each employee is important to the Town of Shelburne and the union. The Town Manager will appoint a safety committee which will: 1) develop a health and safety plan for Town employees; 2) Review and update the plan on an annual basis; and 3) Provide advice and guidance to the Town Manager on employees' safety and health matters. At least 2 members of the bargaining unit shall serve on this committee.

SECTION 708 – PERSONNEL RECORDS

A. Maintenance. The personnel records for each Town employee shall be kept in the office of the Town Manager. These records are confidential in nature and should be accessible only to the Town

Manager, or designee, and the employee. Requests for specific information regarding employees shall be made to the Town Manager.

B. Release of Information. Personnel records of Town employees are considered confidential. Requests for information concerning an employee's or former employee's job history, job performance, and circumstances of job termination, and for access to personnel records other than by Town officers, employees and agents who need such access for bona fide Town purposes shall be denied, except as follows:

1. a current employee may inspect his/her own personnel file during regular business hours; and

2. a current employee or former employee's dates of employment and job title(s) will be provided upon request to the appropriate Town personnel; and

3. upon receipt of a written waiver and consent to a full release of information executed by the employee or former employee, requests for further specific information will be answered by the Town.

C. Any performance-related entries to and employee's file shall be copied to such employee at the time of placement in the file.

D. Any material placed in a personnel file may be retained in the file permanently. However, records of disciplinary actions listed below may not considered in subsequent disciplinary proceedings after passage of the following time periods:

Written reprimand:	2 years
Suspension, up to 7 days:	3 years
Suspension, up to 14 days:	4 years

SECTION 709 – SENIORITY

For the purpose of application of seniority within this Agreement, seniority shall mean all time in service with the Town of Shelburne as a full time employee as defined in Section 512 of this agreement. Seniority shall be further defined as applying to full time service within classification (sworn or civilian for police) and shall apply to shift bidding conflicts and resolution of time off conflicts. For a list of employees in order of their seniority as of February 21, 2016, see appendix C.

ARTICLE 8 – GRIEVANCE PROCEDURE

801 GRIEVANCE DEFINITION

For the purpose of this Agreement, a grievance is defined as a claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the express written terms of this Agreement.

802 PROCEDURE

Any grievance, which may arise between the Local 413 of the NEPBA or any covered employee and the Town, shall be settled at the lowest possible level in the simplest and most direct manner. The grievant complaint shall set forth all the facts necessary to understand the issues involved (who, what, when, Agreement provision allegedly violated and remedy requested) and it shall be free from charges or language not germane to the real issue or conducive to calm deliberation. The procedures (unless changed or any step thereof is waived as evidenced by a written agreement or memorandum signed by both parties) shall be as follows:

Step 1. Any employee or group of employees having a grievance and desiring to present same, shall first present the grievance in writing either in person or with his or their steward, to his or their immediate supervisor within ten (10) business days after the event giving rise to the grievance. This supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter. If they are unable to arrive at a satisfactory decision as a result of such discussion and it is desired to proceed further, then the grievance may be appealed to Chief of Police.

Step 2. If the grievance is not resolved at Step 1, the grievant may pursue the grievance by filing a written request for a meeting with the Chief of Police, said request to be filed within seven (7) business days of the meeting with the supervisor. The Chief of Police will then schedule a meeting to discuss the matter with the grievant and/or with his/her representative within seven (7) business days of the request for a meeting.

Step 3. If a settlement of the grievance is not reached within ten (10) business days after such meeting with the Chief of Police, the grievance will be presented to the Town Manager by the Union within ten (10) business days of the communication of the Chief of Police determination. The Town Manager shall meet with the Union within Twenty-five business days (25) to discuss the matter with the grievant and/or with his/her representative.

If a settlement of the grievance is not reach within ten (10) business days after such meeting with the Town Manager then the Union and only the union may submit the grievance to arbitration

803 ARBITRATION

A. If a settlement of the grievance is not reached in one of the steps on the grievance procedure, then at the written demand of the Union to the Town Manager, made within 30 business days of the date of the Town Managers Decision, it may be submitted by the Union for final and binding arbitration under the substantive rules of the Vermont Arbitration Act and procedure of the Labor Arbitration Rules of the American Arbitration Association.. If arbitration is not so requested within the specified time limits, the grievance shall be deemed abandoned, and the right to arbitration shall be deemed waived.

B. Within five (5) business days of the Town Manager's receipt of a proper and timely demand by the Union for arbitration, the Union and the Town shall make a good faith effort to select an arbitrator.

C. If the parties cannot agree upon an arbitrator, the Union may submit the grievance to the American Arbitration Association ("AAA") selection process. This submission shall be made no later than ten (10) business days after receipt of the demand for arbitration.

D. The arbitrator so chosen shall hold a hearing and decide the issue presented. The decision of the arbitrator shall be in writing, shall be signed by the arbitrator and a copy of the decision shall be delivered promptly to each of the parties.

804 FORMS AND DEADLINES

When a grievance is reduced to writing it shall be done so on the forms provided and/or shall contain each of the following:

A. A statement of the grievance and all the facts and chronology upon which it is based.

B. The remedy or correction, which is desired to be made.

C. The section or sections of this Agreement relied upon or claimed to have been violated.

Failure by the grievant or the Union to adhere to the time deadlines within this grievance procedure shall terminate the grievance as null and void. Failure of the Board or its representatives to render a decision within the specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step.

805 ARBITRATOR'S AUTHORITY

The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provision. The decision of the arbitrator shall be final and binding upon the parties subject to the provisions of 12 V.S.A. Chapter 192. Neither the Town nor the Union shall be permitted to assert any grounds before the arbitrator, which were not previously asserted at the prior steps of the grievance procedure.

806 ARBITRATION COST

The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full cost of the transcript. Should both parties order a transcript, and then the cost of the two (2) transcripts will be divided equally.

807 ACKNOWLEDGEMENT OF ARBITRATION

The Town and the Union understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the parties understand that they 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 parties agree to submit any such dispute to an impartial arbitrator.

ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

SECTION 901 – LABOR MANAGEMENT COMMITTEE

A Police Labor-Management Committee consisting of not more than two (2) members selected by the union from among the bargaining unit and not more than two (2) members selected by the town shall meet periodically to discuss a mutually agreed agenda which may include methods of improving labor relations, productivity, safety, and health problems of a continuing nature, or other problems which have an impact on conditions of employment; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject. The committee may meet quarterly for the purpose of discussing departmental rules and other professional matters of mutual concern.

IN WITNESS THEREOF, this Agreement, which shall take effect as a sealed instrument, has been executed in triplicate originals at Shelburne, Vermont, on this 23rd th day of February, 2016, by the parties hereto.

For the Town of Shelburne

Joe Colangelo, Town Manager

SELECTBOARD:

Gary von Stange, Chairman

Tim Pudvar, Vice Chairman

Colleen Parker

John Kerr

Toni Supple

For New England PBA

Sean R. McArdle, Vermont State Director

LOCAL 413:

President, Local 413

Vice President, Local 413

Secretary / Treasurer, Local 413

Bargaining Committee TREASURER LOCAL 413

Bargaining Committee

APPENDIX A
Wage Schedule

	Academy	Training	1		2		3		4		5		6	
Dispatch		$18.00	$18.90	$19.56	$19.66	$20.34	$20.44	$21.16	$21.26	$22.00	$22.11	$22.88	$22.99	$23.80
Dispatch Sup			$20.79	$21.52	$21.62	$22.38	$22.49	$23.27	$23.39	$24.20	$24.32	$25.17	$25.29	$26.18
Patrol	$18.14	$19.05	$20.00	$20.70	$20.80	$21.53	$21.63	$22.39	$22.50	$23.28	$23.40	$24.22	$24.33	$25.18
Corporal			$22.00	$22.77	$22.88	$23.68	$23.80	$24.63	$24.75	$25.61	$25.74	$26.64	$26.77	$27.70

	7		8		9		10		11		12	
Dispatch	$23.91	$24.75	$24.87	$25.74	$25.87	$26.77	$26.90	$27.84	$27.98	$28.96	$29.10	$30.11
Dispatch Sup	$26.31	$27.23	$27.36	$28.32	$28.45	$29.45	$29.59	$30.63	$30.77	$31.85	$32.01	$33.13
Patrol	$25.31	$26.19	$26.32	$27.24	$27.37	$28.33	$28.47	$29.46	$29.60	$30.64	$30.79	$31.87
Corporal	$27.84	$28.81	$28.95	$29.96	$30.11	$31.16	$31.31	$32.41	$32.57	$33.71	$33.87	$35.05

	13		14		15		16		17		18	
Dispatch	$30.26	$31.32	$31.47	$32.57	$32.73	$33.87	$34.04	$35.23	$35.40	$36.64	$36.82	$38.10
Dispatch Sup	$33.29	$34.45	$34.62	$35.83	$36.00	$37.26	$37.44	$38.75	$38.94	$40.30	$40.50	$41.91
Patrol	$32.02	$33.14	$33.30	$34.47	$34.63	$35.85	$36.02	$37.28	$37.46	$38.77	$38.96	$40.32
Corporal	$35.22	$36.46	$36.63	$37.91	$38.10	$39.43	$39.62	$41.01	$41.21	$42.65	$42.85	$44.35

	19		20	
Dispatch	$38.29	$39.63	$39.82	$41.21
Dispatch Sup	$42.12	$43.59	$43.80	$45.33
Patrol	$40.52	$41.93	$42.14	$43.61
Corporal	$44.57	$46.13	$46.35	$47.97

APPENDIX B
Example Work Periods for Police Officers

Pursuant t9207 (k) and 29 CFR, Part 553 of the Fair Labor Standards Act
Maximum Hours Worked (Rounded) Before Overtime:

Consecutive-Day Work Period	Hours of Law Enforcement
28	160
27	154
26	149
25	143
24	137
23	131
22	126
21	120
20	114
19	109
18	103
17	97
16	91
15	86
14	80
13	74
12	69
11	63
10	57
9	51
8	46
7	40

APPENDIX C

LIST OF EMPLOYEES IN ORDER OF SENIORITY

As of the date of execution of the 2015-2017
Contract

Police Department

1. **Aaron Noble**
2. **Dan Eickenberg**
3. **Jon Marcoux**
4. **Bruce Beuerlein**
5. **Josh Flore**
6. **Mike Thomas**
7. **Cole Charbonneau**
8. **Jim McKnight**
9. **Brian Fox**
10. **Mark Schwartz**

Dispatch

1. **James Mack**
2. **Tricia Vincent**
3. **Ian Kilburn**
4. **Angela Chagnon**
5. **Laurie Fox**
6. **Jacob Kilpeck**
7. **Tim Delabruere**
8. **Casey Lambert**