

**AGREEMENT**

**Between**

**CITY OF BURLINGTON**

**and the**

**BURLINGTON POLICE OFFICERS' ASSOCIATION**

**Effective Dates**

**July 1, 2022 - June 30, 2025**

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This AGREEMENT is made and entered into this \_\_\_\_ day of September, 2022 and, with respect to compensation and benefits contributions, effective retroactively to July 1, 2022 for those covered employees on the City payroll as of the date of execution hereof unless otherwise indicated by and between the City of Burlington, Vermont, hereinafter referred to as the City, and the Burlington Police Officers' Association, Fraternal Order of Police Lodge 021, hereinafter referred to as the Union.

#### PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain the right to operate the City government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency of employees in City government; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City;

NOW, THEREFORE, both parties mutually agree, in consideration of the mutual covenants and agreements herein contained that their objective is for the good and welfare of the City and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

#### ARTICLE I - RECOGNITION

The City recognizes the Burlington Police Officers Association, Fraternal Order of Police Lodge 021 as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible Class A employees below the rank of sergeant of the Burlington Police Department and agrees hours of work and conditions of

employment will be negotiated in the forum of collective bargaining. The term “employee” as used in this Agreement shall refer only to these aforementioned employees.

## ARTICLE II - NON-DISCRIMINATION

2.1 Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, sexual orientation, or handicapped condition. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

2.2 Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. The City shall collect dues in the amount certified by the Union from each paycheck of employees who have provided written authorization of this deduction to the City and convey those dues to the Union. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.3 The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

2.4 Nothing herein shall be construed to interfere with the Union’s right to establish and maintain by-laws.

## ARTICLE III - CITY FUNCTIONS

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties; these rights include, but are not limited to, the right:

To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;

To schedule and assign work to employees;

To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;

To determine the classification, qualifications and staffing of jobs, and to transfer employees within the Department;

To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds;  
To hire and terminate employees;

To maintain order, and to suspend, demote, discipline and discharge employees for just cause;

To make, publish and require observance of reasonable rules and regulations;

To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety and welfare.

#### ARTICLE IV - NO STRIKE, NO LOCK OUT

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

4.2 The Union agrees to notify all officers, members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

4.3 The City may discharge or discipline any employee who violates this Article; such discipline or discharge shall be reviewable through the grievance procedure.

4.4 In the event of any violation of paragraph 4.1 of this Article, there shall be no financial liability on the part of the signatory Union and/or the officers thereof, provided that the signatory officers promptly after notice of the beginning of such action shall publicly, and to

their members, declare such action to be a violation of this Agreement and promptly order their members to return to work.

## ARTICLE V - SENIORITY

5.1 Seniority shall be defined as an employee's length of continuous full-time service following date of hire, or for returning employees, their most recent date of hire. Seniority for all purposes shall be terminated for any of the following reasons:

- a) Voluntary quit;
- b) Discharge, except when the employee is reinstated through the grievance procedure;
- c) Failure to report after notice is given consistent with the limitations set forth in paragraph 8.5;
- d) Absence for three (3) consecutive working days without reporting to the City unless unable to do so;
- e) Failure to report for work at the end of a leave of absence or extension thereof;
- f) Failure to be recalled from lay-off or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months; and
- g) Retirement.

5.2 The Department shall maintain a current seniority list available to all employees. In the event that two or more employees are hired on the same day, a determination of employee seniority is based on month and day of birth, notwithstanding paragraph 5.4 herein. Any employee aggrieved by placement on the seniority list may appeal in writing to the Department Head. If the grievance is not resolved within ten (10) days from the appeal, the Union may request arbitration within three (3) days by letter to the Chief.

5.3 Notwithstanding the above, a former employee who returns to employment as a sworn officer within three years following resignation shall be eligible to accrue vacation time under paragraph 12.1 based on the employee's total years of service in the bargaining unit.

5.4 Any employee promoted to a supervisory position shall not lose their seniority, but shall not accumulate bargaining unit seniority for the time worked outside of the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year. An employee returning to the bargaining unit under this section shall return to the last held position warranted by their seniority.

#### ARTICLE VI - PROBATION AND PROBATIONARY PERIODS

6.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status. Any permanent employee who is promoted shall be considered as a special probationary employee before being permanently appointed to the new or related position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

6.2 Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed a probationary period of twelve (12) consecutive months after date of hire. An employee who was previously employed by the Department and returns to work shall be a probationary employee until eight (8) months after having successfully completed field training or reorientation. The probationary period may be extended by the Department Head with mutual consent of the Union.

6.3 Upon the successful completion of the probationary period, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Permanent employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

6.4 Employment contract. Effective 1/1/99, all new employees shall be required to sign an employment contract which requires a two-year work commitment from each new employee. This contract would be executed in acknowledgement of the training costs incurred by the City in training new officers. The language of the contract shall be agreed to by the City and the Union and shall include language which requires the employee to remain at BPD for a two-year term or to repay the City for the training costs incurred during their employment.

## ARTICLE VII - FILLING OF VACANCIES

7.1 For the purposes of this Article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions or demotions take place in the bargaining unit.

7.2 Notice of permanent bargaining unit vacancies shall be posted for a period of ten (10) working days. Such notice shall state the position, classification, rate of pay and qualifications for the job.

7.3 All vacancies shall be filled within one hundred eighty (180) days of occurrence, subject to the availability of qualified applicants. Nothing herein shall prevent the Department and the Union from agreeing to an extension of the time limit herein. A person shall be ineligible for appointment as a sworn member of the Burlington Police Department if they were previously terminated for disciplinary reasons from any commissioned or recruit/probationary position with a law enforcement agency.

7.4 Regular and Senior Police Officer. After completion of the probationary period, a new employee shall assume the position of full time police officer. After the completion of three five (5) of continuous service (including the probationary year), an officer shall assume the title of senior police officer. The title of senior police officer shall not be considered a promotion but shall represent that the officer has completed the requisite years of service with the Department to assume such title.

7.5 Corporal. After completion of seven (7) years of continuous service (including the probationary year), an officer shall assume the title of corporal. The title of corporal shall not be considered a promotion but shall represent that the officer has completed the requisite years of service with the Department to assume such title.

7.6 Employees with more than three years' law enforcement experience, including at least one year with the Department, shall be eligible to be assigned as Field Training Officers. They will be responsible for performing the related duties of a Field Training Officer when assigned to train a new employee. Field Training Officers will receive a minimum of thirty-two (32) hours of related training at an approved training course. In the event of a lack of qualified Field Training Officers, the Department may delegate the related field training responsibilities to other employees with more than three years' time in service with the Department. If no qualified



Field Training Officer is on shift with a trainee, the Officer in Charge shall assign the trainee to observe another officer. To be selected as a Field Training Officer after execution of this agreement, an officer must submit and management will consider the following: the candidate's evaluations, referrals from supervisors, the candidate's written knowledge test, and the candidate's successful score on a patrol procedures practical exam drafted by consensus of the Department and Union experts in the field, with the final approval of the Chief. Officers exercising field training officer responsibility or assigned an officer in training shall be paid an extra \$50.00 for each day of such duty.

#### ARTICLE VIII - LAYOFF AND RECALL

8.1 The City in its discretion shall determine when layoffs are necessary. Layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of a layoff or a reduction in force, employees will be laid off in accordance with their rank and seniority. When two or more employees have equal rank and seniority, then the Chief of Police and a representative selected by the Union will review the performance and personal history of the affected employees, including comparative experience, skill, ability and qualifications. The Chief of Police will determine the order of layoff after this consultation with the Union representative.

8.2 The City shall notify the Union of any contemplated layoffs as early as possible and shall notify any affected employee no later than two (2) weeks prior to the effective date of such layoff. No employee will be laid off under this section if the reduction in force can be accomplished within three (3) months by normal employee turnover.

8.3 In the event that a laid off employee remains unemployed, the City shall allow the employee to buy the current medical insurance coverage for one (1) year at the group rate which the City pays provided this arrangement does not conflict with the insurance carrier's regulations. Employees on layoff status shall be afforded preferred consideration for any part-time or seasonal work which is available. To the extent that federal or state law requires an employer to offer coverage continuation beyond this period, the City shall offer coverage as required.

8.4 A laid off employee will enjoy recall rights for two (2) years from the date the employee is laid off, and will continue to accrue seniority up to a maximum of two (2) years. If

there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. Further, return to work is contingent on the successful completion of a background investigation, polygraph, and medical exam and shall include a one-year probationary period.

8.5 Employees who are eligible for recall shall be given fourteen (14) days' notice of recall, which shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Department of their intention to return within seven (7) calendar days after receiving notice of recall, and shall make their employment available within 3 weeks of notice of intention to return to duty. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee to the Department.

8.6 Once an employee has been afforded the opportunity of recall under this section and has refused such recall, the employee shall be deemed to have waived all recall rights under this section.

8.7 The City shall have the option to fill one (1) Supply position and two (2) Identification (ID) position with individuals who are not sworn police officers (i.e. civilian personnel). If one or more the Supply or ID positions are assigned to a civilian, that position will no longer qualify for inclusion in the bargaining unit and will not be represented by the Union, so long as it remains filled by a civilian. No currently employed police officer shall be laid off solely as a result of the civilianization of the Supply position and ID positions.

#### ARTICLE IX - RATES OF PAY

9.1 Effective retroactive to July 1, 2022, for those employees on the Department payroll as of the date of execution of this Agreement, a cost of living adjustment (COLA) shall be applied to base pay as follows:

For FY23 (July 1, 2022 to June 30, 2023)	12%
For FY24 (July 1, 2023 to June 30, 2024)	5%
For FY25 (July 1, 2024 to June 30, 2025)	3%

The wage scale in effect for the period of this agreement is set forth in Appendix A attached hereto, and all references to adjustments and pay steps herein refer specifically to Appendix A.

9.1A Retention Bonus: Commencing in FY 2011, all current employees as of January 10, 2011 shall be paid a retention bonus of \$1,200 annually, no later than the end of the fiscal year, in a format that does not create any additional tax obligations for covered employees than would be created by the issuance of a check separate from the weekly payroll check. This bonus shall continue for the duration of their employment. This bonus shall not be available to individuals who are simultaneously receiving a recruitment bonus, except to the extent the retention bonus exceeds the recruitment bonus. For example, if the recruitment bonus was \$1,000 and the retention bonus was \$1,200, the employee would receive the \$200 difference. This bonus shall not be counted in the determination of average final compensation or for any other purposes except as required by law.

9.2 The parties agree that the compensation agreement reached by the parties in a prior Agreement has fully resolved all "internal equity" issues related to the comparison of wages for BPOA members to other City employees and that the BPOA agrees that it will not raise internal equity issues in any future collective bargaining negotiations or proceedings. The sole exception to this agreement is that the BPOA would be able to raise the issue of internal equity should the City adopt a new classification plan (excluding plans for BED and the BSD). The parties further agree that this limitation does not preclude the BPOA from taking the position in future collective bargaining that the Department has made material changes in the essential job functions of the position of police officer/corporal that warrant an adjustment in compensation.

9.3 Commencing March 27, 2006, there shall be a shift differential in the amount of \$1.30 per hour for all regularly scheduled evening shift hours. There shall be a shift differential in the amount of \$1.45 for all regularly scheduled midnight shift hours and commencing on the date of execution of this agreement, for any airport shift hours prior to 7:00 am. There shall be a shift differential in the amount of \$1.00 per hour for all regularly scheduled day shifts worked on Saturdays and Sundays. Shift differentials shall not apply when an employee is on any paid or unpaid leave or for hours worked on callbacks.

Shift differentials shall apply only to time actually worked on regularly scheduled shifts, and shall not apply when an employee is on any paid or unpaid leave or for hours worked on callbacks, nor shall they apply to employees regularly scheduled to work day shift, regardless of the hours actually assigned and worked on day shift.

9.4 Effective retroactive to July 1, 2016, for those detectives on the Department payroll as of August 29, 2016, detectives, including those assigned to CUSI, shall be eligible for on-call pay in the amount of \$200 per week (in addition to any pay for time actually worked during that period) for each week they are scheduled to be on call. Detectives on call are expected to be available by phone immediately and able to respond to a scene in a timely manner during the on-call period.

9.5 Former Law Enforcement Experience Incentive.

The Chief or the Chiefs designee may adjust the entry level pay step level for new employees or for former employees of the Burlington Police Department who may seek reemployment, based on their relevant prior law enforcement experience. Subject to limitations set forth below, one (1) step may be credited for every one (1) year of relevant prior full time law enforcement experience to include Municipal, State, Federal and Military Police. However, under no circumstances shall a new employee be placed beyond pay step 7 of the wage scale. Returning employees may be placed on the wage scale based upon prior years of BPD service.

9.6 It is the employee's responsibility to provide satisfactory documentation for any claimed service (other than for City service) prior to completion of probation. The Chief shall determine if the character of the prior experience merits a full or partial step adjustment. Prior service may be rounded to the nearest full year in making computations under this paragraph.

9.7 Adjustments made pursuant to this paragraph shall be made effective upon the employee's date of hire, or in the case of a former employee returning to, on the effective date of re-employment. Thereafter, the employee will become eligible for the next step increase on the employee's anniversary date.

9.8 It is understood and agreed that this paragraph does not apply to former employees returning after involuntary separation due to layoff, furloughs or reduction in force. In such instances, provisions in Article XIII (Layoffs and Recall) of this Agreement shall apply.

Where other types of leave or separations are specifically referenced herein, those specific references shall remain in force and effect.

## ARTICLE X - HOURS OF WORK

10.1 It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and are subject to change. The City retains the right to schedule straight time, overtime hours, number of shifts, and to make unscheduled shift assignments, subject only to the limitations as set forth herein.

Employees will not be assigned to dispatch Fire Department Vehicles unless it is voluntary and they have received the required training.

### 10.2 Definitions

**WORKDAY:** The normal work day shall consist of a twenty-four (24) hour period, beginning with a starting time and ending at the same time the following day.

**WORK PERIOD:** The normal work period shall consist of seven (7) consecutive days beginning on Sunday, and ending the same time the following Saturday. See Appendix C for work schedule.

**WORK SHIFT:** The normal duration for a shift shall be ten (10) hours for employees assigned to USB. Employees assigned to temporary transfer or transfer assignments may work other durations based on the needs of their assignment. Officers assigned to administrative positions, as determined by the Chief, may be required to work eight hour shifts, five days a week.

10.3 Employees may be required to work overtime. One and one-half (1 1/2) hours pay for each hour worked shall be paid for all hours worked in excess of the employee's normal assignment. An employee's overtime rate shall be calculated consistent with the provisions of the Fair Labor Standards Act. Except as otherwise provided for herein, an employee may elect to receive compensatory time for overtime work on a one and one-half time basis consistent with the conditions and limitations of the Fair Labor Standards Act. A maximum of eighty (80) hours of compensatory time may be earned in a single fiscal year, and compensatory time may not exceed a maximum of one hundred twenty (120) hours total accumulation. The Department may substitute cash payment for any or all accumulated compensatory time during the month of June

of any fiscal year. Notice of intent to pay off accumulated compensatory time shall be provided not less than one (1) month prior to such pay off. Pay offs shall be to employees with least seniority first. All authorized leave will be counted as time actually worked for the purposes of computing overtime.

10.4 The City agrees to allow one-half (1/2) hour with pay at time and one-half the employee's regular rate after twelve (12) consecutive hours of work in the same workday. An additional one-half (1/2) hour with pay at time and one-half the employee's regular rate, will be provided after each four (4) hour period following twelve (12) consecutive hours of work in the same work day. The previous provisions shall not apply if the overtime work is completed and/or the employee is dismissed at the end of any period for which the employee would otherwise be entitled to such compensation.

10.5 Approved training sessions conducted outside regularly scheduled work hours will be paid in the form of overtime at one and one-half times the employee's regular rate of pay.

10.6 Travel expenses shall be reimbursed in accordance with the City's travel policy, except that the total amount of reimbursement received by an employee for meals allowance is not required to be itemized. Travel time will be compensable as work time in accordance with the Fair Labor Standards Act, which is summarized below:

Same Day/Out of Town Travel - All employees traveling out of town and returning on the same day due to a scheduled work assignment shall be compensated for such travel.

Overnight/Out of Town Travel - Employees who travel out of town and stay overnight shall be compensated for such travel, provided the travel occurs during their regularly scheduled work shift. (i.e. an employee whose regular work shift is 7:00 A.M. through 3:00 P.M. will be compensated for time spent traveling between those hours.)

Overnight, out of town travel time outside an employee's regularly scheduled work shift will not be compensable unless the employee is the operator of a motor vehicle.

10.7 Any employee called in to work outside the employee's regularly scheduled shift hours, shall be paid a minimum of four (4) hours pay for each time called. Payment for such callback time shall begin upon arrival at the crime scene or police headquarters, whichever is directed, and shall be at time and one-half the employee's regular rate from the start of the

callback until the employee is released from duty and at the regular rate for the remainder of the minimum callback period.

Notwithstanding the above, the minimum of four (4) hours pay shall not be required when the employee voluntarily begins a shift before the expiration of the 4-hour period. Rather, the employee shall be paid at the overtime rate for the time spent on the assignment or function until the beginning of the shift. In lieu of overtime payment for the additional hours worked, the supervisor may allow, at the employee's discretion, the employee to make a schedule adjustment and end the regularly scheduled shift early. The Department may require the employee to complete the regularly scheduled shift.

Notwithstanding the above, an employee shall not be eligible for payment for a four hour minimum callback when the employee has to return to work off-shift to correct an error that requires immediate resolution. In such a circumstance, an employee shall receive pay at time and one half the employee's regular rate for hours worked or may elect to make a shift adjustment, by mutual agreement with the employee's supervisor.

Team meetings may be scheduled at the discretion of the Department. Attendance at team meeting shall be voluntary. Employees who attend team meetings on off-duty time shall receive a minimum of two (2) hours of overtime pay. If the length of the team meeting exceeds two (2) hours, employees shall be paid for the additional period at overtime rate or until the start of their regularly scheduled shift. The Department may cancel team meetings with advance notice and compensation to employees shall not be required for that cancelled meeting. However, in the event of a cancellation without advance notice by the Department, an employee who arrives at the station to attend a team meeting shall receive payment for two (2) hours overtime. Notification of cancellation may be made by message to an employee's voice mail a minimum of one hour prior to the meeting.

10.8 A callback for a court appearance may be canceled by the Department at any time prior to 5:00 P.M. on the day previous to the scheduled court appearance. The Department shall notify an officer of such cancellations on the officer's departmental voice-mail and the time of the call shall be determinative of the time of cancellation. A court appearance canceled after 5:00 P.M. on the day previous to the scheduled court appearance, but before the employee arrives at police headquarters, shall be compensable at a flat rate of \$50.00. Otherwise, a callback for a

court appearance shall be paid at one and one-half time the employee's regular rate for the full callback period, and shall constitute one (1) callback for all court appearances scheduled to occur during the four (4) hour period commencing as of the start of the scheduled callback. Payment for court callback shall be made in the employee's next paycheck. Except for exigent circumstances, an employee on callback who completes his court appearance obligations shall not be required to remain on duty for the balance of the four (4) hour callback periods.

#### 10.9 Scheduling

##### A. Shift Selection/Rotation.

The Department shall determine the number of personnel assigned to each shift in the Uniformed Services Bureau/Patrol Division. Employees shall bid for their shift assignments on a seniority basis; "side" assignment will be scheduled as follows – 50% of all officers will be assigned by seniority, and the remaining 50% of all officers will be assigned at the discretion of the Department. See Appendix C for the work schedule.

Tour assignments shall be four (4) months in duration and employees shall rotate weekends on and off every other month. The work days shall switch on the first Sunday of every month. Employees may not work more than four (4) consecutive tours on the same shift. Employees may, with the approval of the Chief or his designee, exchange shift assignments, so long as no employee works more than four (4) consecutive tours on the same shift. The new shift schedule shall be posted no later than thirty (30) days prior to its commencement.

##### B. Scheduled Overtime.

Scheduled overtime will, except as otherwise provided for herein, be used for absences to fill vacations, etc., any special events, or street event assignments relating to City functions. Employees shall have preference for any scheduled overtime up to forty-eight (48) hours prior to the overtime assignment.

Scheduled overtime shall be paid at one and a half times the employee's regular rate of pay. Scheduled overtime may only be cancelled with at least forty-eight (48) hours' notice to the employee. If scheduled overtime is cancelled within forty-eight (48) hours of the scheduled start time, the employee shall be guaranteed work for the hours originally scheduled, unless another arrangement is mutually agreed to by the employee and the employee's supervisor.

##### C. Scheduled Temporary Shift Changes.



1. The Department may, upon seven (7) days' notice to an employee, change an employee's regularly scheduled shift to any other hours within the employee's twenty-four (24) hour work day in order to meet operational requirements. An employee may object to the change by providing a written notice of objection to the Department within two (2) days of having received the notice of shift change, in which case the Department may or may not withdraw the change. Following the third shift change despite timely notice of objection during any one tour, an employee may refuse to make a shift change requested so long as the employee provides written notice of refusal to the Department within two (2) days of having received the notice of shift change.

2. The Department may, upon five (5) days notice to the employee, change an employee's regularly scheduled shift, including scheduled days off, in order to facilitate the scheduling of in-service training.

D. **Unscheduled Overtime for Shift Extensions/Replacements.**

If the Department determines that overtime assignment is necessary to fill absences at the commencement of a new shift, on-duty employees on the previous shift with the most seniority shall have the opportunity to work the unscheduled assignment in order of descending seniority. If a volunteer cannot be found using the aforementioned method, then the on-duty officers with the least seniority shall be mandated to perform the unscheduled shift assignment in order of ascending seniority. An employee with a child under twelve (12) years of age who is under the care of a paid provider shall not be mandated to perform unscheduled overtime under this subsection when the terms of their agreement with their paid child care provider expires during the period of mandated unscheduled overtime, no other suitable child care arrangements are available, and other personnel can be assigned pursuant to the procedures set forth herein. Whenever the aforementioned circumstances arise, the employee with the next least seniority shall be mandated to perform the unscheduled overtime.

E. **Intradepartmental Transfers.**

Transfer assignments, an assignment of one (1) year or more, shall be made by the Chief pursuant to the following procedure:

1. The Chief will inform the Association that an opening will be posted, and then a notice announcing the opening shall be posted within the Department. For those

performing an assignment that directly reports to the Chief, the notice will describe the length and nature of the assignment and will not be subject to the rest of the provisions of this subsection. Assignments directly reporting to the Chief will be limited to up to three sworn personnel at a time and will not take the assigned employees out of the bargaining unit.

2. Interested employees with a minimum of five (5) years of service, at least two (2) years of which must be Burlington Police Department service, at the time of the posting, who are not otherwise ineligible for such assignments, shall submit a letter of intent to be considered a candidate for the assignment.

3. The Bureau Commander shall designate an evaluation team, consisting of two (2) members appointed by the Chief and a union member selected by the union's executive board, (who is not competing for said assignment), which will review the recent evaluations and personnel files, conduct interviews with all candidates, and thereafter make recommendation to the Chief for selection.

4. All transfers shall be from a list as recommended by the evaluation team. Each transfer shall be for a fixed period of one year, which shall be posted at the time of appointment. Thereafter, such assignment may be renewed twice at the discretion of the Chief. Each renewal period shall have a fixed end date, which the Department will post and periodically update to keep current. The following transfer assignments, including renewals, shall not exceed eleven (11) consecutive years: K9 Unit, Detective Services Bureau, and School Resource Officer. All other transfer assignments, including renewals, may not exceed five (5) consecutive years. Employees are eligible for all other interdepartmental transfer assignments once they have completed or separated from their current assignment.

5. Temporary Transfer Assignments: An assignment of less than one (1) year shall be considered a temporary transfer assignment. In order to be eligible for a temporary transfer assignment, an employee must have a minimum of three (3) years of law enforcement experience, with at least one (1) year Burlington Police Department experience. When a temporary transfer assignment becomes available, it shall be posted within the Department and employees will be given the opportunity to express interest in the assignment, although the assignment may be filled unilaterally by the Chief. Once an employee has completed a temporary transfer assignment, the employee will not be eligible for another temporary transfer

assignment until a time period equal to the length of the employee's last temporary transfer assignment has passed. If not eligible employee expresses interest in a Temporary Transfer Assignment, an employee who would not otherwise be eligible may be assigned. Employees who have completed temporary transfer assignments are eligible for transfer assignments once they have completed or separated from their current temporary assignment.

F. Canine Officer Compensation.

Two employees will be assigned to canine units. Such officers must meet V.P.A./V.C.J.T.C. standards for acceptance to this program. In addition to their regular schedule as police canine officers, employees shall also be entitled to compensation for one (1) hour per day for time spent in care, feeding and grooming of the canine during off-duty hours. The compensation for such time shall be at the rate of \$7.00 per hour, or \$100.00 per week, above the employee's base wage, whichever is greater. The assignment exists for the work life of the dog.

G. Street or Private Events

As defined by City ordinance, a street event is any community function, ceremony, show, exhibition, display, or celebration on any street, park, or other public place that requires a permit from the police department. Private events include construction projects or private functions that may require traffic redirection or have safety implications. The events covered by this section are those that are not scheduled by the Department as part of an officer's regular shift or as overtime subject to order-in and are not determined by the Department to be an emergency.

Union personnel shall have first priority for special or private event assignments for a period up until twenty-four (24) hours prior to the commencement of the assignment. Non-union law enforcement personnel shall be eligible for these assignments if insufficient union members have signed up. If the Police Department issues a permit for the event and a fee is charged to the user, union employees will be paid at a special event overtime rate equal to the highest union overtime rate, plus an additional \$5 per hour. In addition to the above, any private entity hiring with less than 24 hours' scheduling notice of the event shall pay an emergency rate equal to the special event overtime rate defined above plus forty-seven percent (47%).

The City may contract with the Association to provide scheduling or other services on behalf of the City in connection with these events.

Officers engaged in special event employment shall wear the full police uniform. Exceptions to this uniform standard must be authorized by the Chief of Police or his/her designee. Burlington police officers working a special event assignment shall be subject to all Departmental rules, policies and procedures.

The Department will provide employees with at least two weeks prior notice of an event for which the Department reserves the right to order officers in. If that notice is not given, officers will not be subject to order-in for that event absent a public safety emergency. Officers will only be ordered in for events that require street closure, large events with general security concerns, or events for which the Department has reason to have specific security concerns under the circumstances; requests for police officers to provide traffic control or security for small private events or construction will always be offered to union employees on a purely voluntary basis and will not be subject to order-in. Twice a year when officers select vacation dates, they may set aside that pre-selected vacation time and any unscheduled days abutting those vacation days as exempt from order-in outside of an emergency and may do the same for six additional days off or non-scheduled days a year, as long as the set-aside is made before the Department announces an order-in event. The City will honor those days in the absence of an emergency on a first come, first served basis, except that no more than 10% of the bargaining unit membership may be in this exempt status at any one time.

Burlington police officers may be employed on property owned and controlled by the City of Burlington where alcoholic beverages are provided as part of an event. A case-by-case determination shall be made to allow Burlington police officers to be employed at other events at which alcoholic beverages are provided when the event is permitted by the Local Control Commission. However, employment is prohibited at establishments and locations which have been granted a liquor license by the Local Control Commission.

The official duties of Police Department personnel shall take precedence over all special events, private construction projects, or other outside employment. Officers shall not engage in outside employment that impairs the efficiency of City services or results in any conflict of interest. Burlington police officers shall not use any police equipment in a special events or private construction project assignment other than that authorized for Department use.

Upon completion of the assignment, the employee shall record time worked consistent with payroll procedures adopted by the City. The officer in charge and field supervisor may inspect an assignment site to monitor for officer safety and conformance to departmental rules, policies and procedures.

#### H. Airport Staffing

All law enforcement work required by the FAA, TSA, or other federal or state entities at the Burlington International Airport (BIA) and all other police work requested by BIA shall be provided by police officers of the Burlington Police Department. All officers assigned to BIA shall have the same standard minimum hours as they would in another shift in the City. Officers shall bid for shifts at BIA consistent with current practice for full-time assignments. Any specialized training to comply with current FAA or TSA requirements will be provided by the Department.

The City will staff BIA as required by the FAA or TSA and requested by airport personnel, but in any event with no less than four full-time assignments. Any request to reduce staffing below this level will be subject to future bargaining.

Officers assigned to BIA will follow the procedures outlined in Section 10.9 above except that:

- 1) An officer assigned to BIA may remain in that assignment for up to two consecutive years.
- 2) An officer may stay on the same shift for two consecutive tours, then move to another shift within the airport.
- 3) An officer remaining at the airport for two years must return to Uniform Services downtown and remain there for two tours before reapplying to the airport.

#### 10.10 Emergency Staffing

An emergency or low staffing schedule may go into effect when fewer than twenty-eight (28) non-supervisory sworn employees are available for work in the Uniformed Services Bureau, distinct from the Airport Division and the Detective Services Bureau. If fewer than twenty-eight (28) non-supervisory sworn employees are available for work in the Uniformed Services Bureau, the following steps will be taken: 1) Employees on temporary transfer assignments such as but

not limited to the Domestic Violence Prevention Officer will be reassigned to the Uniformed Services Bureau; and 2) Detective Services Bureau personnel will be drawn down to no fewer than ten (10) detectives. Drawdowns from temporary transfer assignments and the Detective Services Bureau will continue until there are twenty-eight (28) non-supervisory sworn employees available for work in the Uniformed Services Bureau. If, after 1) and 2) above are implemented, there are still fewer than twenty-eight (28) non-supervisory sworn employees in the Uniformed Services Bureau, or if the number falls below twenty-eight (28) after such implementation, then the 12-hour-shift schedule that appears in Appendix D may be followed. The adoption of emergency staffing 12-hour shifts will result in a \$5.75/hour increase for all affected sworn employees for the duration of the period in which emergency staffing is used.

When the number of sworn employees available for work in the Uniformed Services Bureau, not including employees who have been reassigned to that Bureau from temporary transfer assignments and the Detective Services Bureau, again reaches twenty-eight (28) employees for at least thirty (30) days, employees who have been reassigned to Uniformed Services Bureau from other roles in the Department will return to their temporary transfer assignments or the Detective Services Bureau, and the regular schedule in Appendix C will be reinstated.

## ARTICLE XI - HOLIDAYS

11.1 The following days and no others shall be recognized as holidays:

New Year's Day- January 1

Martin Luther King, Jr.'s Birthday - third Monday in January

Presidents' Day

Town Meeting Day - First Tuesday of March

Memorial Day

Juneteenth

Independence Day - July 4

Bennington Battle Day - August 16

Labor Day

Indigenous Peoples' Day

Veterans Day - November 11

Thanksgiving Day

Christmas Day - December 25

In addition, all employees shall be allowed two (2) floating holidays per fiscal year for religious, social or personal need. An employee shall provide their Department Head with as much notice as possible of the date selected for such day, but in no case shall such notice be less than three (3) working days.

11.2 Holidays shall be counted as a twenty-four (24) hour period beginning at the start of the shift.

11.3 In order to be eligible for a paid holiday, any employee must be permanent and must have worked the scheduled work day immediately before and immediately after the holiday unless excused by the supervisor. Such excuses shall not be unreasonably withheld.

11.4 For all holidays listed in paragraph 11.1 except New Year's Day, July 4th, Thanksgiving Day and Christmas Day, employees who are scheduled to work in other than line duty positions and who are in positions determined by the Chief or the Chiefs designee to be unnecessary to maintain essential services, shall be excused from all duty. Such employees may, in lieu of taking the observed holiday as holiday time, elect to take another day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedure established for scheduling vacations and floating holidays.

11.5 For all holidays listed in paragraph 11.1 except New Year's Day, July 4th, Thanksgiving Day and Christmas Day, an essential employee who has a holiday fall on a scheduled day off or a scheduled vacation day shall be paid in cash for the holiday.

11.6 Except as provided in paragraph 11.8, essential employees who are required to work the holiday shall be paid for the holiday. Non-essential personnel who are required to work the holiday shall be compensated by an additional day's pay or, if elected by the employee on or before the holiday, an additional day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedure established for scheduling vacations and floating holidays. The following exception applies only to Martin Luther King Jr.'s Birthday: Employees will be paid unless they elect, before the pay period in which the holiday falls, an additional day off at some time later in, but prior to, the end of the fiscal year.

Employees shall schedule such time consistent with the procedures established for scheduling vacations and floating holidays.

11.7 Employees are required to make reasonable efforts to schedule and utilize accrued holiday time during the fiscal year in which it is earned. Failure to do so will result in the forfeiture of such time. Employees who make a good faith effort to utilize such time and, due to needs of the Department, are unable to do so, shall be permitted by the Chief to carry such time over into the succeeding fiscal year.

11.8 Employees who are required to work on New Year's Day, July 4th, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1-1/2) times the regular rate of pay for these holidays, in addition to the amount to which they are entitled as holiday pay, in lieu of holiday time off. All other employees who are either excused from work on such holidays or who have such holidays fall on a scheduled day off or scheduled vacation day shall be compensated by an additional day's pay (at straight time hours) or, if elected by the employee on or before the holiday, an additional day off at some time later in but prior to the end of the fiscal year, and shall schedule such time consistent with the procedures established for scheduling vacations and floating holidays.

11.9 Employees unable to work on a holiday due to a work related injury and who are eligible for workers' compensation benefits shall be entitled to receive holiday pay at their regular rate of pay for the hours normally worked on the holiday.

## ARTICLE XII - VACATIONS

12.1 Vacation may be taken as earned after completion of (six) 6 months of full-time employment according to the following schedule, except that employees shall not accrue vacation for any month after three (3) consecutive calendar months during which the employee did not actually perform a full day's work for at least fifty percent (50%) of the scheduled work day due to a non-work connected illness or injury:

YEARS OF FULL TIME  
CONTINUOUS SERVICE  
Beginning year 1 through

HOURS OF VACATION  
EARNED PER MONTH



end of year 5	. . . Six and two-thirds (6 2/3)
Beginning year 6 through end of year ten	. . . Ten (10)
Beginning year 11 through end of year 15	. . . Thirteen and one-third (13 1/3)
Beginning year 16 through end of career	. . . Sixteen and two-thirds (16 2/3)

12.2 Vacations will be taken in accordance with the schedule approved by the Chief or the Chiefs designee with due regard to the operation of the Department. Vacation selection shall be consistent with current practice. Officers may use at least one week of allotted vacation time in a one-week block. Officers' scheduled time for the one (1) week block shall be guaranteed subject to the emergency needs of the Department. Vacation time may be scheduled and taken anticipatorily in the year during which it is earned. Employees who, on June 30, show a deficit balance of vacation time shall have a debit payroll effect for the pay period(s) immediately following until the deficit has been eliminated in an amount not to exceed 25% of the employee's weekly salary. Upon termination employees are liable to the City for any used unearned vacation time.

12.3 An employee with more than six (6) months of service whose employment is terminated is entitled to payment for unused accrued vacation leave in an amount not to exceed two hundred forty (240) hours. An employee who has accumulated vacation in excess of two hundred forty (240) hours pursuant to the provisions of paragraph 12.6 may be allowed to use such excess vacation up to the stated limits in paragraph 12.6 prior to termination.

12.4 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee for the total accrued vacation time.

12.5 Vacation time may be used by employees in addition to or in lieu of sick leave.

12.6 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their vacation during the year in which it is earned. An employee may accumulate no more than fifty (50%) of their annual vacation leave up to a maximum of three hundred sixty (360) hours accumulation.

12.7 The rate of vacation pay shall be the employee's regular straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

12.8 All employees suffering from service connected injuries prior to their vacations shall be entitled to an additional vacation day for each vacation day lost through the service connected injury. The specific number of hours shall be determined by the employee's work schedule at the time the service connected injury occurred.

## ARTICLE XIII - LEAVES

### SICK LEAVE

13.1 Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in the following cases:

- a) Non-work related, temporary actual sickness or disability of the employee, or doctor's appointments made during scheduled duty time. It is understood and agreed that all reasonable efforts will be made to schedule physician appointments during non-scheduled duty hours. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- b) Attendance upon members of the family within the household of the employee when their illness requires care by such employee not to exceed twelve (12) days per year. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- c) It is understood and agreed that abuse of sick leave shall be grounds for disciplinary action. It is also understood and agreed that requests for physician's certificate shall not be for harassment, but only when there exists reasonable cause to believe that an employee is abusing sick leave, except that an employee absent from duty due to illness or non-work

connected injury for a period in excess of three (3) work days shall, upon management request, provide the City with written verification from his attending physician. In cases where the City questions an employee's continued capacity to serve as a police officer, the City may request a physical examination.

13.2 Sick leave shall be available to all employees. An employee absent on account of illness or injury shall notify the supervisor, or other person designated by the Chief, no later than one hour prior to the commencement of the shift pursuant to procedure established by the Department.

13.3 Sick leave shall be accrued at a rate of eight (8) hours per month and may be accumulated up to a maximum of forty-five (45) weeks. An employee who has accrued sick time in excess of forty-five (45) weeks prior to 7/1/98 (up to a maximum of fifty-two (52) weeks) may be eligible to use such hours for sick leave; however, no new sick days would accrue until the employee's total accumulation of sick time fell below forty-five (45) weeks.

#### WELLNESS BONUS

13.4 Beginning as of July 1, 2016, each employee (even those who do not receive their health benefits through the City) will be eligible for up to \$400.00 per year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation in the following wellness activities in the amounts stated:

- a) Annual physical examination with primary care physician or physician's assistant -- \$100.00.
- b) Annual or semi-annual dental examination (cleaning) with dentist or dental assistant -- \$100.00.
- c) Completion of annual online risk assessment/Know Your Numbers campaign by the stated deadline -- \$100.00. Deadline will be identified each year no less than three months after start of fiscal year.
- d) Participation in a list of approved wellness activities designated by Human Resources -- \$50.00 each for up to total of \$100.00. For purpose of example only, these activities may include: proof of health club or gym membership, proof of enrollment in a weight management program, proof

of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam, colonoscopy, prostate exam, or proof of participation in any of the offerings included in the City's EAP program.

13.5 An employee may petition the Human Resources Director to add a particular wellness activity to the list of approved activities at any time. The HR Director will respond to the request within ninety days. Eligibility for that activity will become effective at the first of the month following approval. The decision of the HR Director as to whether an activity is added to the list is final.

13.6 Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may submit the proof of participation to the City's healthcare administrator at the address provided by Human Resources; the administrator then will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list. If none of those methods of proof is available, the Human Resources Director, at their discretion, may accept other proof of participation.

#### UNUSED SICK LEAVE UPON SEPARATION

13.7 During the term of this Agreement, when an employee retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System, the employee shall receive an amount equal to the employee's salary at the time of their retirement for one-third the amount of unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for four (4) weeks.

13.8 In the event of death in the line of duty (as defined by the Federal Public Safety Officer Benefit Statute) of an employee, including rescue personnel, the City shall pay to the

surviving spouse, or if none, to the surviving children, one hundred percent (100%) of the total accumulated unused sick leave up to the maximum.

13.9 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to the employee's salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for three (3) weeks.

#### INJURY LEAVE

13.10 An employee injured on the job, however slightly, must report the fact consistent with the requirements of State law, and follow the procedures for workers' compensation adopted by the City. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurs while the employee is engaged in the performance of their duties. In the case of injuries causing absences from work, the employee will receive injury leave not to be charged against sick leave.

#### BEREAVEMENT LEAVE

13.11 The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.12 Upon the death of an employee's spouse, child or domestic partner, the employee may request and the Department Head will grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits can be met.

13.13 Upon the death of an employee's parent, the employee may request up to and the Department Head will grant bereavement leave up to five (5) working days immediately following such death without loss of pay.

13.14 The Department head will grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, sister, brother, or other relative living in the same household, or upon the death of the employee's aunt, uncle, cousin, brother-in-law, or sister-in-law.

13.15 Upon the request of the employee, the Department Head may grant up to one day leave with pay for the employee or their spouse to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

13.16 Notwithstanding the above, the Chief may authorize additional bereavement leave based upon individual employee circumstances. An employee, in addition to the above defined leave, may utilize vacation to supplement bereavement leave.

#### FAMILY AND MEDICAL LEAVE; MILITARY CAREGIVER LEAVE

##### 13.17

(a) Eligibility. Employees who have been employed with the City for at least 12 months and have worked at least 1250 hours (not including any leave or unpaid time) may be eligible to take FMLA leave for any of the following purposes:

- for the birth of a child (including prenatal care for the mother) and to care for the newborn child;
- for the placement of a child with the employee for adoption or foster care (including court or counseling proceedings necessary for the adoption);
- to care for an immediate family member with a serious health condition;
- because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

- for qualifying exigencies arising out of the fact that the employee's immediate family member is a covered military member on covered active duty; or
- for military caregiver leave to care for a covered service member who is the employee's spouse, child, parent, or next of kin and who has a serious injury or illness.

An "immediate family member" means a child, stepchild, or ward who lives with the employee, foster child, parent, spouse or domestic partner, or parent of the employee's spouse or domestic partner.

A "serious health condition" means an illness, injury, impairment, accident, disease, or physical or mental condition that

- poses imminent danger of death;
- requires inpatient care in a hospital, hospice, or residential medical care facility;
- requires continuing in-home care under the direction of a physician; or
- requires continuing treatment by a health care provider involving
  - a required absence of more than 3 consecutive calendar days;
  - any treatment or incapacity relating to the same condition that also includes at least two treatments by a health care provider or one treatment with a continuing regimen of treatment;
  - a chronic or long-term condition for which treatment may be ineffective;
  - absences for multiple treatments and recovery if the untreated condition likely would result in incapacity for more than 3 days; or
  - incapacity related to pregnancy or prenatal care.

A "qualifying exigency" includes:

- any issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- making or updating financial and legal arrangements to address a covered military member's absence;
- attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a



period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; or

- any other event that the employee and Employer agree is a qualifying exigency.

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A "serious injury or illness" for military caregiver leave is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating.

(b) Amount of Leave. During a 12-month period, an eligible employee is entitled to take up to four months of unpaid leave for the birth or adoption of a child or 12 weeks of unpaid leave for the serious health condition of the employee or an immediate family member or up to 26 workweeks of unpaid leave during that single 12 month period for military caregiver leave. The 12 month period is a rolling period measured backward from the date the employee uses any FMLA leave, such that the employee is entitled to 12 weeks leave in any given 12 month period. The 12 month period for military caregiver leave begins with the first day that military caregiver FMLA leave is taken. Leave for the birth or care of a newborn or placement for adoption or foster care of a child must conclude within 12 months of the birth or placement.

Spouses who are both employed by the City are limited to a combined total of 26 workweeks during any 12 month period for the same birth, adoption, or foster care placement of a child, caring for a parent with a serious health condition, or caring for a covered service member.

(c) Notice. An employee must notify the City in writing of the need for leave at least thirty days in advance of the date the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable or not foreseeable that far in advance, the employee must give reasonable written notice as soon as practicable (within one or two days of learning of the need for leave).

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

The notice must include the reason for the leave, the date it is expected to begin, and its estimated duration. The City will respond in writing. While on leave, employees must report periodically on their status and intent to return to work.

(d) Payments. An employee may use any accrued vacation, sick, or other accrued paid time during this leave, but not to extend the leave beyond the 12 weeks (or 26 weeks in the case of military caregiver leave) in any 12-month period.

Employee benefits continue during the leave to the extent required by law.

(e) Certification. For any leave for a serious health condition that is expected to last five days or more in length, medical certification is required. If the certification form is not fully and sufficiently completed or is not returned within 15 days (absent unusual circumstances), leave may be denied or delayed.

For any leave for a qualifying exigency, the employee must provide the City with a copy of the covered military member's active duty orders and certification. For military caregiver leave, the employee must provide the City with a healthcare provider's certification or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA).

Certification should be updated every month, or as requested by HR or the chief.

The City may, at its expense, obtain a second opinion by a health care provider of the City's choice, and if that person disagrees with the employee's provider, a third opinion (by a provider jointly chosen by the employee and the City), whose opinion shall be final and binding. The employee may also be asked to obtain a fitness for duty certificate before returning from leave, if the employee was out of work for the employee's own serious health condition.

(f) Return to Work. When the employee returns from FMLA leave, the employee will return to the same job or to one that is equivalent in pay, benefits, and other terms and conditions unless the employee is a "key" employee or had already received or given notice of leaving.

(g) No Retaliation. Employees who take FMLA leave may not be discriminated or retaliated against.

(h) Short-Term Family Leave. In addition to the above leave, an eligible employee is entitled to the following short term family leave in minimum two hour segments:

- up to 24 hours unpaid leave in any 12-month period (but not more than 4 hours in any 30 day period)

for any of the following purposes:

- to participate in school activities related to the academic educational advancement of the employee's child;
- to attend routine professional appointments or accompany the employee's immediate family member to them;
- to accompany the employee's parent, spouse or civil union partner, or parent-in-law to other professional appointments related to their care or well-being; or
- to respond to medical emergencies involving the employee's immediate family member.

Employees must make a reasonable attempt to schedule appointments outside of regular work hours, and must give at least seven days prior notice of the need to take leave, except in an emergency. Employees may use any accrued paid time during this short-term family leave.

#### LEAVE WITHOUT PAY

13.18 Upon approval of the Chief, an employee may be granted leave without pay for a specified period of time. At the expiration of a leave without pay for up to three (3) months, the employee shall return to the same position or to a similar position. In cases of leave without pay in excess of three (3) months, the employee shall return to the first available position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation leave and sick leave shall not accrue. However, in the event of leave without pay necessitated by sickness or disability, an employee may continue to receive health insurance benefits for a period not to exceed two (2) years.

#### EDUCATIONAL INCENTIVES

13.19 Employees shall receive fifty percent (50%) tuition reimbursement for college credits per fiscal year up to a maximum of three courses per fiscal year. The college credits must be reasonably related to furthering the employee's career as a police officer and have the prior approval of the Chief or the Chief's designee. Tuition reimbursement is subject to budgetary limitations. This educational benefit shall be available to active employees, and shall not be available to employees on leave without pay status.

#### MILITARY LEAVE

13.20 Any employee who has completed the probationary period shall be entitled to military leave without pay as herein provided:

(a) Military leave shall be due whenever an employee: Initially enlists, is inducted, or is called to active duty in the Armed Services Reserves or National Guard; voluntarily enters active duty in the Reserves or National Guard, or is ordered to or enters an initial period of active duty for training of not less than twelve (12) consecutive weeks as a member of the Reserve or National Guard.

(b) Restoration. An employee is entitled to restoration to the employee's former position provided the employee makes application for restoration to the City within ninety (90) days of completed service, or from service connected hospitalization of a period of not less than one (1) year; shows certification of (satisfactory) military service, and is still qualified to perform the duties of the position. Restoration shall entitle the employee to former position of like seniority, status, and pay, unless the City's circumstances have changed as to make it impossible or unreasonable to do so. The City is not required to create an unneeded position or to bump a current employee to restore another employee returning from military leave.

(c) Disposition of Sick and Vacation Leave. An employee entitled to military leave shall be paid for any accrued vacation leave to which they may be entitled if they were separating from City service. An employee returning to City duty under restoration shall have unused sick leave credits restored for their use.

(d) Military Reserve Training or National Guard Service. A regular employee who has completed their probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period

of military leave shall be limited to a maximum of twelve (12) weeks and shall be computed on the basis of the difference between military base pay received, including housing allowance, food allowance, or other monetary compensation and the amount designated as the straight time weekly salary for the classification and step of the employee. Such military training leave shall not be deducted from vacation time.

(e) Federal Pre-emption. Applicable Federal laws under 38 U.S.C.A. §§2021, 2024 shall pre-empt and control in the event of any conflict between those laws and these provisions.

#### PERSONAL LEAVE

13.21 All employees covered by this Agreement shall be entitled to two (2) shifts of leave per year, non-cumulative, to conduct personal affairs (minimum shall be 18 hours). The shift assigned to an employee on July 1 shall determine the number of hours of personal leave permitted under this section for the particular contract year. Requests for such leave must be made at least twenty-four (24) hours in advance to the Police Chief or the Chiefs duly authorized representatives. In cases of emergency, the Police Chief or the Chiefs designee may waive the one (1) day advance notice requirements. The Chief or the Chiefs designee may deny a request for a specific leave period when such decision is made appropriate by police protection and/or officer safety requirements.

### ARTICLE XIV EMPLOYMENT BENEFITS

14.1 The benefits described below are provided to all eligible employees of the City. The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular insurance companies and non-profit organizations providing hospital, surgical, or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

#### HEALTH BENEFITS

14.2 The City shall maintain a group medical, major medical, hospital, and dental benefits or insurance policy (collectively "health insurance"). Eligible employees will be covered on the first day of the month following their date of hire.

14.3 The City is currently self-insured for health insurance with a third-party administrator that handles review and payment of claims, with benefits as described in the materials attached as Appendix E, which includes the changes to prescription co-pays as noted. The City also currently offers dental benefits through Delta Dental. The City may alter the sponsorship of the health care plan so long as the benefits and employee contributions are substantially equivalent to those outlined in this section and Appendix E.

14.4 Employees shall be reimbursed the full cost of one (1) eye examination for non-participating providers, during the term of this Agreement, to a maximum of \$50.00.

14.5 Employees shall contribute a set percentage of the total cost of the City's Health Fund Budget (Fund 150) ("the total cost of healthcare benefits") by withholding of a percentage of their wages, said contribution to be made on a pre-tax basis, based on the following schedule:

20% of the total cost of healthcare benefits.

Notwithstanding the above, during the term of this contract, the individual employee contribution shall not exceed 6.5% of the employee's wages. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds 20%, the overage will be credited to the total employee contribution in the following fiscal year, thus reducing the percentage of wages required from employees that next FY.

14.6 Full and detailed financial disclosure of health insurance costs and sufficient related information to verify employee contribution levels shall be provided to the Union as soon as reasonably practicable and in no event less than one week before a rate adjustment occurs.

14.7 An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount of \$800.00. Payment may be in cash, or deposited in the employee's flexible spending account. An employee must be covered by City health insurance for at least twelve (12) months prior to electing to use this buyout. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option. If the employee has a spouse covered under the City's health

insurance program, the employee may not elect this cash-out option unless the employee's spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash-out option may cancel it if the alternative coverage from the other source should become unavailable to that employee at any time. The cash payment called for under this option shall be payable by the City to the employee in monthly installments.

14.8 Employees who are granted leave without pay due to sickness, childbirth, or accidental disability may continue to receive benefits under the City's Hospital and Medical Plan for a period not to exceed two (2) years. Employees who are granted leave without pay for a period exceeding two (2) months for any reason other than sickness, childbirth, or accidental disability will be permitted to convert to the regular Subscription Plan being offered by the insurance carrier on a direct pay basis.

#### LIFE

14.9 The City shall provide each eligible employee with a paid group life insurance policy in an amount equal to two (2) times the employee's salary at the time of death up to a maximum of \$100,000. The City shall also provide accidental death and dismemberment coverage for eligible employees. In the event of an accidental death occurring in the employee's line of duty, the employee's survivor(s) shall receive an amount equal to four (4) times the employee's annual salary, to a maximum of \$200,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

#### MISCELLANEOUS BENEFITS

14.10 The City agrees to pay the cost of legal representation for any employee who is the party to litigation in which it is alleged that, in the course or their employment, the employee

acted in a negligent manner. The City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

14.11 The City agrees to allow employees fifteen (15) minutes prior to each tour of duty, for the purpose of shift preparation. It is understood that such time shall be compensable whether or not such preparation takes place on or off the employer's premises.

#### WORKERS' COMPENSATION

14.12 An employee who sustains a work related injury, as the result of which the employee is disabled, if so determined by a decision under the Workers' Compensation Insurance program, shall be entitled to work related disability leave. Work related disability leave is a leave of absence for which the employee will be paid full pay reduced by the amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, State, and local withholding and Social Security and retirement contributions. Work related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

14.13 In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The City shall recover any amount in excess of the employee's aforementioned work related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the City shall result in the termination of work related disability leave.

14.14 City-paid coverage for life insurance and for hospital and medical insurance will continue for the period of time that the employee is on a work related disability leave.

14.15 An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three (3) years from the date injury occurred provided the employee is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. Re-employment shall be subject to the individual's successful



completion of a background investigation, medical exam and shall include a one-year probationary period.

14.16 An employee who sustains a work related injury may be absent from work with pay without use of sick time for the purpose of continued medical treatment of the work related injury for a period of three years from the date this injury occurred. Each absence should not exceed one work shift or the minimum amount of time necessary to obtain the medical treatment, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. Employees shall make reasonable efforts to schedule appointments during non-work hours.

14.17 Any employee who sustains a work related injury which prevents the employee from performing full duty must, as a condition to performing light duty, be examined by a duly licensed physician who may be designated by the City who will certify in writing that the employee is suited for light duty and the specific physical limitations of said light duty. An examination by a physician designated by the City shall not be considered a callback for purposes of this Agreement.

14.18 Any employee assigned to a light-duty position may only serve in an administrative capacity which must not mandate the carrying of firearms or invoking the powers of arrest. Light-duty assignments shall be limited to the Training Division, Community Relations/Crime Prevention Unit, Administrative Services Bureau (except parking tickets, records or other work normally performed by civilian employees), Identification Unit, front desk, and assistant to the Chief of Police. Light-duty assignments shall involve tasks of substantive importance to the Department. Light-duty assignments required as a result of a work related injury shall, at the employee's option, be made on the same schedule of days and hours as the employee was assigned immediately prior to the injury. Employees who were assigned to special unit or bureau assignments at the time of their injury shall continue their light-duty assignment in the same position prior to their injury. The Department and employee may mutually agree to another schedule for a light-duty assignment. Personnel on light-duty assignment shall, upon completion of a shift assignment on light duty, be eligible for available overtime consistent with the provisions for light duty.

14.19 Employees shall not be required to work light duty following a work related injury; any employee with a work related injury who opts not to be available for light-duty assignments shall, notwithstanding the provisions of this Article, be entitled to receive 66 2/3% of gross pay immediately prior to injury as defined by State law during the period of disability. Employees may choose to change their option once during each period of disability. For those employees seeking to work light duty, there shall be a limit of no more than ten (10) employees assigned to light-duty positions at any given time, such assignments to be made on a first come/first serve basis.

14.20 It is the policy of the City that it shall be presumed that an employee who contracts the AIDS virus or Hepatitis B has done so as the result of a work related incident or event provided there is an existing log or record of an incident(s) or event(s) which would support such a presumption. The Department shall maintain records of these forms in the employee's personnel records. No employee who has contracted AIDS or Hepatitis B as a result of such work related incident or event shall be denied workers' compensation benefits or any customary medical benefits as a result of contracting said viruses. The provisions of this section shall be void if the City can establish by a preponderance of evidence that the employee did not contract said viruses while in the performance of their police duty.

14.21 An employee who sustains a non-work related injury as a result of which the employee is temporarily disabled, if so determined by a duly licensed physician designated by the employee, shall be entitled to a light-duty assignment, provided that said entitlement may arise only after the employee has exhausted all accrued sick time or forty (40) hours of sick time, whichever is less. Employees generally will be provided light duty work prior to exhaustion, as long as one of the ten light-duty assignments in 14.18 above is available. No assignment to light duty for a non-work related injury shall exceed ninety (90) days unless the Medical Board certifies that there is a reasonable expectation that the employee will be able to return to full duty status within thirty (30) days following the Medical Board's examination of the employee.

#### PENSION

14.22 The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed on June 30, 1991, except as follows:

A. All BPOA Employees:

1. Employees shall contribute to the Burlington Employees' Retirement System (BERS) a percentage of their salary. The total contribution required from both the City (the Actuarially Determined Employer Contribution (ADEC)) and employees will be based on the annual system valuation prepared by the City's actuaries.

Employees shall contribute a percentage so that all employees are contributing 30% (and the City is contributing 70%) of the total contribution required.

2. Effective retroactive to Jan. 1, 2016, an employee will be fully vested in the Burlington Employee Retirement System after having completed five years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to Jan. 1, 2016, shall remain partially vested until the employee has completed five years of service and then becomes fully vested.

3. Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid consistent with the current practices of BERS at 2% per year, or such higher rate as may be set by BERS.

4. For each employee who retires after the date of execution of this Agreement, the COLA adjustment factor will be determined annually by the Burlington Employee Retirement Board equal to the CPI-U Northeast region, with a maximum cap of 2.75%, except that if the Class A funding level of the BERS falls below 73%, the BERS Board may reduce or vote for no COLA for the upcoming year.

5. Except for those employees currently receiving retirement benefits as of the date of execution, an employee on disability retirement because of a non-work-related condition shall cease to accrue service credit towards retirement after two years on disability retirement.

B. Employees employed as of July 1, 2006

1. Commencing July 1, 2006, employees who retire and elect the no cola option shall have benefits calculated using a 3.8% factor for all years of service prior to June 30, 2006, and a factor of 3.6% for all years of service commencing July 1, 2006.

2. Effective January 1, 1992, the City shall administer the employee contribution as a pre-tax deduction consistent with requirements of the Internal Revenue Code.

3. Except as otherwise provided in subsection 2 above, for employees in service on or after July 1, 2000, an accrual rate of 2.75% shall be used to compute retirement benefit amounts for all years of service up to twenty-five (25) years of service. There will be an additional five-tenths (0.5) percent of average final compensation for each additional year beyond twenty-five (25) years for up to an additional ten (10) years of creditable service. The benefit will be reduced on an annual basis for retirement between 20 and 25 years of service such that at 20 years of service the benefit will be 50% of average final compensation. The minimum retirement age shall be 42 years.

4. From and after the effective date of this Agreement, if a covered employee opts for the 100% and 50% survivorship choices, if the named beneficiary dies first, the benefit for the retiree shall revert back to the five year certain form of payment. This will expand the available options to six: five year certain; straight life; 100% survivorship; 100% pop up; 50% survivorship and 50% pop-up.

C. Employees hired after July 1, 2006

For employees hired after July 1, 2006 the following retirement system standards shall be applicable:

1. The no COLA and half COLA options shall be eliminated and the full COLA option shall be the only retirement option available.

2. The accrual rate shall be 2.65% for creditable service not in excess of twenty-five (25) years. There will be an additional five-tenths (0.5) percent of average final compensation for each additional year beyond twenty-five (25) years for up to an additional ten (10) years of creditable service.

3. The minimum age for retirement shall be increased from 42 to 45 years of age.

D. Employees hired after January 10, 2011

For employees hired after January 10, 2011 the following retirement system standards shall be applicable:

1. Average final compensation shall be determined on the basis of their five highest earning years.

2. All covered employees hired after January 10, 2011 shall receive a retirement benefit of 50% of AFC at the completion of 20 years of service and a minimum eligible age of 50, and 75% of AFC at the completion of 25 years of service at a minimum eligible age of 50. The benefit for an employee retiring between 20 years of service and 25 years of service at age 50 increases by 5% per year as provided in Chart A below.

Chart A

24 Years of Service - 70%

23 Years of Service - 65%

22 Years of Service - 60%

21 Years of Service - 55%

20 Years of Service - 50%

An employee may choose to receive retirement benefits earlier than age 50 with a minimum of 20 years of service, but will incur an actuarial reduction in benefits as provided in Chart B below

Chart B

Age 49-94%

Age 48-88%

Age 47-83%

Age 46-79%

Age 45-74%

Age 44-70%

Age 43 -66%

Age 42-62%

Age 41-59%

Age 40-56%

3. All such employees shall have their pension benefits calculated on the basis of the "full COLA" option and in all other respects shall be treated the same as employees hired after January 1, 2006.

4. Employees who retire prior to the completion of 20 years of service shall continue to have their pension benefits calculated in accordance with the terms and conditions of

the ordinances of the City relating to Personnel/City of Burlington Employees' Retirement System in effect as of the date of execution of this agreement as amended by this agreement.

E. Pension Benefits for an Employee Who Leaves and Returns to Employment

1. This section E applies under the following conditions:

- (a) The individual employee is a member of the Association, who has been employed by the City of Burlington in the past, and who was fully vested as a Class A member of the BERS before separating from City employment.
- (b) The individual was in good standing with the City and the Department at the time of separation.
- (c) The individual has not withdrawn any accumulated contributions to the BERS.
- (d) The individual is re-hired within 12 months of initial separation.
- (e) The pension plan in which the individual was originally vested (Old Pension) still exists and differs from the pension plan for which the employee would be eligible when the employee is re-hired (New Pension).
- (f) Any changes to the Old Pension that would have been applied to the individual had s/he remained continuously employed still apply

2. If the conditions in subparagraph 1 are met, when the employee is rehired and becomes a member of the BERS again, the employee shall be entitled to a single retirement benefit, based on the Old Pension, including any changes that may apply pursuant to section E. l(f) above, subject to the following:

- (a) This continuation of eligibility may only occur once; if the employee leaves employment a second time and returns, this provision does not apply.
- (b) The period of separation shall not be counted as years of service, nor shall the City be required to make any contribution to the BERS for the period of separation.

- (c) In no instance may the employee leave, return, and receive a higher pension than the employee would have had had they remained employed the entire time.

F. Line of Duty Death Benefit: If an employee is killed while on duty, either intentionally by another individual, or as a result of a motor vehicle accident or similar accidental event or occurrence within the line of duty, that employee's designated beneficiary shall be entitled to a monthly pension benefit for the remainder of the beneficiary's life. The benefit shall be calculated as if the employee had completed 20 years of service at time of death, or actual years of service, whichever is greater. It is understood and agreed that only an employee's death from an event or occurrence while on actual duty shall be covered by this benefit.

14.23 PEBSCO. Effective 10/1/98, a post-employment health account through Public Employees Benefit Services Corporation ("PEBSCO") will be established for each Union member. This account will be funded by a contribution by the employer of one percent (1%) of an employee's wages and such contribution shall be made on a no less than monthly basis. In addition to the amounts set forth above, for all employees employed as of 10/1/98, the City will credit in the Retirement Fund an amount for each employee to be credited as listed in Appendix G. The amount credited to each employee shall be advanced by eight percent (8%) per year compounded interest. Within seven (7) days following an employee's retirement or termination of employment with the City for any reason, the City shall deposit the total amount accumulated directly into the employee's individual PEBSCO account.

## ARTICLE XV - QUALITY CONTROL, PERFORMANCE COUNSELLING & DISCIPLINE

### 15.1 Statement of Intent

An effective disciplinary system is one that is fair, rational, timely, and consistent, reflects the values of the Department and the community, protects the rights of citizens and officers, promotes respect and trust within the Department and the Community, and results in a culture of public accountability, individual responsibility, and maintenance of the highest standards of professionalism. Such a system results in strengthened relationships and increased levels of trust within the Department and the community by ensuring clarity in expectations and consistent accountability for actions by both the Department and individual officers.

The parties recognize the value of addressing performance and minor disciplinary matters as opportunities for individual and organizational growth and development, and agree that an effective system is anchored in the principle that issues related to performance and minor disciplinary matters should be addressed through counseling, early intervention, and education. An early intervention system, designed to identify and correct performance or behavior problems as soon as they are identified, should occur prior to disciplinary action and such corrective action should not be considered punitive.

It is the responsibility of all employees to observe the policies, rules and regulations necessary for the proper operation of the Department in the City. The City shall not discipline or discharge any employee without just cause. If the employer has reason to verbally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. All disciplinary decisions shall be subject to a right of the Union to submit to grievance and arbitration the issue of whether just cause exists sufficient to warrant discipline under the Collective Bargaining Agreement, and/or whether there is just cause for the degree of punishment proposed.

### 15.2 Factors

The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act or misconduct unless new facts or circumstances become known. Factors that will be considered when choosing to coach, train, mentor, provide performance counseling, or to discipline employees shall include but not be limited to: the employee's



motivation/intent for the infraction or error; the degree of harm caused; the employee's level of experience; and the employee's past record of performance and conduct.

The Department also agrees to a continuum of infractions:

**Lower-level** infractions of policy and procedure typically result in coaching, training, or counseling prior to imposing discipline. These types of infractions do not generally result in a formal Administrative Review or Internal Investigation. Examples of lower-level infractions could include: tardiness; misuse of sick time; late paperwork that does not adversely impact a case; improper care and maintenance of equipment; discourtesy; on-duty cruiser operation in violation of Title 23, etc.

**Mid-level** infractions or repetitive lower-level infractions are generally handled at the lowest possible level beginning with a letter of reprimand or admonishment, and progressing into more substantial discipline such as suspension. Examples of mid-level infractions could include repetitive lower-level issues; carelessness with firearms; accepting de minimis gratuities; low-level neglect of duty such as absences or falling asleep on a night shift; more substantial courtesy matters; etc.

**Higher-level** infractions may result in more substantial discipline. These kinds of infractions could include things such as veracity issues; harassment; excessive force; knowing associations with targets of investigation or criminals; abuse of authority; failure to follow orders; political activity restrictions; etc.

Outcomes of infractions may result in a continuum of responses, which include some non-disciplinary action such as:

- Education;
- Training/Retraining;
- Verbal or written performance counseling or coaching;
- Referrals to professional counseling.

Mid-level and Higher-level infractions may result in disciplinary actions such as:

- Written reprimand;
- Reassignment;
- Demotion
- Unpaid Suspension; or

- Dismissal

Generally, lower level infractions, absent aggravating circumstances, result in non-disciplinary actions as noted above.

### 15.3 Retention of Records

Entries in performance files may be used for progressive discipline for a maximum of two (2) years from the date of entry. Those are generally non-disciplinary matters such as short notations of verbal counseling or training; performance plans; letters of counseling or coaching; or other non-disciplinary documents.

Absent additional discipline being imposed during the time frames noted below, the following timelines are established for relevance in establishing progressive discipline:

Letters of reprimand and any other discipline short of suspension are relevant for a maximum of two (2) years from the date of the initiation of any internal inquiry of the event/conduct.

Disciplinary actions resulting in a suspension are relevant for a maximum of four (4) years from the date of the initiation of any internal inquiry of the event/conduct.

Records relating to significant discipline which does not result in termination but triggers a suspension of one week or more, including but not limited to sexual harassment; harassment based on any protected category defined in 21 V.S.A. 495, significant issues related to response to resistance/use of force, any criminal activity, and veracity may be retained permanently.

The parties agree that for purposes of evaluating promotions, the time limits set forth above will be applied at 50% of the stated time limit. For example, a letter of reprimand may only be considered for one year from the date of the initiation of any internal inquiry of the event/conduct for purposes of evaluating a promotion.

15.4 Whenever an employee is subject to interview for any reason which could lead to disciplinary action of any employee, such interview shall be conducted under the following conditions:

A. The employee will be informed in writing prior to the interview that the employee is a subject or witness in the investigation. Subjects of investigation will be informed of the current details of the allegation, the name of the officer in charge of the investigation, the interviewing officer, and all other persons to be present during the interview. Witnesses will be

informed of the general nature of the event and their possible involvement, the name and rank of the officer in charge of the investigation, the interviewing officer, and all other persons to be present during the interview. If the parties have grounds to believe there is a conflict with the assigned investigator, another investigator may be appointed upon request to the Chief of Police or Human Resources Director. After the first interview has been completed, the names of any known witnesses or persons to be interviewed regarding the investigation will be shared.

B. The form used to notify employees shall include a notification that they have the right to representation by the BPOA or other counsel. The form will ask the employee to initial any declination of union representation. The employee(s), upon request, shall have the right to be represented by counsel or any other responsible representative of their choice who shall be present and available for consultation at all times during the interview unless waived by the employee. Upon the request of the employee, the interview shall be suspended for a reasonable period of time to obtain representation. BPOA agrees it will prioritize such requests to permit the interview to happen as soon as possible.

C. The employee will be given a descriptive account of all the allegations being investigated, and access to any of the employee's reports or notes prior to and during the interview. Upon request, the Chief may provide any other material related to the investigation that is deemed not to compromise the integrity of the investigation. Interviews of employees who are the subject of the investigation should be conducted after all other interviews have been conducted and other relevant information collected unless authorized by the Chief of Police or the Chief of Internal Investigations.

D. All interviews of employees shall take place during regularly scheduled hours of work, unless both parties agree to schedule the interview during off duty hours. Hours of work cannot be rescheduled in an effort by the City to avoid overtime compensation as a result of the interview. When an interview takes place during an employee's off-duty hours, the employee will be compensated in accordance with Section 10.8 of this Agreement. Whenever possible, all interviews shall take place on the City's premises unless otherwise agreed to by the employee.

E. All interviews shall be conducted in a respectful manner and all parties to an interview shall conduct themselves with decorum. All interviews shall be limited in scope to

activities, circumstances, events, conduct, or acts that pertain to the incident that is the subject of the investigation, unless the substance of the interview reveals additional issues that are within the scope of the investigation. During the interview, all questions shall be asked through one investigator at any one time. If at any point the employee or the employee's representative has grounds to believe the interview has become hostile or has deviated from the scope of the investigation, the employee may request that the interview be paused pending review of the issue by the Chief of Police or the Chief's designee.

F. Employees shall be entitled to reasonable intermissions for personal necessities and for the purpose of consultation with their representative(s). The employee's representative(s) can speak directly to the interviewer during the course of the interview in order to ask the interviewer to re-state or to clarify a question. The representative may object to the interviewer directly if the representative feels confusing or intimidating tactics are being employed or if questions are not related to the incident under review. After the interviewer has concluded their questions, the employee or the employee's representative may ask pertinent clarifying questions or offer other information that may be relevant to the matter under review. Nothing in this section shall be construed to diminish rights afforded employee(s) or their representatives through any State or Federal law or Court decision that would supersede the contents of this agreement.

G. When an employee being interviewed is ordered to answer questions that are directly and narrowly related to the employee's duties or fitness for duty, it is expressly understood that the answers to those questions cannot be used against the employee in criminal proceedings. When an employee is the subject of an investigation, information gained directly from the employee's statements during any interview that could lead to disciplinary action is confidential and shall not be released to any party outside the Chief of Police or deputy chiefs, the Department investigator, the City Attorney, Human Resources Director, the Police Commission (solely for purposes of fulfilling its appellate review requirements in Step 2 of the Grievance process), or Mayor, nor shall these parties share such information more widely. This is distinct from information gained from other investigatory avenues, including non-subject employees' interviews, during an Administrative Review or Internal Investigation. The parties agree that confidentiality of the investigation is critical prior to the issuance of discipline, if any.

H. The employee's representative shall not be compelled by the agency to disclose any information received from the employee under investigation. This shall not relieve the employee's representative of their obligations as a police officer.

I. When an outside agency is called upon to conduct an internal investigation, it is understood that this outside agency must comply with all rights guaranteed to the employee being interviewed by this Agreement.

J. The employee and their representative shall be allowed to record the entire interrogation by both audio and visual means. If video is used, the Union shall furnish upon request a copy of said video to the City at no cost.

K. Interviews shall be conducted with no unreasonable delays. The employee or their representative may request a status conference through the Chief of Police to determine the progress of the investigation. The status conference with the Chief or the Chiefs designee will be conducted without delay.

L. When the investigation is completed the employee or the employee's representative will be furnished upon request with a copy of all reports of the investigation which will contain all known material facts of the matter to include tape recordings at no cost. If the City records the interview, a copy of the complete interview of the employee, noting all recess periods, shall upon request be furnished to the employee upon its completion. These copies shall be complementary.

M. The employee and Union shall be advised in writing of the results of the investigation and any future action to be taken. This notice shall be limited to the BIA number, Charge(s), Finding(s), whether employee declined representation, and what type of disciplinary action if any was taken, including lengths and terms of the discipline.

N. No employee shall be compelled to take a polygraph during the course of an investigation.

O. Records of investigation are retained in accordance with current State law and archiving rules and/or the statute of civil limitations, whichever is greater. As of the date of drafting, records are retained for seven years.

## ARTICLE XVI - GRIEVANCE PROCEDURE

16.1 A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the City involving the meaning, interpretation or application of the provisions of this Agreement.

16.2 This grievance procedure constitutes the exclusive means of resolving grievances. Settlement of a controversy at any step in the grievance procedure shall be binding on all parties, including the employee or employees making the complaint, provided that no resolution shall be binding on the Union unless the Union is party to the grievance, and no such resolution may alter the provisions of this Agreement without the Union's written consent. Related grievances may be consolidated and processed as a single issue. Every effort will be made to resolve grievances at the lowest possible level.

16.3 The parties agree to follow the steps set forth herein in the processing of grievances. If at any step the City's representative fails to give a written answer within the time limits therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. In the event an answer is not received from the City's representative within the time limits therein set forth, the time limit in which the Union may appeal to the next step shall be extended for eight (8) calendar days in addition to the number of days specified for said appeal below. If the Union fails to appeal the grievance to the next step within the time limits stated above, the last answer of the City's representative shall be final and binding on all parties.

16.4 The time limits specified herein may be extended by mutual consent which shall not unreasonably be withheld. If a deadline for filing a grievance shall fall on a weekend or a holiday, the deadline shall be extended through the next regular working day.

16.5 The parties may determine by mutual consent to skip one or more steps of the grievance process.

### 16.6 Informal Resolution

A. Each employee is encouraged, but not required, to bring a grievance to the attention of the employee's supervisor as soon as possible after first having knowledge of its occurrence.

B. Prior to the filing of a grievance, any employee may request a meeting with the Chief of Police in an effort to resolve the grievance. Such an employee shall give prompt notice of such a request to the Union, which may participate in the meeting.

C. Any party may at any time request that the Human Resources Director, or designee, intervene in an effort to resolve a grievance. In such case, the Human Resources Director shall attempt to negotiate a settlement or adjustment of the grievance during a period of eight (8) weekdays after formally intervening or during such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Human Resources Director will notify the Chief and the employee of that fact within three (3) weekdays after the end of said period.

D. All grievance time limits shall be suspended during the pendency of steps Band C of the informal process.

#### 16.7 Formal Resolution

A. Step 1: The Chief of Police. An employee or the Union shall give written notice of a grievance to the Chief within fifteen (15) calendar days after it first had, or reasonably should have had, knowledge of the occurrence of an event giving rise to the grievance. The Chief shall answer within seven (7) weekdays after the grievance is presented. When an employee has been prevented from presenting their grievance within the above time limit because of an excused absence, the employee and the Union will be given two (2) weekdays from the time of the employee's return from such absence to present the grievance.

B. Step 2: The Board of Police Commissioners. If the grievance is not settled in Step 1, the grievant or the Union may submit the grievance in writing to the Chair of the Board of Police Commissioners within five weekdays of receipt of the Chief's decision. The grievance may be submitted by delivery in writing or by email to the Chair. Copies of the Step 2 appeal shall also be provided to the Chief and Human Resources Director. The Commission may hold a hearing and shall render a written decision within eight (8) weekdays after receipt of the grievance.

C. Step 3: Arbitration. Any dispute, claim, or grievance arising from or relating to the interpretation or application of this Agreement, if not settled at Steps 1 or 2, or if a response is not received from the Commission within the prescribed time limits, may be

submitted to arbitration administered under the Labor Arbitration Rules of the American Arbitration Association, except as otherwise provided herein.

1. To submit an issue to arbitration, the Union shall forward a written notice of intent to arbitrate to the Chair of the Board of Police Commissioners, with a copy to the Police Chief. Such notice shall be mailed or emailed within fifteen (15) weekdays after receipt to the Chiefs or Commission's decision, and shall state:

- i. the matter at issue;
- ii. the provision(s) of the Agreement that have been violated by reference to the specific clause(s); and
- iii. the nature of the relief sought.

2. The matter shall be heard and determined by a sole arbitrator. Should the City and the Union fail within ten (10) weekdays from the date of notice of arbitration to agree on an arbitrator, the Union, within twenty (20) calendar days, shall file at any regional office of the AAA a copy of the notice, with a copy of the collective bargaining agreement or other relevant documents that relate to the dispute, including the arbitration provisions, together with the appropriate filing fee as provided in the schedule included with the rules. After the arbitrator is appointed, no new or different claim may be submitted except with the consent of the arbitrator and all other parties. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. A separate arbitrator shall be appointed to hear each grievance that has been appealed to arbitration unless the parties agree in writing to present more than one grievance to the same arbitrator.

3. After an arbitrator has been appointed, the arbitrator shall meet and hear the evidence of both parties and render a decision promptly.

4. The function of the arbitrator shall be to interpret specific provisions of this Agreement in light of facts and the applicable law. The arbitrator shall have no power to decide on any issues that is defined in



this Agreement to be non-arbitrable or to add or subtract from or to modify or extend any of the terms of this Agreement, except as required by law.

5. Disputes between the parties as to the meaning or application of specific provisions of other Articles of this Agreement may be arbitrated. However, the exercise by the City of any of its functions set forth in Article III, City Functions, as the exclusive prerogative of the City, shall not be arbitrable. The arbitrator shall determine questions of substantive arbitrability.

6. Any arbitration shall be a de nova proceeding. Any written decisions resulting from the grievance procedure shall be admissible as evidence to be submitted to the arbitrator, upon the request of either party. Arbitration hearings shall be closed unless requested by the Union to be open.

7. The arbitrator shall submit in writing a decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

8. The settlement of the grievance in any case may be made retroactive for a period not to exceed the date on which the grievance occurred, or the employee or Union reasonably had knowledge of its occurrence. The decision of the arbitrator on the matter at issue shall be final and binding on all parties.

9. The costs and expenses (including filing fees and arbitrator's fees and expenses, but excluding the cost of attorney fees) for arbitration shall be divided equally between the City and the Union.

## ARTICLE XVII - UNIFORMS AND EQUIPMENT

17.1 Upon appointment each employee shall receive clothing and equipment as required to carry out the functions of a police officer in the City. Authorized Department issued

equipment lost or damaged through gross officer negligence becomes the liability of that officer. Reimbursement for such equipment shall be made by the officer directly to the office of the Chief of Police through the payroll asset account in an amount not to exceed ten percent (10%) of the employee's regular weekly salary. A grievance regarding liability under this paragraph shall be finally concluded prior to implementing any payroll deductions as set forth herein.

17.2 Any employee who is required to wear plain clothes in the line of duty for a period (not necessarily continuous) of at least three (3) months (90 days) shall be entitled to a clothing allowance of \$550.00. The clothing allowance shall be payable in quarterly installments to those employees assigned to such duty at the commencement of the quarter and shall be expended only for clothing used in the reasonable and customary functions of the Department and may be purchased at any store of the employee's choosing. An appropriate voucher system will be established to insure that the Police Department is not held responsible for expenditures over and above the clothing allowance, and no employee shall exceed such allowance. In addition, any employee who is so furnished a clothing allowance shall receive an additional allowance in the same amount for the same purchases in the same manner after the employee has served in plain clothes for an additional period of twelve (12) months (not necessarily continuous) from the time the employee was last furnished a clothing allowance.

17.3 Tailor costs for initial fitting as well as other costs to repair articles damaged in the line of duty will be paid directly by the City.

17.4 The City shall pay for reasonable costs of dry cleaning of uniforms. Each officer shall be entitled to have at least two (2) uniforms dry cleaned per week, unless as a result of a duty-related incident, the employee's uniform becomes soiled, dirty or offensively odoriferous. The Chief of Police shall make the final decision as to the reasonableness of additional dry cleaning requests.

17.5 Eye glasses, watches and other personally owned weapons, equipment, and clothing which are routinely and customarily used by employees may, at the discretion of the Chief, be replaced to the corresponding value if damaged in the line of duty.

17.6 In addition to the aforementioned uniforms and equipment, employees will be reimbursed up to \$120.00 once every twenty-four (24) months for the purchase of equipment for Department use. Reimbursement shall be through a voucher/receipt system established by the

Department's Office Manager, with payment to the employee to be made not later than three (3) weeks following date of submission of receipt to the Department.

#### ARTICLE XVIII - UNION REPRESENTATION

18.1 A list of Union Officers or other representatives shall be furnished to the City immediately after their designation, and the Union shall notify the City of any changes.

18.2 Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or their authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld.

18.3 Union representatives shall not be compensated for time spent in grievance and adjustment meeting outside their regular working hours.

18.4 Grievance adjustment meetings will be scheduled by the City at a time that is reasonable for both parties and that minimizes or avoids lost working time.

18.5 Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employee.

18.6 The City shall allow representatives of the Union time off without loss of compensation for Union business, (in addition to such time as described in Paragraph 18.2 of this Article) to a maximum of twenty (20) days per fiscal year in the aggregate for all representatives of the Union. The president of the Union shall give written advance notice to the Chief of any compensated time off as provided by this Paragraph. The executive board may request that Union members who are assigned Union work by the executive board be permitted to use some of the Union leave provided for in this paragraph.

18.7 Upon receipt of a signed voluntary authorization by an employee, the City shall deduct from the employee's wages the weekly Union membership dues and initiation fees payable by him or her to the Union during the period provided for in said authorization.

18.8 The check-off authorization shall be in the form as set forth in Appendix B. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City

in reliance upon signed authorization cards furnished to the City by the Union or for the purpose of complying with any of the provisions of this Article.

#### ARTICLE XIX - JURY LEAVE

An employee summoned to jury duty shall be excused from their work for the required period necessary to perform this duty. The employee shall be paid 100% of the regular wage while performing jury duty. The employee shall endorse over to the City the compensation that the employee receives from jury duty. An employee who is dismissed from jury service prior to 2 1/2 hours before the end of the employee's workshift shall report to work as soon as possible after being dismissed.

#### ARTICLE XX - PRECEDENCE OF AGREEMENT

In the event that any portion of this Agreement is found to be in conflict with any Department rules, Department directives or standard operating procedures, the provisions of this Agreement shall take precedence.

#### ARTICLE XXI - PRINTING OF CONTRACT

Within fifteen (15) days following the signing of this agreement, the City agrees to make this Agreement available on the Internet and will make printed copies available at key areas in the Police Department building. In addition, any employee may print a copy of the Agreement on a Department printer.

#### ARTICLE XXII - FINAL RESOLUTION and DURATION of AGREEMENT

22.1 This Agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior agreements and practices, whether written or oral, unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

22.2 This Agreement shall be effective upon execution except with respect to compensation and contributions to benefits where the Agreement shall be retroactive to July 1, 2022 (as to employees employed on the date of execution), except as otherwise provided, and

shall remain in effect through June 30, 2025 and from year to year thereafter unless either party notifies the other in writing no later than 150 days prior to termination date or its anniversary that it desires to modify or terminate this Agreement. If such notice of desire to modify is given, the City and the Union agree to meet no later than March 15, 2025 for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1, 2025. The City and the Union likewise agree that this Agreement shall remain in effect pending all negotiations and until it is replaced by a succeeding Agreement.

22.3 Notwithstanding the previous provisions of the Article, if it is determined, in the discretion of the Chief, that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Chief, or the Chiefs designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

#### ARTICLE XXIII - TERMINATION and LEGALITY

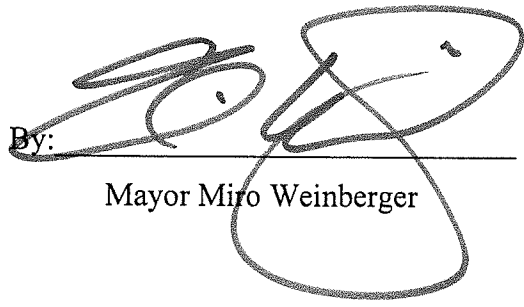
If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of September 2022 by their duly authorized representatives.

BURLINGTON POLICE OFFICERS'  
ASSOCIATION

By:  \_\_\_\_\_

CITY OF BURLINGTON

By:   
\_\_\_\_\_  
Mayor Miro Weinberger

SIDE LETTER

The parties agree that for a period of 18 months from the date of this MOA, Article 10.9(H) will be revised by deleting the phrase “and requested by airport personnel.” After the expiration of 18 months, the language will revert back to the current language. The Union agrees to withdraw its pending grievance.

SIDE LETTER

This MOA does not change the existing retention bonus agreement.

APPENDIX A – PAY PLAN

<b>STEP</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
<b>1</b>	70,936.03	74,482.83	76,717.32
<b>2</b>	71,716.32	75,302.14	77,561.20
<b>3</b>	72,505.20	76,130.47	78,414.38
<b>4</b>	73,302.76	76,967.89	79,276.93
<b>5</b>	74,109.09	77,814.54	80,148.98
<b>6</b>	74,924.29	78,670.51	81,030.62
<b>7</b>	75,898.31	79,693.23	82,084.02
<b>8</b>	78,175.26	82,084.02	84,546.54
<b>9</b>	79,347.90	83,315.30	85,814.75
<b>10</b>	80,538.11	84,565.02	87,101.97
<b>11</b>	82,644.16	86,776.37	89,379.66
<b>12</b>	85,135.67	89,392.45	92,074.23
<b>13</b>	86,834.42	91,176.14	93,911.42
<b>14</b>	88,561.48	92,989.55	95,779.24
<b>15</b>	91,840.00	96,432.00	99,324.96



APPENDIX B – REQUEST & AUTHORIZATION Re: DUES & REPRESENTATION

**APPENDIX B**  
**Dues Deduction Authorization**

Name of Employee: \_\_\_\_\_  
Print Last Name, First, Middle

Home Address: \_\_\_\_\_  
Street & Number

\_\_\_\_\_ Zip Code  
City, State

I hereby authorize the City of Burlington to deduct from my pay each period the amount certified by the Burlington Police Officers' Association as the regular dues of the Union and to remit such amounts to the Union.

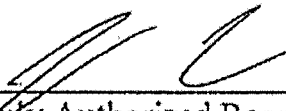
Date: \_\_\_\_\_

\_\_\_\_\_  
Member, Burlington Police  
Officers' Association

BURLINGTON POLICE OFFICERS' ASSOCIATION  
DUES CERTIFICATION

I hereby certify that the regular dues of the Burlington Police Officers' Association are currently established at \$ 25 per week.

Date: 09/27/22

  
\_\_\_\_\_  
Duty Authorized Representative  
Burlington Police Officers Association  
Joe Corrow

APPENDIX C – U.S.B. WORK SCHEDULE

**BURLINGTON POLICE DEPARTMENT - DOWNTOWN TOUR**

**DAYS: 0730-1730**

TEAM A Off: Tue, Wed, Thu

LT		
SGT		
1		
2		
3		
4		
CSO		
CSO		

**DAYS: 0730-1730**

TEAM B Off: Sun, Fri, Sat

LT		
SGT		
1		
2		
3		
4		
5		
CSO		

**EVENINGS: 1645-0245**

TEAM D Off: Tue, Wed, Thu

LT		
1		
2		
3		
4		
5		
CSO		

**EVENINGS: 1645-0245**

TEAM E Off: Sun, Mon, Sat

LT		
1		
2		
3		
4		
CSO		
CSO		

**MIDNIGHTS: 2215-0815**

TEAM F Off: Mon, Tue,  
Wed

SGT		
1		
2		

**MIDNIGHTS:**

**2215-0815**

TEAM G Off: Sun,  
Fri, Sat

SGT		
1		
2		

## APPENDIX D – EMERGENCY STAFFING SCHEDULE

### USB 12 Hour Schedule 3 day off

Weekends/Weekdays off every other month for sides							
Left Side	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0600-1800	Off	Work 12- 18	Work	Work	Work	Off	Off
1800 - 0600	Off	Off	Work	Work	Work	Work 18 -24	Off
<b>Right Side</b>							
0600-1800	Work	Work 6 - 12	Off	Off	Off	Work	Work
1800 - 0600	Work	Work	Off	Off	Off	Work 24 - 06	Work

### USB 12 Hour Schedule 3 day/4 day off

Weekends/Weekdays off every other month for sides							
Left Side	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0600-1800	Off	Work	Work	Work	Off	Off	Off
1800 - 0600	Off	Off	Work	Work	Work	Off	Off
<b>Right Side</b>							
0600-1800	Work	Off	Off	Off	Work	Work	Work
1800 - 0600	Work	Work	Off	Off	Off	Work	Work
<b>Left Side</b>							
Week 2							
0600-1800	Off	Work	Work	Work	Work	Off	Off
1800 - 0600	Off	Work	Work	Work	Work	Off	Off
<b>Right Side</b>							
0600-1800	Work	Off	Off	Off	Off	Work	Work
1800 - 0600	Work	Off	Off	Off	Off	Work	Work
Repeat Week 1							

## APPENDIX E – SUMMARY OF HEALTHCARE BENEFITS



Northeast Delta Dental  
One Delta Drive  
PO Box 2002  
Concord, NH 03302-2002  
Customer Service:  
1-800-832-5700

### Outline of Benefits CITY OF BURLINGTON Group Number: 940

For more information on your benefits, please refer to your Dental Plan Description (DPD) or Summary Plan Description (SPD).

Benefit Period: January 1 through December 31

Benefit percentages paid by Northeast Delta Dental after any applicable Waiting Periods and/or Copayments:

Diagnostic & Preventive (Coverage A)	100%
Basic (Coverage B)	70%
Major (Coverage C)	50%

Maximum Benefits: \$1,500 per person per benefit period excluding Orthodontics.

Deductibles: \$50/\$150 benefit period deductible per person/family (applies to Basic and Major benefits only).

Office Visit Copayments: None

**Waiting Periods:**

Basic Benefits: No waiting period.

Major Benefits: No waiting period.

**Dependent Age Limits:**

Dependent Children are covered up to age 26.

Your benefits include Domestic Partner Coverage. Please contact your employer for more details.

Double-Up Max<sup>SM</sup>: Not applicable

To the extent of any provision in this Outline of Benefits conflicts with a provision in the Dental Plan Description or Summary Plan Description, the provision in the Dental Plan Description or Summary Plan Description shall supersede and take precedence.

## BENEFIT SUMMARY



Administered by - Cigna Health and Life Insurance Co.  
 For - City of Burlington, VT  
 Open Access Plus Plan  
 OAP Plan  
 Effective - 07/01/2022

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Plan Year Accumulation</b>	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a calendar year basis unless otherwise stated. In addition, all plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between In- and Out-of-Network unless otherwise noted.	
<b>Plan Coinsurance</b>	Plan pays 80%	Plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	110%
<b>Plan Deductible</b>	Individual: \$200 Family: \$400	Individual: \$500 Family: \$1,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts towards your in-network deductible. Only the amount you pay for out-of-network covered expenses counts towards your out-of-network deductible.</li> <li>Benefit copays/deductibles always apply before plan deductible and coinsurance.</li> <li>Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance.</li> </ul>		
<b>Note:</b> Services where plan deductible applies are noted with a caret (^).		

Plan Highlights	In-Network	Out-of-Network
<b>Plan Out-of-Pocket Maximum</b>	Individual: \$600 Family: \$1,200	Individual: \$1,500 Family: \$2,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward your out-of-network out-of-pocket maximum.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>All benefit copays/deductibles contribute towards your out-of-pocket maximum.</li> <li>Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder. Out-of-network non-compliance penalties or charges in excess of Maximum Reimbursable Charge do not contribute towards the out-of-pocket maximum.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> </ul>		

Benefit	In-Network	Out-of-Network
<b>Note:</b> Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.		
<b>Physician Services - Office Visits</b>		
<b>Primary Care Physician (PCP) Services/Office Visit</b>	\$15 copay, and plan pays 100%	Plan pays 70% ^
<b>Specialty Care Physician Services/Office Visit</b>	\$15 copay, and plan pays 100%	Plan pays 70% ^
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).		
<b>Surgery Performed in Physician's Office</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Allergy Treatment/Injections and Allergy Serum</b> Allergy serum dispensed by the physician in the office	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Note:</b> Office copay does not apply if only the allergy serum is provided.		
<b>Virtual Care</b>		
<b>Dedicated Virtual Providers</b>		
<b>Urgent Virtual Care Services</b>	Plan pays 100%	Not Covered
<ul style="list-style-type: none"> <li>Dedicated Virtual Providers may deliver services that are payable under other benefits (e.g., Preventive Care, Primary Care Physician, Behavioral; Dermatology/Specialty Care Physician).</li> <li>Lab services supporting a virtual visit must be obtained through dedicated labs.</li> <li>Includes charges for the delivery of medical and health-related services and consultations by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies.</li> </ul>		

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (*). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Emergency Services</b>		
<b>Emergency Room</b> <ul style="list-style-type: none"> <li>Includes Professional, X-ray and/or Lab services performed at the Emergency Room and billed by the facility as part of the ER visit.</li> <li>Per visit copay is waived if admitted.</li> </ul>	\$100 copay, and plan pays 100%	\$100 copay, and plan pays 100%
<b>Urgent Care Facility</b> <ul style="list-style-type: none"> <li>Includes Professional, X-ray and/or Lab services performed at the Urgent Care Facility and billed by the facility as part of the urgent care visit.</li> </ul>	\$15 copay, and plan pays 100%	\$15 copay, and plan pays 100%
<b>Ambulance</b> Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.	Plan pays 80% ^	Plan pays 80% ^
<b>Inpatient Services at Other Health Care Facilities</b>		
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities</b> <ul style="list-style-type: none"> <li>Annual Limit: 60 days</li> </ul>	Plan pays 80% ^	Plan pays 70% ^
<b>Laboratory Services</b>		
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Independent Lab</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Outpatient Facility</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Radiology Services</b>		
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Outpatient Facility</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Advanced Radiological Imaging (ARI)</b>		
<b>Outpatient Facility</b>	Includes MRI, MRA, CAT Scan, PET Scan, etc. Plan pays 80% ^	Plan pays 70% ^
<b>Physician's Services/Office Visit</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Outpatient Therapy Services</b>		
<b>Outpatient Therapy Services</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
Annual Limits: <ul style="list-style-type: none"> <li>All Therapies Combined - Includes Cognitive Therapy, Occupational Therapy, Physical Therapy, Pulmonary Rehabilitation, and Speech Therapy - 30 days</li> <li>Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.</li> </ul>		
<b>Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.</b>		

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (*). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Virtual Physician Services - Office Visits</b>		
<b>Primary Care Physician (PCP) Services/Office Visit</b> <ul style="list-style-type: none"> <li>Physicians may deliver services virtually that are payable under other benefits (e.g., Preventive Care, Outpatient Therapy Services).</li> <li>Includes charges for the delivery of medical and health-related services and consultations as medically appropriate through audio, video, and secure internet-based technologies that are similar to office visit services provided in a face-to-face setting.</li> </ul>	\$15 copay, and plan pays 100%	Plan pays 70% ^
<b>Specialty Care Physician Services/Office Visit</b> <ul style="list-style-type: none"> <li>Physicians may deliver services virtually that are payable under other benefits (e.g., Preventive Care, Outpatient Therapy Services).</li> <li>Includes charges for the delivery of medical and health-related services and consultations as medically appropriate through audio, video, and secure internet-based technologies that are similar to office visit services provided in a face-to-face setting.</li> </ul>	\$15 copay, and plan pays 100%	Plan pays 70% ^
<b>NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).</b>		
<b>Convenience Care Clinic</b>		
<b>Convenience Care Clinic</b>	\$15 copay, and plan pays 100%	Plan pays 70% ^
<b>Preventive Care</b>		
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.</li> <li>Annual Limit: Unlimited</li> </ul>	Plan pays 100%	Plan pays 70% ^
<b>Immunizations</b>	Plan pays 100%	Plan pays 70% ^
<b>Mammogram, PAP, and PSA Tests</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on Place of Service.</li> </ul>	Plan pays 100%	Covered same as other x-ray and lab services, based on Place of Service
<b>Inpatient</b>		
<b>Inpatient Hospital Facility Services</b> <b>Note: Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 80% ^	Plan pays 70% ^
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Plan pays 80% ^	Plan pays 70% ^

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Chiropractic Services</b> Annual Limit: • Chiropractic Care - 24 days	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Cardiac Rehabilitation Services</b> Annual Limit: • Cardiac Rehabilitation - 36 days	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Hospice</b>		
<b>Inpatient Facilities</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Outpatient Services</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Note: Includes Bereavement counseling provided as part of a hospice program.</b>		
<b>Bereavement Counseling (for services not provided as part of a hospice program)</b>		
Services Provided by a Mental Health Professional	Covered under Mental Health benefit	Covered under Mental Health benefit
<b>Medical Specialty Drugs</b>		
<b>Outpatient Facility</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Physician's Office</b>	Plan pays 100%	Plan pays 70% ^
<b>Home</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Note: This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.</b>		
<b>Maternity</b>		
<b>Initial Visit to Confirm Pregnancy</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (Global Maternity Fee)</b>	Plan pays 80% ^	Plan pays 70% ^
<b>Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)</b>	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
<b>Delivery - Facility (Inpatient Hospital, Birthing Center)</b>	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Organ Transplants</b>		
<b>Inpatient Hospital Facility Services</b>		
LifeSOURCE Facility	Plan pays 100%	Not Applicable
Non-LifeSOURCE Facility	Covered same as plan's Inpatient Hospital benefit	Not Covered
<b>Inpatient Professional Services</b>		
LifeSOURCE Facility	Plan pays 100%	Not Applicable
Non-LifeSOURCE Facility	Covered same as plan's Inpatient Professional benefit	Not Covered
• Travel Maximum - Cigna LifeSOURCE Transplant Network <sup>®</sup> Facility Only: \$10,000 maximum per Transplant		
<b>Durable Medical Equipment</b> • Annual Limit: Unlimited	Plan pays 80% ^	Plan pays 70% ^
<b>Breast Feeding Equipment and Supplies</b> • Limited to the rental of one breast pump per birth as ordered or prescribed by a physician • Includes related supplies	Plan pays 100%	Plan pays 70% ^
<b>External Prosthetic Appliances (EPA)</b> • Annual Limit: Unlimited	Plan pays 80% ^	Plan pays 70% ^
<b>Temporomandibular Joint Disorder (TMJ)</b> • Unlimited lifetime maximum	Coverage varies based on Place of Service	Coverage varies based on Place of Service
<b>Note: Provided on a limited, case-by-case basis. Excludes appliances and orthodontic treatment.</b>		
<b>Bariatric Surgery</b> • Unlimited lifetime limit	Coverage varies based on Place of Service	Not Covered
Treatment of Clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded: • medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity • weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision		
<b>Routine Foot Care</b>	Not Covered	Not Covered
<b>Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when approved as medically necessary.</b>		
<b>Routine Eye Care</b> • Annual Limit: One exam	Plan pays 100%	Plan pays 100%
<b>Acupuncture</b> • Annual Limit: Unlimited	Plan pays 100%	Plan pays 100%



Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Abortion</b>		
Abortion Services	Coverage varies based on Place of Service	Coverage varies based on Place of Service
Note: Elective and non-elective procedures		
<b>Family Planning</b>		
Women's Services	Plan pays 100%	Coverage varies based on Place of Service
Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals)		
Men's Services	Coverage varies based on Place of Service	Coverage varies based on Place of Service
Includes surgical sterilization services, such as vasectomy (excludes reversals)		
<b>Infertility</b>		
Infertility Treatment		
Note: Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.		
<b>Outpatient Dialysis Services</b>		
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit	Not Covered
Home Dialysis	Covered same as plan's Home Health Care benefit	Not Covered
Outpatient Facility Services	Covered same as plan's Outpatient Facility Services benefit	Not Covered
Outpatient Professional Services	Covered same as plan's Outpatient Professional Services benefit	Not Covered
<b>Other Health Care Facilities/Services</b>		
Home Health Care	Plan pays 80% ^	Plan pays 70% ^
<ul style="list-style-type: none"> <li>Annual Limit: Unlimited</li> <li>16 hour maximum per day</li> </ul>		
Note: Includes outpatient private duty nursing when approved as medically necessary		

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.</b>		
<b>Mental Health and Substance Use Disorder</b>		
Inpatient Mental Health	Plan pays 80% ^	Plan pays 70% ^
Outpatient Mental Health – Physician's Office	\$15 copay, and plan pays 100%	Plan pays 70% ^
Outpatient Mental Health – All Other Services	Plan pays 80% ^	Plan pays 70% ^
Inpatient Substance Use Disorder	Plan pays 80% ^	Plan pays 70% ^
Outpatient Substance Use Disorder – Physician's Office	\$15 copay, and plan pays 100%	Plan pays 70% ^
Outpatient Substance Use Disorder – All Other Services	Plan pays 80% ^	Plan pays 70% ^
Annual Limits:		
<ul style="list-style-type: none"> <li>Unlimited maximum</li> </ul>		
Notes:		
<ul style="list-style-type: none"> <li>Inpatient includes Acute Inpatient and Residential Treatment.</li> <li>Outpatient - Physician's Office - may include Individual, family and group therapy, psychotherapy, medication management, etc.</li> <li>Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc.</li> <li>Services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>		
<b>Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs</b>		
<b>Cigna Total Behavioral Health - Inpatient and Outpatient Management</b>		
<ul style="list-style-type: none"> <li>Inpatient utilization review and case management</li> <li>Outpatient utilization review and case management</li> <li>Partial Hospitalization</li> <li>Intensive outpatient programs</li> <li>Changing Lives by Integrating Mind and Body Program</li> <li>Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.</li> <li>Narcotic Therapy Management</li> <li>Complex Psychiatric Case Management</li> </ul>		

## Pharmacy

## In-Network

### Cost Share and Supply

#### Cigna Pharmacy Cost Share

- Retail – up to 90-day supply (except Specialty up to 30-day supply)
- Home Delivery – up to 90-day supply (except Specialty up to 30-day supply)

#### Retail (per 30-day supply):

Generic: You pay \$10  
 Preferred Brand: You pay \$10  
 Non-Preferred Brand: You pay \$45

#### Retail and Home Delivery (per 90-day supply):

Generic: You pay \$10  
 Preferred Brand: You pay \$10  
 Non-Preferred Brand: You pay \$45

- Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.
- You can choose to fill your medications in a 30- or 90-day supply at any network pharmacy.
- This plan will not cover out-of-network pharmacy benefits.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- When patient requests brand drug, patient pays the brand cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug (unless the physician indicates "Dispense As Written" DAW).
- Exclusive specialty home delivery: Specialty medications must be filled through home delivery; otherwise you pay the entire cost of the prescription upon your first fill. Some exceptions may apply.
- If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.

#### Pharmacy Out-of-Pocket Maximum

- Retail and Home Delivery cost share applies to the Pharmacy Out-of-Pocket.

Individual: \$1,250  
 Family: \$2,500

### Drugs Covered

#### Prescription Drug List:

Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

#### Some highlights:

- Self Administered injectables are covered.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Prescription weight loss drugs are covered.
- Prescription smoking cessation drugs are covered.

### Pharmacy Program Information

#### Pharmacy Clinical Management: Essential

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements
- Step Therapy on select classes of medications and drugs new to the market
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Current users of Step Therapy medications will be allowed one 30-day fill during the first three months of coverage before Step Therapy program applies.
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

### Additional Information

#### Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

#### Comprehensive Oncology Program

- Care Management outreach
- Case Management

Included

#### Maximum Reimbursable Charge

The allowable covered expense for non-network services is based on the lesser of the health care professional's normal charge for a similar service or a percentage of a fee schedule (110%) developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is based on the lesser of the health care professional's normal charge for a similar service or a percentile (80th) of charges made by health care professionals of such service or supply in the geographic area where it is received. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used. Out-of-network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations.

#### Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level as required by applicable state or federal law if services are received from a non-participating (Out-of-Network) provider.
2. The allowable amount used to determine the Plan's benefit payment for covered Emergency Services rendered in an Out-of-Network Hospital, or by an Out-of-Network provider in an In-Network Hospital, is the amount agreed to by the Out-of-Network provider and Cigna, or as required by applicable state or federal law.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is not responsible for any charges that may be made in excess of the allowable amount. If the Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

## Additional Information

### Medicare Coordination

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B **regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.**

### Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### One Guide

Available by phone or through myCigna mobile application. One Guide helps you navigate the health care system and make the most of your health benefits and programs.

### Pre-Certification - Continued Stay Review - Preferred Care Management Inpatient - required for all inpatient admissions

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$750 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

### Pre-Certification - Preferred Care Management Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$750 penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.
- Benefits are denied for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.

Pre-Existing Condition Limitation (PCL) does not apply.

## Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Place of Service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Exclusions

### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider or Pharmacy is or has waived, reduced, or forgiven any portion of its charges and/or any portion of Copayment, Deductible, and/or Coinsurance amount(s) you are required to pay for a Covered Expense (as shown on The Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether the provider or Pharmacy represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a non-Participating Provider who has agreed to charge you or charged you at an In-Network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug or Biologic therapies or devices that are determined by the utilization review Physician to be:
  - not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
  - not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed;
  - the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" sections of this plan; or
  - the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.

In determining whether any such technologies, supplies, treatments, drug or Biologic therapies or devices are experimental, investigational and/or unproven, the utilization review Physician may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.

- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: macromastia or gynecomastia surgeries; abdominoplasty;

## Exclusions

panniculectomy; rhinoplasty; blepharoplasty; redundant skin surgery; removal of skin tags; acupressure; craniosacral/cranial therapy; dance therapy; movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.

- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to teeth are covered provided a continuous course of dental treatment is started within six months of an accident.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Infertility services including infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs is also excluded from coverage.
- Reversal of male or female voluntary sterilization procedures.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, unless Physician administration or oversight is required, injectable prescription drugs to the extent they do not require

## Exclusions

Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.

- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under Covered Expenses.
- Massage therapy.