

AGREEMENT Re: ACTING CHIEF OF POLICE

Between TOWN OF RICHMOND, VT (“Town”) and  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 415 (“Union”)

WHEREAS Richmond Chief of Police Larry Muldoon (“Muldoon”) will retire on July 23;

WHEREAS the Town of Richmond wishes to appoint Sergeant Kyle Kapitanski (“Kapitanski”) as Acting Chief of the Police Department and Kapitanski wishes to accept this appointment;

WHEREAS Kapitanski is a member of the Union bargaining unit; and

WHEREAS the Union supports the Towns’ appointment of Kapitanski as Acting Chief;

The undersigned parties hereby agree as follows:

- 1) Kapitanski shall be compensated during his tenure as Acting Chief by payment of salary at the level which was being paid to Muldoon at the time of Muldoon’s retirement.
- 2) Kapitanski’s enrollment in benefits set forth in Article 25 of the parties collective bargaining agreement (hereafter “Contract”), and respective employer/employee contributions for premiums, shall remain unchanged during the Acting Chief assignment.
- 3) Because the Acting Chief assignment will last more than 30 consecutive calendar days, Kapitanski shall not be paid overtime during his assignment to the Acting Chief position.
- 4) Kapitanski shall continue to pay Union Dues during his assignment to the Acting Chief position and the Town shall continue any deductions and remittance which previously had been in place.
- 5) Kapitanski shall not participate in any Union activities during his assignment to the Acting Chief position, nor shall he at any time share with the Union or any member thereof management information which he may encounter during the Acting Chief assignment.
- 6) Should the Town deem it necessary to institute disciplinary action concerning Kapitanski during the Acting Chief assignment, Kapitanski shall be entitled to the procedures and protections concerning same which are afforded to bargaining unit members under the Contract.
- 7) Unless reasonably necessary to carry-out the duties of Acting Chief, Kapitanski shall not review confidential or personnel file information about other Union members which may be accessible to him during his assignment as Acting Chief.

8) The period during which Kapitanski serves as Acting Chief shall be counted as years of service for the purpose of determining his hourly rate pursuant to Article 31 of the Contract upon termination of the Acting Chief assignment.

9) Any grievances by bargaining unit members under Article 11 of the Contract shall be initiated at Step 3 during Kapitanski's Acting Chief assignment.

10) This Agreement shall remain in effect from the date Krapinski begins serving as Acting Chief, which date is anticipated to be July 24, until the date a new Chief begins active duty.”

For the Town of Richmond:

For NEPBA Local 415:

\_\_\_\_\_ Date

\_\_\_\_\_ Date