

AGREEMENT

between the

Town of Milton

and the

Milton Police Benevolent Association

Effective Date:

July 1, 2014

Table of Contents

PREAMBLE.....	4
ARTICLE ONE.....	4
Recognition	4
ARTICLE TWO	5
Non-Discrimination	5
ARTICLE THREE	6
Town Functions	6
ARTICLE FOUR	7
No Strike No Lock Out.....	7
ARTICLE FIVE	7
Seniority	7
ARTICLE SIX.....	8
Probation and Probationary Periods	8
ARTICLE SEVEN	9
Filling of Vacancies.....	9
ARTICLE EIGHT	9
Layoff and Recall	9
ARTICLE NINE.....	10
Rates of Pay.....	10
ARTICLE TEN	11
Hours of Work.....	11
ARTICLE ELEVEN.....	13
Holidays.....	13
ARTICLE TWELVE.....	15
Vacations	15
ARTICLE THIRTEEN.....	17
Sick Leave	17
ARTICLE FOURTEEN	18
Light Duty	18
ARTICLE FIFTEEN	19
Bereavement Leave	19
ARTICLE SIXTEEN.....	20
Parental and Family Leave, Family and Medical Leave.....	20
ARTICLE SEVENTEEN	20
Leave Without Pay	20
ARTICLE EIGHTEEN	21
Military Leave	21

ARTICLE NINETEEN	22
Member Benefits	22
ARTICLE TWENTY	24
Workers' Compensation.....	24
ARTICLE TWENTY-ONE.....	24
Discipline.....	24
ARTICLE TWENTY-TWO.....	25
Grievance Procedure	25
ARTICLE TWENTY-THREE	28
Uniforms and Equipment.....	28
ARTICLE TWENTY-FOUR	29
Union Representatives.....	29
ARTICLE TWENTY-FIVE	30
Minimum Manpower, Physical Fitness Incentive, & Educational Incentives	30
ARTICLE TWENTY-SIX.....	31
Labor – Management Committee	31
ARTICLE TWENTY-SEVEN	32
Final Resolution and Duration of Agreement.....	32
ARTICLE TWENTY-EIGHT	32
Termination and Legality	32
TOWN'S SIGNATURE PAGE	33
UNION'S SIGNATURE PAGE.....	34

Appendix A..... FY 2014 Wage Schedule

This agreement is made and entered into this ___ day of _____ 2014, between the Town of Milton, Vermont, hereinafter referred to as the Town, and the Milton Police Benevolent Association, hereinafter referred as the Union.

PREAMBLE

Whereas, the Town has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with employees of the Milton Police Department insofar as such practices and procedures are appropriate to functions and obligations of the Town to retain the right to operate the Town government effectively in a responsible and efficient manner; and

Whereas, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment for Milton Police Department employees covered by this Agreement; to increase the efficiency and productivity of Town government; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Town;

Now, therefore, both parties mutually agree, in consideration of the mutual covenants and agreements herein contained, that their objective is for the good and welfare of the Town and the Union Members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Town and Union regard all Milton Police Department personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow Members.

ARTICLE ONE **Recognition**

1.0

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all full-time, non-probationary sworn officers below the rank of Lieutenant in the Milton Police Department ("Bargaining Unit"). "Member" as used in this Agreement shall refer only to these full-time, non-probationary police officers, whether or not such employees are actual members of the Union. The term "Department" shall be understood to mean Milton Police Department management personnel at or above the rank of Lieutenant. The term "Town" shall include the Department unless otherwise specified.

ARTICLE TWO
Non-Discrimination

2.0

Neither the Town nor the Union shall discriminate against any Member covered by this Agreement in a manner that would violate any applicable laws because of color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, physical or mental condition, creed, or political affiliation. All references to “Members” in this agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female Members.

2.1

Neither the Town nor the Union shall interfere with the choice of Members covered by this Agreement whether to attain and maintain membership in the Union, and there shall be no discrimination against any such Members based on Union membership or non-membership or lawful Union activities including but not limited to filing grievances or complaints of unfair labor practices with the Vermont Labor Relations Board or the United States Department of Labor.

Notwithstanding the above, all Members covered by this Agreement who decline to acquire and maintain membership in the Union shall be required as a condition of employment, beginning on the 30th day following the conclusion of the probationary period of the Member’s employment, to pay to the Union a service charge in an amount not to exceed the Union's regular dues as a contribution toward the negotiation and administration of this Agreement and the Union’s representation of such Members. The Union agrees to defend and indemnify the Town and any department thereof and hold same harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article.

2.2

The Union recognizes its responsibilities as bargaining agent and agrees fairly to represent all Members in the Bargaining Unit.

2.3

Nothing herein shall be construed to interfere with the Union's right to establish and maintain by-laws.

ARTICLE THREE
Town Functions

3.0

It is understood and agreed that the Town possesses the sole right and authority to operate and direct all Members except as otherwise specifically set forth in this Agreement.

The Town's rights include, but are not limited to, the right:

- a) To plan, direct, and control Department activities, to determine Department policies and to establish standards of service offered to the public;
- b) To schedule and assign work to Members; to determine the means, methods, processes, materials and equipment utilized by the Department, and to introduce new or improved methods, equipment or facilities;
- c) To determine classifications, qualifications and staffing jobs, and to transfer Members within the Department;
- d) To create, revise and eliminate jobs, or to layoff Members due to lack of work or funds;
- e) To hire and terminate Members;
- f) To maintain order, and to suspend, demote, discipline and discharge Members for just cause;
- g) To make, publish and require observance of reasonable rules and regulations; however, the Town shall not exercise any control over a Member's off-duty time, except when the use of said time bears a direct relationship upon the Member's fitness for law enforcement duties.
- h) To promulgate ordinances or other regulations incidental to the management of the Town affecting the public health, safety and welfare.

ARTICLE FOUR
No Strike No Lock Out

4.0

The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any Member, for any reason, will authorize, institute, aid, condone or engage in a work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Department. During the term of this Agreement, the Town shall not authorize, institute, aid, or promote any lockout of Members covered by this Agreement.

4.1

The Union agrees to notify all Members of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption that may be caused or initiated by others, and to encourage Members violating this article to return to work.

4.2

Violation of this article shall be just cause for discipline or discharge reviewable through the Grievance Procedure.

ARTICLE FIVE
Seniority

5.0

Seniority within the Department shall be defined as a Member's length of continuous full-time service since the Member's last date of hire, less any adjustments due to layoffs, certain types of approved leave of absence without pay (unless otherwise agreed by the Town) or other breaks in services for any of the reasons for termination of seniority as specified in Section 5.2 herein.

5.1

The Department shall maintain a Department seniority list, updated annually. Such list shall be posted on the Departmental bulletin board and a copy sent to the Union. Any Member aggrieved by his or her placement on the seniority list may appeal in writing in accordance with the Grievance Procedure.

5.2

Seniority for all purposes shall be terminated for any of the following reasons:

- a) Voluntary quit
- b) Discharge
- c) Failure to report for work within five (5) working days after notice of recall is given; however if the Town is advised by the recalled Member, either in person or in writing, within said period that the Member will report or work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable

exceptions to these limits may be agreed to in cases of proven sickness or injury to Member or death in his or her immediate family;

- d) Absence for three (3) consecutive working days without reporting to the Town unless impossible to do so;
- e) Failure to report for work at the end of a leave of absence or extension thereof;
- f) Failure to be recalled from layoff or return to work due to any non occupational connected illness or accident for a period of twelve (12) months.
- g) Retirement.

5.3

The Department shall maintain a Bargaining Unit seniority list and provide a copy to the Union annually. Any Member promoted to a supervisory position shall not lose his or her seniority with the Department, but shall not accumulate Bargaining Unit seniority for the time worked outside of the Bargaining Unit, except that the foregoing shall not apply until such a Member has been in the new position for one (1) year. A Member returning to the bargaining unit under this Article shall return to his or her last held position warranted by his or her seniority.

ARTICLE SIX **Probation and Probationary Periods**

6.0

In accordance with the Town Personnel Rules and Regulations and 24 V.S.A. Section 1933, all new Members must successfully complete a one-year probationary period before attaining permanent Department employee/Member status. Any permanent Member who is promoted must successfully complete a probationary period of up to twelve (12) months in the new or related position classification before being permanently appointed to the new or related position classification. All Members employed in probationary status shall receive an evaluation at or near the midpoint of their probationary period.

6.1

During any non-promotional probationary period, the probationary Member may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Town, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of the Grievance Procedure.

6.2

During any promotional probationary period of up to twelve (12) months the Member may be demoted to the former position at any time at the sole discretion of the Town and the demotion is not subject to the Grievance Procedure.

ARTICLE SEVEN
Filling of Vacancies

7.0

For the purposes of this Article, a permanent vacancy is created when the Town determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions or demotions take place in the bargaining unit.

7.1

Notice of permanent bargaining unit vacancies shall be posted on all appropriate bulletin boards for a period of thirty (30) days. Such notice shall state the position, classification, rate of pay and qualifications for the job.

ARTICLE EIGHT
Layoff and Recall

8.0

Layoff and recall provisions will be the same as those provided under “Layoff,” Article IX, Section 4, as amended, of the Town Administrative Code Personnel Rules and Regulations.

8.1

For the purposes of layoffs, departmental seniority shall be controlling. Recalls shall be made in order of seniority, starting with the last Member laid off and ending when all Members have been recalled.

8.2

In the event that the Town decides to abolish or disband the entire Milton Police Department, each Member shall receive written notification from the Town as to the effective date of abolishment or disbanding. This written notification shall be received by each Member at least 60 (sixty) days prior to the effective date of the abolishment or disbanding. If the effective date of abolishment or disbanding occurs prior to the end of the 60 (sixty) day notification period, all Members shall continue to be paid their current full wages, and also receive all benefits under this Agreement, until the end of the 60 (sixty) day notification period.

ARTICLE NINE
Rates of Pay

9.0

As of the effective date of this Agreement, there shall exist within the Bargaining Unit three positions (Police Officer, Corporal and Sergeant). Advancement to Corporal or Sergeant shall be by promotion pursuant to Section Article 7 (Filling of Vacancies).

9.1

For each fiscal year, Members shall receive a base pay adjustment which shall be the mean average of the CPI-U Index Rate as of October for the prior two years. Members shall also receive a step increase of 2%. Members shall advance one step on July 1st of each year through Step 20. Members who are on Step 20 shall receive a lump sum payment on July 1 of each year equal to 2% of the Step 20 wage amounts for that year, in lieu of further step movement. CPI-U is defined herein as the "All Urban Consumers US City Average for the twelve month period ending in October of the prior year."

9.2

Effective July 1, 2012, all Members shall receive \$ 1.25 per hour shift differential for hours worked between 1700 and 0800 hours.

Effective July 1, 2013, all Members shall receive \$ 1.50 per hour shift differential for hours worked between 1700 and 0800 hours.

9.3 Intentionally Left Blank

9.4

Effective July 1, 2012, Detectives will receive a \$ 0.60 per hour pay increase for the duration of his/her duty in that position.

9.5

As approved by the Chief of Police, Members shall receive an additional \$ 1.50 per hour when they are acting as Instructors.

ARTICLE TEN
Hours of Work

10.0

It is recognized that Members' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The Town retains the right to schedule straight time, overtime hours, numbers of shifts and shift assignments, and to make unscheduled shift assignments, subject only to the limitations as set forth herein.

If the Town determines that an unscheduled assignment change is appropriate, attempts shall be made to solicit a volunteer or volunteers to make such change prior to mandating that a Member or Members report for an unscheduled work assignment. A supervisor shall not change the work schedule (duty roster) in order to avoid overtime.

10.1 Definitions

Work Period: The normal work period shall consist of fourteen (14) consecutive days beginning at 12:00a.m. Sunday, and ending at 11:59p.m. the second following Saturday.

Work Shift: The normal duration for a shift for all Members shall be eight (8) hours, unless the Town and the Union agree to a 9, 10 or 12 hour work shift. Nothing in this agreement is intended to resolve whether the Town can unilaterally change Members' work shifts. The normal work shift of the School Resource Officer, should the position exist, shall be eight and on-half (8.5) hours unless the Town and Members agree other wise.

10.2

Members may be required to work overtime. The overtime rate shall be one and one-half (1.5) hours pay for each hour worked in excess of below stated hours in each fourteen (14) day work period: School Resource Officers, Detectives and Sergeants shall be paid overtime or compensatory time for hours in excess of eighty (80) hours; Patrol Division shall be paid overtime or compensatory time for hours in excess of eighty-one (81) hours. As of the effective date of this Agreement, Patrol Division Members are scheduled to work eighty-four (84) hours per work period, of which three (3) hours are paid at overtime rates. Members shall have preference for any scheduled or unscheduled overtime. Where no Member volunteers to work a shift for which the Member is not regularly scheduled, the Normal Overtime Order In Roster shall be used to select the Member or non-Member who will work such a shift.

10.3

A Member may elect to receive compensatory time for overtime work on a one and one-half time basis for all hours that would otherwise be compensable as overtime under section 10.2 in each fourteen (14) day work period. The maximum allowable accrual shall be One Hundred twenty (120) hours, which may be carried over into a new calendar and/or budget year. Effective July 1, 2012, the Town has the option of buying out no more than 55% of a Member's total accumulated compensatory time once each fiscal year. The buyout shall only occur during the month of June. If a Member has compensatory leave time approved at the time of a buyout, the approved leave shall not be included in calculating the buyout.

A Member who has accrued compensatory time and requests use of the time will be permitted to use the compensatory time off within a reasonable period after making the request. However, the use of compensatory time may be denied at the Department's discretion if it would be unduly burdensome to the operations of the Department.

10.4

Members shall be given the option to work overtime based upon their seniority and on a rotating basis. For the purposes of this section, scheduled overtime is defined as any personnel shortages, vacant shift coverage, special events, or any extra duty assignments. Notwithstanding the above, prior to contacting Bargaining Unit Members from the seniority list, when a shift vacancy occurs on shift within three (3) hours of the next shift overtime may be offered as follows: (1) Bargaining Unit Members on the incoming shift are first offered the scheduled overtime opportunity, (2) part-time officers scheduled to work on the incoming shift may then be offered overtime.

10.5

Permission to swap shifts (or any part of a shift) shall be at the discretion of the Chief of Police or his designee.

10.6

Approved training sessions conducted outside regularly scheduled Work hours will be paid in the form of compensatory time or overtime at one and one-half times the Member's regular rate of pay at the discretion of the Member. Compensation for overtime paid for training or travel time shall be calculated as aforementioned.

10.7

Any Member called out or called back to work outside his or her regularly scheduled shift hours shall be paid a minimum of four (4) hours pay for each time called. In the event a Member is ordered to work in this less than four hour assignment, the Member shall receive overtime compensation for a standard four hour call out. Payment for such call-out / call-back time shall be at one and one-half times the Member's regular rate of pay. Call-out / call-back time shall begin upon notification of the Member and shall end when the Member is released from the call-out / call-back duty, or if called in early for shift, until the start of the Member's normally scheduled duty shift. Example: A Member is called in to work at 0600 hours, and would normally report for work at 0800 hours. In this example, the Member would be entitled to overtime pay for the hours worked from 0600 to 0800 hours. The Member would receive his regular straight time pay for his or her regular shift.

10.8

A call-out for a scheduled court appearance may be canceled by the Department at any time prior to 5:00 P.M. on the day previous to the scheduled court appearance. A court appearance not canceled prior to 5:00 P.M. on the day previous to the scheduled court appearance shall be compensable as set forth herein.

A call-out for a court appearance shall be paid at one and one-half (1.5) times the Member's regular rate of pay for the full call-out period, and shall constitute one (1) call-out for all court appearances scheduled to occur during the four (4) hour period commencing as of the start of the scheduled call-out.

10.9

Except for exigent circumstances or if the Department has dropped below minimum manpower requirements, a Member on call-out who completes his or her duty shall not be required to remain on duty for the balance of the four (4) hour call-out period. For call-outs prior to the Member's regularly scheduled duty shift, the Chief of Police or the senior ranking officer may require the Member to remain on duty until his or her duty shift starts.

10.10

All authorized sick time, vacation leave, injury leave and personal time will be counted as time actually worked for the purpose of computing overtime.

10.11

The work schedule (duty roster) for the following month shall be posted no later than the first (1st) day of the preceding month. For example: The duty roster for the month of August 2012 shall be posted not later than July 1, 2012.

10.12

Once the work schedule or duty roster is posted, changes shall not be made so as to avoid overtime.

10.13

A bi-weekly pay period shall apply to Members, meaning that Members will be paid once every two weeks.

ARTICLE ELEVEN **Holidays**

11.0

The following days shall be recognized as holidays:

1. New Year's Day - January 1
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day - July 4
6. Labor Day
7. Columbus Day
8. Veterans Day - November 11
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day - December 25

In addition, all Members shall be allowed one (1) Personal day per fiscal year for religious, social or personal need. Each Member will be responsible for providing the Chief of Police or senior ranking officer with as much possible notice as possible prior to requesting a personal day. The number of hours of the personal leave day will be equal to the number of hours in the Member's shift duration.

11.1

Holidays shall be counted as a twenty-four (24) hour period beginning at the start of the shift.

11.2

When a holiday falls during a regular scheduled day off, the Member shall be compensated by an additional 8 hours of straight time pay or compensatory time, or by an additional day off during that pay period (at the Member's choice). If the Member opts for the latter, the Member shall be given his or her choice of the day off within that pay period.

11.3

Members, who opt to work on a holiday, shall be paid at one and one-half (1.5) times the regular rate of pay for these holidays, in addition to the amount they are entitled as holiday pay.

11.4

- a) All Members will be scheduled off for each holiday. The schedule for holidays will be filled using the Bargaining Unit seniority roster.
- b) In the event that no Member chooses to work the holiday, the Town will fill the schedule using a rotating reverse Bargaining Unit seniority roster. This "order in" roster shall include probationary officers.
- c) Members who are ordered into work shall not lose their current position on the Bargaining Unit seniority roster.
- d) A sergeant scheduled to work on a holiday shall lose his/her current position on the Bargaining Unit seniority roster and his/her name shall be placed at the bottom of the Bargaining Unit seniority roster.
- e) Requests for compensatory time in lieu of holiday time shall be at the discretion of the Chief of Police or his designee.

ARTICLE TWELVE
Vacations

12.0

Vacation leave shall be earned and credited as follows:

a) For those Members employed by the Town as of July 1, 1996, vacation time of 176 hours per year is credited on July 1st in advance of the year in which the vacation is earned. Members in this classification of vacation time earnings will be permitted to carry up to forty (40) hours of time into the new fiscal year.

b) For those Members appointed as an officer after July 1, 1996, all vacation time is earned and credited on a monthly basis as it accrues by the Member. The year of probation shall be considered the first year of service for this schedule. All accrual will be continuous and uninterrupted from the date of original appointment as a Member, except as otherwise herein specified, as follows:

<u>Years of Service</u>	<u>Days of Vacation per Year</u>
Date of hire through five (5) years inclusive (5 X 365 calendar days = 1 to 1,825 calendar days).....	96 hours
Day one (1) of year six (6) through ten (10) years inclusive (10 x 365 calendar days = 1,826 to 3,650 calendar days).....	136 hours
Day one (1) of year eleven (11) and forward (3,651 calendar days and forward)	176 hours

Members in this classification of vacation time earnings will be permitted to carry up to one hundred sixty (160) hours of time into the new fiscal year.

12.1

All Members shall take at least one block of five (5) vacation days per fiscal year. This is to insure adequate time away from duty for rest and relaxation. This block of vacation time shall include five (5) vacation days within a seven (7) day period.

Vacation time shall be submitted for approval to the Chief of Police or the Senior Ranking Officer, in the Chief's absence. Requests for blocks of vacation of five days or more submitted for approval by October 15th of each year will be approved unless multiple requests result in less than minimum manning in which case seniority will be a determining factor. Any five (5) day or greater leave period requested after October 15th may be approved on a case by case basis depending on the needs of the Department.

Requests for vacation hours less than forty (40) consecutive hours off from duty shall be granted if submitted for approval at least seven (7) days before the vacation is to occur. Approval of vacation requests submitted less than seven (7) days prior to the date requested shall be at the discretion of the Chief of Police or his designee.

In the event that more than two Members request the same vacation time off, providing that all applicable guidelines have been followed, the first two officers shall be granted the vacation and the remaining time will be at the discretion of the Chief of Police or his designee.

Notwithstanding the foregoing, vacation requests by more than one person on the same duty shift shall be at the discretion of the Chief of Police or his designee.

Example # 1: When an Officer requests any amount of vacation time off on a shift where one other officer is working besides himself. The Town shall first exhaust the Union seniority roster for overtime purposes, in an attempt to fill the vacant hour(s).

In the event some of the requested vacation hours are left unmanned, the Town shall solicit the services of a probationary full time officer, then any part time officer, before denying the Member's requested vacation time. Any denial of a vacation request shall be subject to the grievance procedure contained herein. In all cases, the Supervisor who denied the vacation day(s) shall give the Member the reason(s) for the denial in writing within three (3) days. If the Supervisor who denied the vacation day(s) fails to meet this requirement, within three (3) days, the grieved Member shall be awarded the remedy listed in the next sentence. In the event that vacation time is denied, the remedy shall be one additional vacation day for the grieved Member, for each day denied.

12.2

A Member whose employment is terminated, or who resigns or retires is entitled to payment for unused accrued vacation leave.

12.3

In the event of death of a Member, the Town shall pay to the surviving spouse, parent(s), and children or if none, the deceased's estate, One Hundred percent (100%) of the total accumulated unused vacation leave up to the maximum.

12.4

Vacation time may be used by Members in addition to or in lieu of sick leave, bereavement leave, compensatory time or personal time.

12.5

The rate of vacation pay shall be the Member's regular straight hourly rate of pay in effect for the Member's regular job at the time the vacation is being taken. Years of Service shall be calculated from the last Date of Hire for each Member, or as agreed to by the Town.

12.6

A Member who, during the Member's scheduled vacation, suffers from an illness or injury which would prevent the Member from performing his/her regular job duties shall be entitled to apply sick leave to the time absent from work in lieu of using vacation time. Agreement provisions concerning sick time apply, including but not limited to the Town's right to require the Member to submit to reasonable health care examination for the purpose of verification of illness or injury. The specific number of hours shall be determined by the Member's work schedule at the time the illness or injury occurred. The Member will give reasonable notification to the Town Manager or his designee, as to the appropriate leave requested, in lieu of the vacation time.

ARTICLE THIRTEEN

Sick Leave

13.0

The purpose of sick leave is to prevent the further spreading of disease or viruses to other Members and to afford the Member time to recover from sickness and/or injury. Sick leave requests for time off in blocks of less than four hours shall not be denied.

13.1

Sick Leave shall be considered a privilege that a Member may use at the Member's discretion, and shall be allowed in the following cases:

a) Non-work related, temporary actual illness or injury of the Member, or health care provider appointments made during scheduled duty time. It is understood and agreed that attempts will be made to schedule health care provider appointments during non-scheduled duty hours.

b) Illness or injury suffered by a member of the Member's family who lives within the Member's household, when such illness or injury requires care by such Member. Birth of a child, miscarriage or abortion shall be considered illnesses for purpose of this subparagraph.

c) For sick leave in excess of three (3) consecutive work shifts the Chief may require a certificate from the attending physician stating that such illness prevented the employee from working. A certificate is not required if the sick leave is taken as a result of an immediate family member's illness. The Chief may also require the absent employee to be examined by a physician appointed by the Town. The expense of any examination shall be incurred by the Town. If the Chief provides an employee written notice of excessive use or abuse of sick leave, the Chief may require that the employee provide the above-described physician's certificate for each separate absence of three (3) shifts or less.

13.2

Sick leave shall be available to all Members. A Member absent on account of illness or injury shall notify the supervisor, or other person designated by the Chief of Police, as soon as reasonably possible.

13.3

Sick leave shall be earned by a Member at the rate of 18 days per year and may accumulate to not more than 120 days. Regardless of a Member's shift length, use of one sick day shall apply to one shift.

13.4

In the event of death in line of duty, (as defined by the Federal Public Safety Officer Benefit Statute) of a Member, the Town shall pay to the surviving spouse, parent(s), children or if none, the deceased's estate one hundred percent (100%) of the total accumulated unused sick leave up to the maximum of 960 hours.

13.5

The Town shall allow any Member to convert any accrued sick time to vacation time at the ratio of two (2) sick leave hours for one (1) vacation hour. The maximum amount of sick hours that can be converted into vacation hours in one fiscal year is eighty (80) sick leave hours converted to forty (40) vacation hours.

13.6 Sick Leave Incentive Pay:

For each six (6) months in which the Member records perfect attendance (exclusive of on the job injuries and bereavement leave) such employee shall receive \$100.00. Holidays, Vacation, Compensatory Time and Personal days taken shall not count against perfect attendance.

ARTICLE FOURTEEN
Light Duty

14.0

If a Member sustains an off duty illness or injury that prevents the Member from performing normal full duty, a Member may request and the Town agrees to place him/her in a position of light duty work the Member can perform within the Milton Police Department.

Said assignment shall be directed by the Chief of Police with approval of the Town Manager. If no light duty work is available within the Milton Police Department, then the Member may be placed within the Milton Town Government.

14.1

As a condition to performing light duty, the Town may require the Member to be examined by a licensed health care provider, at the Town's expense, for the purpose of written certification that the Member is restricted from full duty, is capable for light duty, and a description of the applicable work restrictions. Any such examination which occurs outside a scheduled shift shall be considered a call-out.

14.2

Light duty normally shall not include duties involving the carrying of firearms or invoking the powers of arrest.

14.3

All Members working on light duty shall receive their normal rate of pay including overtime and holiday pay.

14.4

The intent of this provision is to permit the return to work as soon as is medically possible to Members who are affected as set forth in the above paragraph. Further, the Town and Union understand that "Limited Duty" refers to duty other than normal outside patrol duties and that it is not the intent that said limited duty is to be of a "make work" nature.

ARTICLE FIFTEEN
Bereavement Leave

15.0

The purpose of bereavement leave is to enable a Member to take care of personal arrangements and problems caused by death of an immediate Member of his or her family and to relieve himself of the concern over loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occurs during the Member's scheduled vacation, the Member shall be entitled to apply bereavement leave to the time absent from work in lieu of use of vacation time.

15.1

Upon the death of a Member's spouse or child, the Member may request and the Chief of Police shall grant bereavement leave of up to Ten (10) working days immediately following such death without loss of pay. Additional time for bereavement may be requested by the Member and may be granted by the Town Manager or his designee.

15.2

Upon the death of a Member's parent, step-parent, sister, brother, step-sister or step-brother, the Member may request up to and the Chief of Police shall grant bereavement leave up to Five (5) working days immediately following such death without loss of pay. Additional time for bereavement may be requested by the Member and may be granted by the Town Manager or his designee.

15.3

A Member may request and, at his or her discretion, the Town Manager or his designee may grant bereavement leave for the family Members other than those listed in 15.1 and 15.2.

15.4

A Member, in addition to the above defined leave, may utilize vacation, sick leave or personal leave to supplement bereavement leave, upon the approval of the Town Manager or his designee.

15.5

In all cases of leave defined above (Sections 15.0 through 15.4) a Member may request additional vacation time to supplement the regular entitled bereavement period. Any request will be made either as soon as possible after additional time requirements are known or within fourteen (14) calendar days of returning to a regular duty assignment. Granting of any such additional vacation time is at the discretion of the Town.

ARTICLE SIXTEEN
Parental and Family Leave, Family and Medical Leave

16.0

To the extent of applicability to the Town and the eligibility of the Member, the Town shall observe the requirements of the Vermont Parental and Family Leave Act, 21 V.S.A. 495 Chapter 5, Subchapter 4A and the federal Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., both as may be amended. In order to qualify for leave or other benefits thereunder provided, a Member is required to meet all criteria and notice obligations imposed under these statutes and applicable regulations. If a Member is eligible for leave under both acts, and if the Member is eligible for sick leave under this Agreement, the leaves under both acts and sick leave under this Agreement shall run concurrently.

ARTICLE SEVENTEEN
Leave Without Pay

17.0

The following provisions apply to unpaid leave which does not meet the requirements for Parental and Family Leave, Family and Medical Leave, or leave resulting from injury or illness arising out of and in the course of employment with the Town.

All leaves of absence (without pay) must be requested through the Chief of Police and approved by the Town Manager, subject to discretion of both. Leaves of absence without pay are granted for reasons of additional education, training and travel calculated to equip the Member to improve their service to the Town. Leaves may also be granted due to health and welfare problems of the Member's family. Leaves granted may not exceed a six (6) month period. At the expiration of a leave without pay, the Member shall return to the same position or to a similar position.

Failure of the Member to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue. However, in the event of leave without pay necessitated by sickness or disability, a Member shall be eligible to receive health insurance benefits for a period not to exceed two (2) years.

ARTICLE EIGHTEEN
Military Leave

18.0

To the extent of applicability to the Town and the eligibility of the Member, the Town shall observe the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4301 et seq. and 21 V.S.A. Chapter 5, subchapter 5 (Employment Rights for Reserve and National Guard Members), both as may be amended. In order to qualify for leave or other benefits thereunder provided, a Member is required to meet all criteria and notice obligations imposed under these statutes and applicable regulations. To the extent this Agreement provides a benefit greater than required by statute, in such case this Agreement's provision shall apply.

18.1

Disposition of Vacation Leave: A Member who leaves duty with the Department to participate in uniformed services duty as described in § 18.0 for a period of at least ninety (90) days or greater shall be paid for any accrued vacation leave the Member may be entitled to as if the Member's employment with the Town were being terminated.

18.2

Notice: A Member who leaves duty with the Department to participate in uniformed services duty as described in § 18.0 shall notify the Chief of Police of such leave with as much advance notice as possible.

18.3

For any leave taken under this section, the Member may request that the Town make up the difference between the employee's compensation from military service, and the compensation the employee would have received were they working directly for the Town during the leave period. The income from military service during periods when the employee would not normally have been on Town duty shall be excluded from the military income for this calculation, as will any non-salary allowances such as housing and separate rations allowances. As part of any such request the Member shall provide adequate information for the Town to determine which days the employee is entitled to additional pay, and the amount of pay due. Submission of military pay records such as copies of leave and earnings statements will be sufficient to meet this requirement.

ARTICLE NINETEEN
Member Benefits

19.0

The benefits described below are provided to permanent, full time Members of the Town.

INSURANCE

Health, Optical, Dental, Life, Long Term Disability, Liability & False Arrest

19.1 Health Insurance

The Town shall provide Members with health insurance plan VACE BCBS CDHP Blue (Consumer Directed Health Plan) or an equivalent plan. This plan features an annual deductible of \$2,000 individual / \$4,000 family. The Town shall annually fund an HSA account in an amount equal to 50% of the deductible under each Member's plan up to the amount of the deductible. Annually the Town will contribute funds to the Member's HSA in amounts of twenty-five percent (25%) of the deductible on January 1st, twelve and a half percent (12.5%) of deductible on July 1st and twelve and a half percent (12.5%) on October 1st.

Further, the Town acknowledges there is concern on the part of the MPBA that there may be times when out-of-pocket (deductible) expenditures exceed the amounts contributed by the Town and the Members. In such situations, and assuming the Member is making regular contributions to his/her Health Savings Account, the Town agrees to assist in the following ways:

- a) The Town's Human Resource Coordinator will work with the Member, consistent with HIPAA and other applicable laws to establish a payment plan with the health care provider which is consistent with the accrual of funds in the Member's Health Savings Account.
- b) If it is determined the health care provider will not accept a payment plan (based on (a) immediately above), the Member may request the Town provide the balance of the Town's annual contribution to the Member's Health Savings Account. If such a request is made the Town shall make the balance of the Town's contribution to the Member's Health Savings Account.

The parties acknowledge that the Town must, prior to January 1 of each year, contract with non-Town entities to make health insurance available to all Town employees. The parties further acknowledge that the availability of specific plans, their provisions and their cost may change from year-to-year. The parties further acknowledge that federal and state laws are being considered and/or may be implemented in coming years which may potentially affect the availability of specific plans, their provisions and their cost. To address these concerns, the Town and Union agree to negotiate changes that do not provide equivalent coverage and benefits to the VACE plan mentioned above.

In the event of arbitration, under the Grievance Procedures of this Agreement, of the issue whether a certain health insurance plan provides coverage and benefits equivalent to the current plan, the parties agree to equally bear the cost of the arbitrator's fees, notwithstanding the provisions of paragraph 22.80 herein.

The Town will provide Members a stipend, in lieu of health insurance, at a rate of \$ 150.00 per month if the Member provides proof that they are covered by another health insurance. A Member shall not receive such stipend or dual medical or dental coverage when both Members work for the Town. For this purpose the Town includes: Town, School, Water/Wastewater, and Library. If the Member is found to have dual coverage within the Town, the Member must pay back to the Town an amount equal to the premiums paid by the Town during dual coverage.

19.2 Dental Insurance

The Town shall provide dental insurance coverage consistent with the coverage offered by the Basic Coverage A and B as outlined by the Delta Dental Company for all Members and their families. The Town agrees to pay all premiums for this dental plan.

19.3 Vision Plan

In exchange for the Union acceptance of removing the \$ 200.00 optical care annual payment, the Town will offer a Vision Service Plan benefit.

19.4 Life Insurance

Members will be provided with group life coverage at twice each employee's base salary.

19.5 Retirement

The Town offers the VMERS D Plan to all Members consistent with state law. Members that remain in VMERS C at the beginning of this Agreement shall continue to have a right to switch to VMERS D provided that their Step increases will be "frozen" for two consecutive years. The "frozen" step increases shall survive beyond the expiration of this Agreement on June 30, 2014 if necessary to result in a two year freeze should a Member elect to switch in the second year of this Agreement.

Mandatory Retirement: Upon reaching fifty-five (55) years of age, Members hired on or after July 1, 2012 shall retire from employment with the Department if they have at least five (5) years of credited service in VMERS D and twenty (20) years overall of credited service in a VMERS C or D program.

19.6: Liability and False Arrest Insurance

The Town shall maintain in effect, at its cost, general liability insurance, including coverage for false arrest and false imprisonment.

19.7: Long Term Disability Insurance

The Town, at its cost, shall provide all Members long term disability insurance which shall have a disqualification period of no more than ninety (90) days and shall provide a compensation benefit equal to sixty percent (60%) of the Member's base salary until the Member reaches age sixty-five (65).

19.8 Short Term Disability Insurance

As soon as practical, the Town, at its cost, shall provide to all Members a 14-14-11 short term disability policy. The Member's sick leave accrual being reduced from 24 to 18 days per year. Every Member shall accrue sick leave at the rate of 18 days per year. The Town will make every reasonable effort to initiate this change on January 1, 2009 but may not be able to do so for practical reasons. The Town will initiate this benefit as soon as possible.

ARTICLE TWENTY
Workers' Compensation

20.0

The Town's contributions toward the cost of Members' life insurance and health insurance will continue for the period of time that a Member is on leave due to injury or illness arising out of and in the course of employment with the Town.

20.1

A Member injured on the job, however slightly, must report the fact immediately to his or her supervisor. If an injury or illness arising out of and in the course of employment with the Town results in the Member's absence from work with benefits provided pursuant to Workers Compensation law, the Member will receive from the Town for a period of up to one (1) year the difference between the amount paid by Worker's Compensation and the Member's gross weekly base pay. If the Member's absence continues for more than one (1) year, the Member may use any accrued leaves to supplement the Member's Workers Compensation benefits.

20.2

If a Member is unable to return to work within one (1) year following commencement of an absence under this section, the Member's employment may be terminated subject to reinstatement rights available under Workers Compensation law.

20.3

It is the policy of the Town that it shall be presumed that any Member who contracts the AIDS virus or Hepatitis B has done so as the result of a work-related incident or event provided there is an existing log or record of an incident(s) or event(s) that would support such a presumption. No Member who had contracted AIDS or Hepatitis B as a result of such work related incident or event shall be denied customary medical benefits as a result of contracting said viruses. The provisions of this Section shall be void if the Town can establish that the Member did not contract said viruses while in the performance of their police duty.

ARTICLE TWENTY-ONE
Discipline

21.0

It is the responsibility of all Members to observe the policies, rules and regulations necessary for the proper operation of the Department in the Town. The Town agrees that a suspension or discharge may be subject to the Grievance Procedure.

The Town shall not discipline or discharge any post-probationary Member without just cause.

21.1

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

ARTICLE TWENTY-TWO
Grievance Procedure

22.00

A grievance is a dispute or difference of opinion raised by a Member, or by a group of Members (with respect to a single common issue) covered by this agreement against the Town involving the meaning, interpretation or application of the express provisions of this agreement.

22.05

This Grievance Procedure constitutes the sole and exclusive means of resolving disputes concerning provisions of this Agreement, and Members will at all times continue to work as directed by the Town. Settlement of the controversy at any step in the Grievance Procedure shall be binding on all parties, including the Member or Members making the complaint. Related grievances may be consolidated and processed as a single issue. Every effort will be made to resolve the grievance at the lowest possible level.

Prior to the filing of a grievance, the Member may request a meeting with the Chief of Police in an effort to resolve the grievance and such meeting shall not affect either the Town's or the Member's rights and obligations in the event a grievance is filed.

22.10

A grievance shall be processed in the following manner:

Step 1. A Member shall file a grievance by giving written notice to the Chief of Police within five (5) business days after the date upon which the Union or Member first has or reasonably should have had knowledge of its occurrence, unless the Member can demonstrate circumstances that made it impossible for the Member to meet this time limitation. When a Member cannot meet this time limit because of an approved leave, the Member may file the grievance within forty-eight (48) hours of the commencement of the next work shift following such leave.

The Chief of Police shall provide the Member a written answer within five (5) business days after the grievance is presented. When the Chief of Police cannot meet this time limit because the Chief is on leave from regularly scheduled duties, the Chief may respond to the grievance within forty-eight (48) hours of the commencement of the Chief's next work shift following such leave.

Step 2. If a grievance is not settled at the Step 1 level, the Member or the Union may, through its representative, appeal it by giving a written notice of such appeal to the Town Manager within five (5) business days after the Union's or Member's receipt of the Chief of Police's answer to the Step 1 filing. The Town Manager shall give a written answer to the grievance within ten (10) business days after receipt of the appeal. If the Town Manager and Union representative meet to discuss and review the appeal and consider settlement options, the Town Manager shall have an additional three (3) business days from the date of the meeting to decide the appeal and or settlements alternatives offered. If the Town Manager denies the appeal, the Town Manager and Union representatives may by mutual agreement submit the grievance to the Federal Mediation and Conciliation Service to offer a non binding recommendation on the matter to both parties.

Step 3. If the Town Manager is unable to negotiate a settlement or adjustment of the grievance, or if none is requested as provided for herein, and the Town Manager and Union representatives are unable or unwilling to reach agreement through Mediation, the Member or the Union may submit the grievance to the Chairman of the Town Selectboard within three (3) workdays following receipt of the Town Manager's decision with copies to the Chief of Police and Town Manager. The Chair and Selectboard shall render a written decision within thirty (30) workdays after receipt of the grievance from the Member or the Union.

22.15

In the event a response to the grievance is not received from the Town's representative within the time limits provided at either Step 1 or 2 above, the Union or Member may submit its written appeal to the next step an additional five (5) business days after the deadline that would have applied had the Town issued a response on the final day of the Town's permitted response period. If the Union or Member fails to appeal the grievance to the next step within the limits stated above, the last answer of the Town's representative shall be final and binding on all parties.

22.20

The Member may also request a meeting with the Selectboard at the time of filing Step 3 appeal.

22.25

The parties may determine by mutual written consent to skip one or more steps of the grievance process.

22.30

If the grievance is not settled pursuant to the aforementioned grievance procedure or if a response is not received from the Town Manager within the prescribed time limits, the Union may through its representative appeal to the American Arbitration Association within thirty (30) calendar days after receipt of the Selectboard's decision. This provision shall apply to all grievances pertaining to the interpretation of this agreement.

22.35

The Union's notice of arbitration shall, at a minimum, state:

1. The matter(s) at issue.
2. The specific provisions of the agreement the Union claims have been violated.
3. The nature of the relief sought.

22.40

The arbitrator shall decide questions of arbitrability as threshold issues. The arbitrator shall have no authority to consider a grievance submitted for arbitration where the notice of arbitration is submitted after the time limits set forth in this Agreement. Arbitrable issues are only those that meet each of the following tests:

1. The issue must first have been submitted to the Town through the Grievance Procedure as outlined in this Agreement, unless otherwise agreed by the parties.
2. All time limits within the Grievance Procedure itself must have been observed unless otherwise agreed by the parties.
3. Notice of the intent to arbitrate must have been timely made.

22.45

The decision of the arbitrator on the matter at issue shall be final and binding on all parties.

22.50

The settlement of the grievance in any case shall be made retroactive to a date no earlier than that upon which the Member or Union first had or reasonably should have had knowledge of its occurrence.

22.55

Should the Town and the Union fail within the ten (10) business days from the date of notice of arbitration to agree on an arbitrator, the Union within twenty (20) calendar days must request the American Arbitration Association to provide a list of arbitrators to the parties. Such arbitrator shall be selected in accordance with the applicable rules of the American Arbitration Association.

22.60

After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall meet and hear the evidence of both parties and render a decision promptly. A separate arbitrator shall be appointed to hear each pending grievance unless the parties agree in writing to present more than one pending grievance to the same arbitrator.

22.65

The time limits specified herein may be extended by mutual consent which shall not unreasonably be withheld.

22.70

It is understood that the function of the arbitrator shall be to interpret specific provisions of this agreement. The Arbitrator shall not add to or subtract from or to modify and extend any of the terms of this agreement.

22.75

The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

22.80

It is agreed by and between the parties that the costs and expenses (including filing fees, arbitrator's fees and expenses, but excluding the cost of attorney fees) for arbitration shall be paid on the following basis:

- a) If the decision of the arbitrator confirms the action of the appointing authority, the Union shall pay all costs.
- b) If the decision of the arbitrator negates the action of the appointing authority, the Town shall pay costs.
- c) If the decision of the arbitrator modifies that action of the appointing authority, said fees and expenses will be shared equally by the Union and the Town.

ARTICLE TWENTY-THREE
Uniforms and Equipment

23.0

The Town shall furnish uniforms, boots, shoes and other equipment and items to all Members. All Department-owned equipment lost or damaged in the course of the Member's performance of duties for the Town shall not be the liability of the Member.

23.1

Any Police Officer or Sergeant who is required to wear plain clothes in the line of duty for a period of at least Thirty (30) days shall be entitled to the replacement of any detective civilian clothing of like kind and quality ruined in the line of duty subject to approval by the Chief of Police.

23.2

Tailor costs for initial fitting of uniforms and required plain clothes, as well as other costs to repair articles approved for use and damaged in the line of duty, will be paid directly or reimbursed by the Town. The Town shall pay for costs of dry cleaning of uniforms and plain clothing used in the course of the Member's performance of duties for the Town.

23.3

Eye glasses, personally owned weapons, equipment, and clothing that the Member uses will be repaired or replaced as necessary to the corresponding value if damaged in the official capacity of a police officer. The Member shall provide a list of such items to the Chief of Police for his review and approval or such items will not be repaired or replaced.

Repair or replacement of watches and wedding bands will be limited to a value not to exceed \$ 150.00 for each item. Other jewelry will not be reimbursed unless wearing them is considered necessary for police work (such as undercover duty). Such items must be pre-approved by the Chief of Police, in writing, to be eligible for repair or replacement.

23.4

In the event the Town secures sufficient funds to provide each Member with a "Second Chance" or equal quality current model ballistic vest, each Member agrees to wear a certified ballistic vest while on duty in uniform. If grant funding ceases during the term of this Agreement, parties agree to re-open negotiations.

23.5

The Town shall provide each Member with fifty (50) rounds of practice ammunition every fiscal year of this contract.

23.6

The Town and MPBA representatives agree to conduct good faith discussions during the first year of this Agreement to discuss the use of pagers and compensation thereof.

ARTICLE TWENTY-FOUR
Union Representatives

24.0

When requested by the Town, a list of Union Officers or other representatives shall be furnished to the Town immediately after their designation, and the Union shall notify the Town of any changes.

24.1

Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or their authorized Town-Union meetings. Permission to attend such meetings shall not be withheld.

24.2

Union representatives shall not be compensated for time spent in grievance and adjustment meeting outside their regular working hours.

24.3

Grievance adjustment meetings will be scheduled by the Town at a time that is reasonable for both parties and that minimizes or avoids lost working time.

24.4

Representatives of the Union shall, upon prior request, have the opportunity to meet with their supervisors on Town premises during working hours.

24.5

The Town shall allow representatives of the Union time off without loss of pay for Union business, to a maximum of Twelve (12) days per calendar year in the aggregate for all representatives of the Union. The President of the Union shall give advance written notice to the Chief of Police of any compensated time off as provided by this Section.

24.6

Upon receipt of a signed voluntary authorization by a Member, the Town shall deduct from the Member's wages the weekly Union membership dues and initiation fees payable by him/her to the Union during the period provided for in said authorization.

24.7

The Union shall defend and indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon signed authorization cards furnished to the Town by the Union or for the purpose of complying with any of the provisions of this ARTICLE.

ARTICLE TWENTY-FIVE

Minimum Manpower, Physical Fitness Incentive, & Educational Incentives

25.0 Minimum Manpower

For the safety of each Police Officer, the Town and Union agree to a minimum manpower requirement. There shall be a minimum of two (2) officers, of the rank of Sergeant or below, on duty during all times except from 2:00 am to 7:00 am. Effective July 1, 2013, there shall be a minimum of two (2) officers, of the rank of Sergeant or below, on duty during all times except from 3:00 am to 7:00 am. The SRO & Detective positions do not count toward existing minimum staffing. The Chief of Police may assign personnel in these positions to work on shift without violation of this provision after proving Members the option to fill the vacancy consistent with the provision of paragraphs 10-2 and 10.4 and past practices related to the filling of shift vacancies.

25.1 Physical Fitness Incentive

Every spring the Department shall offer physical fitness testing similar to that administered by the Vermont State Police, with the final test components agreed to between the Town and the Union. Members hired on or before June 30, 2012 may participate in the physical fitness testing on a voluntarily basis, except those Members who accept the monthly gym stipend from the Town as set forth below shall be required to participate in the test. Other than as provided in this subparagraph, there shall be no adverse employment action against any Member hired prior to July 1, 2012 based on the Members' election not to participate in the test, or performance on the test.

Employees hired on or after July 1, 2012 shall participate in the physical fitness test. For those Members only, a Member who fails to meet at least the "Average" standard for each age group by gender must attain at least an "Average" score within the following twelve months or face separation from employment.

Members who participate in physical fitness testing shall receive extra pay as follows:

Score:

Below Average or less	\$ 0.00
Average	\$ 0.00
Good.....	\$ 225.00
Excellent	\$ 325.00
Superior.....	\$ 425.00

Starting July 1, 2012, the Town will assist Members in the purchase of a gym membership in the amount of up to \$40.00 per month. The Town will reimburse Members who show evidence of having paid for a gym membership during a monthly period or over a period of several months. Members hired prior to July 1, 2012 who receive the gym membership stipend must attain at least an "Average" score for age group by gender in the physical fitness test. Such a Member who fails to meet at least the "Average" standard must attain at least an "Average" score within the following twelve months or the Member loses the gym membership stipend.

25.2 Educational Incentives

The Town shall reimburse a Member for the actual cost of tuition incurred by a Member for further education specifically related to police work. Reimbursement shall only be awarded if all the following conditions have been met:

- a) The course of instruction shall be reviewed by the Chief of Police. If recommended for approval by the Chief, final approval by the Town Manager shall be required and is subject to budgetary considerations. Approval by the Town Manager shall not be unreasonably withheld.
- b) Proof of satisfactory completion must be submitted to the Chief of Police. Satisfactory completion is defined as a grade of “B” or higher.
- c) No more than 3 credits per Member will be reimbursed each fiscal year.

ARTICLE TWENTY-SIX **Labor – Management Committee**

26.1

The parties agree to establish a Labor – Management Committee (LMC) consisting of the Town Manager and at least one other individual from management and at least two but not more than four Members of the MPBA. The frequency of LMC meetings shall be as needed and meetings may be called by either the Union or Town to discuss matters of interest or concern to either party.

ARTICLE TWENTY-SEVEN
Final Resolution and Duration of Agreement

27.0

This agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior agreements and practices, whether written or oral, unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

27.1

This agreement shall continue to be effective July 1, 2014 and shall remain in effect thereafter from year-to-year unless either the Town or the Union gives notice 180 calendar days prior to June 30 of a given year that they desire to modify or terminate this agreement.

If such notice of desire to modify is given, the Town and the Union agree to meet no later than January 30, preceding the yearly anniversary date for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1 of that same year. The Town and the Union likewise agree that this contract shall remain in effect pending all negotiations and until it is replaced by a succeeding agreement.

27.2

Notwithstanding the previous provisions of the ARTICLE, if it is determined, in the discretion of a majority vote of the Selectboard made at a regular, special, or emergency meeting or the written directive of the Town Manager, that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the Town, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE TWENTY-EIGHT
Termination and Legality

28.0

If any provision of this agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

The remainder of this Agreement in all other aspects shall remain in full force and effect.

The memorandum of understanding dated 11th day of December 2012 regarding Compensatory Time shall continue along with the duration of this agreement.

The Memorandum of understanding dated the 3rd Day of December 2013 regarding Health Insurance shall continue along with the duration of this agreement.

TOWN'S SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have here unto set their hands and seals this ____ day of _____ 2014 by their duly authorized representatives.

On behalf of the **Town of Milton**

By _____, Duly Authorized
Darren Adams, Chairperson

_____, Duly Authorized
John Gifford, Vice Chairperson

_____, Duly Authorized
John Bartlett, Clerk

_____, Duly Authorized
Brenda Steady

_____, Duly Authorized
Stuart King

IN THE PRESENCE OF

Brian M. Palaia - Town Manager

UNION'S SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have here unto set their hands and seals this ____ day of _____ 2014 by their duly authorized representatives.

We the undersigned, being current Members of the **MILTON POLICE BENEVOLENT ASSOCIATION** do hereby endorse and ratify the contract proposal between the **TOWN OF MILTON** and the **MILTON POLICE BENEVOLENT ASSOCIATION** as amended on this ____ day of _____ 2014.

This contract proposal shall be effective July 1, 2014.

On behalf of the **Milton Police Benevolent Association**

By _____, duly authorized
Jason Porter, Union President

_____, duly authorized

_____, duly authorized

_____, duly authorized

IN THE PRESENCE OF

