

AGREEMENT

BY AND BETWEEN

TOWN OF BRISTOL, VT

AND THE



**NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION
LOCAL 421**

July 1, [2025](#) – June 30, [2028](#)

Table of Contents

ARTICLE 1 - Preamble.....	3
ARTICLE 2 - Recognition	3
ARTICLE 3 - Non-Discrimination	3
ARTICLE 4 - Dues Deduction	3
ARTICLE 5 - Management Rights	4
ARTICLE 6 - Employee Rights	5
ARTICLE 7 - Union Business.....	5
ARTICLE 8 - No Strike – No Lock Out	6
ARTICLE 9 - Safety and Health	6
ARTICLE 10 - Care and Use of Town Equipment.....	7
ARTICLE 11 - Grievance Procedure.....	7
ARTICLE 12 - Discipline and Discharge	8
ARTICLE 13- Probationary Period.....	9
ARTICLE 14- Seniority, Promotions, and Vacancies	10
ARTICLE 15 – Officer Involved Shooting/ Post Shooting Procedures	10
ARTICLE 16 - Hours of Work and Meal Periods	11
ARTICLE 17 – Overtime, Compensatory Time and Special Duty Detail.....	12
ARTICLE 18 – Call Out Pay	12
ARTICLE 19 - Leave of Absence	13
ARTICLE 20- Holidays.....	13
ARTICLE 21 - Vacation.....	14
ARTICLE 22 - Sick Leave	15
ARTICLE 23 - Injury in the Course of Duty	16
ARTICLE 24 - Special Leaves	16
ARTICLE 25 - Fringe Benefits.....	17
ARTICLE 26 –Legal Defense Fund	18
ARTICLE 27 - Clothing and Equipment Allowance.....	18
ARTICLE 28 - Layoffs	20
ARTICLE 29 - Rest Periods and Clean Up Time	20
ARTICLE 30 – Training	20
ARTICLE 31 – Wages.....	21
ARTICLE 32 - Modification of the Agreement	22
ARTICLE 33 - Severability Clause	22
ARTICLE 34 - Availability of Contract	22
ARTICLE 35 - Personnel Policy.....	22
ARTICLE 36 – Drug and Alcohol-Testing	22
ARTICLE 37 – Performance Evaluation Program	23
ARTICLE 38 - Duration of Agreement	25
Appendix A – Wage Table & Placement	26
APPENDIX B - ACKNOWLEDGEMENT OF ARBITRATION.....	27
Appendix C – Performance Evaluation Assessment Form	28

ARTICLE 1 - Preamble

This Agreement is entered into by the Town of Bristol, Vermont, hereinafter referred to as the “Town” or “Employer” and the New England Police Benevolent Association, Inc. hereinafter referred to as the “Union” or “NEPBA.” It is the purpose of this Agreement to govern relations between the Town and the Union in securing prompt and peaceful disposition of grievances and develop a procedure to establish an equitable and peaceful means of bargaining wages, benefits, and conditions of employment.

ARTICLE 2 - Recognition

2.1 As certified by the State Labor Relations Board (Docket 17-25), the Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all full-time and regularly scheduled part-time police officers, excluding the Chief of Police, employed by the Town to work in the Bristol Police Department (hereafter “Police Department” or “Department”).

2.2 Should any new position(s) be added to the Police Department the Union shall be notified. The Employer and the Union shall meet to determine whether or not that position shall be added to the bargaining unit. If agreement cannot be reached the matter may be referred to the Vermont Labor Relations Board by the Union with a request for a determination.

ARTICLE 3 - Non-Discrimination

3.1 Neither the Town nor the Union shall in any form discriminate against, intimidate, nor harass any employee on the basis of race, religion, color, creed, ancestry, physical handicap, disability, national origin, place of birth, sex, age, marital status, political affiliation, sexual orientation, gender identity, workers’ compensation, nursing mothers, credit history, parental or family leave, veteran’s status, HIV status, pregnancy, crime victim status, membership or non-membership in the Union, filing of a complaint or grievance, and/or any other factor prohibited by law.

3.2 The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly and not to discriminate against any employee based on membership or non-membership, union activity or status.

3.3 The Town and the Union agree that there will be no discrimination against any employee for his/her adherence with any provision of this Agreement.

ARTICLE 4 - Dues Deduction

4.1 To the extent authorized in writing by employees, the Town shall, via payroll deduction, collect and forward dues and or fees for payment to the Union on a monthly basis, without liability.

4.2 In the event that an employee does not have any pay for a particular period, or in the event that an employee does not have sufficient funds, after deductions have been made for taxes, social security, pension garnishments, or other deductions authorized by the employee or required by law, then it will be the responsibility of the Union to collect dues and or fees directly from the employee.

4.3 When an Employee is not on the payroll, and is returned to said payroll, the Town will renew its deductions of Union dues and or fees so long as the authorization is validly in effect.

4.4 The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Town in reliance upon payroll deduction authorizations submitted by the Union or the Town.

4.5 Remittance of the amount of dues deducted each week shall be made to the Union Treasurer monthly.

ARTICLE 5 - Management Rights

5.1 Except as specifically limited by this agreement, the Town reserves and retains, solely and exclusively, all the rights of management.

5.2 Examples of rights of management rights include but are not limited to:

A. Direct employees in the performance of official duties;

B. Hire, promote, transfer, assign and retain employees in positions within the bargaining unit;

C. Determine the size and composition of the work force and to establish new job classifications or change the contents of existing jobs, create specialty positions, titles, or units as deemed necessary for the better management of this Town;

D. Determine the methods, means, and personnel by which such operations are to be conducted;

E. Abolish positions, specialty positions, titles, or units, or to lay-off employees;

F. Take reasonable action necessary to carry out the purposes of the Police Department which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature;

G. Contract out for goods or services;

H. Determine plans and programs to be undertaken by the Police Department;

I. Introduce new methods or change existing methods of operations or facilities;

J. Introduce new work shifts or change the schedule of existing shifts;

K. Determine the criteria for evaluating job performance;

L. Require employees to meet minimum standards of fitness.

5.3 The Town's exercise of any management right or function in a particular manner shall not preclude the Town from exercising the same right or function in any other manner, which does not expressly violate a specific written provision of this Agreement. The failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE 6 - Employee Rights

6.1 Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprimand, to join and assist the Union. Freedom to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in any official capacity, and including the right to present Union views and positions to the public.

6.2 Without limitation of the foregoing, the Town agrees that it will not knowingly recognize, aid, promote or finance any labor group or organization seeking or purporting to engage in collective bargaining with the Town so long as NEPBA represents the Union.

6.3 Bargaining unit members are free to exercise their normal civic rights and responsibilities. They retain the right to vote and freely express their opinion in all political subjects, to become or continue to be a member of any political organization or to attend political meetings. Bargaining unit members are prohibited from using their official authority to interfere with the nomination or election of any candidate for public office. The pursuit of political activities while working or through the use of Town property is prohibited.

6.4 Whenever, during the course of an investigative interview, the Town believes that an employee may face dismissal from employment, the Town will so inform the employee. An employee so requesting shall have the right of Union representation. If Union representation is not available in a reasonable time, the investigation may continue if the Town, in its reasonable discretion determines it necessary to proceed based on timeliness of the information needed and/or the seriousness of the problem.

6.5 Employees have the right of work without being subject to insulting, degrading, or exploitative treatment.

[6.6 The Town shall pay Police Department Employee's annual Vermont Police Association dues.](#)

ARTICLE 7 - Union Business

7.1 The Town shall recognize up to three (3) bargaining unit members with the following titles: President, Vice President and Secretary-Treasurer for the holding of grievances. The Union shall furnish the Town with a list of names of the above Union officials and any changes that may occur.

7.2 A designated Union official shall be afforded reasonable time during working hours to investigate a grievance and represent an aggrieved employee in the grievance procedure.

7.3 The Union agrees it will not carry on the solicitation of members or carry on any Union activity on Town time.

7.4 Reasonable arrangements if mutually agreed upon between parties may be made for meetings with or by the officers of the Union. A representative from the parent organization of the Union needing to conduct union business will be granted access to the Town premises after making an appointment through the Selectboard or their designee.

7.5 Labor Management Meetings – The Union shall designate a standing committee of three (3) bargaining unit members, which shall meet with the Selectboard, or its designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if reasonably practicable, within ten (10) business days from the date upon which such a request is received. The parties shall make a good faith effort to provide advance notice of topics. Either party may reject a request for a Committee meeting made less than four (4) months after the previous meeting. This section is not subject to the grievance procedure. These meetings are for the purpose of discussing issues impacting conditions of employment, and not for the purpose of discussing pending grievances or collective bargaining.

7.6 Meeting Place – The Union will be afforded the right to hold meetings in a Town conference room with proper notification to the Police Chief or the Town Administrator.

7.7 Bulletin Board Space – The Town agrees to provide a 2-foot X 4-foot space to be located in the Police Department, to notify bargaining unit members of everyday business and shall be the only space for union notices and shall be kept neat and orderly by the bargaining unit members.

7.8 The Town will make a reasonable effort to accommodate one (1) elected officer of the union to attend NEPBA events. Such leave shall not exceed ~~two (2)~~ four (4) days in a year and cannot be carried over year to year. Official written notice for such leave shall be submitted to the Chief of Police at least three (3) weeks before the event. Such leave shall be paid if it is used for work related training with prior approval from the Chief of Police.

ARTICLE 8 - No Strike – No Lock Out

8.1 During the life of this Agreement the Union agrees it will not authorize, sponsor, or condone any concerted work stoppage, strike, slowdown or any disruption of Town services.

8.2 The Town agrees there will be no lockout of employees during the term of this Agreement.

ARTICLE 9 - Safety and Health

9.3 Employees shall observe safe work practices, including but not limited to the wearing of appropriate protective clothing and/or equipment, the use of a seat belt or other available safety equipment when using Town or personal vehicles during work time, follow all prescribed work practices as presented in Town and or departmental procedures and policies, and immediately report to their supervisor all dangerous or potentially dangerous work conditions.

9.4 First Aid Kits – There shall be a First Aid Kit in each Department vehicle, and at the Police Department.

9.5 Bullet-Proof Vest - The Town agrees to make available to police officers personal body armor at no cost to officers as determined by the town. Body armor purchased by the Town shall be the property of the Town. Body armor shall be replaced prior to expiration of the life expectancy of the equipment.

ARTICLE 10 - Care and Use of Town Equipment

10.1 It shall be the responsibility of any employee having custody of Town equipment or property to see that it is properly cared for, kept clean and returned to its place of storage. A discovery by an employee of an unsafe condition or needed repair or replacement of Town equipment, including but not limited to safety equipment shall be immediately reported to the Police Chief.

10.2 The use of Town equipment or property for personal use is strictly prohibited unless authorized by the Department Head, or Town Administrator or Selectboard and as outlined in this Section. Employees should have no expectation of privacy regarding anything, except personal property, stored in or on-Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of workplace rules with just cause.

ARTICLE 11 - Grievance Procedure

11.1 Grievances or disputes may arise regarding the interpretation or application of this agreement and will be settled within the following Steps of the Grievance Procedure except those involving a suspension or discharge shall be filed initially at Step 3.

Step 1 - The employee and/or the Union shall submit the nature and facts of the grievance in writing to the Police Chief within ~~ten (10)~~ thirty (30) working days of the occurrence or notice of it, whichever is later. The Police Chief will meet with the aggrieved employee, supervisor and Union, if requested, within ten (10) working days of receiving the grievance and will render a written decision within ten (10) working days...

Step 2 - If a satisfactory solution is not reached under Step 1 above, the employee and/ or the Union shall submit the nature and facts of the grievance in writing to the Town Administrator within ten (10) working days of the Police Chief's decision. The Town Administrator will meet with the employee, the Police Chief and the Union, if requested, within ten (10) working days of receiving the grievance and will render a written decision within ten (10) working days.

Step 3 - If an employee is not satisfied with a Town Administrator's decision, he/she may submit a written appeal to the Selectboard within ten (10) working days of receipt of said decision. The Selectboard will schedule a hearing as part of its next regularly scheduled meeting or at a mutually agreeable date. The hearing will be of an informal nature with the employee, the employee's Union representative, if any, and Police Chief present. The employee may request that, the hearing may be public or private. The Board shall render a written decision within (10) working days after completion of the hearing.

Step 4 - If the written decision at step 3 is considered unsatisfactory by the Union, it may submit the grievance to Arbitration. Such submission to arbitration must be made within thirty (30) days from the decision rendered at Step 3. Within the aforesaid thirty (30) days period, written notice of said submission must be given to the employer by delivery in hand, by postage prepaid mail or by email to the Selectboard or their designee.

11.2 For arbitration, a single arbitrator shall preside. If the parties are unable to agree on the selection of an arbitrator the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from which a selection shall be made using the alternate, strike out methodology. The expenses for the arbitrators' services shall be equally shared by the parties.

11.3 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of the Agreement. The arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning and conclusion. The award of the arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union and the aggrieved employee. Only the issues stated in writing during the grievance process, and other matters which are closely related to such issues, may be subject to arbitration.

11.4 Failure by the Union/employee to meet the time limits specified shall result in the grievance being declared null and void and non-arbitrable. Failure by the Town to meet the time limits specified shall be deemed to be a denial issued on the last day for issuing a decision, such that the grievance is eligible to proceed to the next step. The time limits specified for grievances and arbitration may be extended by mutual written consent of the parties.

11.5.1 It is further agreed any contractual impasse will be submitted to final and binding arbitration.

ARTICLE 12 - Discipline and Discharge

~~12.1 It is agreed that nothing herein in any way prohibits the Town from discharging or otherwise disciplining any employee regardless of his/her seniority. The Town will normally adhere to a progressive disciplinary process but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted.~~ Any action taken by the Town to discipline, suspend, or discharge non-probationary employees will only be for just cause.

12.2 The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when deviation from the process is for just cause: (1) verbal warning; (2) written warning; (3) suspension (with or without pay); and (4) termination.

~~12.2 In the case of a discharge or suspension the affected employee will be entitled to a written copy of the charges and a meeting accompanied by a Union representative, if requested, with the Police Chief or his/her designee at which time the charges will be explained.~~

~~12.3 Just cause shall include, but not be limited to, the following~~ Employees are prohibited from engaging in conduct listed below and may receive discipline for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive:

- a. Absence for three (3) consecutive workdays without notifying the Police Chief or designated Town representative.
- b. Fails to return to work within two (2) days after termination of an authorized leave of absence.
- c. Failure to report to work to the Police Chief or Supervisor within seven (7) working days from recall from lay-off, unless otherwise arranged with the Police Chief's approval.
- d. ~~Any reason for discipline specified in the Town of Bristol Personnel Policy in effect at the time of ratification of this agreement.~~ Engaging in any illegal activity.
- e. Refusing to do assigned work or failing to carry out the reasonable lawful assignments of a Supervisor, Department Head, Town Administrator, or Selectboard.

- f. Being inattentive to duty, including sleeping on the job.
- g. Intentionally falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- h. Being repeatedly or continuously absent or late, being absent without notice, satisfactory reason or leaving one's work assignment without appropriate authorization.
- i. Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- j. Engaging in any form of harassment including sexual harassment.
- k. Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- l. Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- m. Fighting, ~~engaging in horseplay~~ or acting in any manner which endangers the safety of oneself or others, unless in direct performance of their official duties. This includes acts of violence as well as threats of violence.
- n. Stealing or possessing without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- o. Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- p. Willful violation of Town rules or policies.

12.4 Personnel Records –

- a. Employees shall be given and have access to their own personal file at reasonable times during normal office hours. The Union shall have access to any bargaining unit member's records upon written authorization by the employee involved.
- b. Whenever an evaluation or discipline record is inserted into the personnel file, the employee shall be promptly notified and given a copy of such material.
- c. The Union or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file.

ARTICLE 13- Probationary Period

13.1 An employee will be considered a new employee until he or she completes a probationary period of twelve (12) months of work. During the probationary period, the Town may suspend or discharge the employee without cause and the grievance procedure shall not apply.

ARTICLE 14- Seniority, Promotions, and Vacancies

14.1 Definition – A bargaining unit member's seniority is the length of continuous employment by the Town as a Police Officer since the last date of hire.

14.2 Seniority List - Up to one time per calendar year, the Union may request the Town provide an up to date seniority list of bargaining unit employees showing their date of hire as it pertains to seniority.

14.3 Termination of Seniority - Seniority and Bargaining Unit employment relationships shall be terminated when an employee voluntarily resigns, leaves a position covered by the bargaining agreement, is discharged for just cause, retires or is retired, quits, is laid off for a period in excess of two (2) years or the length of service of the employee, whichever is less.

14.4 Non-Application of Seniority - Seniority does not necessarily give employees any preference for particular types or work, places to work, machines or equipment.

14.5 Promotions and Vacancies –

- a. Whenever the Town decides to permanently fill a vacancy or promotion within the bargaining unit, the position will be posted and interested employees may apply for such positions.
- b. The posting shall include job title, description, pay grade, qualifications, where and how to apply. The posting shall be on bulletin boards in each location where the Employer customarily posts notices and shall remain active for at least ten (10) working days. Outside advertising may be concurrent with the posting.
- c. Where all other factors (such as skills, ability, licenses, experience, work record, etc.) are relatively equal, consideration should be given to which candidate has the most departmental seniority.

14.6 Upon vacancy of the position of Chief of Police, the Union shall be granted a seat on any and all committees formed by the Selectboard in the hiring process for a new Chief of Police. The bargaining unit members of the Local shall elect their representative for such committees.

ARTICLE 15 – Officer Involved Shooting/ Post Shooting Procedures

15.1 Administrative leave and counseling will be authorized by the Police Chief and Town Administrator for police officers involved in officer involved shootings or use of force situations where serious bodily injury or death results. The Police Chief and Town Administrator may recommend leave and counseling durations on a case by case basis. See Post-Shooting procedure in Bristol Police Department's procedure manual.

This leave will not be deducted from the officers' vacation, compensatory, or sick/personal leave time. This paid administrative leave is intended for the well-being of the officer and will not be considered as a disciplinary action. This section shall not waive the rights of the Town to take disciplinary action as the result of a deadly force incident, in cases, it deems appropriate in accordance with the disciplinary section of this agreement.

15.2 The New England Police Benevolent Association employs a Critical Incident Response Team, available 24 hours a day, 7 days a week, to their members in the case a critical incident occurs.

The critical incident number is (866) 577-2251 and all bargaining unit members shall be allowed to call at any given time when members are involved in a shooting or other critical incident.

ARTICLE 16 - Hours of Work and Meal Periods

16.1 A work week for a full time Bristol Police Department employee is 40 hours.

16.2 The normal work week includes approved non-work time such as holidays and leave.

16.3 The normal work week shall be:

a. **Police Department**

The workday shall consist of one (1) ten (10) hour shift with at least fourteen (14) hours of rest between shifts, or one (1) twelve (12) hour shift with twelve (12) hours of rest between shifts.

The normal work week shall consist of four (4) ten (10) hour workdays followed by three (3) consecutive days of rest, or three (3) twelve (12) hour workdays and one (1) four (4) hour workday followed by three and one half (3.5) consecutive days of rest, within a period of seven (7) consecutive calendar days, except under emergency conditions in order to properly fill shifts with existing personnel.

For the purpose of this paragraph, a day shall consist of twenty-four (24) hours.

16.4 At the discretion of the Police Chief, a flexible schedule may be permitted provided that all essential department needs are met and the full work week hours of the department is expected of all employees, unless a flex schedule has been approved, as discussed above.

16.5 Meal periods shall be included as time actually worked for full-time and part-time members of the Police Departments.

16.6 Each employee shall have a work shift with a regular starting and quitting time.

16.7 To amend the regular starting and quitting time of an employee or group of employees, the Town shall give the affected employees and the Union at least five (5) working days' notice, except in cases of emergency.

16.8 Employees with prior approval of the supervisor may agree to swap shifts and/or days off within a single work week without any added benefit stated in this agreement.

16.9 An employee may be required to work beyond his or her regular shift if necessary to complete an investigation or call for service. In all cases where an officer works beyond their scheduled end time the Chief of Police will be notified when practical.

16.10 During daylight savings officers who work the overnight shift will receive one (1) hour overtime in November on the date of daylight savings time switch, and be compensated for a full ten (10) or twelve (12) hour workday (per schedule structure) in March at the date of day light savings time switch.

ARTICLE 17 – Overtime, Compensatory Time and Special Duty Detail

17.1 Hours worked by employees outside their regularly scheduled workday or workweek which exceed forty (40) hours per week shall be paid at a rate of one and one half times their regular rate of pay.

17.2 In place of overtime pay employees may accrue compensatory time off subject to the following conditions:

- a.) Compensatory time shall be earned at a rate of one and one half (1.5) hours for each hour worked.
- b.) An employee may accrue a maximum of 60 hours of compensatory time.
- c.) An employee may “cash out” and be paid for any accrued compensatory time in lieu of time off.
- d.) Upon separation of employment, an employee shall be paid for all unused compensatory time at their current rate of pay.

17.3 An employee who has accrued compensatory time shall be permitted to use such time off, given such use does not create an undue burden to the Department. Requests for use of compensatory time must be submitted to the Chief of Police or their designee, who will have sole discretion to grant or deny the request. Requests for use of compensatory time will not unreasonably be denied.

17.4 In no case shall the employee receive less than four (4) hours of compensation at the applicable rate of pay, as appropriate for working a billable special detail. An example of said time would include, but not limited to contracted roadwork or a hired detail. The hourly rate for a billable special detail shall be fifty (50) dollars per hour worked, except for nonprofit organizations based in the Town of Bristol, such as the 4th of July Committee, which shall be at time and one half per hour worked. Extra duty details will be offered to available full time employees, by seniority, before being offered to part time employees. Employees assigned to such duties shall at all times be considered to be working in the scope of their duties for the Town.

ARTICLE 18 – Call Out Pay

18.1 When an officer after departing from their regularly scheduled shift is ordered to report back to work, he/she shall be compensated for a minimum of three (3) hours, at the rate of time and one-half unless the work lasts beyond three (3) hours, they will be compensated at the rate of time and one-half for the hours actually worked. If physical presence of the officer is not necessary and the matter can be handled via phone call, the officer shall be compensated for a minimum of one (1) hours, at the rate of time and one-half.

18.2 When an employee is ordered to report to work on a scheduled day off, he/she shall be compensated for a minimum of three (3) hours, at the rate of time and one-half.

18.3 When an officer is required to appear for work related court proceedings to include but not limited to preparations with the State’s Attorney, or anything related to judicial process, outside of their regularly scheduled work hours, the officer shall be compensated for a minimum of three (3) hours, at the rate of time and one-half their regular rate of pay. Should the proceedings last longer than three (3) hours, the officer shall be compensated for the actual hours they were required to be present.

Witness Preparation and Testimony: The Municipality acknowledges the importance of accurate testimony and an employee's need for dedicated time in order to review facts, circumstances, and exhibits in advance. When an employee is requested to appear in court to testify for any instance arising through the course of their duties, the employee typically requires adequate court preparation time. Court preparation time includes, but is not limited to, meetings with prosecutors, individual Officer preparations, or study time, which shall be no less than a two (2) hour block of time (and more if necessary, depending on the complexity of the case) and shall be made available more than twenty-four (24) hours prior to the scheduled court date. Court preparation time may be scheduled on or off duty so long as the employee will not be unreasonably interrupted. The Chief of Police shall support all employees when these situations arise and in his/her discretion will contact the respective State's Attorney's Office, if need be, when an employee needs assistance coordinating and scheduling court preparation time with the assigned prosecutor. All attempts to schedule preparation time with the State's Attorney's Office and assigned prosecutor shall be documented.

18.4 Officers may be scheduled to be on call when no officer is scheduled. On call officers will receive compensation at a rate of ~~ten~~ fifteen percent ~~(+10%)~~ (15%) of their regular rate of pay for each hour they are on call even if they get called to duty during that time. On call officers must be able to report to the station within thirty (30) minutes to perform their duty. Employees scheduled to be on call may utilize a cruiser, if available, for responding to and from work for the Town. On call hours will be equitably scheduled among all available full time officers. No officer will be required to be on call after the end of their last shift for the week.

ARTICLE 19 - Leave of Absence

19.1 The Selectboard, shall have sole discretion whether to grant leave of absence without pay to an employee. Each request will be considered in its own merit and shall not set precedent. Benefits do not accrue while an employee is on leave of absence, which exceeds two weeks. Health insurance may be continued at the Town's discretion if the employee pays the full premiums.

19.2 Unpaid leave of absence will not be available until an employee has completed one year of employment. In all cases the leave of absence will be for a designated period of time and not more than 6 months without review by the Selectboard. The Selectboard may extend the leave of absence for up to another 6 months on a case by case basis.

ARTICLE 20- Holidays

20.1 The Town of Bristol does not recognize Town Meeting Day as a paid holiday. An employee is entitled under 21 V.S.A. § 472b to take unpaid leave from employment for the purpose of attending their annual town meeting, provided the employee notifies their Department Head or designee, at least seven days prior to the date of the town meeting and provided that such leave does not interrupt the essential operation of town government. The employee may also choose to use vacation leave or sick time for this purpose.

The following holidays shall be recognized by the town in regards to the police department:

- a.) New Years Day (January 1st)
- b.) Martin Luther King Jr. Day (3rd Monday of January)
- c.) Presidents Day (3rd Monday in February)
- d.) Memorial Day (Last Monday in May)
- e.) Juneteenth (June 19th)
- f.) Independence Day (July 4th)
- g.) Labor Day (1st Monday in September)
- h.) Indigenous People's Day (2nd Monday in October)

- i.) Veteran Day (November 11th)
- j.) Thanksgiving Day (4th Thursday in November)
- k.) Day After Thanksgiving (4th Friday in November)
- l.) December 24th (Half Day)
- m.) Christmas Day

~~No employee will be allowed to bank holidays to be used at a later date.~~

For employees not normally scheduled to work weekends, holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. Holidays that fall during an employee's vacation leave will not be charged as vacation leave. Holiday pay shall not be counted as hours worked when calculating overtime, but may be banked as holiday compensatory time, which shall be paid out annually on June 30th at the employee's straight time rate. Holiday compensatory time may not be used if it will result in overtime.

20.2 Employees will receive holiday pay for the number of hours in the employee's typical work day on which the holiday falls, at the employee's regular rate of pay. Employees required/scheduled to work on the holiday will receive time and one half pay for all hours worked in addition to their holiday pay.

ARTICLE 21 - Vacation

21.1 Full- time employees will accrue vacation at the following annual rates:

1-12 months	40 hours/year
13-60 months	80 hours/year
61-120 months	120 hours/year
121-240 months	160 hours/year
241 months on	200 hours/year

21.2 Full-time employees working less than 40 hours a week shall accrue vacation time at the rate of their scheduled work week. (For example, an employee working 32 hours per week will accrue 32 hours per year in vacation time.)

21.3 Vacation leave accrual begins on the date of hire on a monthly basis. Vacation time will be front loaded on July 1, allowing it to be used before accrued. An employee may not take vacation during his/her probationary period without approval of the Chief of Police.

21.4 Full-time employees will receive vacation leave pay at the employee's regular rate of pay. Leave must be taken in a minimum of 15-minute increments.

21.5 Employees are strongly encouraged to take an annual vacation. Requests for vacation should be submitted to the Chief of Police as soon as possible in advance of the requested time off and approved by the Chief of Police. Vacation leave requests will not be denied unless the request unduly disrupts Town operations.

21.6 If an employee does not use all of the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of eighty (80) vacation hours. Any unused, accrued vacation leave that exceeds eighty (80) hours will be paid out on the final pay period of the fiscal year at the employees' current rate of pay.

21.7 An employee who resigns from employment in good standing with the Town will be compensated for unused, accrued vacation leave, with the exception of any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time.

ARTICLE 22 - Sick Leave

22.1 Eligible full-time employees will accrue ~~eighty (80)~~ one hundred twenty (120) hours of paid sick leave each year. Full-time employees will receive sick leave pay at the employee's regular rate of pay.

22.1A To be eligible for sick leave, a part-time employee must work at least an average of 18 hours per week and be scheduled to work more than twenty 20 weeks during the year. Part-time eligible employees meeting these 18 hr and 20 wk thresholds are entitled to accrue one hour of sick leave for every 52 hours worked. ~~The Town may limit an employee's accrual and use of sick time to 40 hours in a 12-month period.~~

Eligible part-time employees are permitted to carryover unused, accrued sick time from one calendar year to the next year, up to 40 hours.

Eligible part-time employees will receive prorated sick leave pay based on the number of hours the employee is regularly scheduled to work in a week.

22.2 An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- a. A medical/dental appointment
- b. An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- c. Any other appointments authorized in advance by the employee's Department Head.

Accrued paid sick leave can also be taken for the following reasons:

- The employee is ill or injured.
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.
- Following the birth of a child or adoption, up to the employees accrued amount.

22.3 All sick leave must be used in 15 min increments.

22.4 Extended Illness. An employee who incurs an illness, which extends beyond the duration of accrued sick leave, vacation time or other accrued leave, shall automatically be considered on leave of absence without pay.

22.5 An employee who will be absent because of an illness will be expected to call by phone to his/her supervisor or Police Chief at least four (4) hours before their shift.

22.6 Upon separation from employment, any full-time employee in good standing will be compensated for unused, accrued sick leave on a pro-rated basis and determined on employment upon the number of months worked since July 1st. Any employee hired after July 1, 2017, may accrue sick time as outlined above, but will not be paid at separation of employment.

22.7 Full-time employees may carry over, from fiscal year to fiscal year, up to 160 hours of sick\personal leave. As of the first of each July, sick\personal leave accrued over 160 hours will be exchanged at the rate of 20 hours of sick leave for 10 hours of vacation leave.

ARTICLE 23 - Injury in the Course of Duty

23.1 Employees injured on the job must report the injury to the Police Chief as soon as reasonably practicable after the injury.

23.2 Employees who are unable to perform their regular jobs due to injury in the course of duty may in the discretion of the Town be assigned to any task within their capabilities, including assignment to other Town departments.

ARTICLE 24 - Special Leaves

24.1 Full time employees may, at any time after employment begins, be granted special leave (with pay unless otherwise specified) in the following situations:

- a. Funeral. Up to a maximum of three (3) work days for death in an employee's immediate family. Immediate family is defined as: employee's spouse, children, brothers, sisters, parents, parents of employee's spouse, and grandparents. Upon request to the chief, up to five (5) days may be granted if the employee has to travel outside the New England States to attend funeral services. Vacation leave may be permitted for deaths of more distant relatives or friends. All funeral leave days must be taken consecutively.
- b. Personal. Up to a maximum of ~~two (2)~~ three (3) work days each fiscal year personal leave. The employee will not be required to specify the reason for the personal leave use. No personal leave shall be ~~carried forward to another fiscal year, nor shall any personal leave be~~ paid upon termination of employment. Use of personal leave shall be reasonably requested in advance when feasible, and the Chief shall grant personal leave requests when not unduly disruptive.
- c. Military. The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4303 et seq., and 21 V.S.A. § 491 et seq. Employees who take military leave subject to the provisions of these laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the leave may be used.
- d. Jury. The Town will compensate employees the difference between their regular rate of pay and their compensation for their service as jurors or witnesses when unrelated to their status as a Town employee. The employee will be compensated at their regular base salary. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the

Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment. The Town will pay the difference only when the employees' regular rate of pay exceeds their compensation as a witness.

24.2 Newborn, Adoption, and Dependent Care Leave of Absence

To the extent that the following statutory provisions are applicable to the employee, the Town shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the Town's policies and practices. The Town may designate qualifying leave as PFLA and/or FMLA leave. ~~Leave under this subsection shall not be subject to grievance and arbitration provisions of this Agreement.~~

24.3 Accrued Leave Information – An employee may inquire at any time as to the status of their accrued leave and will be notified annually as to the status of their accrued sick leave.

ARTICLE 25 - Fringe Benefits

25.1 Insurance

The Town shall on behalf of the full time employees covered by this agreement contribute an amount up to eighty-five percent (85%) of the ~~MVP Gold QHDHP Blue Cross Blue Shield Gold or Blue Rewards Gold CDHP~~ plan premium for any plan that an employee chooses (single, couple, parent and children, family) through Vermont Health Connect. Full-time employee covered by this agreement will be responsible for no more than fifteen percent (15%) of the health insurance premium through weekly payroll deductions.

The Town shall establish a Health Savings Account (HSA) for each employee electing coverage under the Town's group health insurance plan. The HSA plan for each employee shall be funded every six months in the amount of \$1,400 for a single plan, \$1,700 for a two persons employee w/children plan, or family plan. The HSA funding amounts shall be pro-rated for eligible part time employees. If the Municipality increases the HSA funded amounts for any other Employees, then the HSA funded amounts identified in this agreement shall be increased in equal amounts.

Retiring employees may continue to obtain their health insurance through the Town under a "retiree section" of the Town's group health insurance, until they reach the age of Medicare eligibility. To participate, the retiring employee must have completed ten years of service and reached a minimum age of 55. Retired employees will be expected to pay the full cost for this insurance.

The Town will pay 100% of the premiums for Long and short Term Disability and for Life Insurance coverage with benefits equivalent to coverage in effect at the time of the effective date of this contract.

25.2 Pension Plan: All full-time employees shall become members of the Vermont Municipal Employees' Retirement System (VMERS) Plan C program.

All Employees employed by the Town prior to the July 1, 2023 may choose to remain in VMERS Plan C. Any qualified employee hired after July 1, 2023 must enroll in VMERS Plan D. A qualified employee enrolled in VMERS Plan C who chooses to transfer to VMERS Plan D must notify the Town in writing by

March 1st of the year the employee wishes the change to become effective. An employee transferring into VMERS Plan D will be required to forfeit their step on the following July 1st when the plan becomes effective.

The Town also offers full time employees a differed compensation plan paid entirely by the employee. This plan is a voluntary retirement savings account, created under Federal and State law, enabling employees to contribute a portion of their compensation free from current Federal and State income taxes to an investment savings plan (up to allowable limits determined by the Federal IRS rules). The amount saved accumulates tax deferred until the plan amounts are distributed (generally after retirement). The plan is regulated by the Internal Revenue Code Section 457 and State law

25.3 Flexible Benefits: Full time employees who opt not to be covered by health insurance shall receive \$4,000 per year in lieu of health insurance.

25.4 Gym membership: Gym membership shall be paid or reimbursed at a rate to be determined from time to time by the Selectboard for the promotion of employee wellness. The Chief of Police or Town Administrator may require proof from participating employees that the membership is being utilized to an extent that justifies its cost and/or renewal.

Members of the police department shall continue to be afforded unfettered access to the fitness areas at the Bristol Fire Department and Bristol Police Department. If at any time, for any length greater than 14 days, access is removed from either location, the Town shall contribute \$50 per month, per officer as a reimbursement for a gym membership.

25.5 Wellness Days: Each bargaining unit employee will have the opportunity to earn up to three (3) wellness days per fiscal year by volunteering to receive a mental health checkup up to three times during the fiscal year. For each mental health check up with a licensed professional of the employees choosing, the employee shall receive a wellness day to be used under the same guidelines as vacation days. The Town will only require the employee provide a note from the qualified professional the employee was seen by and attended a full session of approximately 45 to 60 minutes long. Telehealth is acceptable, but in person sessions are preferred. There is no restriction on the time frame for the employees three sessions other than both being within the same fiscal year. Wellness days will not be paid out at the end of a fiscal year or carried over to another fiscal year.

ARTICLE 26 –Legal Defense Fund

In the event that 1) the Vermont Legislature enacts any law during the duration of this agreement which increases the potential civil liability of individual officers for acts and/or omissions occurring within the scope of their lawful duties; and 2) the Town of Bristol's liability coverage carrier ceases to provide liability coverage for claims premised on the acts and/or omissions of officers occurring within the scope of their lawful duties, then, upon proof by an active duty officer who has enrolled into the National Law Enforcement Officers' Legal Defense Fund, the Town shall reimburse said officer in an amount not to exceed \$400.00 per year.

ARTICLE 27 - Clothing and Equipment Allowance

27.1 Officers will be provided uniforms and equipment along with paid laundry service to the extent reasonably necessary to perform their duties. Sufficient uniforms will be provided to allow time for laundering and service. Uniforms and equipment damaged in the line of duty will be replaced at the Town's expense upon approval of the Chief of Police.

An equipment allowance up to \$400.00 will be reimbursed to each full-time certified officer each fiscal year.

27.2 The Town shall provide, but not limited to, the following equipment to newly hired full time officers:

3 Short Sleeve Shirts
3 Long Sleeve Shirts
4 Pants
1 Winter Jacket
1 High visibility rain jacket
1 High visibility traffic vest
1 Hat
1 Hat badge
1 Baseball style hat
1 bulletproof resistant vest with internal and external carriers, approved by the Chief of Police.
1 Duty belt with liner
4 Belt keepers
1 Handgun with 3 associated magazines
1 Associated handgun holster
2 Sets of handcuffs
1 1.5 oz Aerosol container of OC (if certified)
1 Portable radio and holster
1 1 Baton and Holder
1 Flashlight
1 Department body camera
2 ID cards
1 Duty badge
1 Off duty badge
Sufficient ammunition for training and duty
Sufficient pouches to carry assigned equipment
1 Department cell phone

27.3 At the employees' expense, they may purchase and wear on their uniform a single pin or patch, of a reasonable size, displaying the American flag, or an official symbol of a military branch in which they previously served. A "black band" may be worn around an employee's badge in honor of injured and fallen officers. An employee may display the Union insignia and the thin blue line flag within the police department.

27.4 The Town shall install and maintain a suitable and appropriate partition separating the front seats from rear passenger transport section, to include a half rear seat partition, of all Town owned patrol vehicles.

27.5 The Town shall install and maintain a suitable and appropriate long gun rack which allows for a shotgun and rifle to be securely stored in the front of all Town owned patrol vehicles.

a.) The Town shall make it a priority to ensure each officer is certified in the use of a patrol rifle and shotgun, and completes state qualifications annually.

27.6 The cost of maintaining all clothing and equipment in this section shall be paid by the Town.

ARTICLE 28 - Layoffs

28.1 Layoffs - Any Town employee may be laid-off when necessary because of change in the function or organization of a department, financial restrictions, changes in work demands, elimination of job categories, or similar reasons. Employees so affected shall be notified sixty (60) working days in advance of the action to be taken. To the extent possible, layoffs shall be made in inverse order of seniority, provided a more senior employee whose position is eliminated is qualified to perform the duties of the position of a less senior employee. Decisions regarding recall of employees who have been laid-off shall be made taking into consideration the same factors used to make layoff decisions.

28.2 Recall- An employee shall be recalled in reverse order of layoff. An employee shall retain recall rights for not more than three (3) years, or until refusal of offer of a job in the Department, whichever occurs first, provided the employee (a) has the ability to perform the job in a competent manner and (b) possesses certification by the Vermont Criminal Justice Training Council.

ARTICLE 29 - Rest Periods and Clean Up Time

29.1 Rest Periods – All employees' work schedules will provide for a fifteen (15) minute rest period during the first one-half shift. The rest period shall be scheduled at the middle of each one-half shift, whenever this is feasible and be taken under the established practice of the Police Department.

ARTICLE 30 – Training

30.1 Town-Initiated Training. The Department will make available periodic training to employees. The nature and frequency of training shall be determined by the Chief of Police. Training may or may not be performed by the Town. The Town shall bear expenses for training to which it assigns employees.

30.2 When travel time is required for training, the Town will pay the applicable wage rate for travel time as estimated by Google maps or equivalent between the Town of Bristol and the training location, or employee residence and training location, whichever is less. Where an employee chooses to commute to the Police Academy without using a Town vehicle and where the training is for multiple consecutive days, the employee will be paid mileage and travel time for one round trip and the equivalent of the academy food and lodging cost for each day. Where an employee chooses to commute to the Academy and is authorized to use a Town vehicle, one round trip travel time shall be paid per training day.

30.3 Police Officers will be required to attend yearly in-service training as prescribed by Vermont State Statute. The cost of such training will be paid by the Police Department. Training must be approved by the Chief or their designee.

30.4 Mandatory training during non-working hours shall be counted for overtime, except for basic training at the Police Academy for full-time certification.

ARTICLE 31 – Wages

31.1 General Increases – All employees shall be placed in a step system as identified in Appendix A of this agreement.

Effective July 1, 2023 the step system shall be adjusted annually by a cost of living adjustment of 4% as identified in Appendix A of this agreement.

The Town may place a newly hired employees into a step commensurate with their prior experience, not to exceed one step for each two years of full-time experience and/or one step for each three years of part-time experience and not to exceed step 10. The town shall notify the Union when an official offer of employment, full or part time, has been made by sending a copy of the offer letter to the Union Local President and Vice President.

31.2 Step Movement - Employees shall move one step on July 1 annually.

31.3 Night Shift: A shift differential of \$1.50 per hour will be paid to employees who are required to work from 6:00 P.M. to 6:00 A.M.

31.4 Weekend Day Shift: A shift differential of \$1.00 per hour will be paid to employees who are required to work Saturdays or Sundays from 6:00 A.M. to 6:00 P.M.

31.5 Weekend Night Shift: A shift differential of \$2.50 per hour will be paid to employees who are required to work Saturdays or Sundays from 6:00 P.M. to 6:00 A.M.

31.6 Officers attending the Vermont Police Academy for basic full-time, part-time certifications, or any other training or working details will not receive shift differentials.

31.7 Officer in Charge Pay -When the Chief of police appoints an officer in charge in the Chief's absence such officer shall be paid 5% in addition to their regular rate for all hours while in charge and on duty.

ARTICLE 32 - Modification of the Agreement

32.1 No agreement, understanding, alteration, or violation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

32.2 The failure of the Employer or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term of condition and the obligation of the Union and the members to such future performance shall continue in full force and effect.

32.3 This Agreement embodies the full and complete understanding of the parties as to the terms and conditions of the employment covered by this Agreement. To the extent any present or past practices are inconsistent with the terms of the Agreement, the terms of this Agreement shall control regardless of whether either party to this Agreement was aware of such practices at the time this Agreement was executed.

ARTICLE 33 - Severability Clause

Contract and the Law – Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34 - Availability of Contract

Within thirty (30) days of ratification, at least four (4) copies of the new contract will be provided to the local for review. The Union shall proofread the Agreement for accuracy and be prepared to execute four (4) original signed copies within thirty (30) days of receipt. Within thirty (30) days of the Union signing, the Town shall provide two (2) fully executed original signed copies of the contract to the Union.

ARTICLE 35 - Personnel Policy

Provisions of the Town of Bristol's Personnel Policy, in effect at the time of this agreement's ratification, are applicable to employees covered by this agreement, except where this agreement modifies, supersedes, or conflicts with a provision of the Town's Personnel Policy, this agreement shall control. Any changes in the Town of Bristol's Personnel Policy or the working conditions of the Bristol Police Department which are not addressed in this agreement shall be brought to the attention of the other party.

ARTICLE 36 – Drug and Alcohol-Testing

The following conduct is prohibited by all employees covered by this agreement during working hours, and/or while using municipal equipment:

- The use of alcohol
- The use of drugs except in the manner prescribed by a duly licensed physician or dentist
- Being under the influence of alcohol or drugs
- The possession, sale, transfer, or purchase of illegal drugs, unless in direct performance of their official duties.

An employee who engages in any of the above behaviors will be subject to disciplinary action, which shall follow the procedure outlined in Article 12 of this document.

ARTICLE 37 – Performance Evaluation Program

The evaluation of an employee's daily work activities under the philosophy of Community Oriented Policing is an important means for management to ensure that continued high standards of performance are achieved by all employees. The department is committed to providing feedback to all employees on their level of performance so the employee can know that the department recognizes good and outstanding performance, work to improve performance and know that the documentation of actual performance will occur. To achieve this end and to comply with department guidelines, it shall be the policy of the Bristol Police Department to adopt a Performance Evaluation Program as follows:

The performance evaluations will not be used as a reason for discipline, but may be used as supplemental documentation. Performance evaluations are intended to be used as a means to identify and improve upon performance. It provides a way to let employees know how they are doing and what will be expected of them in the future.

PROCEDURES

Evaluations:

Once each year, the performance of each employee shall be evaluated. The evaluation will be conducted by the Chief of Police and will be based on the positions and assignments of that employee for that one-year period.

The Performance Evaluation Form will be filled out by the Chief and discussed with the Town Administrator for review. If the Town Administrator does not agree with the evaluation, they may suggest that a change be made but cannot require it. The Town Administrator may attach an addendum to the evaluation which reflects their opinion if they deem appropriate. The form shall then be reviewed with the employee and Chief for feedback and counseling. The Chief of Police will sign the form and the original will be placed in the employee's personnel file and kept for two years. A copy will be provided to the employee.

Scope of Evaluations:

Prior to the beginning of each evaluation period, each employee will be made aware of the scope of the evaluations by their evaluator. This will include expected tasks, levels of performance and the manner in which they will be evaluated. Employees will receive a copy of their job description for their particular job assignment.

Notice of Performance Needing Improvement:

If During the evaluation process, an employee's rating on one or more factors is judged to need improvement, their supervisor will notify the employee at the time of the appraisal. The immediate supervisor, with input from the employee, will develop a plan to improve the employee's performance in the areas in question.

Rater / Evaluator Training:

Prior to conducting an evaluation, the Chief will receive instructions in the performance evaluation process. This instruction will include: methods of evaluation, rate responsibilities, coaching techniques and standard procedures for the completion of the Performance Evaluation Form.

Responsibility of the Rater / Evaluator:

It will be the responsibility of the Chief to conduct each evaluation in an impartial and objective manner. The evaluation should be as complete as possible. Every attempt should be made to ensure that an employee receives recognition for good work performance along with any discussion of areas needing improvement.

Ratings:

Each area of evaluations will be rated as one of the following:

- NOT OBSERVED / APPLICABLE
- NEEDS IMPROVEMENT
Performance sometimes reaches expected standard but is inconsistent. Performance is marginal and need to improve. Plan(s) to enhance performance should be developed.
- EFFECTIVE
Performance meets normal expectations. Overall contribution is good. Achievements on assigned tasks are consistently satisfactory and sometimes exceed expectations.
- OUTSTANDING
Performance is consistently of exceptional quality. Assigned tasks are completed with superior results in all areas. Contributions toward departmental goals are unique, beneficial and noticeably outstanding. A top achiever.

FEEDBACK / COACHING:

A feedback session will be held in private. During the feedback session, the employee will be given the opportunity to read the completed Performance Evaluation Form and discuss the results with the Rater/Evaluator. The employee will be given the opportunity to comment on the overall evaluation of individual ratings received, either orally or in writing.

APPEAL PROCESS:

The employee will be given the opportunity to disagree with the evaluation. If not resolved to the employee's satisfaction, appeals will be subject to the Grievance Procedure but not subject to arbitration provision of this agreement.

UTILIZATION OF PERFORMANCE EVALUATIONS:

The performance evaluation process and form will be used to enhance individual performance and identify specific areas where training might be appropriate. The form will not be used for any disciplinary purposes, but may be used as supplemental documentation.

REVIEW OF EVALUATION SYSTEM:

A committee consisting of the Town Administrator or their designee, the Chief of Police, and two designated members of the Union, may review how well the system functions and services the department, if either side feels a review is necessary. The review will also include the Performance Evaluation Form to determine if it meets current department needs and objectives.

AREAS OF EVALUATIONS:

The areas of evaluations shall be as follows:

- Professional Appearance
- Adaptability
- Initiative
- Use and Care of Equipment

- Working Knowledge of Laws
- Working Knowledge of Rules and Regulations
- Working Knowledge of Patrol Tactics
- Working Knowledge of Completing Forms
- Verbal Communication
- Rapport with Officers and Citizens
- Time Management
- Problem Identification
- Implementation of Plan of Action
- Management of Assignments and Supervision
- Completion of Incident Reports
- Appropriate Follow Up
- Safety Awareness
- Handling Prisoners
- Self-Control in Stressful Situations
- Use of Communication Equipment
- Timely Completion of Training

For evaluation form see Appendix C

ARTICLE 38 - Duration of Agreement

38.1 This Agreement shall take effect upon ratification and shall continue in full force and effect for a term ending on June 30, [2028](#), but all obligations of the Employer under this Agreement to pay wages and provide benefits are subject to town meeting appropriation

38.2 This Agreement shall automatically remain in full force and effect until a new successor Agreement has been reached. Should either party wish to begin collective bargaining discussions for a successor Agreement, notice of such intent may be made in writing to the other party no sooner than 180 days before the expiration of the term of this Agreement.

IN WITNESS THEREOF, this Agreement, which shall take effect as a sealed instrument, has been executed in triplicate originals at Bristol, Vermont, on this ____ day of _____, [2025](#), by the parties hereto.

Christopher R. Hoar

For the Town of Bristol

For New England PBA

Local President

Local Vice President

Appendix A – Wage Table & Placement

Step	2025		2026		2027	
	Patrol	Sgt.	Patrol	Sgt.	Patrol	Sgt.
1	26.24	27.55	27.29	28.65	28.38	29.80
2	26.90	28.24	27.97	29.37	29.09	30.54
3	27.57	28.95	28.67	30.10	29.82	31.31
4	28.26	29.67	29.39	30.86	30.56	32.09
5	28.96	30.41	30.86	32.40	32.09	33.70
6	29.69	31.17	31.63	33.21	32.89	34.54
7	30.43	31.95	32.42	34.04	33.72	35.40
8	31.19	32.75	33.23	34.89	34.56	36.29
9	31.97	33.57	34.06	35.76	35.42	37.19
10	32.77	34.41	34.91	36.66	36.31	38.12
11	33.59	35.27	35.78	37.57	37.22	39.08
12	34.43	36.15	36.68	38.51	38.15	40.05
13	35.29	37.05	37.60	39.48	39.10	41.05
14	36.17	37.98	38.54	40.46	40.08	42.08
15	37.08	38.93	39.50	41.47	41.08	43.13
16	38.00	39.90	40.49	42.51	42.11	44.21
17	38.95	40.90	41.50	43.57	43.16	45.32
18	39.93	41.92	42.54	44.66	44.24	46.45
19	40.92	42.97	43.60	45.78	45.34	47.61
20	41.95	44.04	44.69	46.92	46.48	48.80

Placement 7/1/25

Graham S PS - 13
 Smith P PS - 7
 Nukic P PS - 7

APPENDIX B - ACKNOWLEDGEMENT OF ARBITRATION

In accordance with the §5652(b) of Title 12 V.S.A., Chapter 192, Arbitration Act, the following addendum is added to the agreement.

It is understood that this Agreement between the Town of Bristol and the New England Police Benevolent Association, Inc. contains an agreement to arbitrate. After signing this document, it is understood that neither party will be able to bring lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such dispute to an impartial arbitrator.

Christopher R. Hoar

For the Town of Bristol

For New England P.B.A

Appendix C – Performance Evaluation Assessment Form

Officer Assessment Report

Officer's Name: _____

Assignment: _____

Supervisor: _____

Period of Evaluation: From _____ to _____

Factors

Rating

	Not Observed/Applicable	Needs Improvement	Effective	Outstanding
	1	2	3	4
Professionalism				
Exhibits Professional Appearance	_____	_____	_____	_____
Displays Adaptability	_____	_____	_____	_____
Shows initiative in improving skills when properly trained	_____	_____	_____	_____
Exercises prudent use and care of equipment	_____	_____	_____	_____
Knowledge				
Demonstrates working knowledge of laws for which trained	_____	_____	_____	_____
Demonstrates working knowledge of department rules and regulations	_____	_____	_____	_____
Demonstrates working knowledge of patrol tactics as trained	_____	_____	_____	_____
Demonstrates working knowledge of completing routine forms	_____	_____	_____	_____
Relationships				
Effective in verbal communications	_____	_____	_____	_____

	<i>Rating</i>			
	Not Observed/Applicable	Needs Improvement	Effective	Outstanding
	1	2	3	4
Strives to establish rapport with other officers	_____	_____	_____	_____
Strives to establish rapport with citizens	_____	_____	_____	_____
Quality of Police Service				
Manages time well	_____	_____	_____	_____
Identifies problems and concerns in their area	_____	_____	_____	_____
Implements plan(s) of action as trained	_____	_____	_____	_____
Manages assignments well	_____	_____	_____	_____
Completes incident reports as trained	_____	_____	_____	_____
Makes appropriate follow up	_____	_____	_____	_____
Safety				
Shows awareness of safety concerns when handling requests of service	_____	_____	_____	_____
Uses caution when handling suspects/prisoners	_____	_____	_____	_____
Maintains self control in stressful situations	_____	_____	_____	_____
Proficiently uses communications equipment	_____	_____	_____	_____
Training				
Complete assigned training in a timely manner	_____	_____	_____	_____

Has the completed mandated training?

Yes _____ No _____

Month _____ Month _____

Rated by: _____

Date: _____

Received by: _____

Date: _____

Approved by: _____

Date: _____

Comments:
