

APPENDIX L

POLICE DEPARTMENT POLICY

ADOPTED May 7, 2012

Revised May 21, 2012

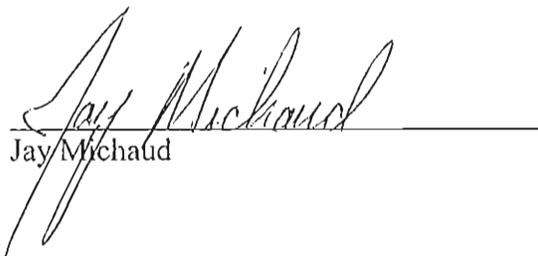
Revised July 1, 2013

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5. Insurance and other Benefits
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7. Discipline and Discharge
8. Employment Policies


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Article I. GENERAL PROVISIONS

Section 1.01 DISTRIBUTION OF POLICY

Each employee shall be furnished a copy either written or electronic of this Policy. Copies shall be made available to new employees shortly after hire.

Section 1.02 MANAGEMENT'S RIGHTS

(NOTE: Refer to Personnel Policy)

Article II. WORKING CONDITIONS

Section 2.01 HOURS OF WORK

- (a) General. It is recognized that employees' daily and weekly schedules are based on police protection requirements and are subject to change. The TOWN necessarily retains the right to schedule employees for work and it is the obligation of the employees to work as scheduled.
- (b) Work Period. The work period shall consist of eighty hours within a period of fourteen consecutive calendar days.
- (c) Work Day. The work day shall consist of eight (8), ten (10) or twelve (12) hours with a paid lunch period of ½ hour within a period of twenty-four (24) consecutive hours beginning with the starting time of that shift.
- (d) Shifts. Subject to the operating needs of the department as determined by the Chief:
 - Employees will be scheduled for two (2) consecutive days off;
 - A work shift will have a regular starting and quitting time.

Section 2.02 SHIFT CHANGES.

The Chief reserves the right to change the regular starting and quitting time of a shift, to abolish existing shifts or to create new or additional shifts, to establish new day-off schedules, or to temporarily transfer employees from one regular shift to another regular shift. Any such change shall be posted promptly. To the extent that operating conditions permit, the Chief will give fourteen (14) days notice before any such change is instituted.

Section 2.03 SHIFT SWAPS.

All Employees shall be allowed to swap work shifts or schedules with other Employees to attend to personal business with the approval of the Chief. Officers will not be eligible to

swap shifts if overtime would accrue.

Section 2.04 CANINE HANDLERS

The Chief of Police shall have the right to assign an officer as a Canine Handler. The Chief of Police shall have the right to assign said officer to a work schedule of a steady shift or rotating shift, consisting of eight (8), ten (10), or twelve (12) hours with a paid meal period of ½ hour within a period of twenty-four (24) consecutive hours beginning with the starting time of that shift with one (1) hour paid but duty free per shift, to meet FLSA requirements (i.e., necessary care of canine, including but not limited to time spent feeding, training, grooming and exercising.)

Section 2.05 UNIFORMS

- (a) The TOWN shall furnish all regular full-time uniformed personnel with the required uniform and equipment as set forth in this policy. The TOWN agrees to replace items of the uniform issue, as found necessary upon inspection and as approved by the Chief of Police or the Chief's authorized representative, such replacement to be at the TOWN's expense unless the need for replacement is the result of negligence or wrong doing by the employee. Title to all issued uniforms and equipment shall remain with the TOWN.
- (b) Boot allowance. The Town will reimburse uniformed officers for boots purchased not to exceed \$200.00 on an annual basis. Officers must submit a receipt
- (c) Employees assigned to plain-clothes duty in the Detective Division shall be reimbursed for clothing for an annual clothing allowance of \$500 upon submission of receipts to the TOWN.
- (d) Alterations of issued clothing when needed for all uniformed personnel will be provided by the TOWN with approval of the Chief of Police. The frequency and manner of cleaning of special items shall be determined by the Chief of Police.
- (e) The TOWN will provide dry cleaning for two sets of uniforms per week for uniformed officers and for three clothing sets (pants, shirt, tie) for plain-clothes officers. With the permission of the Chief, additional dry cleaning may be authorized on a case-by-case basis.

Section 2.06 USE OF PERSONAL VEHICLE

The TOWN agrees to maintain non-owned automobile insurance coverage. Use of an employee's personal vehicle must be authorized by the Chief of Police or designated officer. If authorized, the TOWN will reimburse the employee at the TOWN authorized mileage rate.

Section 2.07 DEPARTMENT VEHICLES

The use and assignment of department vehicles must be authorized by the Chief of Police or his/her designee.

Article III. WAGES

Section 3.01 WAGE SCHEDULE

Wages will be paid according to the pay scale attached as Exhibit A, as amended from time to time by vote of the Selectboard.

Section 3.02 PAY CLASSIFICATIONS

- Dispatcher/Senior Dispatcher (while assigned Senior Dispatcher responsibilities Dispatcher receives an additional 2% pay)
- Patrol Officer/Detective (Patrol Officers receive an additional 2% pay while assigned to Detective Division)
- Sergeant
- Administrative Assistant
- Chief of Police

Section 3.03 OVERTIME - GENERAL

- (a) Overtime work is defined assigned or approved work in excess of the regular work week or work day and shall be paid at time and one-half the straight time hourly rate. For the purpose of calculating overtime, all paid time shall be considered as time worked.
- (b) Patrol and Dispatch Overtime shall be offered to full-time employees before the shift is offered to a part-time employee.
- (c) When Management decides that an officer's or dispatcher's open shift is to be filled, it will be filled or offered by asking available officers. All department overtime and outside work (private duty or extra-duty) must be assigned by the Chief of Police or his designee as directed, and shall be offered to all employees on a fair and equal rotating basis, see 3.04 below.
- (d) Dispatch overtime will be filled as described below. A separate list will be maintained.
- (e) Employees may be required to work overtime in emergencies.

Section 3.04 OVERTIME - ROTATION

- (a) All overtime needed to fill vacancies in a patrol or dispatch schedule, , extra-duty overtime, or private/off-duty overtime (see Section 3.09), except as outlined in Section 3.04 (k) or 3.05 (a) will be distributed on a fair and equal basis. A rotation list will be used for the above mentioned overtime to ensure fair distribution of overtime.
 - (i) Included in the exemption from the rotational process is overtime that arises requiring

the skills of a particularly trained individual, i.e. computer support, advanced crash investigator, etc. This could change if the number of trained persons in a particular skill advances beyond 5 persons.

- (ii) The Chief of Police may schedule additional hours of patrol or dispatch to supplement existing shifts specifically designed for part-time staff that are not considered overtime for any purpose.
- (b) Any member who has prior work obligations (ie; scheduled regular shift) will be considered unavailable. Available members will be members who are currently on normal scheduled days off. Employees will be eligible for department, private-duty and extra-duty work while on vacation time or compensatory time off, so long as the vacation or compensatory time consists of three, four or five consecutive scheduled days off depending on the officers schedule (one week
- (c) Whenever possible, all employees shall be given at least four (4) hours advance notice of overtime work opportunities.
- (d) Assignments will be offered to officers on a scheduled day off first, should no one be available or accept the overtime, it will be offered as a double or split shift to scheduled officers.
- (e) Employees shall have the option of declining voluntary overtime, except in the case of an emergency.
- (f) The initial rotation list (starting in November 2012) will begin with the most senior officer and end with the least senior officer. The assignment of overtime will be based on department needs first, extra duty second and private duty third. The first assignment will be offered to the most senior officer and the list will continually rotate based on availability and overtime acceptance or denial. Employees may decline the offer of overtime. In declining overtime, the employee forfeits his/her right to overtime until his/her name is again reached in order of assignment rotation.
- (g) Each time a shift or shifts become available for overtime, the rotational list will be used beginning where the previous list ended up in rotation. For dispatch overtime, the second full-time dispatcher will be offered overtime spots before part-time dispatchers. If a part-time dispatcher is not available, the Chief will decide whether to offer the vacancy to a trained officer or make other arrangements for dispatch.
 - (i) Beginning with the highest employee on the list and working downward, employees will be marked unavailable if not on days off. Those available will be contacted.
 - (ii) If an employee declines the overtime or is unreachable (see (i) below), they will move to the bottom of the list.
 - (iii) If an employee accepts the overtime, they will move to the bottom of the list.
 - (iv) If more than one overtime shift is on the list, an employee becoming unavailable

while going through the list he/she will be marked unavailable so as to not lose their spot in rotation.

- (v) A shift will be considered declined by an officer if they fail to answer a telephone or fail to respond to a message within ten (10) minutes of the message being left.
- (vi) Part-time employees will not be included on the rotation list and will only be used to fill open or vacant shifts prior to ordering in the least senior officer.
- (vii) In the event no one accepts overtime and it is determined the position must be filled, the junior officer available on a day off will be ordered to fill the position.
 - 1) If order in's occur, a list indicating who was last to be ordered shall be maintained so no single person is ordered in twice in a row unless others can't be contacted. Absent unusual staffing circumstances, officer's ordered in to cover shifts should be from the same division, i.e. patrol shortage, patrol order in.
- (h) Upon the completion of the overtime list, the Chief of Police will adopt procedures for general posting of overtime shifts that are not in need of immediate filling for the benefit of those unable to be contacted.
- (i) An officer will not perform private-duty or extra-duty work in excess of four (4) hours in the twelve (12) hour period immediately preceding the start of his/her shift assignment without approval of the Chief or his designee.
- (j) With the Approval of the Chief of Police, on a officer's scheduled short day, (ie; eight (8) hour day while on a twelve (12) hour schedule) the officer working the short day will have the option of working the remaining four (4) hours without the overtime being offered through the rotation, thus to ensure adequate staffing.

Section 3.05 EMERGENCY CALL-IN

- (a) For emergency call-ins, the rotation list can be skipped as outlined in Section 505 C.
- (b) Station/Staff and/or Training meetings.
 - (i) Employees attending mandatory Station/Staff and/or Training meetings outside their regular work schedule shall be compensated at a minimum of two (2) hours pay at time and one-half (1½) the employee's regular rate.
 - (ii) Where any part of such meeting occurs immediately before, immediately after or is contiguous with an employee's shift, the time spent in the meeting outside of the employee's regular schedule shall be paid at the overtime rate of time and one-half (1½) only for the time actually spent in the meeting and shall not be subject to the two (2) hour minimum pay described in this section.
- (c) An employee, who worked the shift ending at 7:00 a.m. immediately prior to a

regular/non-mandatory station and/or staff meeting, shall be excused from attending any such meeting that starts later than 9:00 a.m. and before 4 p.m. following the shift worked.

- (i) There may be times when an employee is mandated to attend a meeting between 9 a.m. and 4 p.m., but instances like this will be kept to the absolute minimum during the course of the year.

Section 3.06 APPRENTICESHIP PROGRAM

- (a) The State of Vermont Apprenticeship Training Program is a formal training program, overseen by the Vermont Department of Employment and Training. The term of the program for Law Enforcement is a total of 2000 hours of work experience and training. The program is guided by a “Standards of Apprenticeship” document.
- (b) The Police Department has adopted the Apprenticeship Program for probationary employees. The program, as it relates to overtime hours not being paid immediately, only applies to that time worked at the Vermont Police Academy, during Basic Training. All overtime hours worked while on duty from the TOWN’S police station will be paid when worked.
- (c) Those employees participating in the State of Vermont and the Department’s Apprenticeship Program who earn overtime solely as a result of such participation in the Fulltime Basic Academy at the Vermont Police Academy shall not be entitled to pay for such overtime during the program. Instead, such overtime payment shall be prorated over the first two years of service following successful completion of the Vermont Police Academy Program.
- (d) An Employee who does not successfully complete the program and/or does not continue in the service of the TOWN for two years thereafter will forfeit all overtime that has not been paid by the time such discontinuation of service commences.
- (e) Excluded from this exception shall be employees who have worked full time as police officers within the TOWN for at least six months prior to being assigned to the Vermont Police Academy. Employees who qualify for this exception will be paid for overtime earned at the Academy upon successful completion of the Academy program.

Section 3.07 COMPENSATORY TIME

- (a) Compensatory time shall be defined as overtime. Each member of the department may request compensatory time or overtime pay when assigned or approved work is in excess of the regular work week or work day. The TOWN may elect to pay overtime rather than allowing compensatory time off.
- (b) An individual can accrue up to 120 hours of compensatory time, which is based on the actual number of 80 hours worked. The town will make available as an option to the

members the ability to receive payment for compensation time earned, twice during the fiscal year. The opportunity for payment requests will be between June 1st and 15th and December 1st and 15th.

- (c) Compensatory time off may be denied if resulting overtime is not filled voluntarily following the completion of the rotation list if the time off is submitted less than 1 week in advance of the need or if the request is for a major holiday (New Years, Memorial Day, Independence Day, Thanksgiving, or Christmas).

Section 3.08 CALL-IN PAY

- (a) Non-court Call-in: If an employee who has left his or her last work station or last duty assignment after having completed work on his or her regular shift is recalled to work and the employee reports for work, the employee shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four hours of overtime work, excluding 3.05 (b). An employee who is called in early to work more than ½ hour prior to the normal commencement of the employee's scheduled work shift and works continuously from the time he or she reports, shall be paid time and one-half for the actual time worked in excess of the regular work shift. An employee who works beyond the quitting time of the schedule work shift shall be paid time and one-half for the actual time worked in excess of the regular work shift.
- (b) Court Call-in: An employee who is called into court at any time other than continuously into his/her normally scheduled shift, shall be considered as working overtime during all such hours worked and shall be guaranteed a minimum of four hours pay at the overtime rate of pay. An employee who is called into court under this provision will not be entitled to the pay if the call- in is canceled by 5 p.m. on the day before the employee is scheduled to appear.
- (c) Emergency Call-in:
- An employee may be called in based on availability and response time, under emergency circumstances. An emergency circumstance is an unexpected specific event or series of events or other circumstances expected to exist for an hour and for which a supervisor of rank determines the on-shift officer cannot adequately address the situation and additional assistance is needed as soon as possible.
 - In the absence of a ranking supervisor, the senior officer on shift will make the determination.
 - Examples of emergencies would include multiple subjects in custody, serious accidents, injured officer, etc
 - Employees with specialized skills may be called in under this provision. Examples of employees with specialized skills would include but not be limited to Death Investigators, Hostage Negotiators, Advanced Accident Investigators, etc..
 - The ranking officer or his/her designee will document the circumstances of the emergency call-in authorized.

Section 3.09 PRIVATE DUTY AND EXTRA-DUTY WORK

- (a) No member of the department may accept private duty and extra duty work in the capacity of a police officer except as hereinafter provided.
- (b) Private/off-duty is considered contracted overtime work by private businesses or entities wanting police services. All private-duty contractual arrangements will be between the TOWN and the outside person or establishment requesting such private-duty work and payment shall be made by the outside person or establishment directly to the TOWN. Rates charged by the TOWN for extra-duty work will be established by the TOWN.
- (c) Extra-duty is considered overtime work involving State or Federal Grant.
- (d) All private duty and extra-duty work requests shall be submitted to the Chief of Police or his/her designee who shall allocate all approved private duty and extra-duty assignments on a fair and equal basis as outlined in Section 3.03 Overtime and 3.04 Overtime-Rotation.
- (e) All employees will be compensated for private-duty work at \$39.00 per hour. For any extra duty work under a State or Federal grant, the employee will be paid at the maximum allowable hourly rate as set out in the grant less any allowable, standard administrative charge, if not otherwise provided for. In other cases the amount to be paid will be at the member's time and one half hourly rate.
- (f) TOWN equipment may be used by the private-duty or extra-duty Officer with the approval of the Chief of Police.
- (g) Outside employment will continue to be governed by Department policy.

Section 3.10 SHIFT DIFFERENTIAL

A shift differential in the amount of \$1.05 per hour will be paid for all hours worked between 5 p.m. and 7 a.m..

Article IV. HOLIDAY, VACATION, SICK AND OTHER LEAVES

Section 4.01 VACATION/ANNUAL LEAVE

- (a) It is the policy of the TOWN of Williston 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) Probationary employees - 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 probationary period he/she will not be entitled to be compensated for any accrued vacation time.
- (c) Schedule: employees are eligible for paid vacation time according to the following schedule:

LENGTH OF SERVICE	DAYS ACCUMULATED PER YEAR
less than 1 year	4 hours per month
1 to 4 years	8 hours per month
5 to 10 years	10.66 hours per month
More than 10 years	14 hours per month

- (d) All vacation/annual leave is figured from the date of hire as a full time officer.
- (e) Limitations - The following limitations shall apply to the exercise of vacation benefits
 - Subsequent to completing the first year of employment, each employee is required to take a minimum of five days vacation during each calendar year of employment.
 - Employees may accrue annual leave, up to a maximum of 240 hours. Upon termination, employees are entitled to payment for all unused annual leave up to a maximum of 240 hours.
 - Vacation days may be taken in increments of no less than four hour periods.
 - Upon the exhaustion of all available sick leave by an eligible employee, accumulated vacation time may be used by any employee unable to work by virtue of extended illness, family or medical leave or layoff.
 - Vacation leave may be denied for single day or incremental requests if the resulting overtime is not filled voluntarily when a request is submitted less than 1 week in advance of the need, unless the employee can justify an emergency need.
 - Vacation time submitted with at least 1 week notice shall not be arbitrarily denied.
 - Annual leave (defined as being on vacation for a minimum 36 consecutive scheduled hours) submitted with at least a week's notice, shall not be denied absent emergency circumstances faced by the agency.

- (f) Vacation hours may be donated to any Town of Williston employee, subject to the limits set out in this section .

Section 4.02 SICK LEAVE

- (a) If an employee is sick and cannot report for work, he/she must notify his/her supervisor as far in advance of normal working hours as possible.
- (b) All permanent full-time employees of the TOWN shall be entitled to sick leave at the rate of 12 hours per month beginning the first of the month following date of hire and not to exceed 480 hours maximum earning.
- (c) Employees may accumulate sick leave from year to year to a maximum of 480 hours. Accrued sick leave to the allowable limit will be paid to an employee's estate if the employee dies during his/her employment with the TOWN.
- (d) 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 physician attesting to the employee's inability to work. A statement shall be submitted on a weekly basis for so long as the employee remains absent for reasons of sickness.
- (e) Any employee who has accumulated a total of 480 sick leave hours may convert up to 160 hours of sick leave to vacation hours at the rate of 2 sick hours to 1 vacation hour once per year.
- (f) No employee is entitled to take a sick leave day until he/she has been in the Town's service for at least thirty (30) days.

Section 4.03 REGULAR HOLIDAYS

- (a) The following are the regular holidays observed by the Town of Williston:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Bennington Battle Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day

Christmas Day

- (b) Holiday Pay - An employee who works on a holiday shall be paid a days pay at the regular hourly rate and time and one-half the straight time rate for all hours worked. The employee will be paid double time and a half for all hours worked in excess of the workday. For employees who regularly work a Monday to Friday schedule, any listed holiday which falls on a Sunday shall be considered observed on the following Monday and any such holiday which falls on a Saturday shall be considered observed on the preceding Friday. For employees whose regular work day includes either Saturday and/or Sunday, whether on a permanent or rotating basis, the holiday shall be observed on the actual day of the holiday. If there is any dispute as to which category the employee fits, the Monday/Friday observance schedule shall be used

Section 4.04 LEAVE FOR BEREAVEMENT/DEATH IN THE FAMILY

- (a) All employees shall be entitled to a bereavement leave with pay for absence caused by the death of a member of the employee's immediate family. Paid leave shall be limited to five (5) days per occurrence for full time employees. An employee may use accumulated sick or vacation time for any additional leave time, subject to approval by the Chief of Police.
- (b) For the purpose of this policy "immediate family" shall include spouse, (step) children, father, mother, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter or son-in-law, the employee or their spouse's grandparents and grandchildren and the employee's spousal equivalent.

Section 4.05 PERSONAL HOLIDAY AND LEAVE

- (a) Each employee is entitled to 16 hours of personal leave per year. This personal leave may be taken at the discretion of the employee subject to the approval of the Chief of Police.
- (b) The following limitations apply to personal leave:
- 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.
 - Employees who wish to observe religious holidays which fall on a normal work day shall use their personal leave for that purpose.
 - Personal leave must be taken in the fiscal year in which they are earned. Personal leave not taken is not reimbursable.

Section 4.06 MILITARY LEAVE

(NOTE: Refer to Personnel Policy)

Section 4.07 EDUCATIONAL 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.

Article V. INSURANCE AND OTHER BENEFITS

Section 5.01 HEALTH INSURANCE

- (a) Employees will be eligible for the health insurance currently carried by the TOWN. The TOWN may substitute a comparable health insurance plan.
- (b) The TOWN will pay 90% of the premium with the employee paying the balance up to a maximum of 2% of the employee's base salary for the HSABlueCare: Compatible High Deductible HMO with Preventive Care Rider, Prescription Drug Rider, Domestic Partnership Rider with a \$2,000,000 lifetime maximum benefit.
- (c) The plan includes a \$4,000 deductible for two-person and family units and \$2,000 deductible for individuals.
- (d) A health savings account (HSA) for each participating employee shall be established and the TOWN will contribute \$3,250 for two-person and family plans and \$1,625 for single plans into the employee's HSA each year.
- (e) In situations which prevent employees from qualifying for a HSA, the TOWN will contribute up to the same amounts and in the same manner into a Health Reimbursement Account (HRA) as those employees qualifying for an HSA.
- (f) Payments into the HSA or HRA will be made in two installments: ½ on January 2nd and the other half on July 1st. For new employees, contributions will be prorated.
- (g) Any employee, who has not given notice of their intentions to resign from the Williston Police Department, who has exhausted the ½ installment before July 1st will be issued the remaining ½ of the Town's contribution upon request and with the understanding that the employee will pay back this advance should employment with the TOWN be terminated before July 1st. .

Section 5.02 DENTAL INSURANCE

Employees will be eligible for the dental insurance carried by the TOWN. The TOWN may substitute a comparable dental insurance plan. The TOWN will pay 100% of the premium. Family and dependent dental coverage is provided at no additional cost.

Section 5.03 LIFE INSURANCE

Employees will be covered under the life insurance policy carried by the TOWN on other employees.

Section 5.04 LONG TERM DISABILITY INSURANCE

The Town will carry a long-term disability policy with a 90-calendar day waiting period and a 60% of salary reimbursement.

Section 5.05 FLEXIBLE SPENDING PLAN

The TOWN will offer a flexible spending plan allowing for pre-tax payments for dependent care.

Section 5.06 PAYMENT IN LIEU OF COVERAGE

Employees eligible for medical coverage with the TOWN, who are covered through another source are eligible for a \$250 monthly stipend. Employees must sign a release and provide proof of medical benefits through another source.

Section 5.07 JURY DUTY

- (a) All employees will be reimbursed at their customary rate of pay for work absences due to jury duty or appearance as a witness in a case outside the scope of employment as compensation for jury duty or appearance as a witness in a case outside the scope of employment.

Section 5.08 RETIREMENT AND LONGEVITY PAY

- (a) Retirement - Employees will be covered by the Vermont Municipal Retirement System consistent with the provisions of Section 4.2 of the Personnel Policy of the Town of Williston.
- (b) Longevity Pay - Regular full-time and part-time employees with 10 years of consecutive full-time employment will be entitled to longevity pay equal to \$100 for each year of service worked in excess of 10 years, with an annual limit of \$500.

Article VI. EMPLOYEE DEVELOPMENT

Section 6.01 REIMBURSEMENT PROGRAM

- (a) 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 not to exceed \$1000.00 per year. In order to receive reimbursement for a course, four requirements must be met:
- The course must be approved by the Town Manager in writing prior to enrolling,
 - The course must be job related,
 - A grade of "C" or better must be obtained,
 - Adequate funds must be available in the Town's budget.

Section 6.02 COURSE COMPLETION

- (a) Upon completion of the course, a receipt for the course and an official statement of grades earned must be submitted to the Town Manager. These items must be turned in before a reimbursement check will be issued. An employee must have worked one full year before becoming eligible for these educational benefits.

Article VII. DISCIPLINE AND DISCHARGE

Section 7.01 JUST CAUSE

An employee who has completed his/her probationary period of one (1) year and becomes a permanent employee shall not be disciplined, suspended or discharged except for just cause. Such action by the TOWN shall be subjected to the grievance procedures of the Town of Williston Personnel Policy.

Section 7.02 WITHOUT JUST CAUSE

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

Section 7.03 COMPLAINTS

In the event a complaint is filed against an employee by a member of the public, another department member, another police agency, or the like, the department shall promptly notify the employee concerning the complaint filed against him/her. Notification may be suspended if it can be shown that to do so would compromise the integrity of any investigation resulting from the complaint.

Section 7.04 DISCIPLINE

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

Section 7.05 REPRIMAND

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

Section 7.06 SUSPENSION

Any permanent employee may be suspended without pay for not longer than 15 days by the Chief of Police for violation of Departmental Rules and Regulations or other just cause. In addition he/she may be suspended for an indefinite period of time if charged with a criminal offense. Such suspension shall be with pay. Other disciplinary measures that may be applied are the reduction of an officer's rank and/or pay grade by one pay grade, and the requirement of remedial measures such as participation in counseling or attendance at substance abuse seminars, if appropriate.

Section 7.07 DISMISSAL

The Town Manager or his designee may dismiss any employee for inefficiency or incapacity, insubordination, misconduct or immoral conduct, intoxication on duty, offenses against the law, or other similar just cause. The Chief of Police may recommend the discharge of an employee from the service of the TOWN for the above-stated reasons provided he submits to the employee and the Town Manager or his designee, within seventy-two (72) hours after his findings, a copy of the charges or reasons for his findings.

Section 7.08 APPEAL

The employee may appeal disciplinary actions taken against him/her by following the Grievance Process outlined in Section 7.3 of the Town of Williston Personnel Policy .

Section 7.09 RETENTION OF DISCIPLINE RECORDS

The records of an officer shall be maintained indefinitely for liability insurance purposes or when requested by other law enforcement agencies in the course of an application of an officer in the law enforcement field. After two years from the time material is placed in the employee's file the employee may request that some or all of it may be removed. If the Chief of Police and the Town Manager, after consultation, agree, then it may be removed. The decision of the Chief and the Town Manager shall not be subject to the grievance process.

Article VIII. EMPLOYMENT POLICIES

Section 8.01 EMPLOYEE RIGHTS

An employee will retain the following rights during any investigation:

- (a) An employee will not be ordered to submit to a blood test, breath test or any other test to determine the presence of alcohol or drugs except in accordance with the law.
- (b) An employee will not be required to submit to a polygraph test except in accordance with the law.
- (c) The following rules will govern the interview of employees:
 - The investigative interview will take place at a reasonable time and place.
 - The right to representation, including the right to an attorney, will be preserved.
 - The employee will have the right to know the identity of all parties present during the interviews.
 - The employee will be informed of the nature of the investigation prior to its commencement.
 - The investigative interviews will be completed within a reasonable time period. Normal breaks will be observed.
- (d) Copies of initial complaints or investigative reports, under the circumstances set forth below, will be turned over to the police officer involved upon receipt of such complaints or reports.
 - Complaints alleging police brutality;
 - Complaints alleging disrespectful treatment by the officer;
 - Complaints alleging violation of the civil rights of the complainant;
 - Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the department;
 - Complaints involving any violations of department rules and Regulations or

general orders.

- (e) The employee will be provided a written update on the status of the internal investigation every ten days upon written request. The department shall provide such report within three working days. However, failure to provide such an update shall not be cause to dismiss the complaint.

Section 8.02 PROBATIONARY PERIOD

- (a) Each newly-hired employee becomes a probationary employee upon the date of his or her employment and shall remain so until the employee has successfully completed the probationary period of 12 months continuous employment exclusive of any time spent in the basic training program for full time police officers. The probationary period shall be six months for dispatchers.
- (b) During the employee's probationary period, his or her employment may be terminated at the discretion of Management at any time. Such termination is not subject to the grievance and arbitration procedure.
- (c) Any employee who is promoted is considered to be a special probationary employee upon the date of promotion, and remains so until he/she has successfully completed a period of twelve (12) months.
- (d) If the special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the TOWN will return the employee to his/her previous job and any probationary period will cease to exist. The determination that the employee has failed to demonstrate that he/she can completely and satisfactorily perform the job shall be subject to the grievance process but only to the level of the Town Manager.

Section 8.03 SENIORITY, LAYOFF AND JOB POSTING

- (a) Department Seniority shall be based on employees' length of full time continuous service in the Town of Williston Police Department including probationary period. Seniority shall not be interrupted by authorized leave, vacation, paid sick leave, FMLA leave or job related injury.
- (b) Seniority shall prevail with regard to vacation scheduling, layoff, and recall.
- (c) Permanent employees will be laid off in reverse order of seniority.
- (d) If an employee resigns or is discharged for just cause he/she shall lose all seniority.
- (e) Promotions for any position within the Department shall be from within the Department, when there are qualified applicants in the Department. Four weeks prior to any promotion, the job opening must be posted. All qualified employees shall have ten days

to submit a letter of interest

Section 8.04 PERSONNEL RECORDS

Records and Reports: Personnel records and reports shall be treated as confidential and not releasable to the public. An employee shall have access to his/her personnel file at reasonable times. No derogatory materials will be placed in an employee's personnel file unless the employee is first made aware of that material. After two years from the time material is placed in the employee's file the employee may request that some or all of it may be removed. If the Chief of Police and the Town Manager, after consultation, agree, then it may be removed. The decision of the Chief and the Town Manager shall not be subject to the grievance process.

Section 8.05 LIGHT DUTY WORK

An employee of the Department who is on Worker's Compensation or short-term disability shall be offered light duty work to the extent that such work is available within the Department. The TOWN will not however, be required to create a light duty position simply by reason of an employee being on Worker's Compensation or short-term disability. Light duty may involve assignment out of classification and in some cases without full training.

Attachment A
Williston Police Pay Schedule
July 1, 2013 to June 30, 2014 Pay Scale

1.02

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Sgt	24.29 50,517	24.77 51,531	25.26 52,544	25.77 53,603	26.30 54,701	26.82 55,786	27.35 56,888	27.89 58,015	28.45 59,185	29.03 60,378	29.61 61,594	30.20 62,810	30.80 64,071	31.42 65,354	32.05 66,659	32.69 67,996	33.34 69,356	34.01 70,738	
		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
Officer	20.91 43,494	21.33 44,372	21.77 45,273	22.20 46,173	22.64 47,096	23.10 48,042	23.55 48,987	24.03 49,977	24.51 50,990	24.99 51,985	25.50 53,039	26.01 54,097	26.53 55,178	27.06 56,281	27.59 57,384	28.14 58,532			
		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%				
Dispatch	18.63 38,744	18.99 39,509	19.37 40,297	19.76 41,107	20.16 41,941	20.56 42,774	20.97 43,608	21.40 44,502	21.82 45,385	22.25 46,286	22.70 47,208	23.16 48,175	23.63 49,145	24.09 50,113	24.57 51,103				
		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%				