

Memorandum of Agreement

By and between the

New England Police Benevolent Association, Inc., Local 411,

And

The Town of Milton, Vermont

WHEREAS, the Town of Milton (the "Town") and New England Police Benevolent Association, Inc., Local 411 (the "Union"), have entered into a collective bargaining agreement (the "Agreement") to for the period July 1, 2022 through June 30, 2027, and;

WHEREAS, the Town and the Union acknowledge the mutual difficult challenges facing the law enforcement profession, and;

WHEREAS, this Memorandum of Agreement (the "MOA") has been ratified by both the Local 411's membership and the Town's Selectboard.

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree the following changes will be incorporated into the parties' current collective bargaining agreement, subject to the aforementioned ratifications and Town Meeting appropriation:

1. Article Nine – Rates of Pay, 9.0

Change and amend as follows:

General Increases – The step-based wage grids appearing in Appendix B shall establish hourly rates for all bargaining unit employees from July 1, 2022 to June 30, 2027. Each employee's step level as of July 1, 2022 and through June 30, 2027, shall be as indicated in Appendix B. The Town may place a newly hired Employee into a step commensurate with their prior experience giving a step for each year of experience ~~not to exceed step 5~~. On each successive July 1st of employment thereafter, shall move to the next higher step.

2. Article Nine – Rates of Pay, 9.7 (Hiring Bonus)

Create a new section as follows:

The hiring bonus is set at \$25,000 and will be paid out over the course of 5 years in \$5,000 annual increments. There are five (5) options available for employees to select from each year. Employees may choose the same option each year or elect to choose different options each year. Payment of the yearly bonus will depend on the option that is selected. Some options allow for upfront or

immediate allocation of funds, while others require the employee to complete a full year of service, at which point the bonus will be paid out on the employee's anniversary date of hire. The employee shall decide which option they want to choose within 30 days after their date of hire and within 30 days following their anniversary date in subsequent years. Employees are encouraged to consult with a tax advisor prior to choosing their option. The Town shall not be held responsible for any employee's tax consequences as it relates to their hiring bonus or the option they select.

The options for the hiring bonus are as follows:

- **Lump Sum Payment** – The employee may elect to take the \$5,000 bonus as a lump sum payment. This payment option shall be paid out on the employee's anniversary date of hire upon completion of a year of service, for any year in which the lump sum payment is the employee's elected choice.
- **Loan Repayment** – The employee may elect to have the Town make a \$5,000 payment towards their student loans. This payment option shall be paid out on the employee's anniversary date of hire upon completion of a year of service, for any year in which it is the employee's elected choice.
- **Investment Accounts** – The employee may elect to have the Town make a \$5,000 contribution into an investment account. This will include a Traditional IRA, Roth IRA, 457b, or HSA. This payment option shall be paid on the employee's anniversary date of hire upon completion of a year of service, for any year in which it is the employee's elected choice.
- **Time Accruals** – The employee may elect to utilize the \$5,000 bonus to purchase vacation time, compensatory time and/or sick leave from the Town. This option shall be implemented immediately if it is the employee's elected choice for that year. In the event of the employee's premature separation before the conclusion of that year, it will result in the forfeiture of their right to any of the remaining leave accruals which were acquired through the use of the \$5,000 bonus. Any leave accruals earned as a result of the employee's normal monthly time accrual will not be subject to forfeiture and will be paid out according to the collective bargaining agreement. Time may be purchased in any combination by the employee wishes, up to the annual bonus amount of \$5,000. The value of the leave purchased shall be based on the employee's current rate of pay and are restricted by the following caps below:
 - Vacation Time: 60 hours Max
 - Sick Leave: 120 hours Max
 - Compensatory Time: 60 hours Max

- **Child Care Costs** – The employee may elect to have the Town make monthly payments towards the cost of their childcare, up to a maximum of \$5,000 per year. This option can be implemented immediately if it is the employee's elected choice for that year. In the event of the employee's premature separation before the conclusion of that year, it will result in the forfeiture of their right to any of the remaining bonus amount scheduled to be paid out during the remainder of that year.

3. Article Ten – Hours of Work, 10.15 (Detectives)

Create a new section as follows:

Detectives shall be assigned on-call on a rotational basis to serve as the on-call Detective. The on-call Detective shall be immediately available for duty during all off-duty hours in a designated duty week. The term "immediately available for duty" shall mean the Detective shall be subject to reasonable restriction by the Department in order to respond to an initial call within one-half (1/2) hour and will be on-duty within one (1) hour of answering the initial call. The on-call Detective shall receive \$25.00 per day of on-call pay for each day they are assigned on-call.

Only one Detective shall be eligible for on-call pay during a 24-hour time period. A rotational schedule shall be established by the Detective Unit and must be approved by the Chief of Police.

Personally Assigned Vehicles

Employees who are assigned to the Bureau of Criminal Investigations (BCI) Unit shall be provided with an unmarked personally assigned vehicle for the duration of their assignment in that position. The vehicle shall serve as the Detective's primary means of transportation during the course of their scope of duties. The vehicle shall be utilized and maintained in accordance with MPD's policies and should be taken home to allow for after-hours response. The Chief of Police reserves the right to recall all vehicles with little or no notice. All vehicle associated costs to include, fuel will be paid for by the Town of Milton. All maintenance scheduling will be the responsibility of the Detective, but needs to be approved by the Chief of Police or their designee prior to going into an approved shop or garage for maintenance.

4. Article Nineteen – Member Benefits, 19.5 (Sick Leave Incentive)

Add as follows:

Employees of the Milton Police Department shall be eligible to utilize the sick leave incentive upon their decision to retire from active service with the Department. In order to be eligible for the sick leave incentive, an employee must have completed at least 21 years of active service with the Department. The sick leave incentive is offered on behalf of the Town of Milton as a sick leave buyback program in which an employee shall be eligible to receive financial compensation for a portion of their accrued and unused sick leave upon their retirement. The maximum number of

hours the Town shall buy back is dependent upon the total number of years of service the employee has completed, as indicated by the table below:

<u>Years of Service</u>	<u>Hours of Sick Leave</u>
<u>21</u>	<u>150</u>
<u>22</u>	<u>275</u>
<u>23</u>	<u>400</u>
<u>24</u>	<u>525</u>
<u>25</u>	<u>650</u>

Employees are not permitted make any sick leave donations or transactions with fellow employees for the purpose of increasing a retiring employee's sick leave balance.

Nothing prohibits an employee from selling less than the maximum allowable amount of sick leave based upon their years of service.

Employees must have accrued the balance of sick leave they want to sell back by the time they reach their date of retirement. The sick leave incentive shall be calculated and paid out based upon the employee's current rate of pay on the date of their retirement.

When an employee elects to utilize the sick leave incentive, they must provide the Chief of Police with a minimum 6-month (182 days) notice of their intent to retire.

If an employee has provided the proper notice and seeks to modify their original retirement date, they may do so as long as it does not exceed 6 months (182 days) beyond their original retirement date. If the new retirement date extends beyond the original date by greater than 6 months (182 days), the notice will be considered void, and the employee will be required to resubmit their notice of intent to retire in accordance with the guidance above.

5. Appendix B – WAGE SCALE

Change and amend as follows:

<u>10/6/2024</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Patrol	<u>34.93</u>	<u>35.80</u>	<u>36.70</u>	<u>37.61</u>	<u>38.36</u>	<u>39.13</u>	<u>39.91</u>	<u>40.71</u>	<u>41.53</u>	<u>42.36</u>	<u>43.21</u>	<u>44.07</u>	<u>44.95</u>	<u>45.85</u>	<u>46.77</u>
Cpl				<u>39.49</u>	<u>40.28</u>	<u>41.09</u>	<u>41.91</u>	<u>42.75</u>	<u>43.60</u>	<u>44.48</u>	<u>45.37</u>	<u>46.27</u>	<u>47.20</u>	<u>48.14</u>	<u>49.10</u>
Sgt					<u>42.30</u>	<u>43.14</u>	<u>44.01</u>	<u>44.89</u>	<u>45.78</u>	<u>46.70</u>	<u>47.63</u>	<u>48.59</u>	<u>49.56</u>	<u>50.55</u>	<u>51.56</u>

<u>7/1/2025</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Patrol	<u>35.54</u>	<u>36.43</u>	<u>37.34</u>	<u>38.27</u>	<u>39.04</u>	<u>39.82</u>	<u>40.62</u>	<u>41.43</u>	<u>42.26</u>	<u>43.10</u>	<u>43.96</u>	<u>44.84</u>	<u>45.74</u>	<u>46.66</u>	<u>47.59</u>
Cpl				<u>40.19</u>	<u>40.99</u>	<u>41.81</u>	<u>42.65</u>	<u>43.50</u>	<u>44.37</u>	<u>45.26</u>	<u>46.16</u>	<u>47.09</u>	<u>48.03</u>	<u>48.99</u>	<u>49.97</u>
Sgt					<u>43.04</u>	<u>43.90</u>	<u>44.78</u>	<u>45.68</u>	<u>46.59</u>	<u>47.52</u>	<u>48.47</u>	<u>49.44</u>	<u>50.43</u>	<u>51.44</u>	<u>52.47</u>

<u>7/1/2026</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Patrol	<u>36.16</u>	<u>37.07</u>	<u>37.99</u>	<u>38.94</u>	<u>39.72</u>	<u>40.52</u>	<u>41.33</u>	<u>42.15</u>	<u>43.00</u>	<u>43.86</u>	<u>44.73</u>	<u>45.63</u>	<u>46.54</u>	<u>47.47</u>	<u>48.42</u>
Cpl				<u>40.89</u>	<u>41.71</u>	<u>42.54</u>	<u>43.39</u>	<u>44.26</u>	<u>45.15</u>	<u>46.05</u>	<u>46.97</u>	<u>47.91</u>	<u>48.87</u>	<u>49.85</u>	<u>50.84</u>
Sgt					<u>43.79</u>	<u>44.67</u>	<u>45.56</u>	<u>46.47</u>	<u>47.40</u>	<u>48.35</u>	<u>49.32</u>	<u>50.31</u>	<u>51.31</u>	<u>52.34</u>	<u>53.39</u>

Placement

Name	7/1/24	Step	10/6/24	Step	7/1/25	Step	7/1/26	Step
Locke	44.89	S-18	<u>47.63</u>	<u>S-11</u>	49.44	<u>S-12</u>	<u>51.31</u>	<u>S-13</u>
Philbrook	44.89	S-18	<u>47.63</u>	<u>S-11</u>	49.44	<u>S-12</u>	<u>51.31</u>	<u>S-13</u>
Grenier	41.91	C-17	<u>44.48</u>	<u>C-10</u>	<u>46.16</u>	<u>C-11</u>	<u>47.91</u>	<u>C-12</u>
Bosworth	40.71	P-18	<u>43.21</u>	<u>P-11</u>	44.84	<u>P-12</u>	<u>46.54</u>	<u>P-13</u>
Porter	38.53	C-13	<u>42.75</u>	<u>C-8</u>	<u>44.37</u>	<u>C-9</u>	<u>46.05</u>	<u>C-10</u>
Carlson	34.93	P-11	<u>39.91</u>	<u>P-7</u>	<u>41.43</u>	<u>P-8</u>	<u>43.00</u>	<u>P-9</u>
Coulombe	34.91	C-9	<u>41.09</u>	<u>C-6</u>	42.65	<u>C-7</u>	<u>44.26</u>	<u>C-8</u>
McQueen	32.43	P-8	<u>38.36</u>	<u>P-5</u>	<u>39.82</u>	<u>P-6</u>	<u>41.33</u>	<u>P-7</u>
Jones	33.22	C-7	<u>39.49</u>	<u>C-4</u>	<u>40.99</u>	<u>C-5</u>	<u>42.54</u>	<u>C-6</u>
Noel	30.87	P-6	<u>36.70</u>	<u>P-3</u>	<u>38.27</u>	<u>P-4</u>	<u>39.72</u>	<u>P-5</u>
Flynn	27.97	P-2	<u>35.80</u>	<u>P-2</u>	<u>37.34</u>	<u>P-3</u>	<u>38.94</u>	<u>P-4</u>
Stell	27.29	P-1	<u>34.93</u>	<u>P-1</u>	<u>36.43</u>	<u>P-2</u>	<u>37.99</u>	<u>P-3</u>
Ballard	27.29	P-1	<u>34.93</u>	<u>P-1</u>	<u>36.43</u>	<u>P-2</u>	<u>37.99</u>	<u>P-3</u>

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives this 7th day of October 2024.

This Agreement has been ratified by the Town of Milton Selectboard and by New England Police Benevolent Association, Inc., Local 411 and to appropriation by Town Meeting. This Agreement shall be implemented and fully executed.

This Agreement has been duly executed by authorized representatives of the Town of Milton and by New England Police Benevolent Association, Inc., Local 411

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 7th day of October, 2024,

TOWN OF MILTON,
duly authorized,



NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 411,
duly authorized,

 09-25-2024