

AGREEMENT BETWEEN
TOWN OF NORWICH
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

July 1, 2018 – June 30, 2023

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ARTICLE 1 – GENERAL PROVISIONS

Section 1.01 – Recognition

Pursuant to certification issued by the State Labor Relations Board on June 10, 2013 in Docket Number 13–10, the Town of Norwich (hereinafter “Employer”), Vermont, recognizes the New England Police Benevolent Association (hereinafter “Union”), as the exclusive bargaining representative of all police officers (hereinafter officers) and the Administrative Secretary/Dispatcher (hereinafter “Secretary”) in the Norwich Police Department, and Public Works Working Foreman (hereinafter “Foreman”), and all Public Works Equipment Operators (hereinafter “Operators”), the Public Works Building Maintenance Custodian (hereinafter “Custodian”) and the Buildings and Grounds Technician (hereinafter “Technician”), excluding the Chief of Police.

Section 1.02 – Distribution of Agreement

The Employer shall furnish each member of the bargaining unit (hereinafter “employee”) a copy of this Agreement. New employees shall be furnished a copy on the date of hire.

Section 1.03 – Savings Clause

Should any provision or any portion of a provision of this Agreement be held to violate a Federal or State law, all other provisions shall remain in force. The Employer and the Union shall meet within forty–five (45) day’s receipt of either party’s written “intent to negotiate” new language.

Section 1.04 – Modification of Agreement

- A. No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by any employee or group of employees with the Employer and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and ratified by the Union and the Employer. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein unless so stated in writing, ratified, and signed by the Employer and Union.
- B. This Agreement constitutes the entire agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing, ratified, and signed by the parties.

Section 1.05 – Duration of Agreement

- A. This Agreement shall be in effect from July 1, 2018 until June 30, 2023. If the State of Vermont implements “Single-Payer” health care, then six (6) months prior to the Single Payer implementation, date the parties shall reopen this Agreement for negotiations. If no agreement is reached at the end of the six (6) month period, then the existing Agreement shall expire.
- B. Either party may notify the other party of its desire to modify this Agreement by written notice postmarked no later than January first preceding the first day of July upon which the successor agreement would become effective.
- C. This Agreement shall be renewed automatically for periods of one year, unless either party gives written notice of a desire to modify or amend the Agreement at least six (6) months prior to the expiration date of this Agreement.

- D. In the event that bargaining for a successor to this Agreement has been commenced as provided by Section 1.05C, but a successor to this Agreement has not been ratified prior to the expiration date of this Agreement, the wage rates of individual employees, as well as the Employer's contribution toward insurance coverage's provided by this Agreement, which are in effect on the expiration date of this Agreement, shall remain in effect until the bargaining process has been concluded for a successor to this Agreement.

Section 1.06 – Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, religion, color, creed, national origin, sex, age, handicap, sexual preference, marital status, political affiliation, or membership in the Union. Alleged violations of this Section 106 may be grieved up to the Town Manager level of the grievance procedure of this Agreement but shall not be subject to arbitration. Employees may pursue any legal remedies available outside of this Agreement for such alleged violations.

Section 1.07 – Personnel Rules and Regulations

This Agreement supersedes the Employer's personnel rules and regulations to the extent said rules and regulations are in conflict with the Agreement, unless state and/or federal law mandate such provision. Any Employer rule or regulation applicable to bargaining unit employees, which is not specifically altered by this Agreement shall remain in full force and effect, however, such rules and regulations shall not be subject to the grievance procedure of this Agreement.

Section 1.08 – Prohibition of Strikes/Lockouts

The Union will not call for, cause, assist, encourage, participate in, condone, ratify or sanction, nor will employees engage in or support any strike, work slowdown, work stoppage, or any other direct or indirect interference with the operations of the Employer and the Employer shall not initiate a lockout of the employees, during the period of time that this Agreement is in effect or during the effective dates of any successor to this Agreement.

ARTICLE 2 – UNION RIGHTS

Section 2.01 – Payroll Deduction of Union Dues

The employer agrees to deduct Union dues, as certified by the Union, each pay period and remit to the treasurer of the Union within fifteen (15) working days after the month in which the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

Section 2.02 – Visitation

Union representatives shall be granted access to meet with employees during working hours, for discussion of grievances and negotiations provided (1) the representative notifies the Chief of Police (hereinafter "Chief") and/or the Director of Public Works (hereinafter "Director") in advance of such meeting, and (2) such meetings do not interfere with the performance of employee duties, as determined by the Chief and/or the Director.

Section 2.03 – Notice of New Bargaining Unit Eligible Employees

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

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employee eligible to be a member of the bargaining unit.

ARTICLE 3 – WORKING CONDITIONS

Section 3.01 – Definitions

Short-Term Schedule Change – means a short-term schedule change requiring an employee to “punch in” for work no greater than three (3) hours prior to their regular start time.

The employee’s shift end would conclude after the usual number of shift hours is met from the time the employee “punches” in. Similar to a regular shift, commute time is not considered as part of the time calculation. Pay for this period is the equivalent of a regular work shift, unless any of the time contributes toward an amount of time in excess of the employee’s normal 40-hour workweek. Such excess time would be paid at the employee’s overtime rate.

Call-Out – means an employee is asked to report to work during any time of day that is not part of the employee’s regular workday or part of any short-term schedule change defined above. A Call-out will include being asked to stay on and/or being called back to work. Compensation for a Call-Out only will begin as soon as the employee answers the phone/pager.

If an employee is already on supervisor approved leave, the Call-Out provisions (Section 3.03) apply.

If an employee has reported to his/her supervisor that s/he is sick, that employee will be considered ineligible for Call-Out’s for a period of 24 hours from the beginning of the shift for which the employee reported sick. The purpose for such ineligibility is to afford the employee the opportunity to get well.

On Call – means a pre-determined, designated off-duty employee(s) is subject to a Short-Term Schedule Change or Call-Out by the employee’s supervisor, before other employees working in the same department may be Called-Out or a Short-Term Schedule Change.

Section 3.02 – Hours of Work

A. Workweek & Shift Length:

1. Sworn Personnel (Police Officers & Sergeant) – The regularly scheduled workweek for employees shall be 40 hours. Employees will be scheduled for eight (8), ten (10), or twelve (12) hour shifts as determined by the Police Chief.
2. Non-Sworn Personnel (Administrative Secretary/Dispatcher) – The regular workweek for employees shall be 40 hours, scheduled as a five (5) day workweek, Monday through Friday, from 8:00 am until 4:00 pm, unless amended by mutual agreement between the Police Chief and the employee.
3. Department of Public Works (Operators, Custodian, & Technician) – The regular workweek for employees shall be 40 hours scheduled as a five (5) day workweek, Monday through Friday, from 7:00 am until 3:30 pm with a one half (1/2) hour unpaid lunch period.

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B. Work Schedule Changes, Not Including Short-Term Schedule Changes:

The Town retains the right to change the work schedule of employees after providing employees with a minimum of thirty (30) calendar days' notice. This notice shall not be required for short-term schedule changes based upon factors beyond the Employer's control or for DPW Short-Term Schedule Change assignments for emergencies and snow plowing. In the instance of such a Short-Term Schedule Change, employees are prohibited from using any form of leave or compensatory time to "bridge" the adjusted workday's end to the regular day's end to receive additional compensation, including overtime pay. The Short-Term Schedule Changes identified in this section are not to be confused with Call-Out provisions in Section 3.03.

Section 3.03 – Call Out

- A. When an employee is Called Out after their regularly assigned shift, s/he will be paid overtime (1.5 times the employee's regular straight-time hourly rate) for all time worked that falls outside the employee's regular workweek. If the Call Out assignment continues into the regular workweek, those hours will be paid at the regular straight-time hourly rate (unless those hours exceed the 40-hour regular workweek threshold triggering overtime pay). All employees who are Called Out will receive a minimum of three (3) hours pay. Such minimum will cover any additional call-ins within the three (3) hour period commencing with the first call-in. The three-hour minimum for the Call-Out will be paid at time and one half so long as the employee has worked 40 hours during that same week. The employee may be required to work the minimum three hours at the discretion of their respective supervisor (i.e., Police Chief or DPW Director).
- B. The provisions of this section are not to be confused with a Short-Term Schedule Change. Note: no Short-Term Schedule Change is eligible for any employee already carrying out a Call Out.
- C. DPW and Non-Sworn Personnel - The maximum consecutive hourly shift that an employee is generally allowed to work shall not exceed 16 hours. In addition, for employee safety, any employee completing such maximum shift should not work any other subsequent hours without at least an 8 hour break in between shifts. This is important for employees that operate machinery or vehicles, especially those holding CDL's.
- D. Sworn Personnel - The maximum consecutive hourly shift that an employee is generally allowed to work shall not exceed 16 hours. In addition, for employee safety, any employee completing such maximum "active working shift" should not work any other subsequent hours without at least an 8 hour break in between shifts.

Section 3.04 – On Call

- A. Police Department. Each police officer may be required to be available for Call-Out by beeper or telephone by arrangement with his/her supervisor. All off-duty police officers will be subject to being on-call for purposes of being called in during any time of need as

determined by the Chief. Evening-shift police officers shall be on-call from 11:00 p.m. (Mon., Tues., Wed.) until 3:00 a.m. and from 1:00 a.m. (Thurs., Fri., Sat., and Sun.) until 4:00 a.m. Day-shift police officers will be on-call from 3:00 a.m. (Mon., Tues., Wed.) until 7:00 a.m. and from 4:00 a.m. (Thurs., Fri., Sat., Sun.) until 7:00 a.m. Should a scheduling conflict occur or the Chief determines that an employee has already worked an excessive number of hours, the Chief may exclude a police officer from on-call status and assign the on-call status to the next available police officer based on seniority. If necessary, the least senior police officer shall be assigned to on-call status. When a police officer is specifically required to be on-call by the Chief, the officer shall be compensated at a rate of \$2.64/hour for the on-call time. This amount is the July 1, 2018 amount calculated by the 5-year percentage increase in the average CPI as provided for in Section 4.02. For subsequent years, the rate shall be adjusted on each July 1 according to said 5-year CPI calculation. Effective July 1, 2022 and each July 1st thereafter, the winter on call stipend shall increase in accordance with the COLA adjustments for base wages as described in section 4.02 inclusive of the minimum/maximum limitation to said CPI calculation

B. **Department of Public Works:**

Each operator and working foreman may be required to carry a pager or other electronic device in order to have a Short-Term Schedule Change or Call-Out, for emergency work and snow plowing. From November 15 through April 15("Winter Period"), all operators and the Working Foreman, if one exists, shall be considered on-call 24 hours per day/seven days per week, to perform snow plowing and other emergency services. From April 16 through November 14, operators and the working foreman will be assigned on-call duty on a two-person weekly rotating basis. Employees who carry pagers for the Winter Period will be paid the lump sum of \$550.00 and this sum will be paid on or before June 15 following said period. For the Winter Period beginning on November 15, 2019 and November 15, 2020, operators and the Working Foreman required to carry pagers will receive a \$650 stipend on or before the following June 15th. For the Winter Period beginning on November 15, 2021 operators and the working foreman required to carry pagers will receive a \$775 stipend on or before the following June 15th. Effective July 1, 2022 and each July 1st thereafter, the winter on call stipend shall increase in accordance with the COLA adjustments for base wages as described in section 4.02 inclusive of the minimum/maximum limitation to said CPI calculation.

The need for On Call Operators to have a Short-Term Schedule Change will be determined by the Director of Public Works. Such decisions may be pre-arranged by the Director with the relevant employee(s).

Effective the first full pay period after this Agreement is executed, two employees shall be on call per week during the period from April 16 to November 14 ("Summer Period").

The on call assignment will be made on a rotational basis to include DPW Equipment Operators and any Working Foreman, if and when, one is hired. Employees assigned to an on call rotation can switch with another qualified employee to cover their on call assignment as long as the employee makes the necessary arrangements and gives the Director or designee at least 2 days advance notice in writing of the date(s) of the change and the name of the employee taking over the assignment. Effective the first full pay period after this Agreement is executed, each employee assigned to be on call for a week shall

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receive \$20. Effective each April 15 thereafter the Summer Period on call stipend shall increase in accordance with the COLA adjustments for base wages as described in section 4.02 inclusive of the minimum/maximum limitation to said CPI calculation. Effective July 1, 2022 and each July 1st thereafter, this stipend shall increase in accordance with the COLA adjustments for base wages as described in section 4.02.

Custodian and Building Technician. The Custodian and Building Technician may be required to be On Call and required to carry a pager or other electronic device for responding to Short-Term Schedule Changes or Call Outs as determined by the Director of Public Works. Said employee(s) shall be part of a two-person rotation to provide this service. If the employee(s) is required to carry a pager, the employee(s) will be paid the lump sum of \$550 as compensation for on call duty paid on or before June 15 each year. The Director of Public Works may pre-arrange such decisions with the employee(s). Retroactive to July 1, 2019 these employees shall receive a stipend of \$650. Effective July 1, 2020 this stipend shall be to \$650 and effective July 1, 2021, the stipend shall be increased to \$775. Effective July 1, 2022 and each July 1st thereafter, this stipend shall increase in accordance with the COLA adjustments for base wages as described in section 4.02.

Section 3.05 – Health and Safety

- A. All employees shall comply with OSHA/VOSHA safety rules.
- B. The Town will provide a locking shotgun holder in the passenger compartment of the two primary cruisers mounted so that the shotgun is not readily visible from outside the cruiser.
- C. The Town will provide one bullet resistant vest per officer and one shield and semi-universal helmet per cruiser to be replaced in accordance with manufacturer's replacement guidelines. Officers must wear such vests at all times required by the Police Chief.
- D. All newly purchased cruisers after July 1, 2001 shall be equipped with cruiser cages (dividers).
- E. Use of personal handheld devices or Town owned technology (e.g., computers and cellphones) by employees during work of any type (except during designated breaks and meal periods) related to personal affairs, including texting and cellular phone calls shall be prohibited to the extent practicable. If an employee has reason to believe that such personal affairs must be conducted during working hours, said employee shall notify his/her supervisor to determine if an arrangement can be worked out.
- F. The Town will provide and employees shall use chainsaw chaps, hardhats, gloves, and other required safety equipment (according to VOSHA guidelines) and to be replaced in accordance with the manufacturer's guidelines. When using chainsaws, there shall be no less than two DPW employees present.
- G. Every two years, by Town-designated trainer or as otherwise required by law, all DPW personnel will complete a chainsaw safety course, a flagger course, and CPR/first aid training. All new hires who lack current training must complete the above during their probationary period.

Section 3.06 – Training / Tuition

The Town will pay employees at their regular hourly rate for time attending training or educational programs required by the Town and successfully completed by the employee. This will include reasonable travel time, door to door from place of work, and mileage for approved use of the employee's personal vehicle at the rate provided in Section 5.14. A town vehicle will be used, if available, unless prior approval to use a personal vehicle is obtained from the employee's supervisor.

Section 3.07 – Meals and Breaks

Officers and the Secretary shall be provided one (1), thirty (30) minute paid meal break per each eight (8) or ten (10) hour work shift and two (2), thirty (30) minute paid meal breaks per each twelve (12) hour work shift.

Operators, custodian and the technician shall be provided one (1) thirty (30) minute unpaid meal break per each eight (8) hour work shift.

Section 3.08 – Outside Employment

Employees shall not perform services for other employers except upon written approval of the Employer. The Employer shall not withhold approval unless s/he determines that such outside employment is likely to (1) interfere with the employee's ability to perform his/her duties with the Employer, (2) create a conflict of interest or an undue appearance of such, (3) compromise an investigation, prosecution, or other official business of the Employer, or (4) require the employee to exhibit conduct which is unbecoming a police officer or Town employee.

Section 3.09 – Residency Requirement

- A. As a condition of employment, employees must comply with the residency requirement noted herein.
- B. Police officers must reside within thirty (30) minutes from the Norwich Police Department unless an exception is granted by the Town Manager. Exceptions may be granted based upon an employee's proximity to specific travel routes and practical response time to the Norwich Police Department.
- C. Operators must reside within sixty (60) minutes from the Town Garage unless an exception is granted by the Town Manager.

ARTICLE 4 – COMPENSATION

Section 4.01 – Rate of Pay

- A. The hourly wage schedule for members of the bargaining unit shall be as shown in Appendix A of the Agreement. An employee's Time in Rank/Service is the time in full weeks that an employee has been in the continuous employment of the Town's Police Department or Public Works Department in the position specified. The following table shows the grade by position.

Position	Grade
Custodian	9
Technician	11
Administrative Secretary	12
Operator	12
Officer	14
Working Foreman	14
Officer, Sgt.	17

DPW Working Foreman

FY 20 side letter with rate as proposed by Town – see attached (Appendix B)

Effective for November 2020, have Foreman position in place after application process in Fall of 2020

Pay Grade 14

- B. All employees shall receive a step increase on the anniversary date of hire based on the employee's time of continuous employment in their current position. In order to be eligible for a step increase, the most recent performance evaluation of the employee must meet or exceed an overall satisfactory rating. Employees acknowledge that they have received their step increases for FY19 and FY20.
- C. When determined appropriate by the Town Manager, adjustments may be made to the hire rate for officers, secretary, operators, technician and custodian at the time of hiring to reflect previous education, training and experience. Any adjustment shall be approved by the Town Manager and a copy of the adjustment placed in the employee's personnel file.
- D. After a police officer has been certified by the Vermont Criminal Justice Training Council as having successfully completed the Basic Training Course for Law Enforcement Officers or equivalent, as determined by the Council, the police officer shall be paid at the Step C rate. No police officer shall advance beyond Step B without having been certified by the Council as having successfully completed the Basic Training Course for Law Enforcement Officers or equivalent, as determined by the Council.

Section 4.02 – Wage Schedule

For the purpose of Cost of Living Adjustments (COLA) on July 1, it is acknowledged that the COLA for the year beginning on July 1, 2018 (i.e., 1.08%) has been paid by the Town and received by the employees. For the purpose of the COLA beginning on July 1, 2019, COLA shall be paid at 1.26% and retroactively to July 1, 2019. Effective July 1, 2020, COLA shall be defined as the preceding five-year average percentage increase of the Consumer Price Index, CPI-U, Northeast, not seasonally adjusted, or successor index, as calculated by the US Department of Labor or successor agency for the 12 months preceding November 30 (i.e., 1.46%). The COLA adjustment shall be applied to the pay matrix in Appendix A, Wages. On July 1, 2021 the previously referenced five -year average percentage increase shall be applied but said annual CPI wage increase beginning July 1, 2021 shall not be less than one and one-half percent (1.5%) or more than four percent (4%).

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The following table shows the grade and step and pay rates effective on July 1, 2018.

Employee/Position	Date of Hire (Full-time)	Grade & Step, as of 7/1/18	Base Wage, as of 7/1/18	Base Wage + Incentive, as of 7/1/18
Trussell – Cust.	03/01/95	9L	\$20.18	---
Moore – Tech.*	08/14/17	11E	\$19.40	---
Durkee – Eq. Op.	12/24/01	12R	\$26.36	---
Koloski – Eq. Op**.	03/28/11	12J	\$22.50	---
Llewellyn – Eq. Op./Mech.	08/22/05	12S	\$26.89	---
Rich – Eq. Op.	10/18/82	12T (max grid)	\$27.43	---
Powell – Admin. Secretary	08/04/08	12H + 1%	\$21.63	\$21.84
Ingram - Officer	09/21/15	14E + 1%	\$22.49	\$22.71
Schippert - Officer	09/07/08	14K + 1%	\$25.33	\$25.58
Frank – Sgt.	03/05/18	17F	\$26.61	---

* As of July 1, 2018, Adam Moore (Building Technician) was on probation. Also, Simon Keeling (Police Sergeant), Joseph Pregent (Police Officer) and Chris Connor (Equipment Operator Officer) had not yet been hired.

**It is understood that M. Koloski's rate was corrected as of March 28, 2017.

Employees reaching step "T" on the Wage Schedule will be at the maximum step possible. Thereafter, that employee shall be considered "off grid". Off grid employees shall receive the typical CPI wage adjustment beginning on July 1. During the payroll period closest to but after the employee's anniversary date of employ, instead of a step-style increase in their wage, off grid employees each will receive an annual bonus payment of \$500.00 subject to the most recent performance evaluation meeting or exceeding an overall satisfactory rating. Note: such payment is not built into or affect the base rate established for the pay scale in the appendices or its methodology.

Section 4.03 – Incentive Pay – Police Officers

- A. Incentive pay will be provided for specialized department duties when the police officer has completed the necessary training to perform the duties and has been assigned by the Chief of Police to perform the duties. This incentive pay percentage will be added to the police officer's regular rate of pay. The incentive pay percentage will be withdrawn if and when the specialized duty assignment is withdrawn or reassigned. The police officers

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involved in these specialized duties must make themselves available to provide these services, in addition to their regular duties, as needed outside of their assigned shift. The determination of the assignment, reassignment or withdrawal of specialized duties shall be made by the Chief of Police and such decisions are not subject to the grievance/arbitration provisions of this Agreement.

- B. Incentive pay shall be based on the following percentage increase in the police officer's regular hourly wage. In the case of multiple specialized assignments, the maximum cumulative incentive percentage shall be 2.5%. With the exception of EMT, only one (1) police officer shall be assigned each specialized duty at any one time.

<u>Specialized Duty</u>	<u>Percent (%)</u>
Computer Systems Coordinator	1.00
EMT – Certified	2.00
Field Training Officer	1.00
Firearms Instructor	1.00
Property Officer	1.00
Accreditation Manager	1.50
Fleet Maintenance Officer	1.00

- C. For “special details” (also known as “outside details”) officers will be paid \$40.00 per hour effective July 1, 2014. Officers will be paid a minimum of 3 hours unless detail is cancelled with at least 12 hour’s notice. Special Details shall be offered to bargaining unit members first. Part-time employees shall not be eligible for Special Details until bargaining unit members have declined. Seniority shall prevail in the assignment of Special Details; except when specific training and/or experience is required in which case the Chief shall have sole discretion in making the assignment.

Section 4.04 – Overtime

- A. POLICE: Overtime is paid at time and one half (1.5) for time worked outside of the employee’s regular workweek. A regular workweek is defined as Sunday to Saturday wherein, said employee works a minimum of (40) forty regular hours. When an employee is called back to work, all time worked will be paid at the overtime rate, except those hours that fall within the employee’s regular workweek. (See call-in pay section for more information.) The first (10) ten hours of overtime in any regular workweek as defined above, shall be offered to a bargaining unit member before being offered to a non-bargaining unit member (part-time officer) and said offering shall be in accordance with seniority.
- B. The chief shall have the right to assign classified overtime at his/her discretion. For purposes of this clause, classified overtime is that overtime which requires advanced education, training and/or experience (e.g., narcotics, K-9 work, computer crimes).
- C. Operators, technician and the custodian shall be paid overtime for all hours worked above forty (40) hours in a regular workweek. The Town shall have the right to assign overtime work as needed. All paid time off (e.g., holidays, vacations, sick days, etc.) shall count as time-worked for the purpose of overtime calculations.

Section 4.05 – Compensatory Time

- A. When regular and overtime hours (as described above) total more than 40 hours, then the excess over 40 hours may be accumulated, at the employee's request, as "compensatory time worked," instead of being paid overtime. The compensatory time accumulated will be 50 percent (50%) more than the actual time worked since the hours are worked at the overtime rate. Compensatory time off will be taken within the regular workweek. Employees are required to have the approval of their supervisor before utilizing any compensatory time off.
- B. Each employee may accumulate up to 40 hours of compensatory time (i.e., up to 26.67 hours of overtime worked). When an employee has accumulated the maximum limit of 40 hours, then any further overtime that is worked will be paid at time and one half (1.5) of the employee's regular straight-time wage rate in his/her next pay check.
- C. Any accumulated compensatory time may be taken as a monetary benefit and paid in the next pay check by request to the Finance Officer. Any accumulated unused compensatory time will be paid on termination.
- D. Employees shall make a good faith effort to give advanced notice of retirement or resignation for the purpose of budgeting comp time payouts.

Section 4.06 – Workers' Compensation

The Town shall maintain Workers' Compensation Insurance as required by law. During any period of time that an employee is entitled to Workers' Compensation benefits, the employee shall not be entitled to any other benefit provided by this Agreement except for accrued sick leave which may be used on a pro-rata basis to offset Workers' Compensation benefits up to 100% of the employee's regular straight-time wages and those benefits that are mandated by statute.

Employees shall adhere to the Town Policies on workplace-related injuries "Incident Reporting, Medical Treatment & Accident Investigation Policy" and "Transitional Return to Work Program Policy". See Appendix C, Town Policies Incident Reporting, Medical Treatment; Accident Investigation Policy and Transitional Return to Work Program Policy.

Section 4.07 – Logging On/Off Duty

Norwich Police officers will log on and off duty via the Town's designated central dispatch organization using 10-41 Start and 10-42 End Tours of Duty Codes. Said notification shall also be used for a call in.

Section 4.08 – Court Time

Officers directed by either the Court or the Chief of Police to attend Court outside their regular scheduled duties shall receive compensation equal to the actual hours spent in attendance at court at a rate of 1.5 times their regular hourly base rate for a minimum of two (2) hours.

ARTICLE 5 – FRINGE BENEFITS

Section 5.01 – Vacations

- A. Full-time employees are entitled to accrue vacation time for each completed month of

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service. The rate of accumulation depends on the length of employment by the Town of Norwich in a bargaining unit position.

B. The following table shows the accumulation rate.

Years of Continuous Service	Vacation Days	Hours per Year	Days	Hours
1 through 3	10	80	0.833	6.667
Starting year 4 through 9	15	120	1.250	10.000
Starting year 10 through 19	20	160	1.667	13.334
Starting year 20 and over	25	200	2.080	16.667

C. Vacation hours may be carried over from one year to the next, based up to a maximum of one hundred eighty (180) hours of vacation time. On December 31st of each year, any remaining, unused, accumulated vacation hours beyond the maximum 180 hours shall be forfeited. Employees shall be permitted to carry more than one hundred eighty (180) hours of vacation time during the year.

Unused vacation hours up to a maximum of 80 hours of allowed will be paid in cash in the event of separation from the Town. Employees with 15 years to 24 years of service to the Town shall have the maximum payout increased to 100 hours. Employees with 25 years or more of service to the Town shall have the maximum payout increased to 120 hours.

D. Employees shall have the approval of their supervisor before taking vacation days, in accordance with section 5.02. Vacation may only be taken after it has been earned.

E. Effective June 30, 2020, employees with more than 180 hours of vacation time will be able to carry over any accrued hours they have in excess of 180 hours and on December 31, 2021 they will be paid out any accrued hours that exceed 180 hours. Section C shall apply to these employees effective January 1, 2022.

F. Employees hired after July 1, 2020; Vacation hours may be carried over from one year to the next, up to a maximum of eighty (80) hours of vacation time. On December 31st of each year, any remaining, unused, accumulated vacation hours beyond the maximum 80 hours shall be forfeited. Employees shall be permitted to carry more than eighty (80) hours of vacation time during the year. Unused vacation hours up to a maximum of 80 hours of accumulation allowed will be paid in cash in the event of separation from the Town.

Section 5.02 – Leave Approval

A. For officers and the secretary:

1. Vacation requests submitted by April 1, shall be granted based on seniority.

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2. For vacations, holidays and personal leave, requests submitted forty (40) days prior to the start of the leave shall be approved or denied within ten (10) days.
3. Once leave is approved, the approval shall not be rescinded without the employee's permission, except in the case of an unforeseen emergency that would affect the ability of the Employer to provide adequate police protection.
4. Request for vacations, holidays and personal leave that do not meet the above criteria shall be submitted a minimum of fourteen (14) days in advance of the requested time-off.
5. Swapping Shifts: Shift changes may occur between members of the bargaining unit in a manner which will not create overtime for the department or violate other provisions of this agreement. All shift swaps must be approved by the Chief. It will be the member's responsibility to arrange for such coverage and to inform the Chief of the proposed change no later than five (5) days prior to the anticipated change. Exchanges of this nature will not be subject to overtime or to the grievance procedure. The switch shall be completed within the pay period that the shift occurs.

B. For public works employees

1. To schedule/request one (1) to two (2) days off, an employee shall provide seven (7) days advance notice (except in the case of personal days).
2. To schedule/request more than two (2) days off, an employee shall provide fourteen (14) days advance notice.
3. Requests for time off may not be submitted sooner than 6 months prior to the first day of time off.

C. Requests for time off shall be submitted on a form approved by the Town Manager.

Section 5.03 – Holidays

A. Employees shall be eligible for eleven (11) paid holidays each year. These are:

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

- B. For the secretary, Working Foreman, operators, technician and custodian, holidays that fall on a Saturday will be taken on the preceding Friday and holidays that fall on a Sunday will be taken on the following Monday.
- C. Police officers who are scheduled to work on the actual date of a holiday will be paid at the rate of time and one half (1.5) of the police officer's regular straight-time hourly rate for the hours worked. In addition, the police officer shall be entitled to a day off with pay

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at the police officer's regular straight-time hourly rate for the hours regularly worked to make up for the loss of the holiday itself. The employee working the holiday has the option of cash compensation or another day off. Employees who have the holiday off shall be compensated based on a regular day worked.

- D. Police officers who must work beyond the regularly scheduled shift on Christmas, New Year's, Thanksgiving or Independence Day shall be paid at 2 times their regular rate.
- E. Holidays must be used within 60 days in which they occur. In the event a unit member is unable or not allowed to use said holiday within the 60 days such unit member shall be compensated in cash for the holiday at their regular rate of pay.
- F. In the event that a Working Foreman, operator, technician or custodian works on any of the scheduled legal holidays, that employee(s) shall be paid time and one-half for all hours worked on said holiday, plus holiday pay computed at his/her regular base pay. This shall constitute the only compensation for employee(s) who work on a holiday. In addition to the foregoing, if a Working Foreman, operator, technician or custodian gets called out during the 24 hours of Christmas Day (12 am – 12 pm), for each hour worked in that 24 hour period the employee will be paid 1.5 hours plus .5 pay for a total of 2 times their hourly rate hours pay for each hour worked during the 24 hour period, plus 8 hours of holiday pay. No additional payments will be paid.

The 3 hour minimum applies but the rate will only be double time for the hours actually worked during the 24 hours of Christmas Day (e.g., called in at 11 p.m. on December 25 and work from 11 p.m. to 1 am. Pay for 11 pm-12 am is at double time. Pay for 1 hour from 12 am -1 am is at rate of time and ½ plus will be paid time and ½ for the third hour which is part of the minimum).

Section 5.04 – Sick Leave

- A. Except for officers each employee will have the equivalent of eight (8.0) hours of paid sick leave per calendar month worked. Sick leave may accumulate to a maximum of 288 hours. Unused sick leave may be carried forward from year-to-year but cannot exceed the limit of 288 hours, and no further accumulation will occur until the accrued time drops below 288 hours.
- B. For officers based on the current rotation consisting of two eight-hour shifts and one ten-hour shift sick leave will accumulate based on the average of two eight-hour shifts and one ten-hour shift of 8.67 hours per day for both the eight-hour and ten-hour shifts. Sick leave may accumulate to a maximum accumulation of 312 hours. Sick leave used will be deducted based on the length, or portion of, the shift being worked. If any member has accumulated more than 312 hours of sick leave there will be no additional accumulation of sick leave until the accumulated sick leave is less than 312 hours.
- C. Sick leave may not be used to supplement vacation benefits, or for any use other than the employee becoming personally sick except as described in the next paragraph. Sick leave may be used to offset Workers' Compensation benefits as provided in Section 4.05 of this Agreement. Personal days may be used in the event of family sickness.
- D. Sick leave may be used to care for an ill or disabled immediate relative (step) mother, (step)

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father, parents-in-law, sister (in-law), brother (in-law), spouse, son, daughter, (step) children) residing outside the employee's household, or any relative who resides in the employee's household at the discretion of the Town Manager. The Town reserves the right to request verification of validity of need for the above stated absences in any case.

- E. Accumulated sick leave lapses on termination or retirement and may not be taken as a monetary benefit. The Town may require the employee to provide a certificate of incapacity after 3 days.
- F. Sick leave may only be taken after it has been earned.
- G. As an incentive one additional day off may be acquired/accrued to an employee who does not use sick leave within a fiscal year. This incentive day requires notice and approval by the Chief or Director or their designee and must be used within the fiscal year following its accrual.

Section 5.05 – Family Leave

To the extent that the following statutory provisions are applicable to the Town, the Town will comply with the requirements of the federal Family and Medical Leave Act (“FMLA”) and the Vermont Parental and Family Leave Act (“PFLA”) and provide eligible employees up to 12 weeks of leave in a 12 month period for approved purposes. Leave pursuant to each of these acts shall be provided according to the Employer’s policies and practices. Pursuant to these policies and practices, employees shall be required to utilize any and all paid leave time as provided by, and consistent with, this Agreement during any period of leave provided pursuant to the provisions of the FMLA and/or the PFLA. Also, FMLA and PFLA leave will be provided concurrent with Workers’ Compensation benefits. Effective July 1, 2014, for the purposes of the FMLA and the PFLA, the twelve (12) month period shall be on a rolling forward basis and an approved leave shall began on the first day of the absence. If an employee suffers a work-related injury that also qualifies as a serious health condition under the FMLA and the PFLA, the Town may run the FMLA/PFLA leave simultaneously with the workers’ compensation leave/work related disability leave. All other matters regarding the administration of leave provided pursuant to the FMLA and/or the PMLA shall be as provided by the Employer’s policies or practices.

Section 5.06 – Military Leave

The Town shall provide leaves of absence for military service as required by law.

Section 5.07 – Personal Leave

Except for officers each employee is entitled to two (2) personal leave days in each fiscal year. A personal day shall be computed based on a regular day worked. The benefit will be added to the employee record on July 1 each year and may be taken as days or hours at any time during the year with the approval of the employee’s supervisor. Unused personal leave cannot be carried forward from year-to-year. An employee may use one additional personal leave day but such third day shall be charged to the employee’s sick leave.

For officers if a officer is working a 10-hour shift and takes a full-day of personal leave the officer will be paid as if the officer had used 10-hours of personal leave but only 8-hours will be deducted from the accrued time with the other two hours paid as regular pay and there will be no other deductions. If a officer is working a 10-hour shift and takes a portion of a day as personal leave

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the officer will be paid for time worked plus personal leave time taken and the deduction from accrued personal leave time will be the fraction (hours taken/10) times 8. The difference between the personal time taken and the deduction from accrued personal leave time will be paid as regular pay. In the case of an officer working an 8-hour shift there will be an hour for hour deduction from accrued personal leave.

Section 5.08 – Temporary Light Duty During Non-Work Related Injury Leave

An employee who is incapacitated from regular duty because of injuries, illness, or disability sustained while off duty may be offered light duty work under the following circumstances. If the Town Manager, in his/her sole discretion determines that there are limited light duty tasks available, that the employee is capable of those tasks, and those tasks are within the recommendations of the employee's certified healthcare provider, then the Town Manager may offer the employee the opportunity to perform those limited light duty tasks on either a full-time or part-time basis. Limited light duty tasks shall include any tasks to which such employee might otherwise be assigned within his/her job duties, consistent with the employee's physical and or mental limitations, as outlined by a certified healthcare provider.

It is understood that an assignment to limited light duty tasks pursuant to this section shall be temporary in nature, lasting no more than 6 months in total, renewable for additional ninety (90) day periods at the discretion of the Town Manager, and shall not extend beyond the period of incapacity for full duty. Nothing herein shall require the Town Manager to assign limited light duty tasks to any employee, who in his/her sole opinion, is unable or not qualified to perform those tasks or to assign an employee to limited light duty in the event there is no limited duty work available as determined by the Town Manager in his/her discretion. See Appendix D, Non Work Related Injuries Transitional Duty Commitment Agreement, to be completed by the parties.

Overtime: No employee on limited light duty will be allowed to work any overtime.

Pro-rated Status: The Town agrees that an employee who works less than a full week of limited light duty shall be considered to be on injured sick leave status for that portion of the regular work week during which the employee does not perform limited light duty, and the employee shall be paid for such time if the employee has accrued sick leave available.

Medical Appointment: Limited light duty assignments shall not conflict with an employee's ability to attend routine medical appointments, including therapy, related to the injury or illness resulting in said limited duty assignment. Employees shall make every attempt to schedule medical appointments during non-work hours and any such time an employee uses for medical appointments during work hours shall be compensated only to the extent that the employee has available accrued sick leave.

Retirement: The Parties recognize that assignment to light duty is temporary and shall not bar the employee and/or Town from filing for a Disability Retirement.

Section 5.09 – Insurance Coverage

The Town agrees to provide all insurance coverages provided in the Agreement, subject to the eligibility requirements of the individual insurance carrier. The Town shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim;

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further, the Town will not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the terms of the insurance coverage. Any specific insurance plan or carrier noted in this Agreement may be changed at the Town's discretion provided the new plan/carrier is reasonably comparable to the current plan/carrier as to coverage and employee's payments (i.e., premiums and out-of-pocket expenses).

Section 5.10 – Health Insurance and Dental Insurance

A. The Town will elect Blue Cross/Blue Shield of Vermont (BCBSVT) plans through Vermont Health Connect or if not available through Vermont Health Connect through BCBSVT. Beginning on January 1, 2015 the Town will make the following monthly contributions per employee towards plan premiums increased by 50% of the increase in the BCBS plan chosen by the covered employee for plan years starting January 1, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 compared to the rates in effect on July 1, 2014 and this provision relating to the increases in the Town's contribution expires on June 30, 2022. If an employee chooses a plan that has a monthly premium cost that is less than the following amount the Town will set up an HRA for the employee through BCBSVT/HealthEquity with a maximum cost to the Town that is equal to the amount shown below minus the plan premium for the plan chosen by the employee. If an employee chooses an HSA eligible plan and elects to have an HSA instead of an HRA that has a monthly premium cost that is less than the following amount the Town will make a contribution to an HSA in an amount that is equal to the amount shown below minus the plan premium for the plan chosen by the employee. If an employee chooses a plan that has a monthly premium cost that is more than the following amount the Town will deduct the amount that is equal to the plan premium amount minus the amount shown below from the employees pay.

Single	\$600
Two Person	\$1,040
Adult and Child or Children	\$1,025
Family	\$1,500

Attached for reference is the 2020 Health Insurance matrix, covering health insurance premium costs from January 1, 2020 through December 31, 2020 (Attached hereto as Appendix E). This matrix annually is updated and used by the Town Manager, Human Resource, and Finance offices to calculate individual employee contributions. Note: health insurance premium cost information for the subsequent calendar year (2021) does not become available from Vermont Health Connect until sometime after September. At that time, new calculations shall be performed.

This is considered a non-monetary benefit and no cash benefit will be paid to employees who do not elect to receive health insurance coverage. In the event that both a husband and wife (or partners in a legal civil union) are employed by the Town, the Town shall be

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obligated to provide only one insurance plan for the husband and wife or partners as a unit (e.g., two-person or a family plan).

Should either party believe a qualified healthcare plan (e.g., Vermont Chamber of Commerce) available to employers in Vermont should be considered, the parties mutually agree a study committee (comprised of at least the Union President and another person of his/her choosing and the Town Manager and the Finance Director) will be formed to analyze the feasibility of whether or not to consider such membership association plan.

- B. Effective July 1, 2006 the town will provide Dental Insurance through the Delta Dental Plan #2 (excluding orthodontics) for 1 person (Employee) at no cost to the employee. Employee(s) may also choose to obtain 2 person or family coverage from the same dental provider for the duration of the contract but the employee will be responsible to pay the difference for such coverage above the cost of the individual plan offered by the town. Such payments shall be made through weekly payroll deductions.
- C. Effective July 1, 2008, the dental insurance plan noted herein will be provided to operators.

Section 5.11 – Income Protection

The Town provides both a short-term and a long-term disability insurance program, without charge to the employee. In general, these insurance programs provide 60% of wages starting at the 15th day of disability. The short-term plan links directly into the long-term plan. For a complete description of the disability plan, please contact the Town Manager.

Section 5.12 – Life Insurance

For the time an employee is employed with the Town, a term life insurance policy for equaling one year's salary is provided by the Town, at no cost, for each employee.

Section 5.13 – Pension

- A. All officers working 24 hours or more per week and not less than 1,040 hours per year shall participate in the Vermont Municipal Employees Retirement System (VMERS) Plan C except for the secretary who shall participate in VMERS Plan B, and operators, custodian and technician shall participate in Plan B. Each employee's contribution will be deducted according to the Town's regular payroll process. The Town also contributes to the program on behalf of each enrolled employee.
- B. Detailed rules for this program, the contribution rates, vesting periods and benefits paid on retirement are published by VMERS. A copy of the current rules is available in the Town Manager's office, or may be obtained from VMERS office in Montpelier.

Section 5.14 – Employee Assistance Program

For so long as the Town is a member of the Vermont League of Cities and Towns ("VLCT") and the VLCT continues to provide an employee assistance program, and it is a benefit of the Town's membership in VLCT, said benefit is available to employees and those persons legally residing in the respective employee's household.

Section 5.15 – Personal Vehicles

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An employee who is required and authorized by the Chief or Director to utilize his/her personal vehicle while performing services for the Town shall be reimbursed at the rate currently applicable as per the Internal Revenue Service guidelines.

Section 5.16 – Police and DPW Equipment

Police:

The standard uniform and duty gear for police officers shall be determined by the Chief of Police. The Town will provide the standard uniform consisting of pants and shirt, summer and winter coats for each police officer and replace as necessary based on normal wear. At the time of initial employment, the Town will issue to each police officer the normal duty gear, guns and ammunition. The Town will pay for monthly cleaning of each police officer's uniform. The Town will provide of boots and/or hot/cold gear and replace as necessary, based on normal wear for police related duties, but not-to-exceed \$200.00 during any fiscal year.

If boots or hot/cold gear do not need to be replaced in a fiscal year, \$100 of the \$200.00 can be carried over once to the next fiscal year for a total of \$300.00 to be used to purchase boots or hot/cold gear that will be used for Norwich Police Department duties only. It is further understood that no officer will receive more than the (two year) cumulative total of \$300.00 in any given year.

The Secretary shall be eligible for a clothing stipend of \$200.00 per year. Effective July 1, 2020 the stipend shall be increased to \$260 and shall be considered taxable income.

DPW:

The Town will provide boots and/or hot/cold gear and replace as necessary, based on normal wear for DPW-related duties, but not to exceed \$200.00 during any fiscal year. It is the understanding of the parties that if boots or hot/cold gear do not need to be replaced in a fiscal year that the \$200.00 can be carried over once to the next fiscal year for a total of \$300.00 to be used to purchase boots or hot/cold gear that will be used for DPW duties only. It is further understood that no DPW employee will receive more than the (two year) cumulative total of \$300.00.

For applicable positions, employees must wear clothing provided and can only wear personal clothing with advance director permission.

For the duration of this Agreement, the Town will provide the Police Department with a cell phone to be used by the officer on duty. The respective officer(s) shall adhere to any department procedure put in place by the Police Chief concerning the phone and its use.

Section 5.17 – Payroll Issue

The Town shall have the discretion to change the payroll schedule and pay day of employees provided that employees are paid at least on a bi-weekly basis.

Section 5.18 – Benefit Accrual During Inactive Service

During any period of time, up to one (1) year, that an employee is not actively performing his/her duties because s/he is receiving approved benefits under sick leave, short-term disability, long-term disability or Workers' Compensation, s/he shall continue to be provided all insurance benefits set forth in this Agreement and shall continue to accrue sick leave, vacation and seniority; however,

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the employee shall not be entitled to receive vacation payments while not actively performing his/her duties.

Employees will be granted up to three (3) days per leave per incident to attend to matters relating to the death of relatives listed including "in-law," "foster," or "step" relations by these same titles. Additional time may be approved by the (Chief or Director) where special circumstances exist (e.g. travel distance). The additional time shall be deducted from the employee's accumulated sick leave. This section is a non-mandatory provision.

- | | |
|----------------|----------------|
| 1. Spouse | 2. Father |
| 3. Mother | 4. Sister |
| 5. Brother | 6. Child |
| 7. Grandfather | 8. Grandmother |

ARTICLE 6 – PERSONNEL ACTIONS

Section 6.01 – Probation

- A. For the first twelve (12) months after an employee is hired into a bargaining unit position, the employee shall serve as a probationary employee. Probationary employees may be disciplined, suspended or terminated without having recourse to the grievance/arbitration provisions of this Agreement.
- B. For the first twelve (12) months after an employee is promoted or transferred between bargaining unit positions, the employee shall serve as a probationary employee. During this probationary period, should the employee fail to meet the performance expectations of the new position, the employee will be transferred back to his/her old position and any employee who had been hired to replace the promoted employee shall be discharged without recourse to the grievance/arbitration provision of this Agreement. Additionally, a transferred or promoted employee shall be provided quarterly progress reports. Any decision to return a transferred/promoted employee back to his/her former position may be grieved only up to the Town Manager step of the grievance procedure.

Section 6.02 – Discipline and Discharge

- A. An employee who has completed the probationary period shall not be disciplined, suspended or discharged except for just cause.

The Employer will typically follow the progressive discipline procedure noted below, however, the Employer may bypass one or more of these progressive disciplinary steps up to and including termination when facts, information and circumstances deem this appropriate:

1. First Warning
 2. Second Warning
 3. Suspension of up to ten (10) days
 4. Discharge
- B. Examples of conduct which warrant disciplinary actions shall include, but shall not be limited to, the following:
- Unauthorized absence, tardiness or early quitting, including failure to notify supervisor of

intended absences from work.

- Unauthorized time away from assigned task.
 - Failure to follow established work procedures or a failure to perform to accepted quality standards.
 - Poor productivity or effort on the job.
 - Use of obscene, abusive or disruptive language or behavior.
 - While on or off duty: using, selling or being in the possession of illegal drugs or drug paraphernalia and being under the influence of illegal drugs. Such possession and influence shall include marijuana in any form and of any quantity for NPD employees. For all others, the Town prohibits possession, use, and being under the influence of marijuana while performing job-related duties.
 - Failure to follow supervisor's instructions.
 - Failure to follow safety rules or to wear safety equipment including failure to follow State & Federal laws.
 - Leaving the work site without informing the supervisor.
 - Unauthorized use of materials or equipment.
 - Fighting or provoking civil unrest.
 - Reporting for work under the influence of alcohol or drugs.
 - Falsifying or omitting information on job applications, reports, or other job related information.
 - Deliberate damage, misuse, defacing or destruction of property belonging to the Town of Norwich.
 - Theft of supplies or equipment including removal for temporary private use by the employee.
 - Conduct unbecoming a police officer or an employee of the Town.
 - Unauthorized possession of firearms and other weapons of any other kind or explosives at the work site or on Town of Norwich property.
 - Conviction of a misdemeanor or felony.
 - Failure to adhere to Town adopted Personnel Policies that do not contradict this Agreement. Effective upon signing the Town agrees to supply (via email) any and all changes to Town Personnel Policies to the Union President within 30 days of any change. Any inadvertent failure by the Town to provide the Union President the changes in the aforementioned 30-day period, shall not invalidate the Select board amendments to the Town Personnel Policy. Employees shall not be charged or discipline under a new Policy provision unless notice of such provision has been provided to the steward designated by the Union.
- C. Employees shall be entitled to have a Union representative present during any disciplinary meeting.
- D. An employee may request the removal from his/her personnel file of any disciplinary record or other adverse information. Said request may be filed with the Chief or Director after a period of twelve (12) months from the date of the most recent record of disciplinary action, unless the most recent disciplinary action is a suspension, in which case the request may not be filed until three (3) years after the suspension. The Chief's or Director's denial of such request may be appealed to the Town Manager. The Town Manager's decision regarding such an appeal shall be final and not subject to the grievance/arbitration procedure of this Agreement.

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- E. Any complaint regarding an employee shall be investigated by the Employer to the extent deemed appropriate by the Employer. In the event that the Employer determines that the complaint may constitute grounds for adverse action against the employee, the complaint shall be placed in writing and signed by the complaining party. Once the complaint is placed in writing, the employee shall be provided a copy of the complaint and provided an opportunity to respond to the complaint. The employee shall also be informed of any adverse finding by the Employer regarding the complaint, even if no discipline results from said finding.

Section 6.03 – Grievance and Arbitration Procedure

- A. The term “grievance” means any dispute between the Employer and/or the Union or any employee covered by this Agreement when said dispute alleges a violation, misinterpretation and misapplication of the express written terms of this Agreement.
- B. The parties acknowledge that in most instances, it is in the best interest of both parties to resolve issues through free and informal communication and both parties shall cooperate to resolve all potential grievances at the lowest possible level. When such informal process fails to resolve an issue, then a Grievance may be filed as described below.
- C. Grievances shall be processed as follows:

Step 1: A grievance must be filed with the Chief or Director within twenty-one (21) calendar days after the grievant or Union knew or should have known of the alleged incident prompting the grievance. Such grievance shall be in writing and shall reference both (1) the facts upon which the grievance is based, and (2) the specific provision(s) of the Agreement alleged to have been violated. The Chief or Director shall respond to the grievant in writing within ten (10) calendar days.

Step 2: If no satisfactory agreement is reached, the grievant may file a written appeal of the Chief’s or Director’s decision to the Town Manager. Said appeal must be filed within ten (10) calendar days of the date of the Chief’s or Director’s decision or, if the Chief or Public Works Supervisor fails to issue a decision, the appeal must be filed within five (5) days after the last day the Chief’s or Director’s response is due. The Town Manager shall meet with the grievant within twenty-five (25) calendar days after receipt of the grievance. The Town Manager shall respond to the grievant, in writing, within ten (10) calendar days of the meeting.

Step 3: If the grievance is unsettled, the Union and not any individual employee may request arbitration. The Union must notify the Town Manager, in writing, of its intention to submit the grievance to arbitration within ten (10) calendar days of either receipt of the Town Manager’s decision or the date the decision is due, whichever occurs first. Nothing shall prohibit the parties from mutually agreeing to an arbitrator. The Union must submit the grievance to the Federal Mediation and Conciliation Service within thirty (30) days of either the Town Manager’s decision or the date the decision is due, whichever occurs first. A copy shall be sent concurrently to the Town Manager. The parties shall then choose an arbitrator from the FMCS panel of seven by the Town striking a name from the list and alternately, the Union and the Town, until one name remains, which shall be the arbitrator.

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- D. The arbitrator's authority shall be limited to interpreting and applying the express written provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, ignore or modify any of the provisions of the Agreement. The arbitrator shall be limited to the issues raised by the parties. The arbitrator shall not be empowered to substitute his/her judgment for the good faith exercise of judgment by the Employer as to any matter, which, pursuant to the terms of this Agreement or by law, is committed to the discretion of the Employer. The arbitrator shall not be empowered to award attorney's fees or interest payments. Questions of procedural arbitrability shall be decided by the arbitrator as threshold issues. Questions of substantive arbitrability shall be decided by the arbitrator only upon the mutual agreement of the Employer and the Union.
- E. The expense of the arbitrator shall be shared equally by the Union and the Employer. The arbitrator's decision shall be final and binding on the parties.
- F. The Union shall not be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed during Steps 1 or 2 of the grievance procedure.
- G. Time limits may be extended by mutual agreement, however, absent such mutual agreement, failure of the grievant or Union to pursue the grievance within the time period specified herein, shall render the grievance null and void.

Section 6.04 – Seniority

Seniority shall mean the length of service with the Employer since the first day of the employee's most recent period of continuous employment with the Employer in a bargaining unit position. A seniority list shall be posted on July 1st of each year and updated with each change in the work force. A copy of the list shall be furnished to the Union.

Section 6.05 – Reduction in Force

In the event the Employer decides to reduce the number of employees in the bargaining unit, employees shall be laid off in inverse order of seniority within the employee's layoff category, as noted herein. An employee may not displace another employee with less seniority in a different layoff category, however, an Investigative Officer or a Sergeant may displace a Patrol Officer provided s/he has previously served as a Patrol Officer in the Town of Norwich. Prior to being laid off, employees will be provided twenty (20) calendar days' notice. The layoff categories shall be as follows:

- Patrol Officer
- Investigative Officer
- Sergeant
- Working Foreman
- Secretary
- Operator
- Custodian
- Technician

Section 6.06 – Recall

Employees who have been laid off pursuant to Section 6.05 will be recalled in reverse order of layoff within the employee's layoff category. These recall rights shall expire one (1) year from the date of the employee's layoff. An employee notified by certified, return signature required mail, must notify the Employer within five (5) working days of his/her intent to accept the offer of recall and must return to active service within fifteen (15) working days of receiving notification, or forfeit recall rights.

Section 6.07 – Personnel Files

- A. No adverse information shall be placed in an employee's personnel file unless the employee is given a copy. An employee may provide a written response to any adverse information placed in his/her file.
- B. Employees shall have the right to inspect material in their personnel files as required by law. (An Employee's personnel files are subject to Vermont's *Public Records Act*.) In the case where a court of competent jurisdiction orders that material not normally available to the public or employee be provided to a third party, the employee shall have a right to inspect the material provided to the third party.
- C. With written approval from an employee, duly appointed Union representative(s) shall have the right to inspect employee personnel files for the purpose of investigating and processing grievances.
- D. A representative of the Employer shall witness any inspection or review of an employee's personnel file and any such investigation/review shall be subject to Town rules, regulations, policies, protocol and practices.

ARTICLE 7 – MANAGEMENT RIGHTS

Section 7.01 – General

- A. The Employer retains all of the rights and functions necessary to effectively and efficiently manage the Town functions except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to the right to hire and assign employees of its own choice and to determine the number to be employed; plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the Employer; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine, establish, modify and discontinue methods of operation; to prepare job qualifications, descriptions and job classifications; to establish and change performance and productivity standards and expectations; to determine what work, if any, shall be performed by contractors; to determine, establish and modify employee work schedules and hours, including the assignment of overtime; to establish and require compliance with reasonable rules and regulations, including department standard operating procedures; to establish and require compliance with fitness for duty standards/requirements which shall be consistent with standards established by the Vermont Criminal Justice Training Council as set forth in Appendix F-1 of this Agreement, to hire, demote, and discipline employees; to suspend and discharge employees. In addition, but not by way of limitation, at any time

the Employer has a rational basis to believe any employee is unable to perform their essential duties, the Employer may require the employee to submit to a medical evaluation, at the Employer's expense, to determine any such inability as well as the duration of any such inability. The Employer will not request medical evaluations that are arbitrary and capricious.

- B. The Town shall have the right to use sub-contractors or non-bargaining unit temporary employees to perform roadside mowing, snow plowing and snow removal, provided doing so does not result in any bargaining unit employee losing his/her job.

Section 7.02 – Non-Waiver of Rights

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

Section 7.03 – Subcontracting

The right of the Town to subcontract (a.k.a. contract, contract-out, privatize) bargaining work as provided in Section 7.01 above, shall be contingent upon (1) the Town first meeting and conferring with the Union before the Town makes the final decision to take such action, and (2) the Town bargaining with the Union over the effects or impact of such action on bargaining unit employees should the Town make the final decision to subcontract unit work.

Section 7.04 – Police Fitness for Duty

- A. Officers shall be required to meet the 40th percentile of the current physical assessment standards of the Vermont Criminal Justice Training Council at or before the time of hire. See Appendix F-1. Appendix F is for reference only.
- B. Employees who achieve and maintain this level of fitness, measured annually, will receive a stipend of three hundred dollars (\$300.00) which shall be applied to a recognized fitness facility membership of their choice annually. Said stipend will be paid to the employees upon documentation of the Vermont Police Academy Test score and proof of payment from the fitness club fee.
- C. Fitness levels will be considered as part of annual evaluations.

ARTICLE 8 - POLICE AND DPW EMPLOYMENT OPPORTUNITIES

Section 8.01

All available employment opportunities will be posted publicly including internally for a minimum of ten (10) days. Any qualified internal candidate shall be afforded at least an interview.

For Police and DPW positions that are non-supervisory, the DPW Working Foreman position after the position is filled for the first time, the following process shall occur with either the Chief of Police or the Director of the Department of Public Works acting as the "Department Head" for the purposes of this section.

JWP

1. The Department Head will interview all qualified applicants as well as any internal applicants.
2. The Department Head and the Town Manager will interview those applicants put forward by the Department Head.
3. Applicable background/references checks on the finalists will be conducted by the Department Head in collaboration with the Town Manager.
4. The Department Head will make a recommendation to the Town Manager.
5. The Town Manager, if s/he agrees, will make an offer to the applicant decided upon using a combination of factors to identify the best possible candidate for the position in the Town Manager's discretion.

Section 8.02

For supervisory positions in the Police Department:

1. The Chief interviews qualified applicants.
2. At the Chief's discretion, oral boards will be performed with three impartial members designated by the employer with members of the board holding a supervisory position or above.
3. The Chief will conduct applicable background/references checks on the finalists.
4. Chief recommends an applicant to Town Manager
5. The Town Manager, if s/he agrees, will make an offer to the applicant decided upon using a combination of factors to identify the best possible candidate for the position in the Town Manager's discretion. These factors may include, but are not limited to, test results, performance reviews, physical, and psychological fitness.

ARTICLE 9 - TEMPORARY SERVICE IN A HIGHER GRADE / RANK

Members of the bargaining, who are required and formally assigned by the Department Head to assume the duties and responsibilities of a higher rank after 14 consecutive days or more, shall be compensated with additional pay equal to 15% of their base rate for the actual hours worked in this capacity. Nothing herein is intended to suggest that the Department Head will be required to make such assignments except at that supervisor's own discretion. The Town will not purposely alter assignments to such positions to avoid the payment of the additional 15% premium.

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this Agreement between the Town of Norwich and New England Police Benevolent Association Article 6, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

Town of Norwich

New England Police Benevolent Association

Claudette Brochu

Judith W Powell 10/20/20
Judith Powell, Chapter President

Chair

Roger Arnold

SL 10-20-20
Albert "Sonny" Lewellyn

Vice-Chair

John Langhus

Sean McArdle, State Representative

Mary Layton

Robert Gere

Herbert A. Durfee, III
Herbert A. Durfee, III, Town Manager

Date 10/23/2020

Date

428100-12 Contract Final 10-13-20

BOARD ACTION TO APPROVE
10/23/2020
[Signature]

[Handwritten mark]

Signature: Claudette Brochu
Claudette Brochu (Oct 29, 2020 12:46 EDT)

Email: cbrochu30@gmail.com

Signature: John Langhus

Email: johnlanghus@gmail.com

Signature: Robert Gere
Robert Gere (Oct 30, 2020 10:17 EDT)

Email: rgere@mac.com

Signature: Roger Arnold
Roger Arnold (Oct 29, 2020 12:55 EDT)

Email: rogerarnoldvt@gmail.com

Signature: Mary Layton
Mary Layton (Oct 29, 2020 18:15 EDT)

Email: marydlayton@gmail.com












SignaturePageUnionContract28Oct2020

Final Audit Report

2020-10-30

Created:	2020-10-29
By:	Herbert Durfee (hdurfee@norwich.vt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALFPG-fj0YVdGw6viD9I5EUvrtvb7Nh4q

"SignaturePageUnionContract28Oct2020" History

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-  Document emailed to Claudette Brochu (cbrochu30@gmail.com) for signature
2020-10-29 - 1:05:09 PM GMT
-  Email viewed by Claudette Brochu (cbrochu30@gmail.com)
2020-10-29 - 4:45:22 PM GMT- IP address: 66.102.8.91
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Signature Date: 2020-10-29 - 10:15:20 PM GMT - Time Source: server- IP address: 71.235.191.95

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2020-10-29 - 10:15:22 PM GMT

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 Document e-signed by Robert Gere (rgere@mac.com)

Signature Date: 2020-10-30 - 2:17:13 PM GMT - Time Source: server- IP address: 216.66.108.218

 Agreement completed.

2020-10-30 - 2:17:13 PM GMT

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this Agreement between the Town of Norwich and New England Police Benevolent Association Article 6, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

Town of Norwich

New England Police Benevolent Association

Chair

Judith W Powell 10/20/20

Judith Powell, Chapter President

Vice-Chair

AL 10-20-20

Albert "Sonny" Lewellyn

Sean R. McArdle

Sean McArdle, State Representative

APPENDIX A

Grade and Step Plan Town of Norwich

FY19 Hourly - 1.08%																											
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T							
1	10.84	11.16	11.38	11.60	11.84	12.07	12.31	12.56	12.81	13.07	13.33	13.60	13.87	14.15	14.43	14.72	15.01	15.31	15.62	15.93							
2	11.49	11.72	11.95	12.19	12.44	12.68	12.94	13.20	13.46	13.73	14.00	14.28	14.57	14.88	15.16	15.46	15.77	16.09	16.41	16.74							
3	12.07	12.31	12.56	12.81	13.07	13.33	13.59	13.87	14.14	14.43	14.71	15.01	15.31	15.61	15.93	16.25	16.57	16.90	17.24	17.58							
4	12.68	12.94	13.19	13.46	13.73	14.00	14.28	14.57	14.86	15.16	15.46	15.77	16.08	16.40	16.73	17.07	17.41	17.78	18.11	18.47							
5	13.32	13.59	13.88	14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.57	16.90	17.24	17.58	17.93	18.29	18.66	19.03	19.41							
6	14.00	14.28	14.56	14.85	15.15	15.46	15.78	16.08	16.40	16.73	17.06	17.40	17.75	18.11	18.47	18.84	19.22	19.60	19.99	20.39							
7	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.58	17.93	18.28	18.65	19.02	19.41	19.78	20.19	20.59	21.00	21.42							
8	15.45	15.76	16.09	16.40	16.72	17.06	17.40	17.75	18.10	18.47	18.84	19.21	19.60	19.99	20.39	20.80	21.21	21.64	22.07	22.51							
9	16.23	16.56	16.89	17.23	17.57	17.92	18.28	18.65	19.02	19.40	19.78	20.18	20.59	21.00	21.42	21.85	22.29	22.73	23.19	23.65							
10	17.08	17.40	17.74	18.10	18.46	18.83	19.21	19.59	19.98	20.38	20.79	21.21	21.63	22.06	22.50	22.95	23.41	23.88	24.36	24.85							
11	17.92	18.28	18.64	19.02	19.40	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.73	23.18	23.64	24.12	24.60	25.09	25.59	26.10							
12	18.81	19.20	19.59	19.98	20.38	20.79	21.20	21.63	22.06	22.50	22.95	23.41	23.88	24.36	24.84	25.34	25.84	26.36	26.89	27.43							
13	19.78	20.17	20.58	20.99	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59	25.08	25.59	26.10	26.62	27.15	27.70	28.25	28.81							
14	20.78	21.20	21.62	22.05	22.49	22.94	23.40	23.87	24.35	24.83	25.33	25.84	26.35	26.88	27.42	27.97	28.53	29.10	29.66	30.27							
15	21.83	22.27	22.71	23.17	23.63	24.10	24.59	25.08	25.58	26.09	26.61	27.15	27.69	28.24	28.81	29.38	29.97	30.57	31.18	31.81							
16	22.94	23.40	23.86	24.34	24.83	25.32	25.83	26.35	26.87	27.41	27.96	28.52	29.09	29.67	30.27	30.87	31.49	32.12	32.76	33.42							
17	24.10	24.58	25.07	25.57	26.09	26.61	27.14	27.68	28.24	28.80	29.38	29.96	30.56	31.17	31.80	32.43	33.08	33.74	34.42	35.11							
18	25.32	25.83	26.34	26.87	27.41	27.95	28.51	29.08	29.66	30.26	30.86	31.48	32.11	32.75	33.41	34.08	34.76	35.45	36.16	36.88							
19	26.60	27.13	27.68	28.23	28.79	29.37	29.96	30.56	31.17	31.78	32.43	33.07	33.74	34.41	35.10	35.80	36.52	37.25	37.99	38.75							
20	27.95	28.51	29.08	29.66	30.25	30.86	31.47	32.10	32.74	33.40	34.07	34.75	35.44	36.15	36.88	37.61	38.37	39.13	39.92	40.71							
21	30.85	31.47	32.09	32.74	33.39	34.06	34.74	35.44	36.14	36.87	37.60	38.36	39.12	39.91	40.70	41.52	42.35	43.20	44.06	44.94							
22	34.05	34.73	35.43	36.14	36.86	37.59	38.35	39.11	39.90	40.69	41.51	42.34	43.18	44.05	44.93	45.83	46.74	47.68	48.63	49.61							
23	37.59	38.34	39.10	39.89	40.68	41.50	42.33	43.17	44.04	44.92	45.82	46.73	47.67	48.62	49.59	50.56	51.60	52.63	53.68	54.78							
24	41.49	42.32	43.16	44.03	44.91	45.81	46.72	47.66	48.61	49.58	50.57	51.58	52.62	53.67	54.74	55.84	56.95	58.09	59.25	60.44							
25	45.79	46.71	47.64	48.60	49.57	50.56	51.57	52.60	53.66	54.73	55.82	56.94	58.08	59.24	60.43	61.63	62.87	64.12	65.41	66.71							
26	50.55	51.81	53.11	54.44	55.80	57.18	58.62	60.09	61.59	63.13	64.71	66.32	67.98	69.68	71.42	73.21	75.04	76.94	78.87	80.81							
27	55.80	57.18	58.62	60.09	61.58	63.13	64.71	66.32	67.98	69.68	71.42	73.21	75.04	76.92	78.84	80.81	82.83	84.89	87.02	89.20							
28	61.59	63.13	64.71	66.32	67.98	69.68	71.42	73.21	75.04	76.92	78.84	80.81	82.83	84.90	87.02	89.20	91.43	93.76	96.12	98.51							
29	67.98	69.68	71.42	73.21	75.04	76.92	78.84	80.81	82.83	84.90	87.02	89.20	91.43	93.71	96.06	98.46	100.92	103.44	106.00	108.61							
30	75.04	76.92	78.84	80.81	82.83	84.90	87.02	89.20	91.43	93.71	96.06	98.46	100.92	103.44	106.03	108.68	111.40	113.82	116.90	119.22							

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1

APPENDIX A

Grade and Step Plan
Town of Norwich

FY20 Hourly - 1.26%																												
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T								
1	11.07	11.29	11.52	11.75	11.99	12.23	12.47	12.72	12.97	13.23	13.50	13.77	14.04	14.32	14.61	14.90	15.20	15.50	15.82	16.13								
2	11.63	11.87	12.10	12.35	12.59	12.84	13.10	13.36	13.63	13.90	14.18	14.46	14.75	15.05	15.35	15.66	15.97	16.29	16.62	16.95								
3	12.22	12.47	12.72	12.97	13.23	13.49	13.76	14.04	14.32	14.61	14.90	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.81								
4	12.84	13.10	13.36	13.62	13.90	14.18	14.46	14.75	15.05	15.35	15.65	15.97	16.29	16.61	16.94	17.28	17.63	17.98	18.34	18.71								
5	13.49	13.76	14.04	14.32	14.60	14.90	15.19	15.50	15.81	16.12	16.45	16.77	17.11	17.45	17.80	18.16	18.52	18.89	19.27	19.65								
6	14.17	14.46	14.75	15.04	15.34	15.65	15.96	16.28	16.61	16.94	17.28	17.62	17.98	18.34	18.70	19.08	19.46	19.85	20.24	20.65								
7	14.89	15.19	15.49	15.80	16.12	16.44	16.77	17.11	17.45	17.80	18.15	18.52	18.89	19.28	19.65	20.04	20.44	20.85	21.27	21.69								
8	15.65	15.96	16.28	16.60	16.94	17.27	17.62	17.97	18.33	18.70	19.07	19.45	19.84	20.24	20.64	21.06	21.48	21.91	22.35	22.78								
9	16.44	16.77	17.10	17.44	17.79	18.15	18.51	18.88	19.26	19.64	20.04	20.44	20.85	21.26	21.69	22.12	22.57	23.02	23.48	23.95								
10	17.27	17.62	17.97	18.33	18.69	19.07	19.45	19.84	20.23	20.64	21.05	21.47	21.90	22.34	22.79	23.24	23.71	24.18	24.67	25.16								
11	18.14	18.51	18.88	19.26	19.64	20.03	20.43	20.84	21.26	21.68	22.12	22.56	23.01	23.47	23.94	24.42	24.91	25.41	25.91	26.43								
12	19.06	19.44	19.83	20.23	20.63	21.05	21.47	21.90	22.34	22.78	23.24	23.70	24.18	24.66	25.15	25.66	26.17	26.69	27.23	27.77								
13	20.03	20.43	20.84	21.25	21.68	22.11	22.55	23.01	23.47	23.94	24.41	24.90	25.40	25.91	26.43	26.96	27.49	28.04	28.51	29.18								
14	21.04	21.46	21.89	22.33	22.78	23.23	23.70	24.17	24.65	25.15	25.65	26.16	26.69	27.22	27.76	28.32	28.89	29.46	30.05	30.65								
15	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.39	25.90	26.42	26.95	27.49	28.04	28.60	29.17	29.75	30.35	30.98	31.57	32.21								
16	23.23	23.69	24.16	24.65	25.14	25.64	26.16	26.68	27.21	27.75	28.31	28.88	29.46	30.05	30.65	31.26	31.89	32.52	33.17	33.84								
17	24.40	24.89	25.39	25.90	26.41	26.94	27.48	28.03	28.59	29.16	29.75	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55								
18	25.64	26.15	26.67	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.51	33.17	33.83	34.51	35.20	35.90	36.62	37.35								
19	26.94	27.47	28.02	28.58	29.15	29.74	30.33	30.94	31.56	32.19	32.83	33.49	34.16	34.84	35.54	36.25	36.98	37.72	38.47	39.24								
20	28.30	28.87	29.44	30.03	30.63	31.24	31.87	32.51	33.16	33.82	34.50	35.19	35.89	36.61	37.34	38.09	38.85	39.63	40.42	41.23								
21	31.24	31.86	32.50	33.15	33.81	34.48	35.18	35.88	36.60	37.33	38.08	38.84	39.62	40.41	41.22	42.04	42.88	43.74	44.61	45.51								
22	34.48	35.17	35.87	36.59	37.32	38.07	38.83	39.61	40.40	41.21	42.03	42.87	43.73	44.60	45.50	46.41	47.33	48.28	49.25	50.23								
23	38.06	38.82	39.60	40.39	41.20	42.02	42.86	43.72	44.59	45.48	46.39	47.32	48.27	49.23	50.22	51.22	52.25	53.29	54.36	55.45								
24	42.01	42.85	43.71	44.58	45.47	46.38	47.31	48.26	49.22	50.21	51.21	52.23	53.28	54.34	55.43	56.54	57.67	58.82	60.00	61.20								
25	46.37	47.30	48.25	49.21	50.19	51.20	52.22	53.27	54.33	55.42	56.53	57.66	58.81	59.99	61.19	62.41	63.66	64.93	66.23	67.55								
26	51.19	52.47	53.78	55.12	56.50	57.91	59.38	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32	74.13	75.99	77.88	79.80	81.75								
27	56.50	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32	74.13	75.99	77.88	79.83	81.83	83.87	85.97	88.10	90.26								
28	62.36	63.92	65.52	67.16	68.84	70.56	72.32	74.13	75.99	77.88	79.83	81.83	83.87	85.97	88.12	90.32	92.58	94.90	97.27	99.70								
29	68.84	70.56	72.32	74.13	75.99	77.88	79.83	81.83	83.87	85.97	88.12	90.32	92.58	94.90	97.27	99.70	102.19	104.75										
30	75.99	77.88	79.83	81.83	83.87	85.97	88.12	90.32	92.58	94.90	97.27	99.70	102.19	104.75	107.37	110.05	112.80	115.62										

Step

APPENDIX A

Grade and Step Plan Town of Norwich

FY21 Hourly - 1.46%																					
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
1	11.23	11.48	11.69	11.92	12.16	12.40	12.65	12.91	13.16	13.43	13.70	13.97	14.25	14.53	14.82	15.12	15.42	15.73	16.05	16.37	
2	11.60	12.04	12.28	12.53	12.78	13.03	13.29	13.56	13.83	14.11	14.39	14.68	14.97	15.27	15.57	15.89	16.20	16.53	16.86	17.20	
3	12.40	12.85	12.90	13.16	13.42	13.69	13.97	14.24	14.53	14.82	15.12	15.42	15.73	16.04	16.36	16.69	17.02	17.36	17.71	18.07	
4	13.03	13.29	13.56	13.83	14.10	14.38	14.67	14.97	15.27	15.57	15.88	16.20	16.52	16.85	17.19	17.54	17.89	18.24	18.61	18.98	
5	13.69	13.96	14.24	14.53	14.82	15.11	15.42	15.72	16.04	16.36	16.68	17.02	17.36	17.71	18.06	18.42	18.79	19.17	19.55	19.94	
6	14.38	14.67	14.96	15.28	15.57	15.88	16.20	16.52	16.85	17.19	17.53	17.88	18.24	18.60	18.98	19.36	19.74	20.14	20.54	20.95	
7	15.11	15.41	15.72	16.03	16.35	16.68	17.02	17.36	17.70	18.06	18.42	18.79	19.16	19.55	19.94	20.34	20.74	21.16	21.58	22.01	
8	15.87	16.19	16.52	16.85	17.18	17.53	17.88	18.23	18.60	18.97	19.35	19.74	20.13	20.54	20.95	21.36	21.79	22.23	22.67	23.13	
9	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16	19.54	19.93	20.33	20.74	21.15	21.57	22.01	22.45	22.90	23.35	23.82	24.30	
10	17.52	17.87	18.23	18.59	18.97	19.35	19.73	20.13	20.53	20.94	21.36	21.79	22.22	22.67	23.12	23.58	24.05	24.54	25.03	25.53	
11	18.41	18.78	19.15	19.54	19.93	20.33	20.73	21.15	21.57	22.00	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.29	26.82	
12	19.34	19.73	20.12	20.53	20.94	21.35	21.78	22.22	22.66	23.11	23.56	24.05	24.53	25.02	25.52	26.03	26.55	27.08	27.62	28.18	
13	20.32	20.73	21.14	21.56	22.00	22.44	22.88	23.34	23.81	24.28	24.77	25.27	25.77	26.28	26.81	27.35	27.90	28.45	29.02	29.60	
14	21.35	21.76	22.21	22.66	23.11	23.57	24.04	24.52	25.01	25.51	26.02	26.55	27.06	27.62	28.17	28.73	29.31	29.89	30.49	31.10	
15	22.43	22.86	23.34	23.80	24.28	24.76	25.26	25.77	26.28	26.81	27.34	27.89	28.45	29.02	29.60	30.19	30.79	31.41	32.04	32.68	
16	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07	27.61	28.16	28.73	29.30	29.89	30.48	31.09	31.72	32.35	33.00	33.66	34.33	
17	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.03	32.67	33.32	33.99	34.67	35.36	36.07	
18	26.01	26.53	27.06	27.60	28.16	28.72	29.29	29.88	30.48	31.09	31.71	32.34	32.99	33.65	34.32	35.01	35.71	36.42	37.15	37.89	
19	27.33	27.88	28.43	29.00	29.58	30.17	30.78	31.39	32.02	32.68	33.31	33.98	34.66	35.35	36.06	36.78	37.52	38.27	39.03	39.81	
20	28.71	29.29	29.87	30.47	31.08	31.70	32.33	32.98	33.64	34.31	35.00	35.70	36.41	37.14	37.89	38.64	39.42	40.20	41.01	41.83	
21	31.69	32.33	32.97	33.63	34.31	34.99	35.69	36.41	37.13	37.88	38.63	39.41	40.19	41.00	41.82	42.65	43.51	44.38	45.27	46.17	
22	34.98	35.68	36.40	37.12	37.87	38.62	39.40	40.18	40.99	41.81	42.64	43.50	44.37	45.25	46.16	47.08	48.02	48.99	48.96	50.96	
23	38.62	39.39	40.18	40.98	41.80	42.63	43.49	44.36	45.24	46.15	47.07	48.01	48.97	49.95	50.95	51.97	53.01	54.07	55.15	56.25	
24	42.62	43.48	44.35	45.23	46.14	47.06	48.00	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.37	58.51	59.68	60.88	62.09	
25	47.05	47.99	48.95	49.93	50.93	51.95	52.98	54.04	55.12	56.23	57.35	58.50	59.67	60.86	62.08	63.32	64.59	65.88	67.20	68.54	
26	51.93	53.23	54.56	55.93	57.32	58.76	60.23	61.73	63.26	64.86	66.48	68.14	69.84	71.59	73.38	75.21	77.09	79.02	81.00	83.02	
27	57.32	58.76	60.23	61.73	63.28	64.86	66.48	68.14	69.84	71.59	73.38	75.21	77.09	79.02	81.00	83.02	85.10	87.23	89.41	91.64	
28	63.28	64.86	66.48	68.14	69.84	71.59	73.38	75.21	77.09	79.02	81.00	83.02	85.10	87.23	89.41	91.64	93.93	96.28	98.69	101.15	
29	69.84	71.59	73.38	75.21	77.09	79.02	81.00	83.02	85.10	87.23	89.41	91.64	93.93	96.28	98.69	101.15	103.68	106.28	108.93	111.65	
30	77.09	79.02	81.00	83.02	85.10	87.23	89.41	91.64	93.93	96.28	98.69	101.15	103.68	106.28	108.93	111.65	114.45	117.31			

6/17/2020

Handwritten initials

Town of Norwich, Vermont



CHARTERED 1761

June 1, 2020

RE: Side letter to the Agreement between the Town of Norwich, VT and New England Benevolent Association, Local 404, Norwich Public Employees Association, July 1, 2014 – June 30, 2-018 (“Side Letter to Agreement”)

The Town of Norwich, VT (Town) and New England Benevolent Association, Local 404, Norwich Public Employees Association (Union) enter into this Side letter To Agreement on June 1, 2020 under the following terms and conditions:

- 1) The Town will pay retroactively Highway Equipment Operator, Neal Rich (Employee), the increased rate of \$30.00 per hour of work performed for the Town beginning on November 7, 2019 and ending on April 15, 2020 to handle the additional duties of being on call 24/7, receiving dispatch calls, directing snowplowing, assigning daily tasks and contacting schools regarding road conditions and school closings.
- 2) During that time period, Employee shall have the use of a Town vehicle to take home at night.
- 3) It is understood and agreed that this Side Letter will not be looked to by either party as precedent in any future circumstances, including, but not limited to, bargaining a successor contract.
- 4) This Side Letter shall expire by its own terms and have no force or effect.

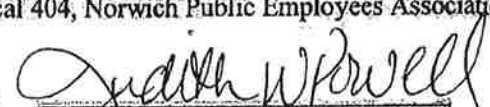
Town of Norwich, VT

By:


Herbert A. Durfee, III
Town Manager

New England Benevolent Association
Local 404, Norwich Public Employees Association

By:


Judith Powell
President

JWP

APPENDIX C

**Incident Reporting, Medical Treatment & Accident Investigation Policy and
Transitional Return to Work Program Policy**

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Incident Reporting, Medical Treatment & Accident Investigation Policy, Draft

This policy establishes procedures for the reporting of all work-related incidents **when an injury occurs that is treated via first aid or actual medical treatment in the form of a visit to a medical provider**. Incidents with no medical treatment or first aid do not fall under this policy.

This policy also establishes a designated medical provider for all Workers' Compensation injuries, in compliance with Rule 12 of the Vermont Workers' Compensation Rules.

Lastly, the policy outlines specific procedures to be used in recording and following-up on work-related injuries. The *Norwich, VT Employee Incident/Injury Review Report* form must be used to document information regarding employee injuries for filing Workers' Compensation claims and to identify loss prevention opportunities. It is incorporated into this policy by reference.

Nothing in this policy amends or changes existing contractual rights, obligations or language. Rather, it intends to enhance Norwich's ability to prevent injuries, manage workers' compensation claims in accordance with regulatory requirements, and to obtain the best medical outcomes for employees who experience a work-related injury.

I. Reporting Requirement

- a. All injuries that occur as outlined above shall be reported to the shift supervisor immediately or as soon as practical (but no later than the end of the shift).
- b. These initial injury reports may be provided in writing, in person, via phone, 2-way radio or other appropriate means.
- c. The employee shall participate and cooperate with the department head/supervisor in the investigation of the accident (see section III).
- d. In cases where an employee voluntarily delays medical treatment or first aid for a work-related injury until sometime after the injury (including those deciding to seek treatment hours or days later), that employee shall promptly notify their immediate supervisor that treatment is desired and shall obtain treatment as outlined in section II below.
- e. If the employee has been kept out of work for medical reasons due to the work-related injury, they shall report their expected absence as required by the Town's Transitional Return to Work Program Policy and provide written documentation from the treating medical provider indicating that the individual has been directed to remain out of work.

II. Medical Treatment

- a. When an injury warrants treatment **that is more than self-administered, basic first aid**, employees shall obtain evaluation and treatment from the Town's designated medical provider

- **Dartmouth-Hitchcock Medical Center (RE: Workers Comp)**. The Town has full discretion to change its medical care provider and will give advance notice to employees if it does so. The injured worker or supervisor should call the provider in advance of the impending visit.
- b. Where emergency medical treatment is required 9-1-1 shall be called and the injured employee taken to the appropriate emergency medical facility.
 - c. When non-emergency treatment is required outside of the designated medical provider's office hours, employees shall use one of the **Dartmouth-Hitchcock Medical Center or a local emergency department**.
 - d. Where an employee desires to see an alternate medical provider, they may do so after seeing the designated medical provider listed in this policy. A *Form 8* (VT Workers' Compensation Div.) must be used.
 - e. In all cases where medical treatment is obtained from a healthcare provider, employees shall use a work capabilities form (for the medical provider to complete) to document the current work abilities and restrictions, if any. The VT Department of Labor's *Form 20* or its equivalent is an acceptable form to be used by the medical provider. The Town (e.g., supervisor or Town Manager's Office) will provide a copy of an appropriate form upon request.

III. Incident/Injury Review Procedures

- a. Within 24 hours of receiving notice of a work-related injury, the supervisor shall complete a *Norwich, VT Employee Incident/Injury Review Report* form with the injured employee.
- b. This form gathers facts about the incident, its cause, witnesses, temporal information, and other information necessary to file the claim and, ultimately, to identify ways to prevent similar future injuries.
- c. Care shall be taken to avoid discipline-related issues during the incident review discussion between the supervisor and the injured employee. Any warnings or other disciplinary actions shall take place separately from the incident review process.
- d. Both the supervisor and the injured employee shall sign the form attesting to its accuracy.
- e. Also, the supervisor shall complete the on-line *VLCT First Report of Injury* form with the injured employee within 72 hours upon learning of the injury. If extenuating medical circumstances prevent the employee from participating, the supervisor shall complete the form as soon as possible, using any and all information and assistance available.
- f. Printed copies of the *Norwich, VT Employee Incident/Injury Review Report* and the *VLCT First Report of Injury* forms shall be provided to the Town Manager.
- g. All completed forms shall be retained and reviewed by the Town Manager (and the Town Safety Committee, as applicable) for completeness and monitoring of corrective actions.

Handwritten initials

EMPLOYEE INCIDENT REPORT FORM WORKER RELATED INJURY

Indicate Expected Incident Type 1st Aid <input type="checkbox"/> Med Only <input type="checkbox"/> Med with Lost Time <input type="checkbox"/>		Department:		Report Completed Date	
Exact Location of Incident:		Date of Incident:	Time of Incident:		Date Reported:
			a.m./p.m.		
Work-Related Injury or Illness		Tools and Safety Equipment		Other Information	
Injured Worker's Name:		Was a Machine or Tool Involved? Yes <input type="checkbox"/> No <input type="checkbox"/>		List any witnesses below. Interview each witness individually. Signed witness statements should be maintained separately. 1. 2. 3. Indicate Shift Start Time on Date of Injury: _____	
Part of Body:		If yes, was machine or tool defective? Yes <input type="checkbox"/> No <input type="checkbox"/>			
RT/LT					
Describe Injury/Illness:		Safety Equip/PPE Required? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, was it used: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Presently, is any loss of work time expected? Yes <input type="checkbox"/> No <input type="checkbox"/>		Was there anything the injured worker could have done to prevent the injury?			
Job Title:					
Was <i>First Aid</i> Provided? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, by whom:					
Was <i>Medical Treatment</i> provided by a healthcare provider? Yes <input type="checkbox"/> No <input type="checkbox"/>					
Check <input type="checkbox"/> if from <i>Dartmouth-Hitchcock Medical Center</i> . Provide name of medical provider <u>IF</u> other medical provider was used:					
Describe details leading up to and including the accident/injury or manifestation of symptoms:					

JWP

What conditions, circumstances or factors contributed to this incident (i.e. tools, equipment, PPE, policies, object, training, hazards, employee action/inaction, etc.)? Be thorough and descriptive!			
Correction Suggestions (Note what could be done to prevent this from happening again-<i>being more careful is not an option</i>)			
Who is responsible for reviewing/implementing corrective actions noted above?			
Signature of Reviewing Supervisor:		Date:	
Employee Signature:		Date:	

AWP

TRANSITIONAL RETURN TO WORK

Transitional Return to Work Program (TRTW) Policy

Introduction. Norwich, VT has set up a transitional return to work program (TRTW) for those employees who sustain a **work-related** injury. The TRTW seeks to match an injured employee's current functional limitations with temporary work assignments that are either modified in some way to match those limitations or with other task assignments that fall within established medical limitations. The contents of this program outline the philosophy and mechanics of program operation.

Policy. By means of temporary job restructuring, offering modified work schedules, and other methods, the Town seeks to enhance the recovery of injured employees by attempting to temporarily match them with duties and tasks that are within acceptable limitations or physical restrictions placed on them by the treating healthcare provider. This program does not guarantee that transitional work assignments are available in all situations. The provision of suitable work assignments is left to the discretion of the Town, depending on elements (e.g., availability of suitable tasks, payroll budgets, and other elements).

Overview. This program intends to help injured employees safely recover from a **work-related** injury by helping them progress from transitional work duties back to their normal duties whenever possible. **This program does not address permanent limitations resulting from serious work-related injuries suffered by employees, nor does it an offer of an alternate job or position within the municipality.** All duty re-assignments under this program are temporary in nature, subject to the needs of the Town.

Recovering from most injuries normally requires limiting physical activity in some manner. Going to work and performing duty assignments with reduced physical demands helps to maintain physical conditioning that will promote faster recovery and reduce the potential for permanent damage. It also helps employees maintain a sense of work ethic, self-worth, and helps maintain social relationships, all of which help speed recovery.

The Town will communicate its TRTW to employees at the time of hire and periodically as necessary. The TRTW commitment statement (attachment) is incorporated into this policy by reference and will be posted in prominent areas as a reminder to employees of the program's mechanics and the Town's desire to help employees safely return to full duty after a work-related injury, when feasible.

After injuries are reported, all medical documentation from the treating provider must be provided to the Town Manager. The Town Manager, or the injured worker's immediate supervisor as delegated by the Town Manager, will communicate with the injured worker regarding any transitional duty assignment(s). This will be based on documents received from the treating healthcare provider and a review of potential tasks that are available.

The Town Manager and an injured employee's immediate supervisor are responsible for facilitating return to work and coordinating specific work activities with employees. Supervisors are required to support the Town's efforts in this regard and also monitor employee work activities whenever possible.

Post-Injury. The treating healthcare provider may release the employee to return to work with certain restrictions. To qualify for consideration for transitional duty assignments, the provider must provide a report that clearly identifies the injured worker's physical limitations and defines the physical capabilities of the employee. This is used to help identify possible tasks that fall within the work restrictions. In cases where it is not clear that identified transitional duties fall within the limitations established by the healthcare provider, the Town or their representative will communicate with the provider to ensure that potential duties are appropriate for that employee.

Offers of transitional duty assignments can be provided to the injured employee using the "TRTW Commitment Agreement" to document the proposed tasks and work conditions of the transitional duties and to outline the responsibilities of both the Town and injured worker. This written agreement can be modified from time to time to reflect changes in duty assignments and as changes occur to the employee's work restrictions.

If a TRTW Commitment Agreement is used, the injured employee and the Town Manager will serve as the signed parties to the agreement.

Per Vermont Workers' Compensation regulations, an injured employee who does not accept an offer of modified duty, may be subject to interruption or termination of indemnity benefits.

Transitional Duty/Task Listing. The following table lists tasks and/or jobs that could be used to fulfill transitional duty requirements. This list is not comprehensive but, rather, attempts to provide a starting point for the Town when considering transitional task assignments.

TRTW Task/Job/Department	Functional Requirements

AWP

Transitional Duty Commitment Agreement

This agreement intends to document an offer of transitional duty assignments and outline Town and employee responsibilities for working within established medical restrictions, as outlined by the treating healthcare provider. In no case should the employee exceed the provider's restrictions or perform duties not listed on this form. This agreement is used when transitional duty assignments are offered in response to work-related injuries. Any offer of transitional duty (including tasks, hours or work, etc.) is made at the Town's discretion, subject to duty availability, funding, employee skill sets, and other operational and employment considerations.

The Town agrees to:

- Review the work restrictions outlined by the healthcare provider with the employee prior to work assignment. The provider may be consulted to clarify restrictions and permitted tasks.
- Provide a safe work environment for injured workers who have work restrictions. This includes a commitment to monitor the workload of injured employees and solicit input from them periodically during the performance of their duties to ensure that the work provided falls within their restrictions and is not causing additional injury.
- Provide work that generally falls within the work restrictions outlined by the treating healthcare provider. The Town may provide modified duties that are "more protective" of the employee, at its discretion.

The injured worker agrees to:

- Strictly adhere to the work restrictions provided by the healthcare provider and to the list of modified duties outlined below. **In no case is the employee authorized to exceed his/her work restrictions or perform tasks not identified below.**
- Communicate the presence of unusual pain, worsening, or change in symptoms (to the injured body part or any other body part or system).
- Bring to the attention of management any situation(s) where he/she is at risk for injury.
- Communicate to the Town Manager or the injured employee's immediate supervisor any situations where he/she feels the work requires actions, motions, or procedures that force the employee to exceed the work restrictions.

The duties listed below fall within restrictions provided by the healthcare provider. The duties and work schedule assignments are outlined as follows:

-
-
-
-
-
-
-
-
-

(Attach separate sheets as may be necessary.)

We the undersigned agree to fulfill our obligations outlined herein.

JWR

Employee _____

Date _____

Town Manager _____

Date _____

TO: All Employees
FROM: Herbert A. Durfee, III, Town Manager
DATE: [DATE]
SUBJECT: Workers Compensation Designated Physician

This memo serves to inform you that the Selectboard adopted policy regarding a Designated Physician for Workers Compensation following a work related accident. Workers Compensation law, Rule 12 (copy available at the Town Offices or on-line at VT Dept of Labor) gives employers the right to refer an employee to a particular provider for his/her first medical visit after an injury. In case of an emergency, it may not be practical to use a network provider. However, in non-emergency situations, the employer may then request follow up treatment with a network provider. After the employee's first Designated Physician visit, he/she may:

Select their own physician if they meet the following conditions:

1. The employee must notify the employer in writing setting forth the employee's reasons for dissatisfaction with the physician designated by the employer;
2. The employee's written notice must identify the physician or medical provider from whom the employee intends to seek treatment.

Please note that Rule 12 states that an employer can refuse to reimburse for medical charges, if these guidelines are not followed, as well as those listed under Rule 12, Section (b) regarding maximum allowable medical expenses.

As such, the Selectboard has selected *Dartmouth-Hitchcock Medical Center* in Hanover, NH as their provider. Please speak with your supervisor or the Town Manager's Office, if you have questions regarding the procedure outlined above. The Selectboard has discretion to change its provider and will give advance notice to employees if it chooses to do so.

On behalf of the Selectboard, I ask that you sign this memo and return it to your supervisor or Miranda Bergmeier, _____, this will confirm that you have received and understand the adopted Designated Physician for Workers Compensation procedure.

gwp

APPENDIX D

**Non Work Related Injuries
Transitional Duty Commitment Agreement –**

This agreement intends to document an offer of transitional duty assignments and outline Town and employee responsibilities for working within established medical restrictions, as outlined by the treating healthcare provider. In no case should the employee exceed the provider's restrictions or perform duties not listed on this form. This agreement is used when transitional duty assignments are offered in response to non work-related injuries. Any offer of transitional duty (including tasks, hours or work, etc.) is made at the Town's discretion, subject to duty availability, funding, employee skill sets, and other operational and employment considerations.

The Town agrees to:

- Review the work restrictions outlined by the healthcare provider with the employee prior to work assignment. The provider may be consulted to clarify restrictions and permitted tasks.
- Provide a safe work environment for injured workers who have work restrictions. This includes a commitment to monitor the workload of injured employees and solicit input from them periodically during the performance of their duties to ensure that the work provided falls within their restrictions and is not causing additional injury.
- Provide work that generally falls within the work restrictions outlined by the treating healthcare provider. The Town may provide modified duties that are "more protective" of the employee, at its discretion.

The injured worker agrees to:

- Strictly adhere to the work restrictions provided by the healthcare provider and to the list of modified duties outlined below. **In no case is the employee authorized to exceed his/her work restrictions or perform tasks not identified below.**
- Communicate the presence of unusual pain, worsening, or change in symptoms (to the injured body part or any other body part or system).
- Bring to the attention of management any situation(s) where he/she is at risk for injury.
- Communicate to the Town Manager or the injured employee's immediate supervisor any situations where he/she feels the work requires actions, motions, or procedures that force the employee to exceed the work restrictions.

The duties listed below fall within restrictions provided by the healthcare provider. The duties and work schedule assignments are outlined as follows:

-
-
-
-
-

-
-
-

(Attach separate sheets as may be necessary.)
We the undersigned agree to fulfill our obligations outlined herein.

Employee

Date

Town Manager

Date

APPENDIX F-1

PHYSICAL ASSESSMENT AT 40th %

The score is in a fat percentage. Also noting that the standard caliper protocol error rates are included in the scores.

PHYSICAL ASSESSMENT MINIMUM/MAXIMUM SCORES¹

Age/Gender

Entry Scores at 40th%

Male	% fat	Sit-up	Push-up	Bench	Flexibility	1.5 miles
20-29	17.4%	38	29	.99	16.5	12:51
30-39	20.5%	35	24	.88	15.5	13:36
40-49	22.5%	29	18	.80	14.3	14:29
50-59	24.1%	24	13	.71	13.3	15:26
60-69	25.0%	19	10	.66	12.5	16:43
Female						
20-29	23.7%	32	15	.59	19.3	15:26
30-39	24.9%	25	11	.53	18.3	15:57
40-49	28.1%	20	9	.50	17.3	16:58
50-59	31.6%	14	N/A	.44	16.8	17:55
60-69	32.5%	6	N/A	.43	15.5	18:44

¹Extracted from the *Physical Assessment Standards* of the Vermont Criminal Justice Training Council (May 1997).

JWP

APPENDIX F-2

PHYSICAL ASSESSMENT AT 50th %

Age/Gender

Entry Scores at 50th%

Male	% fat	Sit-up	Push-up	Bench	Flexibility	1.5 miles
20-29	15.9%	40	33	1.06	17.5	12:18
30-39	19.0%	36	27	.93	16.5	12:51
40-49	21.1%	31	21	.84	15.3	13:53
50-59	22.7%	26	15	.75	14.5	14:55
60-69	23.5%	20	15	.68	13.5	16:07
Female						
20-29	22.1%	35	18	.65	20.0	14:55
30-39	23.1%	27	14	.57	19.0	15:26
40-49	26.5%	22	11	.52	18.0	16:27
50-59	30.1%	17	N/A	.46	17.9	17:24
60-69	30.9%	8	N/A	.45	16.4	18:16

JWP

APPENDIX *G*
JOB DESCRIPTIONS
NORWICH POLICE DEPARTMENT

DUTIES & RESPONSIBILITIES OF PATROL OFFICER

A. GENERAL DUTIES AND RESPONSIBILITIES:

Under the direct supervision of the Chief of Police or a Sergeant the Patrol Officer shall be responsible for performing general police duties in protecting life and property, enforcing federal and state criminal statutes, motor vehicle laws, and local ordinances.

B. SPECIFIC DUTIES AND RESPONSIBILITIES:

A patrol officer performs generalized law enforcement duties which include, but are not limited to, the following:

1. Patrolling the Town of Norwich on foot or in a police vehicle;
2. Answering calls for service;
3. Preventing crime of disturbances of the peace;
4. Investigating criminal offenses;
5. Investigating traffic accidents;
6. Making physical custody arrests with and without a warrant;
7. Transporting prisoners;
8. Issuing citations and warnings;
9. Serving criminal justice documentation such as warrants, subpoena, notices of hearings, commitment papers, and temporary and permanent restraining orders;
10. Testifying in court and before administrative bodies;
11. Making application of search and arrest warrants;
12. Taking juveniles, intoxicated individuals, or mentally ill persons into protective custody.
13. Conducting preliminary and follow-up investigations;
14. Preparing and submits such reports as may be necessary in the performance of his duties;
15. Providing emergency first aid to ill or injured persons;
16. Speaking to organizations and groups;
17. Answering the telephone and dispatches/responds to calls as necessary;
18. Taking fingerprints of arrested persons;
19. Conducting crime scene searches and collects physical evidence;
20. Performing various rescue and lifesaving tasks;
21. Participating in various raids and high-risk warrant services;
22. Controlling violent or resistive subjects;
23. Apprehending fleeing suspects on foot or in a police vehicle;
24. Participating in strenuous and physically demanding basic and in-service training programs.
25. Performing activities that do not pose a direct threat to the health or safety of others.
26. Performs other such duties as designated by the Chief of Police.

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C. KNOWLEDGE, SKILLS AND ABILITIES:

In order to perform the above duties, the patrol officer, upon completion of basic law enforcement training, must possess and maintain the following knowledge, skills, and abilities:

1. Thorough knowledge of departmental rules, regulations, standard operating procedures, directives, and written policies;
2. Thorough knowledge of modern law enforcement principles, practices, and procedures and the ability to implement same.
3. Considerable knowledge of court procedures;
4. Considerable knowledge of the geographical layout of the Town of Norwich;
5. Considerable knowledge of the federal and state criminal statutes, motor vehicle laws, and local ordinances.
6. Working knowledge of the content and purposes of legal papers and practices involved in serving them;
7. Skill in the use of firearms and other law enforcement equipment;
8. Skill in the operation of the department's two-way radio equipment, with a working knowledge of related FCC regulations and department radio codes;
9. Ability to exercise sound judgment in routine and emergency situations;
10. Ability to act quickly and effectively in emergency situations;
11. Ability to communicate effectively in oral and written form;
12. Ability to prepare clear, comprehensive, and accurate reports/records of law enforcement activities;
13. Ability to work effectively with the public when providing services and performing law enforcement duties.

D. ESSENTIAL JOB TASKS:

Upon successful completion of basic law enforcement training, the member must be able to demonstrate proficiency in the performance of the following essential functions:

1. Effecting an arrest, forcibly in necessary, using handcuffs and other restraints; subduing resisting suspects using maneuvers/approved weapons and resorting to the use of the hands, feet, and other approved weapons in self defense.
2. Preparing incident, offense, arrest, accident and other reports/sketches, using appropriate grammar, symbols, and mathematical computations;
3. Exercising independent judgment in determining:
 - a. When there is reasonable suspicion to detain
 - b. When probable cause exists to search and arrest; and,
 - c. When force may be used and to what degree;
4. Operating a law enforcement vehicle during the day and night, during emergency situations involving speeds in excess of posted limits, in congested traffic, and on unsafe road conditions caused by factors such as fog, smoke, rain, ice, and snow;
5. Communicating effectively and coherently which includes having adequate hearing to:
 - a. Understand normal conversations over law enforcement radio channel, while initiating and responding to radio communications;
 - b. Comprehend shouted commands in an emergency situation;
 - c. Operate a telephone; and,
 - d. Follow testimony and questioning in court,
6. Gathering information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects, and confidential informers;

JWP

7. Pursuing fleeing suspects and performs rescue operations which may involve:
 - a. Quickly entering and exiting law enforcement patrol vehicles;
 - b. Lifting, carrying, and dragging of heavy objects;
 - c. Climbing over and pulling up oneself over obstacles;
 - d. Jumping down from elevated surfaces;
 - e. Climbing through openings;
 - f. Jumping over obstacles, ditches, and streams;
 - g. Crawling in confined areas;
 - h. Balancing on uneven or narrow surfaces; and,
 - i. Utilizing body force to gain entrance through barriers;
8. Loading, unloading, aiming, and firing (from a variety of body positions), handguns, shotguns, and other department firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards;
9. Performing searches of people, vehicles, buildings and large outdoor areas which may involve the feeling and detecting of objects, walking for long periods of time, the detaining of people, and the stopping of suspicious vehicles;
10. Conducting a visual surveillance for an extended period of time;
11. Engaging in law enforcement patrol functions that include such things as working rotating shifts, walking a foot patrol, and physically checking doors and windows of building to ensure they are secure;
12. Communicating effectively with people, including juveniles, by giving information and directions, by mediating disputes, and by advising of rights and processes;
13. Demonstrating communications skills in court and other formal settings;
14. Detecting and collecting evidence and substances that provide the basis of criminal offenses and infractions and that indicate the presence of dangerous conditions;
15. Enduring verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic condition;
16. Performing rescue functions at accidents, emergencies, and disasters to include:
 - a. Directing traffic for long periods of time;
 - b. Administering emergency medical aid;
 - c. Lifting, dragging, and carrying of people away from dangerous situations;
 - d. Securing of an evacuation of people from certain areas;
17. Processing and transporting prisoners and mentally ill persons using handcuffs and other appropriate restraints;
18. Extinguishing small fires using fire extinguishers and other appropriate means;
19. Reading and comprehending legal and non-legal documents written in the English language, including the preparation and processing of such documents as citations, affidavits, and warrants.
20. Possessing sufficient corrected vision to:
 - a. Read license plate numbers and house numbers from a reasonable distance;
 - b. Safely drive a motor vehicle at night and under conditions of glare and reduced visibility;
 - c. Maintain control of a motor vehicle;
 - d. Safely fire a firearm if one's corrected lenses become lost or dislodged;
21. Recognizing the colors of traffic signals to safely drive a motor vehicle;
22. Processing arrested suspects to include the taking of photographs and obtaining a legible set of inked fingerprint impressions.

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**E. MINIMUM QUALIFICATIONS
A PATROL OFFICER MUST:**

1. Be a United States citizen;
2. Possess a high school or GED diploma;
3. Be a minimum of 18 years of age;
4. Pass written and oral examinations;
5. Pass extensive background investigations and criminal history checks;
6. Pass medical examinations, physical fitness test, drug test, and psychological examination, and polygraph;
7. Be certified or certifiable as a police officer by the Vermont Police Standards and Training Council as described by state statute;
8. Possess a valid motor vehicle operator's license;
9. Meet Norwich Police Department and State of Vermont required qualifications with issued weapons;
10. Satisfactorily complete first aid and CPR training as required by the department;
11. Meet all other Department and State of Vermont training requirements;
12. Participate in the department's fitness testing as necessary to maintain a minimum level of fitness.

AWP

NORWICH POLICE DEPARTMENT

Duties & Responsibilities of Investigative Officer

A. GENERAL DUTIES AND RESPONSIBILITIES:

Under the direct supervision of the Chief of Police or Sergeant, the Investigative Officer shall be responsible for the investigation of all crimes and incidents as assigned and for effecting the arrest and apprehension of offenders responsible for such crimes. The Investigative Officer shall also perform those functions and activities as described in the Patrol Officer job description.

B. SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Perform those essential functions identified in the job description of Patrol Officer.
2. Enforce all federal, state, local laws and ordinances within the Town of Norwich and the State of Vermont.
3. Document facts and evidence through proper investigative techniques.
4. Diligently and efficiently investigate all cases assigned.
5. Detects and reports dangerous conditions when noted.
6. Prepare all cases investigated for court prosecution.
7. Interview witnesses, victims and accused and takes statements.
8. Conduct follow-up investigations on all cases assigned until their final disposition or until the case has been declared inactive by the Chief of Police.
9. Process and transports prisoners.
10. Utilize proper methods in the collection, marking and taking control of evidence at the scene of a crime or incident in accordance with proper procedure.
- 11 Perform other such duties as assigned by the Chief of Police.
12. Keeps abreast of current trends in law enforcement, particularly in the area of criminal investigations.

C. MINIMUM QUALIFICATIONS:

1. Basic background in investigative techniques and procedures.
2. Certified full-time police officer in the State of Vermont.
3. Possess those interpersonal and investigative skills that are necessary to conduct various investigations.
4. Continued training and experience that is compatible to that of the Investigative Officer position.

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**Sergeant
Job Description
Norwich Police Department**

A. GENERAL DUTIES AND RESPONSIBILITIES:

- 1.1 Under the supervision of the Chief of Police, the sergeant occupies the first level of supervision and has primary responsibility to assure proper police performance from personnel under his/her supervision. The Sergeant is charged with ensuring staff compliance with department rules and regulation and he/she is the primary investigator regarding infractions of said rules.
- 1.2 The Sergeant shall fully understand the duties of Patrol Officer and Investigative Officer and will assist, instruct and be a mentor for the officers under his/her supervision.
- 1.3 Sergeants will promote harmony, proficiency, professional appearance, integrity and Sergeants shall seek customer service as a Norwich Police Department standard.

B. SPECIFIC DUTY AND RESPONSIBILITY:

- 2.1 The Sergeant is expected to assist the Police Chief in formulating policies and regulations for the department.
 - 2.1.1 Serves as executive officer in the absence of the chief, when authorized to do so.
 - 2.1.2 Acts as field training officer for new police officers and assists with difficult police problems.
 - 2.1.3 Shall possess the ability to perform all work required of a Patrol Officer or Investigative Officer, as circumstances dictate.
 - 2.1.4 Prepares reports on a variety of police department activities and is responsible for report review/approval.
- 2.2 The Sergeant is expected to be fully familiar with current law enforcement trends, department rules, policies, procedures, and be capable of conveying said information to staff.
 - 2.2.1 Reviews the performance of officers under his supervision to determine whether they are properly, effectively, and consistently carrying out their police duties.
 - 2.2.2 Take measures through encouragement, explanation, and referral to his/her superior officers or other means consistent with departmental policy, to see that unsatisfactory officer conduct is brought up to standards.
 - 2.2.3 Submit a written report to the chief regarding any member of the department who commits a breach of the regulations of the department, or where informal corrective measures prove inadequate. Include in such report the complete details of the misconduct and of corrective measures attempted.
 - 2.2.4 Provide an increased level of focus regarding the exceptional/outstanding work of subordinates and assist all subordinates in their professional development.

AWP

C. KNOWLEDGE, SKILLS AND ABILITIES

3.1 The Sergeant is expected to possess all of the basic skills listed for Patrol Officer and Investigative officer and in addition: thorough knowledge of the rules and regulations of the department; approved principles, practices and procedures of modern policing; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; a working knowledge of the geography of the municipality; the ability to obtain and retrain the respect of the officers and to assign, direct, and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory community/public relations; ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action. The Sergeant is expected to be an example of leadership in both operations and administration.

D. EDUCATION AND EXPERIENCE

4.1 Sergeants must have a high school degree, (2-year college 60 credits in pertinent field preferred) current Vermont driver's license, current First Aid certification, minimum of three years of police experience supported by substantial training. The Sergeant shall be a fully certified police officer in the State of Vermont. Education and experience can be interchanged (except high school requirement).

E. KNOWLEDGE, SKILLS AND ABILITIES

3.2 The Sergeant is expected to possess all of the basic skills listed for Patrol Officer and Investigative officer and in addition: thorough knowledge of the rules and regulations of the department; approved principles, practices and procedures of modern policing; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; a working knowledge of the geography of the municipality; the ability to obtain and retrain the respect of the officers and to assign, direct, and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory community/public relations; ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action. The Sergeant is expected to be an example of leadership in both operations and administration.

F. EDUCATION AND EXPERIENCE

4.1 Sergeants must have a high school degree, (2-year college 60 credits in pertinent field preferred) current Vermont driver's license, current First Aid certification, minimum of three years of police experience supported by substantial training. The Sergeant shall be a fully certified police officer in the State of Vermont. Education and experience can be interchanged (except high school requirement).

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NORWICH POLICE DEPARTMENT

ADMINISTRATIVE SECRETARY/DISPATCHER

GENERAL DUTIES AND RESPONSIBILITIES:

Under the supervision of the Chief of Police. Performs a full range of secretarial, clerical, receptionist and dispatch functions for the Police Department, including preparing confidential documents, and other key departmental administrative tasks. Have ability to take the initiative and work in an unsupervised environment as needed, conduct training for new personnel and make decisions regarding prioritization of projects.

SPECIFIC DUTIES AND RESPONSIBILITIES INCLUDE:

- Answering phones, greeting visitors, taking messages, making appointments, screening calls and visitors to determine the nature of the request or problem. Referring to the appropriate staff member or other town office.
- Routinely enter information regarding traffic citations, warnings and law incidents in to the Vermont Incident Based Reporting System (VIBRS) system. Verifying/validating information on all records to be submitted to Vermont Criminal Information Center (VCIC) and the FBI.
- Functions as the police department computer coordinator and liaison to the Vermont Incident Based Reporting System (VIBRS).
- Place calls as needed or requested.
- Maintain appointment calendars and court appearance schedules for personnel.
- Take complaints/reports by phone and in person.
- Answer questions about the department, policies, procedures, fees, schedules, events, services, programs and locations.
- Format, type and proof correspondences, reports, forms, manuals, investigative reports, affidavits, regularly compose routine correspondence for department head and officers, as necessary. Assist with the completion of forms. Mailing state required forms to the appropriate agencies.
- Organize and maintain a variety of department files and records. Photocopying and collating various materials. Distributing a variety of written information.
- Gather and copy pertinent information for the State Attorney's Office in the preparation of cases for trial. Set up and maintain police department case files.
- Take verbatim statements from complainants and/or reporting person(s), witnesses, victims or accused and prepare notarized documents for signature.

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- Prepare monthly work schedule for personnel.
- Screen, sort and distribute incoming mail and prepare outgoing mail.
- Process personnel records and forms (including payroll, training records, etc.) Assist with record keeping of sensitive Internal Investigative materials.
- Order and maintain an inventory of office supplies of motor vehicle forms, office supplies and equipment.
- Research and collate materials requested from insurance companies, State's Attorney, town departments and attorneys.
- Perform a variety of basic bookkeeping tasks which would include accounts receivable and accounts payable. Prepare and send out bills (i.e. alarm fees, report request fees, outside employment of officers, etc.) Maintain a computerized bookkeeping system. Prepare monthly account balance statements.
- Assist in the preparation of the annual Police Department budget. Keep up-to-date figures on the financial status of the department's spending.
- Prepare statistical reports on the number of calls for service monthly. Assist the chief with the Annual Town Report.
- Assist citizens with registration of vehicles. Maintain supplies of motor vehicle forms.
- Assist with the registration for bicycles.
- Attempt to locate owners of stray or delinquent dogs; coordinate pick-up and removal of these dogs with the dog officer. Refer all wild animal complaints.
- Dispatch officers to accident scenes, car unlocks, domestic disturbances, dog problems, and other non-emergency as well as emergency calls; assist officers in calling for ambulances, wreckers and other support agencies.
- Assist with community-related events sponsored or co-sponsored by the department.
- And any other duties as assigned by the Chief of Police.

SUPERVISION RECEIVED:

- Moderate supervision is received from the Chief of Police or in his/her absence, the executive officer (sergeant).

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QUALIFICATIONS, KNOWLEDGE AND TRAINING:

- Be of good moral character; able to maintain a high level of confidence;
- Two years of relevant secretarial experience, or a combination of education and experience from which comparable knowledge and skills are acquired;
- Excellent typing, spelling, filing, reception, and other general office skills. Good basic reading, writing, math and verbal skills;
- Good basic administrative and organizational skills;
- Ability to handle emergency/911 calls with calm demeanor, obtaining the appropriate information necessary to bring situation to resolution;
- Ability to deal courteously and efficiently with a variety of individuals, including town officials and staff, town residents, and representatives of outside organizations;
- Ability to use discretion in handling confidential information;
- Able to work overtime periodically as the need arises;
- Ability to learn to use: Vermont Statutes; Legal forms; court documents;
- Possess High School diploma;
- Knowledge of bookkeeping practices;
- Computer proficiency (MS Word, Excel, Publish);
- Ability to prioritize projects as circumstances dictate;

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**APPENDIX D-2
JOB DESCRIPTIONS
NORWICH PUBLIC WORKS DEPARTMENT**

EQUIPMENT OPERATOR

General Description.

The Equipment Operator is responsible for the maintenance and repair of the Town Highways under the direction of the Director of Public Works. The employee operates the Town equipment and provides the labor to maintain and repair the Town highways; including, but not limited to, grading, trucking, snow plowing, sanding, brush clearing, road repair, bridge repair and other associated tasks as assigned by the Director of Public Works.

Main Responsibilities.

Equipment Operators must be proficient (or able to achieve proficiency) in the operation of basic highway equipment; including, but not limited to, pickup trucks, dump trucks, bucket loader, road grader, backhoe, tractors with and without various attachments including mowers and other equipment required for highway maintenance.

Equipment Operators are also required to operate various hand machinery such as chainsaws, culvert thawing equipment, mowers, welders, shovels, picks, rakes and other hand operated equipment necessary for highway and general maintenance.

During the winter months, the duties chiefly require snow plowing, snow removal, sanding, salting, patching and culvert thawing. These duties frequently occur at irregular times and hours.

During other months, the duties chiefly include repair of gravel as well as asphalt roads, culvert installation, hauling of materials and supplies, hauling or moving equipment, cleaning brush, mowing and other tasks associated with the maintenance and repair of the Town highways or facilities.

Equipment Operators are responsible for the general maintenance of Highway Department equipment. Both preventative and corrective maintenance tasks and adjustments are a routine responsibility throughout the year. The crew member will keep records on equipment and vehicle maintenance as assigned by the Public Works Director.

The Equipment Operator is capable of operating all Town vehicles and equipment. It is expected that the Operator will receive instructions from the Public Works Director or his delegate and that, with a minimum of supervision, the Operator can independently determine the requirements necessary to complete and accomplish a task. Upon occasion, the Equipment Operator may be called upon to supervise fellow workers or others engaged in road maintenance and construction work.

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Specific Qualifications.

High School education plus experience of 3 to 5 years as a truck driver and equipment operator; or a combination of education and experience from which comparable knowledge and skills are acquired.

A valid Commercial Driver's License (CDL). Good driving record.

Good technical knowledge and skills related to the operation of a variety of highway maintenance and construction equipment. Knowledge and application of safety rules and regulations for the movement of heavy equipment.

Good mechanical skills with some training or experience in vehicle/equipment maintenance and repair.

Physical ability to operate highway equipment. Must be able to move and lift at least 100 lbs. Strength and endurance to repeatedly lift heavy objects, dig and use hand tools. The strength and endurance to perform effectively over long hours and under adverse weather conditions is required. Physical requirements include the ability to operate the hand and foot controls of standard maintenance vehicles. Equipment Operators may be required to perform all duties associated with Public Works in the repair and maintenance of Town facilities and grounds as assigned by the Director of Public Works.

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TOWN OF NORWICH

300 Main Street
Norwich, VT 05055

Building Maintenance Custodian Job Description

Job Title: Building Maintenance Custodian

Position: This is a full time FLSA non-exempt position.

Job Summary: This employee is responsible for limited building maintenance and minor repair, including the routine maintenance of HVAC systems, electrical lighting, plumbing, minor carpentry, doors and locksets, painting and cleaning of Tracy Hall and the Norwich Police Station. The purpose of this position is to maintain Town property for use by staff and the general public. Quality maintenance protects property value, extends equipment life and enhances the public image of the Town.

Supervision: The Building Maintenance Custodian reports to the Town Manager.

Duties:

- Performs preventative maintenance of Town buildings
- Performs construction, installation, finishing and renovation of Town properties including: interior walls and ceilings, flooring, rough carpentry, doors and hardware, and windows.
- Performs routine and minor plumbing, heating, and air conditioning repairs.
- Performs routine and minor electrical repairs.
- Performs routine and minor carpentry and locksmith repairs.
- Performs all janitorial duties including floor cleaning, bathroom cleaning, window washing, vacuuming, dusting, and trash removal.
- Assists in small painting projects as required.
- Repairs building furnishings
- Removes snow and ice from Town building walkways.
- Performs lawn and landscape tasks.
- Cleans and maintains building exteriors, including entrances, window wells, walls, trash enclosures, and building signs.
- Performs set up and take down of all Town events held at Tracy Hall.
- Performs minor furnace maintenance.

- Inspects and repairs exit/emergency lighting and fire extinguishers.
- Maintains and repairs tools used in the maintenance of Town buildings.
- Is on call for building-related emergencies.
- Develops materials lists for projects and requisitions needed for supplies.
- Supervises maintenance of inventory for repair, custodial, and maintenance supplies, equipment, and materials.
- Assists in the duties of the Buildings and Grounds Technician in his/her absence.
- Performs other duties as required.

Knowledge, Skills and Abilities:

- Knowledge of the standard practices, methods, materials and tools of general building maintenance.
- Basic knowledge of rough and finish carpentry.
- Basic knowledge of cabinetry and furniture repair.
- Basic knowledge of landscape tools
- Skilled in the use of basic hand power tools.
- Basic knowledge of HVAC systems
- Basic knowledge of plumbing and electrical.
- Ability to climb ladders and staging.
- Ability to paint.
- Ability to follow safety requirements.
- Ability to use and care for a large variety of hand and power tools.
- Knowledge of Town purchasing procedures.
- Skill in inventory control.
- Ability to understand and communicate oral and written directions.

Physical Demands: The work includes periods of sitting, standing, or stooping and walking. The employee must occasionally lift light to heavy objects, climb ladders, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color.

Work Environment: The work is typically performed in Town buildings. The employee is exposed to noise, dust, dirt, grease, chemicals, machinery with moving parts, and occasional inclement weather when exterior work is required. The work requires the use of protective equipment such as: masks, goggles, or gloves.

Supervisory and Management Responsibility: This Building Maintenance Custodian has no routine supervisory responsibility, but may be required to supervise temporary or seasonal help hired for building maintenance or special projects.

Minimum Qualification:

- High school education and some specialized training or experience in the field of building maintenance is desired.

- Possession of a valid driver's license issued by the State of Vermont for the type of vehicle or equipment operated.

Developed: April 27, 2008



Job Title: Building and Grounds Technician
Department: Public Works

FLSA Designation: Non-Exempt
Pay Classification: 11

1. JOB SUMMARY

- 1.1 This position performs technical duties in support of public works maintenance operations.

2. MAJOR DUTIES

- 2.1 Maintains and repairs recreational fields; seeds, aerates, mows, and fertilizes; sets up and brakes down athletic field equipment.
- 2.2 Installs and maintains landscaping; installs plants; prunes trees and bushes.
- 2.3 Removes trash and debris from town property.
- 2.4 Repairs and maintains bus shelters.
- 2.5 Repairs fences and playground equipment.
- 2.6 Develops building maintenance schedules.
- 2.7 Obtains prices and bids from vendors and contractors.
- 2.8 Maintains and repairs plumbing, HVAC and electrical system.
- 2.9 Performs carpentry tasks; paints interior and exterior surfaces.
- 2.10 Assists with winter road maintenance.
- 2.11 Installs and replaces road signs.
- 2.12 Assists in maintaining concrete bridges and sidewalks.
- 2.13 Assists in cleaning ditches and culverts.
- 2.14 Repairs potholes.
- 2.15 Performs the duties of the Building Maintenance Custodian in the absence of the Custodian.
- 2.16 Performs related duties.

3. KNOWLEDGE REQUIRED BY THE POSITION

- 3.1 Knowledge of landscaping and field maintenance equipment, materials and methods.
- 3.2 Knowledge of traffic hazards and traffic safety principles, practices and procedures.
- 3.3 Knowledge of proper lifting techniques and personal protective equipment.
- 3.4 Knowledge of departmental and town policies and procedures.
- 3.5 Knowledge of horticulture, landscaping and tree care.
- 3.6 Knowledge of recreation field maintenance and playground equipment.
- 3.7 Skill in the maintenance and repair of plumbing, HVAC and electrical systems.
- 3.8 Skill in comprehending and following safety rules and regulations.
- 3.9 Skill in understanding and following oral and/or written policies, procedures and instructions.
- 3.10 Skill in communicating effectively with others.

4. SUPERVISORY CONTROLS

- 4.1 The Public Works Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

5. GUIDELINES

- 5.1 Guidelines include department and town policies and procedures. These are generally clear and specific, but may require some interpretation in application.

6. COMPLEXITY/SCOPE OF WORK

- 6.1 The work consists of related technical duties and in the winter includes maintenance of sidewalks and town roads. Inclement weather contributes to the complexity of the position.
- 6.2 The purpose of this position is the maintenance of town buildings, grounds, parks and recreation facilities. Success in this position contributes to safe and well maintained buildings and grounds.

7. CONTACTS

- 7.1 Contacts are typically with co-workers, vendors, contractors, and members of the general public.
- 7.2 Contacts are typically to provide services, to give or exchange information, or to resolve problems.

8. PHYSICAL DEMANDS/ WORK ENVIRONMENT

- 8.1 The work is typically performed while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee occasionally lifts light and heavy objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- 8.2 The work is typically performed in the field, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

9. SUPERVISORY AND MANAGEMENT RESPONSIBILITY

- 9.1 None.

10. MINIMUM QUALIFICATIONS

- 10.1 Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- 10.2 Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- 10.3 Possession of or ability to readily obtain a valid driver's license issued by the State of Vermont for the type of vehicle or equipment operated.

APPENDIX H
**POLICY FOR DRUG AND ALCOHOL TESTING FOR COMMERCIAL DRIVER'S LICENSE
HOLDERS**

Drug and Alcohol Testing for Commercial Driver's License—Qualified Employees

Drug and Alcohol testing for Town employees is conducted in accordance with regulations issued by the Federal Department of Transportation and other Federal and State Laws and regulations. These regulations require controlled substance and alcohol use testing for all drivers that are required to have a Commercial Drivers License (CDL).

The purpose of this policy is to provide safer roads and highways for members of the community. Commercial drivers are selected for drug and alcohol testing procedures in these regulations because of their frequent use of the roads and highways while operating commercial motor vehicles.

Drug and alcohol testing is required for all Town employees who are required to hold a CDL (CDL Qualified employees). Drug and alcohol testing will be performed under the following circumstances:

Pre-employment drug testing will be conducted for all CDL Qualified applicants who receive a conditional offer of employment from the Town. Employment will begin upon receipt by the Town of a negative test result from the pre-employment drug test.

Reasonable suspicion testing for alcohol and/or drugs will be conducted when a CDL Qualified employee's appearance or conduct are indicative of use of alcohol and/or drugs. The actions or observations of the driver must occur while the driver is on duty or just preceding the work period, or just after the period of the work day. The conduct, appearance, or actions of the driver must be observed by a supervisor or Town official trained in detection of probable alcohol and/or drug use.

Random testing for alcohol and drugs will be conducted in accordance with Federal and State regulations.

Post Accident testing for alcohol and drugs will be conducted in accidents in which a fatality occurs or in an accident which results in a citation issued to the driver by a law enforcement authority for a moving violation or in accidents where reasonable suspicion indicates misuse of alcohol or drugs.

Return-to-Duty and Follow-Up Testing are required when a driver who has violated the prohibited alcohol conduct standards (as outlined in articles #1 through #8 below) or has tested positive for drugs, returns to performing safety-sensitive duties. These tests will be conducted in accordance with Federal and State regulations.

Drug testing will consist of urine sampling and alcohol testing will use breath sampling. The testing program followed by the Town will be done in conjunction with the Vermont League of Cities and Towns Property a Casualty Inter-municipal Fund (VLCT-PACIF) consortium for CDL Qualified employees of the cities and towns of Vermont. The testing procedures will be conducted through a contractual arrangement between VLCT-PACIF and Medical Testing Services (MTS), using a laboratory designated by the Department of Health. All testing procedures will follow the drug and alcohol testing procedures as outlined in the Federal and State Regulations.

The testing program for drugs will be limited to the five following drug types:

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- marijuana
- cocaine
- opiates
- amphetamines, and,
- phencyclidine (PCP).

A record of the type of test (e.g., pre-employment, random, reasonable suspicion, post accident return-to-duty or follow-up), date of collection, location of collection, entity performing the collection, name of the laboratory, name of the Medical Review Officer, and the test results will be kept in each CDL Qualified employee's confidential personnel file.

If a CDL Qualified employee refuses to submit to alcohol or drug testing, he or she shall not be permitted to perform or continue to perform safety sensitive functions in the workplace and shall be subject to the disciplinary actions for a First Offense or Second Offense for Alcohol and/or Drugs as outlined below.

As per the federal regulations, refusal to sign the certification in part 2 of the U.S. Department of Transportation Breath Alcohol Testing form shall be regarded as a refusal to take a test. Not providing an adequate amount of breath may also be regarded as a refusal to take a test.

In drug testing, intentional failure to provide sufficient urine may constitute a refusal.

In addition to the restrictions and prohibitions of alcohol and drug use outlined in Section 904, the following conditions shall be required of all CDL Qualified employees (drivers):

1. A driver shall not use alcohol when performing safety sensitive functions nor perform safety sensitive functions within four hours of using alcohol.
2. A driver shall not report for duty or remain on-duty when his or her job requires performing safety sensitive functions if he or she has been using drugs or has tested positive for drug use.
3. A driver is performing a safety sensitive function when:
 - a) waiting at a terminal facility, or other property to be dispatched, unless the driver has been relieved from duty by the Town.
 - b) performing pre-trip inspections or servicing the motor vehicles;
 - c) driving the motor vehicle;
 - d) on the vehicle;
 - e) loading or unloading the vehicle, supervising the loading or unloading, giving receipts for the load, or remaining in readiness to operate the motor vehicle;
 - f) performing duties and services at an accident scene; or
 - g) repairing, obtaining assistance, or remaining in attendance of a disable vehicle.
4. A driver shall not report for or remain on duty performing a safety sensitive function while having a blood alcohol concentration of 0.04 or greater;
5. A driver shall not abuse controlled substances;
6. A driver shall not be on duty or operate a commercial motor vehicle while possessing alcohol unless the alcohol is manifested and transported as part of a shipment;

7. A driver shall not use alcohol for eight hours following an accident unless the driver has been given a post-accident test; and,
8. A driver shall not refuse to submit to a required alcohol and/or drug test involving post-accident, random reasonable suspicion or follow-up testing.

In addition, under the Federal regulations, drivers that report to work on a particular day and are not operating motor vehicles that day are still subject to the testing requirements of the regulation.

Any CDL Qualified employee who violates any part of this policy will be subject to disciplinary action, up to and including termination of employment. The specific consequences for a positive alcohol or drug test are:

FIRST OFFENSE — ALCOHOL

- If a CDL Qualified employee who tests 0.04 BAC or above in the alcohol test and this is his/her first offense of this policy, he/she: 1) shall not be permitted to perform in a safety sensitive position; 2) shall be advised of available resources for solving drug and alcohol problems; 3) shall be evaluated by a Substance Abuse Professional (SAP); 4) shall comply with the treatment recommendation by the SAP; 5) shall make weekly progress reports to the Town during the treatment period; 6) shall undergo a Return-to-Duty breath test with negative test results; and; 7) shall be subject to unannounced follow-up breath tests for up to five years depending on the evaluation of the SAP.
- In addition, if a CDL Qualified employee tests 0.04 or above in the alcohol test, he/she shall be suspended without pay until conditions #2 through #6 outlined in the above paragraph are met. If the CDL Qualified employee does not make a good faith effort, in a timely manner (as so determined by the Town), to meet the above described conditions, he or she may be terminated.
- If a CDL Qualified employee tests over 0.02 BAC but less than 0.04 BAC in the alcohol test, he/she shall not be permitted to perform safety sensitive functions until the start of the employee's next scheduled duty period, but not less than twenty-four hours following the test. Any work hours lost as a result of this condition shall be considered time lost without pay.

SECOND OFFENSE — ALCOHOL

- If a CDL Qualified employee tests 0.02 BAC or above and this is his/her second offense of this policy, the employee will be terminated immediately.

FIRST OFFENSE — DRUGS

If a CDL Qualified employee tests positive for drugs and this is his/her first offense of this policy, he/she: 1) shall not be permitted to perform in a safety sensitive position 2) shall be advised of available resources for solving drug and alcohol problems; 3) shall be evaluated by a Substance Abuse Professional (SAP); 4) shall comply with the treatment recommendation by the SAP; 5) shall make weekly progress reports to the Town during the treatment period; 6) shall undergo a Return-to-Duty drug test with negative test results; 7) shall be subject to unannounced follow-up drug tests for up to five years depending on the evaluation of the SAP.

In addition, if a CDL Qualified employee tests positive for drugs; he/she shall be suspended without pay until conditions #2 through #6 outlined in the above paragraph are

met. If the CDL Qualified employee does not make good faith effort, in a timely manners (as so determined by the Town), to meet the above described conditions, he or she may be terminated.

SECOND OFFENSE-DRUGS

- If a CDL Qualified employee tests positive for drugs and this is his/her second offense o of this policy, the employee will be terminated immediately.

The Medical Review Officer (MRO) for the Town will be the MRQ so designated by the VLCT PACIF consortium.

The Substance Abuse Professional (SAP) for the Town will be the SAP so designated by the VLCT PACJF consortium or any other Federally certified SAP so designated by the Town.

The Person Identified to answer questions about the controlled substance and alcohol testing policies and programs of the Town is the Business Manager/Personnel Director. Additional information about programs regarding the effect of alcohol and drugs on health, work and personal life, and available drug and alcohol counseling and rehabilitation programs are available through the Town's Employee Assistance Program (Section 310.), or through the Town's Business Manager/Personnel Director, or through the VLCT-PACIF Loss Prevention Program.

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