

AGREEMENT

Between

CITY OF BURLINGTON

And

BURLINGTON FIREFIGHTERS' ASSOCIATION

Effective Date

July 1, 2014 - June 30, 2018

TABLE OF CONTENTS

	Page
I.	Recognition4
II.	Non-Discrimination4
III.	City Functions5
IV.	Union Security7
V.	No Strike, No Lock Out8
VI.	Seniority8
VII.	Probation and Probationary Periods10
VIII.	Layoff and Recall11
IX.	Promotions, Transfers and Educational Opportunities13
X.	Rates of Pay18
XI.	Hours of Work23
	Overtime24
	Extra Duty26
XII.	Holidays28
XIII.	Vacations30
XIV.	Sick Leave32
	Bonus for Non-Use of Sick Leave33
	Unused Sick Leave Upon Separation35
XV.	Other Leave36
	Work-Related Injury/Illness36
	Bereavement Leave37
	Family and Medical Leave; Military Caregiver Leave38
	Short-Term Family Leave44
	Leave Without Pay45
	Military Leave45
	Personal Leave47
XVI.	Employee Benefits48
	Life Insurance51
	Dental Insurance51
	Pension51
	PEBSCO Program60
XVII.	Discipline61
XVIII.	Grievance Procedure63
XIX.	Health and Safety65
XX.	Uniforms and Equipment68
XXI.	Performance Evaluations69
XXII.	Union Representatives70
XXIII.	Employee Duties71
XXIV.	Final Resolution and Duration of Agreement73
XXV.	Termination and Legality73

APPENDIX A – Dues Deduction Authorization
APPENDIX B – Wage Schedule for FY 15
APPENDIX C – Health Insurance Plan Description
APPENDIX D – Retirement Fund Credit

PREAMBLE

This Agreement by and between the City of Burlington, Vermont, hereinafter referred to as the City, and the Burlington Firefighters Association, Local 3044, International Association of Firefighters, hereinafter referred to as the Union, is effective retroactive to July 1, ~~2009~~ 2014 with regard to compensation; otherwise, amended provisions are effective either upon date of execution of this Agreement, or as otherwise indicated. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union without interruption or other interference with the operation of the City; to provide for equitable and peaceful adjustment of differences which may arise; and to establish mutually agreeable standards of wages, hours and other conditions of employment.

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all full-time, regular employees of the Burlington Fire Department below the rank of Battalion Chief, with the exception of probationary and clerical employees, and as such agrees that such members shall be covered by and subject to the bylaws of the Union. The term "employees" in this Agreement shall refer 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 that would violate any applicable laws because of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual

orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

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

ARTICLE III

City Functions

3.1 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:

- (a) To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;
- (b) To schedule and assign work to employees;
- (c) To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;
- (d) To determine the classification, qualifications and staffing of jobs, and to transfer employees within the Department;
- (e) To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds or for other similar legitimate reasons;
- (f) To hire and terminate employees;
- (g) To maintain order, and to suspend, demote, discipline and discharge employees for just cause;

- (h) To make, publish and require observance of reasonable rules and regulations;
- (i) To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety, and welfare.

3.2 Prior to the issuance of non-emergency additions to or changes in the Rules and Regulations or General Orders, the proposed changes will be submitted by the Department to the Union and the City Human Resources Director for their review and comment. The Union shall have one (1) week from submission of the proposal to make any substantive comments aside from objections that the proposed changes conflict with this Agreement; and it shall have four (4) weeks from submission of the proposal to make written objection to any new Rules and Regulations or General Orders on the grounds that they conflict with this Agreement. If either a timely substantive response or a timely objection is made, the Department agrees to meet with the Human Resources Director, Union President and Union Executive Board to discuss the Union's position relative to the new rule. The Union may also propose changes in the Rules and Regulations or General Orders, copies of which shall be sent to the City Human Resources Director, and the Department agrees to meet and discuss the proposed changes as herein previously described. If the Union makes no timely substantive comments, the new rule may be placed in effect tentatively, to become final upon expiration of the four-week objection period. If timely substantive comments are made, the rule shall not be placed into effect until the meeting and discussion process is completed. If the Union makes no timely objection based on conflict with this Agreement, it has thereby waived all right to file an unfair labor practice charge based on the claim that the new rule conflicts with this Agreement. If the Union makes a timely objection based on conflict with this Agreement, the City shall either withdraw the new rule, or

state in writing its disagreement so that the parties may pursue appropriate remedies; or, by mutual agreement, the parties may elect to formally bargain the issue.

3.3 It is agreed that the Union has the right to challenge the City in the exercise of any of the functions set out in this Article and such challenge shall be made through the grievance procedure on the grounds that the action of the City violated a provision of this Agreement, provided, however, the Union also has the right to exercise its rights under 21 V.S.A. §1726, to file unfair labor practice charges, subject only to the limited waiver contained in paragraph 3.2 above.

ARTICLE IV

Union Security

4.1 All employees covered by this Agreement who elect voluntarily not to become a member of the Union shall be required as a condition of employment, beginning on the thirtieth (30) day following the beginning of non-probationary employment, to pay to the Union a service charge in an amount not to exceed the Union's regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees.

4.2 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 to the Union during the period provided for in said authorization.

4.3 The check-off authorization shall be in the form as set forth in APPENDIX A.

4.4 The City will deduct the foregoing authorized amounts on payday in the week for the preceding week, and forthwith transfer such amounts to the Union Treasurer. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last paycheck. The City shall furnish the

Union Treasurer monthly with a record of those for whom deductions have been made and the amounts of the deductions.

4.5 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 V

No Strike, No Lock Out

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate 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.

ARTICLE VI

Seniority

6.1 Seniority shall be defined as an employee's length of continuous full-time service since their last date of hire, less any adjustments due to layoffs, approved leaves of absence without pay (unless otherwise agreed by the City), or other breaks in service for any of the reasons for termination of seniority specified in paragraph 6.3. Except as required by law, and notwithstanding Section 15.14 hereof, seniority shall not be neither gained nor lost during any approved unpaid leave of absence in excess of 90 days in duration.

6.2 The Fire Department shall prepare a seniority list as soon as practicable after the effective date of this Agreement, and such a list shall be updated no later than January 1 of each year. Such list shall be posted on the departmental bulletin board and a copy sent to the Union President. Any employee aggrieved by his the employee's placement on the seniority list may grieve such placement under the grievance article of this Agreement.

6.3 Seniority for all purposes shall be terminated for any of the following reasons:

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) Failure to report for work within fourteen (14) days after written notice of recall is given pursuant to the provisions of paragraph 8.5;
- (d) Absence for three (3) consecutive working days without reporting to the City unless extenuating circumstances prevail;
- (e) Failure to report for work at the end of a leave of absence or extension thereof unless extenuating circumstances prevail;
- (f) Normal retirement, i.e., other than for medical disability.

6.4 An employee who is terminated or retired due to illness or work or non-work connected accident and is subsequently rehired will be awarded seniority equal to the amount of time earned at the time of termination or retirement.

6.5 Subject to the specific terms of this Agreement, seniority controls the following decisions: layoff and recall, overtime canvassing and mandatory call-in, vacation scheduling, awarding educational opportunities, and progression through the rank of Firefighter III.

ARTICLE VII

Probation and Probationary Periods

7.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status.

7.2 All newly hired employees become probationary employees upon the date of their employment and remain so until they have successfully completed a probationary period of twelve (12) months. An employee whose probationary status is extended in order to complete EMT certification shall be considered a regular employee for purposes of step adjustments, discipline and other provisions of this agreement unrelated to EMT certification. The probationary period may be extended by three (3) months by mutual agreement between the employee and the Department.

7.3 During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance. In the case of layoff and recall there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Regular employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

ARTICLE VIII

Layoff and Recall

8.1 The City shall determine when layoffs are necessary. Layoffs shall only occur due to lack of work or lack of funds or other similar legitimate reason. In the event of a layoff, employees shall be laid off in order of reverse seniority, based on the seniority list, with probationary employees being laid off first. When two or more employees have equal seniority, their relevant experience, skill, ability, and qualifications to do the work without further training will determine the order of layoff.

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 the force can be accomplished within three (3) months by normal employee turnover. If an opening exists for which an employee affected by layoff is, in the City's opinion, relatively equal in qualifications, including training and experience, to other applicants, that employee will be transferred to that position rather than being laid off, except that employees in other bargaining units shall have priority to fill vacancies in other bargaining unit positions to the extent such priority is set forth in contract or otherwise.

8.3 In the event that a laid-off employee remains unemployed, the City shall allow the person to buy the current medical insurance coverage for one (1) year at the group rate which the City pays (or if the City remains self-insured, at the premium rate set by the City), provided this arrangement does not conflict with the insurance carrier's regulations. Employees on layoff status shall be afforded first refusal for any part-time or seasonal work which is available, and for

which they are qualified, offered in inverse order of layoff, but neither acceptance nor refusal of such work shall disqualify the laid off employee from full-time recall rights.

8.4 A laid off employee will enjoy recall rights for two (2) years from the date of lay-off, but will accrue seniority for a maximum of one (1) year. Recall shall occur as soon as and to the extent that the reason for the layoff ceases or diminishes. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff. If an employee is recalled to a position in a lower rated job classification, the employee shall have the right to return to the job classification held prior to being laid off. in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall.

8.5 Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, which shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Department of the intention to return within ten (10) days after receiving notice of recall; reasonable exceptions to these limits may be agreed to in cases of proven sickness or injury to the employee or death in the employee's immediate family. 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 Chief, provided that the recall notice expressly informs the employee of the duty to notify the Department of any intention to return within ten (10) days of receiving the notice, and further expressly informs the employee of the consequences of failure to do so and failure to accept recall.

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, except as provided herein.

ARTICLE IX

Promotions, Transfers and Educational Opportunities

9.1 Merit Basis. Promotion to the ranks of Senior Firefighter, Fire Inspector, Lieutenant, and/or Captain shall be based on merit, as outlined below, with seniority used to break any tie.

9.2 Notice. Notice of promotional opportunities shall be posted on bulletin boards at each station for at least ten (10) business days prior to the closing date for application. Such notice shall state the position title, ~~classification, rate of pay~~ and qualifications for the job. All interested employees shall apply for said position in writing.

9.3 Senior Firefighter. Any employee hired after January 1, 2010 seeking promotion to the rank of Senior Firefighter shall be required to participate in the Senior Firefighter Development Program (the Program) which has been cooperatively developed in the interest of better preparing employees to take on the role and responsibilities of performing duties as a company officer on an as needed basis, otherwise referred to as riding the seat (RTS). The program will be administered and mentored by the Company Officer where the employee is assigned. Beginning 6 months prior to the completion of the employee's 6th year of employment the employee may begin the final testing process. Should the employee fail any portion of the testing process, the employee shall have the opportunity to retest that section with the consent of the Company Officer and Training Officer. A disagreement between the two officers shall be resolved by the Shift Commander.

Upon successful completion of all sections of the Program, and 6 years of employment, the employee shall be promoted to the rank of Senior Firefighter. Employees who do not successfully complete the Program or opt out of the Program shall attain the rank of Firefighter III at the completion of 6 years of employment and shall hold that rank until successful completion of the Program.

9.4 Written Test. All applicants will take a written objective (non-essay) test that will be marked from zero (0) to one hundred (100). An applicant shall not be eligible for promotion unless the applicant's score on the test **equals or exceeds a minimum score of 70%**. The test shall be the same for all applicants, and it shall be consistent with the requirements of the most current version of NFPA 1021 (Standards for Fire Officer Professional Qualifications).

9.5 Other Promotions and Review Boards. All applicants for Lieutenant or Captain will go through a three-part process: the first part is the written test in 9.3 above, which will account for 40% of the applicant's total score; the second part consists of oral boards in which each applicant shall be interviewed by a Review Board composed of the three (3) Shift Commanders, the Training Battalion Chief, the Deputy Chief of Administration, and the Chief or Chief's designee. All applicants for Fire Inspector and Assistant Fire Marshal shall be interviewed by a Review Board composed of the Fire Marshal, the Deputy Chief of Administration, and the Chief or Chief's designee. The Board shall issue a score of zero (0) to one hundred (100) to each applicant. An applicant shall not be eligible for promotion unless the average score of the Oral Review Board equals at least 70%. This score shall account for 40% of the applicant's total score.

9.6 Service Record Evaluation. The third part of the process is the service record evaluation, which will account for 20% of the applicant's total score. At the completion of the

oral board interview, the Oral Review Board shall review the applicant's resume, service record, and any other materials the applicant may present. The Board shall have the option of consulting with the applicant's immediate superior. The Board shall issue a score of zero (0) to one hundred (100) to each applicant, considering the following categories:

a) Work ethic and behavioral qualities, including follow-through and completion of tasks, timeliness, extra tasks or voluntary projects taken on, or community service performed;

b) Discipline history and job performance, including attention to safety or following administrative practices;

c) Job skills and extra skill sets, including voluntary training undertaken, pursuing higher education, or volunteer work; and

d) Leadership skills, including teaching or demonstrating initiative.

The Board will not have access to the written test results prior to awarding the Oral Review Board scores.

9.7 The test score, the oral boards score, and the service record evaluation score shall be added to constitute the applicant's total score, and the applicant with the highest score shall be awarded the promotion. Each applicant shall be entitled to receive a written statement of the applicant's own test score, oral boards score, service record score, and cumulative score.

9.8 Paragraphs 9.1 through 9.7 above shall govern promotion procedures.

9.9 Filling of Vacancies and Transfers.

(a) Regular vacancies that occur shall be filled through a bid system subject to the following conditions: Notice of an initial vacancy shall be posted in all stations for seven (7) calendar days. Employees qualified for the vacancy may submit a bid form to the Chief or Chief's designee within the time limits set by the Department, and the vacancy will be filled by

the senior qualified employee who submits a timely bid for the position. If there are no qualified bids for the vacancy, the Department shall fill the position with the least senior employee who otherwise meets all qualifications required of the position. Vacancies that occur as a result of a successful bid shall also be filled by bid as set forth above, except that after a total of three (3) successive bids (an original and two to fill vacancies caused by successful bids), the Department shall fill the vacancy with the least senior qualified employee on the shift in which the vacancy occurs. In the event that vacancy selections by bid result in staffing a station with personnel of insufficient experience, the Department shall assign to the station personnel with the least seniority who otherwise meet the station experience requirements.

(b) Employees may be transferred from station to station, or from shift to shift, on a temporary basis for up to eight (8) weeks as a result of temporary staffing needs. Temporary transfer time limits may be extended by mutual agreement in writing between the individual employees and the Chief or Chief's designee.

(c) It is understood and agreed that nothing in this paragraph shall preclude the Department from making a transfer of personnel for good cause, e.g. to resolve personality conflicts, etc.

9.10 An employee reporting as directed to one station who is then assigned to a different station and uses the employee's own vehicle for transportation to the second station shall be reimbursed at the IRS Standard Auto Mileage Rate for a set three (3) miles per transfer for each such transfer, except where specifically provided otherwise.

9.11 Notice of job-related education or schooling shall be posted on all appropriate bulletin boards for a period of ten (10) business days, or as soon as received by the Department, whichever is less. All applicants' qualifications shall be evaluated and provided qualifications

are equal, the applicant with greatest seniority shall receive the educational opportunity. All interested employees shall apply for said position in writing. Applicants not receiving such educational opportunity shall, upon request, be entitled to a written report evaluating their qualifications and stating why they were not accepted, if on a basis other than seniority.

If the most senior employee who is applying for the educational opportunity has already used annual school leave during the fiscal year, the next qualified applicant who is less senior to this individual shall be granted the leave. Attendance by an employee at the National Fire Academy shall not count towards an individual's annual school leave.

9.12 An employee who attends an educational opportunity on a subject determined by the Chief or Chief's designee to be of value to other employees in the Department shall, upon the direction and with the assistance of the training officer, share the information and material within the Department.

9.13 Employees shall receive one-time educational incentive bonuses by obtaining credits for educational courses for advanced education beyond high school. Credits shall only be compensable on the condition that the employee successfully completes a course and provides the Department with satisfactory proof thereof on or before November 1 of each year. Such incentive bonuses will be paid according to the following schedule:

<u>Number of Credits</u>	<u>Bonus</u>
30	\$100
60 / Associates Degree	\$150
90	\$300
120 / Bachelors Degree	\$550

For the purposes of this paragraph, approved educational courses shall carry the number of credits assigned by the institution in which the course was taught. If no credit amount is

assigned by the institution, the Department shall exercise its reasonable discretion in assigning credit for the course. Only courses completed on or after July 1, 1989 shall entitle employees to educational incentive bonuses under this paragraph.

ARTICLE X

Rates of Pay

10.1 “Base pay” or “base salary” means the amount shown in APPENDIX B for each employee. “Wages” means an employee’s base pay or salary, plus any longevity pay. None of these terms includes overtime or other premium pay.

10.2 Covered employees who are on the City Fire Department payroll as of the date of execution of this Agreement shall receive an increase in compensation of 1% to their base pay for the period of July 1, 2014, to June 30, 2015 (to be paid retroactively); of 1.5% to their base pay for the period of July 1, 2015, to June 30, 2016 (to be paid retroactively from the pay date following execution of this contract); 2.5% to their base pay for the period of July 1, 2016, to June 30, 2017; and 2.75% to their base pay for the period of July 1, 2017, to June 30, 2018.

There shall exist within the bargaining unit eleven (11) pay grades (following probationary status). Salary adjustments shall be made as to employees in the second year of service at the Firefighter I and Firefighter II grades consistent with the schedule attached as APPENDIX B. Employees shall be entitled to advance to the next grade upon completion of sufficient years of service at each grade level (as set forth in paragraph 10.2), except that advancement to Senior Firefighter, Fire Inspector, Assistant Fire Marshall, Lieutenant and Captain shall be by promotion.

10.3 The progression of grade levels to Firefighter III, and time spent in each specific grade level through Firefighter II, shall be as specified below. The positions of Fire Inspector

and Assistant Fire Marshall are not considered to be a prerequisite for promotion to the position of Lieutenant.

<u>Grade</u>	<u>Years in Grade</u>
(Probationary)	(1 year)
Firefighter Basic	1 year
Firefighter I	2 years
Firefighter II	2 years
Firefighter III	-----
Senior Firefighter	-----
Fire Inspector	-----
Assistant Fire Marshall	-----
Lieutenant	-----
Captain	-----

At the completion of seven (7) years of seniority, an employee in the ranks of Fire Fighter Basic through Fire Inspector shall be eligible for longevity pay which shall be computed as a percentage of the base pay of the employee's grade level, spread out in equal increments over seven (7) steps: 8-10 years; 11-13 years; 14-16 years; 17-19 years; 20-22 years; 23-25 years; 25+ years. The percentage added for longevity pay to the seventh step shall be twelve and six tenths percent (12.6%) of base salary. These increments are as stated on APPENDIX B to this Agreement.

At the completion of ten (10) years of seniority, an employee who has been promoted to the rank of Lieutenant after July 1, 1995, shall be eligible for longevity pay spread out in increments of six (6) steps: 11-13 years; 14-16 years; 17-19 years; 20-22 years; 23-25 years; 25+ years. The percentage added for longevity pay to the sixth step shall be fifteen percent (15%) of base salary. These increments are as stated on APPENDIX B to this Agreement. An employee promoted to the rank of Lieutenant after July 1, 1995 shall move to the longevity step which reflects the employee's years of service on APPENDIX B. The pay schedule for employees already in the rank of Lieutenant as of July 1, 1995 is as set forth in APPENDIX B.

An employee who is promoted to the position of Assistant Fire Marshall or rank of Captain after July 1, 2000, shall be eligible for longevity pay spread out in increments of six (6) steps: 11-13 years; 14-16 years; 17-19 years; 20-22 years; 23-25 years; 25+ years, as provided in APPENDIX B. The pay schedule for employees promoted to the position of Assistant Fire Marshall or rank of Captain prior to July 1, 2000 is as set forth in APPENDIX B.

The parties agree that the wage adjustments reached in the agreements for FY 05-06 maintain relative comparability with the City's police officer wages. The parties further agree that this wage adjustment also resolves all "internal equity" issues related to the comparison of wages for employees to other City employees. The BFA agrees that it will not raise internal equity issues with respect to such employees in any future collective bargaining negotiations or proceedings. The only exception to this agreement is the BFA will be able to raise the issue of internal equity should the City adopt a new classification plan (excluding plans for BED and BSD).

The parties agree that nothing herein shall preclude the BFA from taking the position in future collective bargaining that the Fire Department has made material changes in the essential job functions of position(s) covered by this Agreement that warrant an adjustment in compensation.

Nothing herein will preclude the BFA from taking a position in future collective bargaining that increased wage adjustments are required in order to maintain relative comparability with the City's police officers based upon cost of living increases or any other form of compensation adjustment granted after the date of this Agreement.

10.4 All employees with current EMT certification as of the date of execution of this agreement, and all new hires, shall maintain EMT certification as a condition of employment. If an employee fails to exercise due diligence to maintain EMT certification (e.g. fails to apply for an extension when appropriate) which results in the individual's losing EMT certification, the employee will be subject to loss of EMT pay. If an employee loses EMT certification as a result of an unsuccessful recertification testing, the employee will be allowed an opportunity for remediation and/or retesting within a reasonable period of time as determined by the Chief after consultation with the Association. The ultimate loss of certification will result in the loss of EMT pay until such EMT certification is reinstated.

Employees who maintain AEMT certification shall be compensated above the base salary (including longevity) on APPENDIX B by an amount equal to four (4%) percent , with such incentive paid on a weekly basis. AEMT certification shall be voluntary, so long as no less than fifty (50%) percent of all employees are AEMT certified. Should the percentage of employees so certified decline below fifty (50%) percent, the Department shall have the right to order a sufficient number of employees to acquire and maintain such certification so as to reach fifty (50%) percent participation, with such orders based on an ascending seniority basis.

Wages paid pursuant to APPENDIX B shall include compensation for EMT certification, and will be considered earnings for purposes of determining average final compensation for retirement. The four (4%) percent incentive paid for AEMT certification will not be considered earnings for purposes of determining average final compensation for retirement.

10.5 Up to 5 employees in FY 16, and up to 9 employees in FY17 and after, who maintain paramedic certification shall be compensated above their wages on APPENDIX B by an amount equal to six (6%) percent, in addition to the AEMT pay, with such incentive paid on a

weekly basis. Paramedic certification shall be voluntary, and the six (6%) percent paramedic pay will not be considered earnings for purposes of determining average final compensation for retirement.

10.6 At such time as a position of Lieutenant has been vacant for ninety (90) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for ninety (90) days or more, any employee assigned to perform the duties of the position shall be compensated for all hours spent in the position at the base level of compensation for a Lieutenant, or at a rate equal to five (5) percent greater than the employee's current base pay, whichever is greater. This provision shall apply prospectively from May 31, 1996 and to hours spent after the position has been vacant for ninety (90) days.

At such time as a position of Station Captain has been vacant for ninety (90) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for ninety (90) days, any Lieutenant assigned to perform the duties of the position shall be compensated for all hours spent in the position at the base level of the Captain position, or at a rate equal to five (5) percent greater than the employee's current base pay, whichever is greater. This provision shall apply prospectively from May 31, 1996 and to hours spent after the position has been vacant for ninety (90) days.

At such time as a position of Line Battalion Chief has been vacant for ninety (90) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for ninety (90) days, any Captain assigned to perform the duties of the position shall be compensated for all hours spent in the position at the base level of the Line Battalion Chief position, or at a rate equal to five (5) percent greater than the employee's current base pay, whichever is greater.

10.7 The parties agree to establish a labor-management committee, which will include an equal number of management and labor members, and will include a representative from the mayor's office as part of the management team, to discuss appropriate staffing levels for the department, and any other issues on which the parties may agree.

ARTICLE XI

Hours of Work

11.1 It is recognized that employee's daily and weekly schedules are based on fire protection requirements and are subject to change. The City necessarily retains the right to schedule employees for work, and it is the obligation of the employee to work as scheduled.

11.2 The Work Cycle will consist of continuous cycles of twenty-one (21) consecutive days. Employees will work a scheduled one hundred sixty-eight (168) hours during each twenty-one (21) day cycle on a schedule providing twenty-four (24) consecutive hours of work followed by forty-eight (48) consecutive hours off. The workday shall be a twenty-four (24) hour period beginning at 7:30 a.m. on weekdays and Saturdays and 8:00 a.m. on Sundays and holidays. The Department will be responsible for all record keeping with respect to cycle hours/pay.

11.3 Transition to combined police/fire dispatch has been completed. Employees will not be assigned to work in the combined dispatch center.

11.4 Employees will be permitted to substitute for one another during assigned shifts. Advance notice of any such exchange must be given to the Fire Chief or his or her designee. This may be done up to three (3) months in advance of the requested exchange. Individuals who are allowed such shift exchanges shall become responsible for all duties required on the new shift as if originally scheduled. Captains, Lieutenants and Senior Firefighters participating in

mutual exchanges will be utilized according to their rank when vacancies exist. Cycle pay shall not be forfeited for utilization of time off as a result of a job-related injury or illness.

Overtime

11.5 All unscheduled hours worked, unless otherwise specifically agreed to herein, shall constitute overtime hours, compensated at one and one-half times the employee's regular rate, and shall be payable on the first regular payday following the week in which they are worked. For the purposes of this section, "unscheduled hours" means all hours actually worked that are not scheduled as part of the regular Work Cycle under section 11.2.

11.6 An employee called into work outside of a regularly scheduled shift shall be paid at time and one-half the employee's regular rate, for a period of not less than the following minimums:

<u>Emergencies</u>	<u>Hours</u>
Respond to emergencies (i.e. 2 nd alarm fires)	4 hours
Testify in Court or legal proceedings (except employee's own disciplinary proceedings) or for other purposes. For this purpose, an employee shall be considered to have testified if the employee arrives at the place of testimony at the time of a scheduled appearance, or, in the event that an employee receives less than two (2) hours advance notice of the cancellation of a scheduled appearance.	2 hours
Departmental committee meetings	No minimum

11.7 All unscheduled overtime shall be distributed and rotated equally as far as is reasonably practicable among qualified employees first by voluntary canvass in order of

seniority, starting where the last canvass stopped, but excluding from the canvass those who are not qualified to perform the duties needed, and proceeding until a volunteer is found or until the list is exhausted. Any overtime hiring that occurs after shift change shall be filled with a member to fill the same position as the member who created the vacancy. For instance, if a firefighter creates a vacancy, a firefighter will be hired to fill the vacancy and an officer shall be hired to fill a vacancy created by an officer. In the event a full canvass of the list fails to produce the needed personnel on any occasion, mandatory call-in shall be used in inverse seniority, but excluding any employees who are on authorized leave, or who have already been ordered in on a mandatory call-in once during a rotation through the roster. The City shall maintain a log, open to the Union for inspection at any time, showing the date and time of each call, who was called, and the response to the call.

11.8 Mandatory training sessions outside of regularly scheduled hours shall be paid at the overtime rate of time and one-half. Non-mandatory approved training sessions outside of regularly scheduled hours will be compensated in the form of compensatory time or as additional wages at the discretion of the Chief at the following rates:

- (a) Employees in the Basic and Firefighter I grades at straight time; or
- (b) Employees in the Firefighter II, Firefighter III, Senior Firefighter, ~~and~~ Lieutenant, and Captain grades at time and one-half.

This section shall apply only to the training courses authorized and approved in advance by the Department and shall not apply to educational courses covered by the Educational Incentive Programs set forth in paragraph 9.11 herein. Compensatory time may be accumulated up to a maximum of two hundred and forty (240) hours. At the end of the fiscal year, an employee shall be entitled to payment for all accrued but unused compensatory hours. The City

will retain the right to pay for compensatory time at the end of the fiscal year at employee's regular rate, without an employee's request or consent.

11.9 The Department shall pay or reimburse an employee for all tuition, fees, travel and other expenses of attendance of a training program at which attendance is mandated by the Department. The Department may, at its discretion, pay for expenses of attending non-mandatory but approved training sessions.

11.10 The Department agrees to maintain a minimum staffing level of twenty (20) employees per shift during the time period of this Agreement. When staffing levels exceed twenty (20), the Department shall first assign such additional personnel to stations where two (2) personnel are otherwise assigned.

Extra Duty

11.11 Special assignments for fire protection, emergency medical services or other official duties that are performed outside of an employee's regular working hours shall be considered "extra duty" and shall be compensated at the rate of forty-five (\$45.00) dollars per hour per employee, except that the parties agree that: (1) work performed by off-duty employees during the City's fireworks display on July 3rd shall be considered overtime as provided in paragraph 11.5 and compensated accordingly; and (2) there may be limited occasions involving charitable events, not to exceed two (2) per fiscal year, when the Chief may request and the Association may agree that off-duty employees work at overtime rates. Extra duty opportunities shall be assigned on a voluntary basis through a fair and equitable rotation, as agreed upon by the parties, among individuals who are qualified to perform the assignment.

All extra duty employment must be approved by the Fire Chief or his/her designee after consultation with a member designated by the Association. Probationary employees shall be

eligible for extra duty assignments except that such individuals shall not perform extra duty work with less supervision than they would normally have in the course of regular departmental work assignments. Availability for extra duty shall be by rotation and shall include the deputy and battalion chiefs.

Persons or businesses requesting a firefighter or rescue personnel for an extra duty assignment shall be referred in all cases to the Fire Chief or his/her designee. All extra duty assignments shall be processed through the Department's payroll system.

While working the extra duty, employees will remain covered by and eligible for other benefits provided during on-duty employment, e.g. workers' compensation, life insurance, etc. Employees engaged in extra duty employment shall wear the required uniform. Exceptions to this uniform standard must be authorized by the Fire Chief or his/her designee.

Employees working an extra duty assignment shall be subject to all Departmental rules, policies and procedures. In the event of a conflict between directives of the extra duty employer and the Department rules, policies and procedures, the latter shall control.

Employees may do extra duty 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 employees to do extra duty at other events at which alcoholic beverages are provided when the event is permitted by the Local Control Commission.

The employee shall record time worked consistent with payroll procedures adopted by the City. The shift commander may inspect an extra duty assignment site to monitor for employee safety and conformance to departmental rules, policies and procedures.

ARTICLE XII

Holidays

12.1 The following days shall be recognized as paid holidays:

New Year's Day
Martin Luther King's Birthday – Third Monday in January
President's Day – Third Monday in February
Town Meeting Day
Memorial Day
Independence Day
Bennington Battle Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

In addition, in commemoration of the events that occurred on September 11, 2001, the date of September 11 shall be recognized as a holiday for all purposes, except that there shall be no cash compensation for such holiday as otherwise provided below; instead, employees will be allowed a day off for such holiday, to be scheduled in accordance with other scheduled time off procedures. An employee shall provide the Chief with as much notice as possible of the date selected for such day. If September 11 is ever declared a National Holiday by the Federal Government, this Agreement shall be reopened for the limited purpose of negotiating the status of this date.

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

12.3 In order to be eligible for a paid holiday any employee must be regular and must have worked the scheduled workday immediately before and immediately after the holiday

unless excused by the supervisor. An employee who elects an additional day(s) off in lieu of holiday pay may use such holiday time prior to the actual holiday, consistent with the procedure set forth in paragraph 12.5, provided that an employee who has used such time in anticipation of a holiday and who terminates employment prior to earning the holiday time shall repay to the City the value of the holiday as determined by paragraph 12.4(a), and authorizes the City to withhold such amount from any sums otherwise due to the employee upon termination.

12.4 Employees who are eligible for holidays shall be compensated as follows:

- (a) For twelve (12) holidays per fiscal year, compensation shall, at the employee's option, be either an additional sum in the amount of one-fifth the employee's weekly rate (one-half for Christmas Day), or an additional day off. Holiday days elected as days off may be taken in twelve (12) hour segments.
- (b) For the September 11 holiday, one (1) day off with pay.

12.5 An employee's name will be placed on a calendar requesting a day off for the use of holiday time, compensatory time and one day vacation time. This may be done up to three (3) months in advance of the requested day. Up to two (2) weeks prior to the day, three (3) guaranteed slots shall be given to those signing up for vacations of one week or more rather than holiday time, compensatory time or one (1) day vacation time. If no employee, or only one or two employees have signed up for vacation time, then the employee whose name is on the calendar for holiday time, compensatory time or one (1) day vacation time shall be guaranteed the day. Under no circumstances shall more than one vacation slot be available for a guaranteed day for holiday time, compensating time or one (1) day vacation time. Under no circumstances shall more than three (3) employees per shift be granted leave for either vacation, holiday, compensatory time or one (1) day vacation time, except that, beyond the three slots, holiday time, compensatory time or one (1) day vacation time may be granted provided minimum

manning is met at the commencement of the given shift, and provided further, that these requests for such time off be made not later than twelve (12) hours prior to the start of the shift.

12.6 The compensation for the Christmas Day holiday shall be increased from one-third to one-half of the employee's weekly rate. However, no employee shall be entitled to elect an additional day off in lieu of holiday pay for Christmas Day. This provision shall not prevent eligible employees from using other holiday time on Christmas Day.

ARTICLE XIII

Vacations

13.1 Vacation leave may be taken after completion of six (6) months employment according to the following schedule, except that employees shall not accrue vacation for any month after six (6) 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 days. Approved vacation leave shall not be considered absences.

CREDITED SERVICE	HOURS OF VACATION EARNED PER MONTH
Zero (0) through Sixty (60) months	9 1/3
Over sixty (60) through One Hundred Twenty (120) months	14
Over One Hundred Twenty (120) months	18 2/3
Over One Hundred Eighty (180) months	23 1/3

13.2 Vacations will be taken in accordance with the schedule approved by the Chief or the Chief's designee with due regard to the operation of the Department. Employee preference for vacation schedule shall be granted on the basis of seniority. Vacation selection shall be conducted twice annually, during the first week of January and the first week of July. The Department shall schedule vacations in order to allow a minimum of three (3) employees per shift to take vacation. This shall only include captains, lieutenants, and firefighters assigned to the shift. Notice of picking vacations and a vacation schedule must be posted no later than forty-five (45) days prior to the start of that vacation schedule; actual choosing of vacation dates must be at least thirty (30) days prior to the start of that vacation schedule.

13.3 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 twenty-four (224) hours.

13.4 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation pay earned.

13.5 Vacation time may be used by employees who have exhausted their available sick leave.

13.6 A vacation is for relaxation, and to get away from the daily routine. An employee may accumulate no more than fifty percent (50%) of the employee's annual vacation leave up to a maximum of five hundred four (504) hours. Notwithstanding the foregoing, an employee with less than two (2) years' service may accumulate full vacation leave.

13.7 The rate of pay shall be the employee's regular rate in effect for the employee's regular job at the time the vacation is being taken. An employee shall take vacation in week segments and shall be considered to have used fifty-six (56) hours of vacation time per week.

The vacation week shall commence with the beginning of the shift on Monday and end at the same time the following week.

13.8 Employees shall be allowed to take accumulated vacations in one-day increments, provided these do not exceed five (5) individual days in any fiscal year.

13.9 If a member cancels a scheduled vacation leave, transfers, or retires, the vacation will be posted if it is the third spot on the calendar and more than two weeks out. Vacation openings resulting from retirement will be posted when the retired member is no longer carried on the A-1. All posted vacations shall be granted by seniority from the member who canceled or retired on down. Vacations shall be posted for a period of two (2) weeks or the amount of time prior to two (2) weeks of the start of the vacation period.

ARTICLE XIV

Sick Leave

14.1 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 non-scheduled duty time. If requested, the employee shall furnish the Chief 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 Chief 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 two (2) work days shall provide the City with written verification from his attending physician. In cases where the City questions an employee's continued capacity to serve as an employee, the City may request a physical examination.

14.2 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 as soon as possible, but no later than one-half hour prior to the commencement of the shift (unless the sickness or injury arises within that one-half hour, in which case notice shall be given as soon as possible).

14.3 Sick leave shall be accrued at a rate of twenty-four (24) 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 will accrue until the employee's total accumulation of sick time falls below forty-five (45) weeks.

BONUS FOR NON-USE OF SICK LEAVE

14.4 Employees who use no sick leave in a quarter of a fiscal year and continue to use no sick leave in following quarters, shall be paid a bonus, which shall be calculated according to the following schedule:

1. First full quarter of employment - \$50.00

2. Next Quarter - \$75.00
3. Next Quarter - \$100.00
4. Next Quarter - \$125.00
5. Successive Quarters - \$150.00

14.5 Use of sick leave in a quarter shall result in a reduction of the sick leave bonus for that quarter according to the following schedule:

1. One day of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$25.00 from amount received in previous quarter;
2. Two days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$50.00 from amount received in previous quarter;
3. Three days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$75.00 from amount received in previous quarter;
4. More than three days of sick leave used in a quarter, quarterly bonus for that quarter is zero.

14.6 Employees who use sick leave and have their bonus reduced shall proceed each quarter through the schedule as set forth in paragraph 14.5. As an example, an employee who had progressed to the point of having received a \$100.00 bonus the previous quarter and who uses two days of sick leave in the current quarter shall be paid a bonus of \$50.00 for that quarter, and shall be eligible for a \$75.00 bonus the following quarter, etc. The use of not more than 2 hours of sick leave per quarter for doctor's appointments shall not count as non-work hours for purposes of eligibility for cycle pay for those otherwise eligible.

UNUSED SICK LEAVE UPON SEPARATION

14.7 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 the employee's 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.

14.8 In the event of death in the line of duty (as defined by Vermont law) of an employee 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. If an employee dies, but the death is not within the line of duty as defined herein, the employee's surviving spouse, or if none, surviving children, shall receive an amount equal to the employee's salary at the time of death for one-third the amount of unused sick leave up to the maximum; however, the maximum payment to which an employee's survivor is entitled shall not exceed payment for four (4) weeks.

14.9 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 his salary at the time of his 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.

14.10 Employees with accumulated unused sick leave in excess of the maximum earned as of June 30, 1987, may elect to use such excess leave during temporary illness or non-work

related disabilities if their sick leave is exhausted; and, upon retirement, to use the balance of such leave towards “years of service” as credit under the City’s Retirement System.

ARTICLE XV

Other Leave

WORK-RELATED INJURY/ILLNESS

15.1 An employee injured on the job, however slightly, must report the fact to the employee’s supervisor as soon as practicable after the occurrence. If a work-related injury will result in any lost work time, the employee shall provide to the Department Administrative Office appropriate medical evidence of the injury. If a determination has been made by the attending physician as to whether light duty is appropriate, this documentation will be presented to the Administrative Office within twenty-four (24) hours of its receipt. Employees shall be entitled to medical disability leave due to personal injury by accident arising out of, and in the course of, employment or due to occupational illness or disease.

15.2 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, 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 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.

15.3 In no case shall an employee be entitled to full pay and Workers' Compensation for the period of eligibility. The City shall recover any amount in excess of the employee's work-related disability leave amount.

15.4 City paid coverage for life insurance and for hospital, medical and dental insurance will continue for the period of time that the employee is on a work-related disability leave or has pending a claim for work-related injuries or illnesses.

15.5 An employee has the right to return to the same 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.

BEREAVEMENT LEAVE

15.6 The purpose of bereavement leave is to enable employees to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve them 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.

15.7 Upon the death of an employee's spouse or child, including an adoptive child, the employee may request and the Chief will grant bereavement leave of up to ten (10) calendar days immediately following such death without loss of pay.

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

15.9 Upon the death of an employee's stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, sister, brother, step-child or other relative living in the same household, the employee may request and the Chief will grant bereavement leave of up to three (3) calendar days immediately following such death without loss of pay.

15.10 Upon the death of an employee's aunt, uncle, cousin, brother-in-law, or sister-in-law, the employee may request and the Chief will grant bereavement leave of one (1) calendar day immediately following such death without loss of pay.

15.11 An employee, in addition to the above-defined leave, may utilize vacation leave to supplement bereavement leave.

Family and Medical Leave; Military Caregiver Leave

15.12 (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 his or her office, grade, rank, or rating.

(b) Amount of Leave. An eligible employee is entitled to take up to 12 weeks of unpaid leave during a 12 month period for the birth or adoption of a child or 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.

15.13 An employee may elect to use accrued sick leave in an amount not to exceed seven (7) calendar days for paternity leave or adoption leave as a result of adoption of a child, or of a spouse's miscarriage or childbirth. Notwithstanding paragraph 14.5, use of this paternity or adoption leave shall not affect the employee's rights, if any, under paragraph 14.4 to bonus for non-use of sick leave.

Leave Without Pay

15.14 Upon affirmative recommendation of the Chief and approval of the Human Resources Director, an employee may be granted leave without pay for a specified period of time. Leave without pay in excess of thirty (30) days shall require the approval of the Mayor. At the expiration of a leave without pay, the employee shall return to the same position, provided there is a vacancy. If not, the employee shall be entitled to the first vacancy occurring following the end of the leave of absence. 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 and sick leave shall not accrue. An employee on leave without pay in excess of thirty (30) calendar days, necessitated by sickness, childbirth or non-work connected disability shall be allowed to buy the City's current medical insurance coverage at the group rate which the City pays during the period of such leave but in no event longer than one (1) year from the commencement of such leave, provided this arrangement does not conflict with the insurance carrier's regulations.

Military Leave

15.15 Any regular employee who has completed the probationary period shall be entitled to military leave 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 of National Guard; or, is ordered to or enters an initial period of active duty for training of not less than twelve consecutive weeks as a member of the Reserves of 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 more 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 or status within the City, or to such position of like seniority, status, and pay, unless the City’s circumstances have so 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 – Employees entitled to military leave shall be paid for any accrued vacation leave as they may be entitled if they were separating from City service. Employees 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 the 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 and the amount designated as the straight weekly salary for the position of the employee.

A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave. 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 policies.

Personal Leave

15.16 All full-time employees shall be granted thirty-six (36) hours leave for personal affairs during each fiscal year of this agreement without loss of pay or deduction of sick time. Personal affairs is defined as that which cannot be conducted at a time not in conflict with the employee's regular work day, an emergency over which the employee has no control which requires immediate attention, and the observance of a religious obligation. Requests for such leave shall be made to the Fire Chief or the Chief's designee, as far in advance as is possible, but not to exceed three months in advance of the requested day, and may be taken as a portion of a day, but in no event in periods of less than one (1) hour. Personal leave shall be guaranteed to the first employee requesting such time, so long as the period of absence does not exceed three (3) hours. Other such requests of three (3) hours or less may be granted at the discretion of the Chief or the Chief's designee. Such personal leave, including single employee requests for consecutive leaves of three (3) hours each, shall not be considered a reduction in staffing for purposes of the minimum staffing requirements of this Agreement. Personal leave in excess of three (3) hours, except where requested in consecutive periods of three hours or less, will be granted so long as it does not bring the Department below the minimum staffing level agreed to herein; provided, that the Fire Chief or the Chief's designee may refuse to grant a request for personal leave under this section if other requests for leave during the same period have been granted and to grant such additional request might reasonably be considered to hamper the safe and efficient operations of the Department. If an employee requests consecutive open periods of personal time prior to or at

the beginning of the shift sufficient to provide adequate notice as judged by the shift commander, the employee does not have to report to the station between periods of personal leave. The employee must call the station between periods of personal leave for approval of the second block of personal time.

15.17 Employees voluntarily filling shifts on an overtime basis shall be compensated on a straight time basis for each hour of personal time taken during such shifts. Mutual exchanges of personal time will not be permitted when working voluntary overtime.

ARTICLE XVI

Employee Benefits

16.1 The benefits described in this Article are provided to regular, full-time employees of the City.

16.2 The City shall maintain a group medical, major medical, and hospital insurance policy. Eligible employees will be covered on the first day of the month following their date of hire.

16.3 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 C, with the following changes:

Effective January 1, 2016, the following changes will take effect:

- The copay for office visits will increase from \$10 to \$15;
- The copay for prescriptions will increase from \$10 to \$15;
- A copay of \$100 for each emergency room visit will be added;

-No Medicomp benefits will be offered.

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 C.

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

For fiscal year 2015, no change: contributions remain at 3.5%

For fiscal year 2016 (retroactive to July 1, 2015), the total employee contribution will be 16% of the amount budgeted by the city for the total cost of health insurance for the fiscal year ("the total cost of health insurance"), which is equivalent to 4.16% of each employee's wages.

For fiscal year 2017, 16.5% of the total cost of health insurance, which is currently estimated to be approximately 4.41% of wages.

For fiscal year 2018, 17% of the total cost of health insurance, which is currently estimated to be approximately 4.65% of wages.

Notwithstanding the above, during the term of this contract, the individual employee contribution shall not exceed 5% of wages. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds the percentage set for that fiscal year (16% for FY16, 16.5% for FY17, 17% for FY18), 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.

16.5 Full and detailed financial disclosure of health insurance premium 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.

16.6 All firefighters shall be entitled to a cancer screening as provided in 21 V.S.A. §601 (11)(E)(i) at the City's expense.

(16.7 Eye Examinations: All covered employees shall be entitled to one eye exam by their treating physician during the term of this agreement for the purpose of measuring visual acuity at the City's expense not exceeding \$100 per covered employee.

16.8 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 a cash payment in the amount of eight hundred dollars (\$800.00). 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 the employee's election

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.

Life Insurance

16.9 The City shall provide each full-time employee with a paid group term 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 one hundred thousand dollars (\$100,000). The City shall also provide accidental death and dismemberment coverage for full-time employees. 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.

Dental Insurance

16.10 City shall provide dental coverage for all employees as part of its health coverage. New employees become eligible on the first day of the month following a minimum of thirty (30) days of continuous employment.

16.11. 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, with benefits substantially the same as those in APPENDIX C.

Pension

16.12. 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:

1. Effective July 1, 2016, the amount contributed by employees through salary deduction shall increase from ten and eight-tenths percent (10.8%) of wages to eleven percent (11%) of wages;

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. For employees in service on or after July 1, 2000, an accrual rate of 2.75% shall be used to compute retirement amounts on the basis of a 25-year retirement plan. The benefit will be reduced on an annual basis for retirement between 20-25 years of service such that, at 20 years of service, the benefit will be 50% of average final compensation (subject to the enhancement in Sec.16.13). The minimum retirement age shall be 42.

4. Triggers.

(a) Notwithstanding Sec. 16.12 (1) above, if the City's Actuarially Determined Employer Contribution (ADEC) exceeds \$9 million for fiscal year 2017, the employee contribution for FY17 will increase by the percentage required to make up the amount over \$9 million, except that the contribution will not increase by more than 1% of an employee's wages (that is, to a maximum of 12%).

(1) The required percentage increase, if any, will be determined by calculating the amount over \$9 million attributable to Class A employees.

(2) This increased contribution will continue only until the end of the fiscal year (July 1, 2016 - June 30, 2017), at which time the employee contribution would reset to 11% of an employee's wages.

(3) If the 1% additional contribution is not sufficient to cover the overage attributable to Class A employees, in addition the City shall have the right to re-open this

Agreement by providing written notice to the Union no later than thirty (30) days following the receipt of the ADEC. If the City elects to re-open, all economic issues in the Agreement shall be re-opened.

(b) Notwithstanding Sec. 16.12 (1) above, if the City's Actuarially Determined Employer Contribution (ADEC) exceeds \$9 million for fiscal year 2018, the employee contribution for FY18 will increase by the percentage required to make up the amount over \$9 million, except that the contribution will not increase by more than 2% of an employee's wages (that is, to a maximum of 13%).

(1) The required percentage increase, if any, will be determined by calculating the amount over \$9 million attributable to Class A employees.

(2) This increased contribution will continue only until the end of the fiscal year (July 1, 2017 – June 30, 2018), at which time the employee contribution would reset to 11% of an employee's wages.

(3) If the 2% additional contribution is not sufficient to cover the overage attributable to Class A employees, in addition the City shall have the right to re-open this Agreement by providing written notice to the Union no later than thirty (30) days following the receipt of the ADEC. If the City elects to re-open, all economic issues in the Agreement shall be re-opened.

5. Effective 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.

6. 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.

16.13 1. Commencing July 1, 1996 the City shall enhance the retirement plan otherwise provided herein by adjusting the "years of service" factor in the retirement formula such that any employee who retires on or after July 1, 1996 (a) shall be granted 1.07 years of credit for every one (1) year of service in which the employee worked prior to July 1, 1996 in a position regularly assigned a workweek consisting on average of fifty-three (53) or more hours of work per week; and (b) shall be granted 1.17 years of credit for every one (1) year of service in which the employee worked from July 1, 1996 to date of retirement in a position regularly assigned a workweek consisting on average of fifty-three (53) or more hours of work per week. Adjustment of the "years of service" factor shall be for purposes of benefit calculation only and shall not affect the computation of actual years of service or creditable years of service for purposes of establishing eligibility for retirement or for any other purpose. Computation for actual years of service or creditable years of service for purposes of establishing eligibility for retirement, and for all purposes other than benefit calculation, shall remain on a one-year for one-year basis.

2. For purposes of subparagraph 1 herein, employees serving in the position of Fire Inspector or employees assigned to function as public information officer shall be eligible for the enhanced retirement benefit set forth herein for all years of service in the position or with the assignment prior to January 1, 1997. Thereafter employees serving in the position of Fire Inspector or being assigned to function as Assistant Fire Marshal shall be entitled to the enhanced benefits for a total of thirty-six (36) months (cumulative) of service in such position or with such assignment.

3. The retirement enhancement set forth in paragraph 16.13 is agreed by both parties to settle the so-called “equity” issue regarding compensation for employees, i.e. that employees working on average fifty-three (53) hours per week or more on a regular basis are paid at a rate which on an hourly basis is substantially lower than rates of compensation paid to other City employees in comparable positions. The Union and the City agree that the retirement enhancement set forth in this paragraph 16.13 satisfactorily remedies this “equity” issue for all time so long as the enhancement is maintained. The enhancement shall be considered maintained so long as the differential (ratio) value of the Class A retirement plan, as measured as of the date of the execution of this Agreement, is forever preserved by a comparison of the value of the retirement plan for Class A City employees working on average fifty-three (53) hours or more per week compared to Class A City employees working on average forty (40) hours per week. For purposes of this Agreement the value of the Class A retirement plan shall include the retirement benefit currently as described in Chapter 24, Sections 21 through 27, 40 through 41 and 65 of the City Code of Ordinances. All changes in the Class A retirement plan which at any time in the future increase in value the retirement plan for other than fifty-three (53) hour per week employees shall automatically be extended to fifty-three (53) hour per week employees effective as of the date such changes take effect for other Class A employees except that, should the Union object to any or all such changes, in writing, within thirty (30) days of having received written notice of such changes from the City, the changes which are objected to shall not be extended to fifty-three (53) hour per week employees without specific written agreement between the City and the Union. The City agrees that the enhanced retirement benefit set forth in this paragraph 16.13 is intended to adjust and otherwise equitably compensate employees who regularly work fifty-three (53) hours per week. The Union agrees that this enhanced benefit is

part of total employee compensation. The City agrees that it shall not use this enhanced retirement benefit as justification for refusing or denying such employees any wage or benefit improvements in the future. Failure by the City to maintain at least this differential (ratio) value shall negate this sub-paragraph 3 of this paragraph. Nothing shall prohibit the parties from agreeing to further enhance the benefits in a ratio greater than that established as of the date of execution of the fiscal year 1996 Collective Bargaining Agreement. On or after the date of execution of this Agreement, should the City make enhancements to the Class B Retirement Plan, nothing in this Article shall prevent the Union in future collective bargaining from arguing that similar improvements should be made to the Class A plan.

In the event the City and Burlington Police Officers' Association ("BPOA") agree, either at the table or through arbitration, to a retirement plan benefit other than that agreed to by the City and the Burlington Firefighters Association ("BFA"), it shall be necessary for the BFA to contribute to the City a dollar value equal to that contributed by the BPOA, if any, for such increased benefit. Such contribution by the BFA must be in addition to the contribution it has made to achieve this Agreement. In the event the BFA and the City cannot agree to the dollar value of the contribution (to pay for the enhanced benefit), an arbitrator shall be retained solely for the purpose of determining the dollar value of the contribution.

4. For any employee hired after execution of this Agreement, _____, 2015, the total pension that may be collected shall not exceed ninety percent (90%) of the employee's average final compensation.

16.14. The following changes shall also be effective commencing July 1, 2006 unless otherwise specified:

A. Current Employees (hired prior to January 1, 2007) –

1. As of July 1, 2006 covered employees shall increase their contribution to the City's retirement system from 8.8% of base pay to 10.8% of base pay.
 2. As of July 1, 2006 covered 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 service on and after 7/1/06, up to a maximum of 25 years. There will be an additional five-tenths (0.5)% of average final compensation for each additional year beyond 25 years up to an additional 10 years of creditable service.
 3. Commencing on the effective date of this Agreement, the full cola adjustment factor shall be made consistent with the current practices of the Burlington Employee Retirement Board at the rate of the CPI-U, but with a maximum cap of 2.75%.
 4. Except as provided in subsection 2. above, for employees in service on or after 7/1/2000, an accrual rate of 2.75% shall be used to compute retirement benefits for all years of service up to 25 years. 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 calculated at 50% of average final compensation (subject to the enhancement in Sec.16.12). The minimum retirement age shall be 42 years. There will be an additional five-tenths (0.5)% of average final compensation for each additional year beyond 25 years up to an additional 10 years of creditable service.
- B. New Employees – for employees hired on or after January 1, 2007 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 annual full-COLA adjustment for retired employees shall be the CPI-U, but with a maximum cap of 2.75%.
3. The accrual rate shall be 2.65% for creditable service not in excess of 25 years. There will be an additional five-tenths (0.5)% of average final compensation for each additional year beyond 25 years up to an additional 10 years of creditable service.
4. The minimum age for retirement shall be 45 years of age.

16.15 The following changes shall also be effective commencing as specified below:

A. Any firefighter hired after October 7, 2011 shall not be permitted to collect a full retirement benefit until that firefighter has completed at least 25 years of service and attained 50 years of age. An actuarial deduction shall be applicable to benefits actually received prior to age 50 and 25 years of service, except that the benefit for an employee retiring between 20 and 25 years of service who is at least 50 years of age shall be reduced in accordance with current practice. All other standards of the retirement program that are applicable to firefighters hired after January 1, 2006 shall be applicable to such employees.

B. Prior to July 1, 2013, there shall be no change in the retirement benefits for firefighters employed prior to October 7, 2011, except that the minimum age for retirement shall increase from 42 to 45 years of age as of the date of execution of this agreement. There shall be no change in the current early retirement provisions of the agreement/plan for employees employed prior to execution of this agreement, except as provided in subsection C below.

C. As of July 1, 2013, firefighters hired prior to the date of execution of this

agreement shall continue to be eligible to receive a full retirement benefit upon completion of 25 years of service and the attainment of 45 years of age; however, there shall be an actuarial deduction for any benefit actually received in advance of meeting such standard, except that the benefit for an employee retiring between 20 and 25 years of service who has attained at least age 48 at the time receipt of retirement benefits is commenced shall be reduced in accordance with current practice.

D. A firefighter who separates from employment after at least 20 years as a firefighter, but who defers receipt of a retirement benefit until reaching age 50, shall not receive any benefit penalty or otherwise be adversely impacted in any way for deferring receipt of retirement benefits. Should the firefighter die before the commencement of receipt of such retirement benefit, the employee's surviving spouse or beneficiary shall be entitled to the retirement benefit the employee would otherwise have been entitled to, commencing as of the date the deceased employee would have reached age 50. At the time a firefighter separates from City employment, the employee shall be obligated to designate whether there will be an immediate commencement of retirement benefits or instead a deferral of receipt of such benefits until age 50.

E. All covered employees hired after the date of execution of this agreement shall have their "average final compensation" calculated on the basis of their five (5) highest earning years. For covered employees hired before the date of execution of this Agreement, the standard will remain the highest three (3) years except that if an employee has received a pay raise equaling 12% or higher in any one year of the employee's last five (5) years, the "average final compensation" for such employee shall be based on the five (5) highest years of compensation.

F. Nothing in this paragraph (16.15) is intended to alter the calculation of retirement benefits using the enhancement formula set forth in paragraph 16.13, and all calculations of benefits for retiring firefighters shall continue to apply the aforementioned enhancement benefits consistent with past practice.

G. Firefighters who qualify for disability retirement as a result of an occurrence on duty shall continue to be compensated at 75% of the employee's earned compensation at the time of the disability. However, if the disability results from an occurrence off duty, compensation on and after October 7, 2011, shall be 66 2/3% of the employee's earned compensation at the time of the disability. Also, any employee hired after the date of execution of this agreement who becomes disabled during the first 12 months of the employee's employment from an occurrence off duty shall not be eligible for any compensation under the City's disability retirement program.

PEBSCO Program

16.17 Effective 7/1/98, 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 7/1/98, the City will credit in the Retirement Fund an amount, to be credited as set forth in APPENDIX D. 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.

The three individuals who were members of the Union as of 6/30/98 and promoted out of the Union on 7/6/98 will be entitled to the aforementioned credit as set forth in APPENDIX D. However, these individuals will be entitled only to a one percent (1%) contribution under the terms of this Agreement for the one (1) week that they remained within the bargaining unit.

16.18. If an employee is killed while on duty, either intentionally by another individual, or as a result of an accident while fighting a fire, 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 life, if it is a spouse, or for 20 years, but not exceeding the life of the designated beneficiary, in the event that there is no surviving spouse. The benefits 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. It is also understood that the pension to be received will be based upon the presumed acceptance of a pension with full COLA option.

16.19 Employees assigned to the Fire Marshall's Office who regularly operate their personal vehicles in the course of their employment shall be reimbursed for expenses at the rate of \$100 per month in lieu of all other claims for reimbursement.

ARTICLE XVII

Discipline

17.1 It is the responsibility of all employees to observe the policies, rules and regulations necessary for the proper operation of the departments in the City. The City agrees that an

allegation of arbitrary or capricious discipline which is intended to result in either written documentation thereof, suspension or discharge may be subject to the grievance procedure and arbitration procedure set forth in Article XVIII herein. The City shall not discipline or discharge any post-probationary employee without just cause. The City further agrees that disciplinary action shall be in a timely fashion.

17.2 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 of misconduct unless new facts or circumstances become known.

17.3 Generally, progressive discipline would begin with informal coaching, and no record of that informal coaching shall be sent to the employee's personnel file in Human Resources. If discipline progresses to a formal warning, whether verbal or written, a counseling statement generally will be written, which is signed by both the employee and management and sent to Human Resources. Upon the employee's request, any written warning in an employee's file will be removed from the file after two (2) years if there has been no recurrence of the type or kind of conduct giving rise to the warning.

17.4 Except for emergency situations, no suspension without pay, demotion or dismissal shall be valid and effective unless the Department gives the employee an opportunity for an informal pre-action conference on the proposed action. Attendance at this pre-action informal conference is optional to the employee and failure to take advantage of it shall not waive any grievance rights which the employee may have.

17.5 In the event an employee is suspended without pay, a day's pay shall equal the employee's total regular weekly wage, which consists of base pay, longevity pay and any EMS

bonus, divided by seven (7). Any suspension without pay will be for a specific number of days. Seven (7) days shall equal one (1) week.

17.6 All beneficial provisions established by this Agreement are rights of the employees, and the proper exercise of those rights shall not form the basis for any disciplinary action.

ARTICLE XVIII

Grievance Procedure

18.1 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 express provisions of this Agreement, or a violation of the Rules and Regulations or General Orders, or a claim that the City has taken disciplinary action without just cause.

18.2 A grievance shall be processed in the following manner. Related grievances may be consolidated and processed as a single issue. Every effort will be made to resolve the grievance at the lowest possible level. "Business days" means Monday through Friday, exclusive of holidays.

Informal Discussion

18.3 At any time before the due date for a Step 1 grievance, the employee and/or representative may orally present the grievance to the employee's immediate supervisor. If the matter cannot be resolved in that conversation, the grievance may proceed to Step 1. If the matter is resolved, a written memorandum of the grievance and resolution shall be prepared within three (3) business days, and signed by the employee and supervisor. Failure to invoke the informal discussion step shall not waive any grievance rights.

Step 1

A written statement of the grievance may be submitted to the Chief or his designee within fifteen (15) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence or reoccurrence of the event giving rise to the alleged grievance; except by the end of the day after the Department's action in the case of disciplinary suspension or discharge. An opportunity for an informal conference on the grievance shall be given to the employee and the Union with three (3) business days of submission of the grievance to the Chief. At the request of either party, or on their own initiative, the Human Resources Director may participate in this informal conference. Within five (5) business days of this conference the Chief shall render a written decision on the grievance to the employee, Union and Human Resources Director.

Step 2

The Step 1 statement of grievance, the Chief's response, and the Union's rebuttal or further argument, may be submitted in writing to the Board of Fire Commissioners, with copies to the Chief and Human Resources Director within ten (10) business days of the date of the Chief's decision. The Commission shall hear the grievance at a meeting no later than fifteen (15) business days after it is received, all parties shall be notified no less than three (3) business days in advance, and all parties may appear to present evidence and arguments. The Commission shall render a written decision within seven (7) business days of the close of the hearing.

Step 3

If the grievance is not resolved as a result of the written decision of the Commission the Union may submit it to binding arbitration by written demand for arbitration within thirty (30) calendar days following decision by the Commission. Arbitration and selection of an arbitrator shall proceed in accordance with the rules of the American Arbitration Association (Labor) unless otherwise mutually agreed. The decision of the arbitrator shall be final and binding.

18.4 If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance

to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union representatives involved in each step.

18.5 The Arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and fashioning an appropriate remedy. The Arbitrator shall have no power to add to or subtract from, alter or modify any of said provisions.

18.6 An aggrieved employee shall be entitled to have a Union representative present to assist him at all stages of the grievance procedure.

18.7 It is agreed by and between the parties that the costs and expenses (including filing fees, arbitrator's fees and expenses, but excluding the cost of attorney fees) for arbitration shall be shared equally by the parties.

ARTICLE XIX

Health and Safety

19.1 There shall be a joint labor and management committee composed of no fewer than two bargaining unit members out of a total of seven (7) members. The bargaining unit representatives shall be selected by the Union. The joint committee, or subcommittees thereof (which shall contain at least one bargaining unit member), shall in addition to other duties, perform the following health and safety duties at meetings to be held at least once each month:

- (a) Make periodic inspections at least once every three (3) months of fire department facilities and apparatus, protective equipment, protective clothing and devices to review work methods and conditions, including training procedures.
- (b) Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention, and to assist the Department in setting its goals and priorities. All recommendations shall be forwarded to the fire department officials responsible for providing a safe and healthful workplace and include a target date for abatement of the hazardous conditions or unsafe work practice.

(c) Keep written minutes of all committee meetings.

19.2 Copies of all Departmental health and safety records and reports shall be made available upon request to each member of the health and safety committee. The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters.

19.3 The City shall pay Union members of the committee at their regular rate for all time spent on committee business during their regular working hours, and at one and one-half times their regular rate for all time spent on committee business outside of scheduled working hours.

19.4 The City shall provide all employees with training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be trained in all the health and safety aspects of the new procedure, work process or equipment.

19.5 Upon request, the City shall provide to each employee hepatitis vaccination and follow-up antibodies test, free of charge.

19.6 No employee hired on or after July 1, 1990 shall engage in smoking cigarettes, cigars, pipes or any other tobacco product either on or off duty.

19.7 It is the policy of the City, notwithstanding any provision of law to the contrary, that it shall be presumed that any 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(s) or event(s) which would support such a presumption. 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.

19.8 No employee shall be a member of or engage in fire suppression activities or provide emergency care services with any other paid or voluntary fire department or fire suppression agency. This will not prevent any employee from providing consulting and/or training services to other departments from time to time. Neither will this restrict the military reserve or National Guard service of any employee.

19.9 It is the policy of the City, notwithstanding any provision of law to the contrary, that any condition of impairment of health caused by any disease of the heart, lungs or respiratory tract, resulting in total or partial disability or death to an employee, shall be presumed to have been suffered in the line of duty as a result of noxious fumes or poisonous gases, unless the contrary be shown by competent evidence.

The provisions of this paragraph shall apply to all employees commencing employment on or after July 1, 1990, provided that the employer may require that the employee successfully pass a physical examination as a condition of employment with the Department, and that any such examination fails to reveal such disease. Paragraphs 19.6, 19.8 and this paragraph shall apply to employees whose date of employment precedes July 1, 1990, upon the filing by such employee of a statement in writing, electing that these paragraphs shall apply, certifying that said employee has not, within the twelve (12) months previous to the date of filing said statement, engaged in smoking cigarettes, cigars, pipes or any other tobacco product, either on or off duty, and electing that the provisions of these paragraphs shall apply henceforth to said employee. Furthermore, before said election shall be deemed effective, the employer shall have the right to require by notice in writing given within fifteen (15) days of the employee's election, that the

employee submit to a physical examination, which examination fails to reveal the existence of such disease.

19.10 Paragraphs 19.6, 19.7, 19.8 and 19.9 of this Article have been bargained as a package, and the parties intend that the enforceability of each paragraph of this Article shall be dependent upon the legal enforceability of each and every other paragraph of this Article. In the event that any provision of any of these paragraphs of this article is deemed void and/or unenforceable by an arbitrator, commissioner, the Labor Relations Board, or any court, the parties agree that the enforcing authority, may, in its discretion, equitably adjust the rights and responsibilities of the parties under this Agreement in order to do substantial justice.

ARTICLE XX

Uniforms and Equipment

20.1 Employees shall wear assigned uniforms at all times while on duty, except that they may be permitted to change out of their work uniforms after 4:00 p.m. so long as they do not appear outside other than in uniform. The wearing of baseball hats by employees shall be optional.

20.2 The regulation uniform shall consist of a blue shirt, a black belt, blue pants, black or dark blue socks and black shoes. Each employee will be supplied with two (2) shirts and two (2) pants annually. These uniforms shall meet all applicable OSHA or NFPA standards. Employees hired after July 1, 1990 shall be issued a leather belt; leather belts shall be issued to other employees pursuant to existing replacement procedures. Employees entitled to the issuance of shoes may elect to purchase black boots as approved by the Department; an employee making such election shall pay the difference between the cost of the boots and the

shoes that would otherwise be provided. All employees shall be provided one dress uniform. Dress uniforms shall be provided to employees in the order of their seniority in the Department.

20.3 The City shall repair or replace personal items that the Department specifically and expressly in writing authorizes employees to wear and which are damaged or destroyed while an employee is properly engaged in the performance of his duties.

20.4 The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective coats, and other protective equipment, as is necessary to preserve and protect the health and safety of the employees. All such equipment shall meet all applicable OSHA or NFPA standards.

20.5 All new purchases of self-contained breathing apparatus shall be only of open-circuit positive pressure self-contained breathing apparatus. Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus. The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using International Association of Firefighters recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every two (2) years thereafter. Copies of the test results shall be supplied to each member of the Labor-Management Committee.

ARTICLE XXI

Performance Evaluations

21.1 Evaluations of performance shall be completed for all employees once per year, on or about the anniversary of the employee's hiring date. All evaluations shall be maintained in the personnel file of the employee.

21.2 Evaluations shall be used in determining the approximate equality of qualifications for promotion, transfer and educational opportunities; and may be used as a factor in assessing the appropriateness of disciplinary action where appropriate.

21.3 Performance evaluations are confidential, and without signed release of the employee they shall only be seen by the employee, the employee's supervisor, other Departmental or City personnel on a "need to know" basis, and the Union and its representatives on a "need to know" basis.

ARTICLE XXII

Union Representatives

22.1 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.

22.2 Two Union officers or other 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 other authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld.

22.3 Union representatives shall not be compensated by the City for time spent in grievance and adjustment meetings outside of their regular working hours, except that the four members of the Union Executive Board shall have a total of three paid Union days per fiscal year per member with such time to be used in no smaller than twelve (12) hour increments by Union Officers or Shop Stewards for Union business. Any absences resulting from time off pursuant to

this provision shall not be considered absences for the purposes of meeting the minimum manning requirements of this Agreement.

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

22.5 Representatives of the Union shall 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. The Union may use as an office the office at Station Four and a meeting room at Station Two. Should either of these facilities no longer be used as a fire station during the term of this Agreement the foregoing sentence shall become null and void. All on-duty employees shall be allowed to attend Union meetings once a month at Station Two so long as the schedule for such meetings does not adversely affect the Department's suppression capabilities. Such employees shall return to their assigned station immediately after the close of the meeting.

22.6 The City shall provide a space in each station where the Union may at its own expense place a bulletin board for the neat display of employee information. The Union may at its own expense place a mailbox at any station for receipt of Union mail.

22.7 Shift stewards shall be allowed to tour the stations for purposes of Union business on duty once each month.

ARTICLE XXIII

Employee Duties

23.1 Except as provided herein or as established by past practice, employees shall not be required to perform any duties aside from fire service functions and related activities.

23.2 The City and the Union agree that regular or routine maintenance and repairs to Fire Department buildings and equipment will be performed by employees. Such instances are those where no special instruction, skill, equipment or materials are needed and where employees will not neglect their regularly assigned duties; provided, however, that employees shall not be required to repair roofs, install showers, lavatories, or sinks, perform cement work or carpenter work, or clean boilers.

“Special” shall be defined as being above the average person’s ability or skills in these areas.

23.3 Employees may be required to paint equipment, structures, etc., as ordered by the Chief or the Chief’s designee, however, the total man-hours of such painting shall not exceed the figure arrived at by multiplying the number of members of the bargaining unit times twelve (12). Individual employees may be required to paint up to twenty-four (24) hours during a year as long as the total hours of painting does not exceed the figure described above. Unexpended painting hours shall not be accumulated from year to year by the City. The Chief will endeavor to make such arrangements as are possible to eliminate the necessity of requiring Union members to paint.

23.4 Except as otherwise provided for herein, after four shift days’ absence from work due to injury or illness, an employee unable to perform full duty due to any injury or illness may elect to work light duty. Light duty work shall be limited to that which is medically appropriate and which contributes in meaningful and identifiable ways to the function of the Department. The Department shall work with an employee on light duty assignment to minimize any inconvenience caused to the employee by the temporary change in assignment. An employee unable to perform full duty due to a work related injury who elects not to be available for light

duty assignments shall, notwithstanding the provisions of paragraph 15.2, be entitled to receive sixty-six and two-thirds (66 2/3%) percent of gross pay as defined by state law during the period of disability.

ARTICLE XXIV

Final Resolution and Duration of Agreement

24.1 This Agreement represents the full and complete agreement between the parties on all matters covered herein and it is understood and agreed that any subject matter referred to in this Agreement shall not be open for negotiation during the term of this Agreement except as the parties mutually agree.

24.2 This Agreement and all wages and benefits conferred herein shall be effective retroactive to July 1, 2014, for all employees currently employed at the time of execution of this Agreement and shall remain in effect through June 30, 2018 and from year to year thereafter unless either party notifies the other in writing no later than one hundred fifty (150) days prior to termination date 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 not later than March 15 prior to termination date for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1, 2019. 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.

ARTICLE XXV

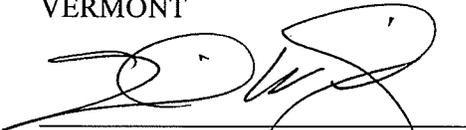
Termination and Legality

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

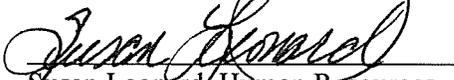
in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of October, 2015, by their duly authorized representatives.

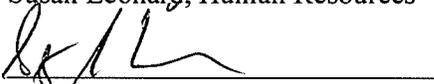
CITY OF BURLINGTON,
VERMONT



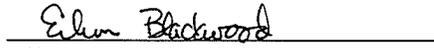
Miro Weinberger, Mayor



Susan Leonard, Human Resources



Seth Lasker, Chief Engineer

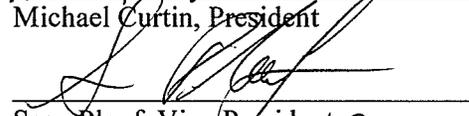


Eileen Blackwood, Esq

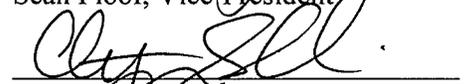
BURLINGTON FIREFIGHTERS
ASSOCIATION LOCAL 3044, IAFF



Michael Curtin, President



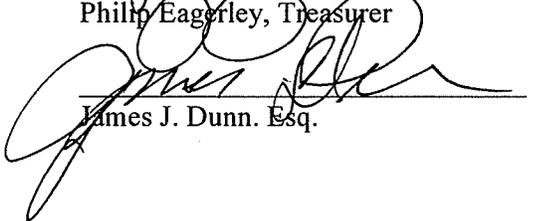
Sean Ploof, Vice-President



Christopher Sullivan, Secretary



Philip Eagerley, Treasurer



James J. Dunn, Esq.

APPENDIX A

Dues Deduction Authorization

Name of Employee
(Print Last Name, First, Middle)

Social Security
Number

Home Address (Street & Number) (City & State) Zip Code

I hereby authorize the City of Burlington to deduct from my pay each period, or the first full pay period of each month, the amount certified as the regular dues of the Burlington Firefighters Union and to remit such amounts to the Union. I further authorize any change in the amount to be deducted which is certified by a duly authorized representative of the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or to the termination date of the current collective bargaining agreement between the City and the Union, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable, unless revoked by me within thirty days after any irrevocable period thereof. Such revocation shall be effected by written notice to the City and the Union.

Date: _____

Member, Burlington
Firefighters' Association

I hereby certify that the regular dues of this organization for the above-named member are currently established at \$ _____ per week.

Date: _____

Duly Authorized Representative
Burlington Firefighters' Association

Weekly

BURLINGTON FIRE DEPARTMENT

UNION PAY CHART

W/ 1.5% COLA

July 1, 2015 to June 30, 2016

TITLE	BASE	0.025	0.050	0.075	0.100	0.125	0.150
CAPTAIN	\$1,311.64	\$1,344.43	\$1,377.22	\$1,410.01	\$1,442.80	\$1,475.59	\$1,508.39
ASST. FIRE MARSHAL	\$1,311.64	\$1,344.43	\$1,377.22	\$1,410.01	\$1,442.80	\$1,475.59	\$1,508.39
LIEUTENANT	\$1,192.40	\$1,222.21	\$1,252.02	\$1,281.83	\$1,311.64	\$1,341.45	\$1,371.26

TITLE	BASE	0.018	0.036	0.054	0.072	0.090	0.108	0.126
FIRE INSPECTOR	\$1,147.79	\$1,168.45	\$1,189.11	\$1,209.77	\$1,230.43	\$1,251.09	\$1,271.75	\$1,292.41
SENIOR FF	\$1,093.14	\$1,112.82	\$1,132.49	\$1,152.17	\$1,171.85	\$1,191.52	\$1,211.20	\$1,230.88
FF III	\$1,041.10	\$1,059.84	\$1,078.58	\$1,097.32	\$1,116.06	\$1,134.80	\$1,153.54	\$1,172.28
FF II (2ND YR)	\$1,010.77	\$1,028.96	\$1,047.15	\$1,065.35	\$1,083.54	\$1,101.73	\$1,119.93	\$1,138.12
FF II	\$995.97	\$1,013.89	\$1,031.82	\$1,049.75	\$1,067.68	\$1,085.60	\$1,103.53	\$1,121.46
FF I (2ND YR)	\$985.40							
FF I	\$952.73							
FF BASIC	\$852.09							
PROBATIONARY FF	\$758.22							

Weekly

BURLINGTON FIRE DEPARTMENT

UNION PAY CHART

W/ 1.0% COLA

July 1, 2014 to June 30, 2015

TITLE	BASE	0.025 11 - 13	0.050 14 - 16	0.075 17 - 19	0.100 20 - 22	0.125 23 - 25	0.150 25+
CAPTAIN	\$1,292.26	\$1,324.56	\$1,356.87	\$1,389.18	\$1,421.48	\$1,453.79	\$1,486.09
ASST. FIRE MARSHAL	\$1,292.26	\$1,324.56	\$1,356.87	\$1,389.18	\$1,421.48	\$1,453.79	\$1,486.09
LIEUTENANT	\$1,174.78	\$1,204.15	\$1,233.52	\$1,262.89	\$1,292.26	\$1,321.63	\$1,350.99

TITLE	BASE	0.018 11 - 13	0.036 14 - 16	0.054 17 - 19	0.072 20 - 22	0.090 23 - 25	0.108 25+
FIRE INSPECTOR	\$1,130.83	\$1,151.18	\$1,171.54	\$1,191.89	\$1,212.25	\$1,232.60	\$1,252.96
SENIOR FF	\$1,076.99	\$1,096.37	\$1,115.76	\$1,135.14	\$1,154.53	\$1,173.91	\$1,193.30
FF III	\$1,025.71	\$1,044.17	\$1,062.64	\$1,081.10	\$1,099.56	\$1,118.03	\$1,136.49
FF II (2ND YR)	\$995.83	\$1,013.75	\$1,031.68	\$1,049.60	\$1,067.53	\$1,085.45	\$1,103.38
FF II	\$981.25	\$998.91	\$1,016.57	\$1,034.24	\$1,051.90	\$1,069.56	\$1,087.22
FF I (2ND YR)	\$970.84						
FF I	\$938.65						
FF BASIC	\$839.49						
PROBATIONARY FF	\$747.02						

This Schedule of Benefits is only a summary of your medical and must be used in conjunction with the limitations and restrictions outlined in the Document/Summary Description. Note only medically necessary services will be considered at the reasonable and customary and/or negotiated fee.

<u>CALENDAR YEAR DEDUCTIBLES</u>	Preferred Provider <u>Network</u>	Non Preferred <u>Provider Network</u>
• Individual Deductible	\$ 200	\$ 500
• Family Deductible	\$ 400	\$1,000
 <u>CALENDAR YEAR OUT-OF- POCKET LIMITS</u>		
• Individual Out-of-Pocket Limit	\$ 600	\$1,500
• Family Out-of-Pocket Limit	\$ 1,200	\$2,000

The Preferred Provider and Non-Preferred Provider **DEDUCTIBLES** and **COINSURANCES** accumulate separately. Calendar Year out-of-pocket limits include **DEDUCTIBLE** and **COINSURANCE** but not penalties.

MAXIMUM CALENDAR YEAR OUT-OF- POCKET LIMITS

• Individual Out-of-Pocket Limit	\$ 5,350	N/A
• Two-Person/Family Out-of-Pocket Limit	\$11,000	N/A

Maximum Calendar Year out-of-pocket limits include Medical **DEDUCTIBLE**, **COINSURANCE** and copayments but not penalties. When the **YEAR** out-of-pocket limit is met by a **COVERED PERSON**/family, medical claims incurred for the remainder of that **YEAR** will pay at 100% less applicable penalties or usual and customary charges. When the Overall Calendar Year out-of-pocket limit is met by a **COVERED PERSON**/family, medical and prescription claims incurred for the remainder of the **YEAR** will pay at 100% with no copayments less applicable penalties or usual and customary charges.

Total Care Inpatient Pre-Certification – To certify Inpatient call 877-840-7341

- Pre-Certification required for all Inpatient **HOSPITAL** confinements or within 48 hours of an Emergency Admission for Hospital Admission, Extended Hospital Stay, Confinement in Extended Care Facility and Skilled Nursing Facility. Admissions for maternity are excluded unless the **COVERED PERSON** remains in-patient for more than 48 hours for a normal delivery or 96 hours for a C-section.

Individual Annual Maximum **Unlimited**

PRESCRIPTION BENEFITS – Maximum out of pocket copayments \$1,250/Individual and \$2,500/Two-Person or Family per calendar year.

PHARMACY OPTION – 30 day supply through a participating Pharmacy

Generic Drugs \$15 copayment
 Brand Drugs* \$20 copayment
 *Copay is \$15 if a generic drug is not available

MAIL ORDER OPTION – 30 day supply through MaxorPlus

Generic Drugs \$20 copayment
 Brand Drugs* \$30 copayment
 Split Incentive \$0
 *Copay is \$20 if a generic drug is not available

Maxor may be contacted at 1-800-687-8629

This allows coverage for contraceptives, diabetic drugs & supplies and smoking cessation-both prescription and OTC @ 100% - no copayments. Prescriptions mandated under ACA are covered with no copayment. Other covered or excluded drugs are in the Document. The formulary for Preferred Brand Drugs is available at www.maxorplus.com

Schedule of Benefits

*** Indicates percentage payable after payment of Calendar Year Deductible.**

All Maximums shown indicate Year or Calendar Year Maximum per Individual.

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Inpatient Hospital Expenses</u>			
General Medical Room & Board	80%*	70%*	Pre-certification Required
Maternity	80%*	70%*	Pre-certification required for inpatient over 48 hours for normal delivery or 96 hours for C-section
Newborn Care	80%*	70%*	
Surgery (In-Patient)	80%*	70%*	Pre-certification Required
Miscellaneous Hospital Charges	80%*	70%*	Pre-certification Required
Mental Health or Substance Abuse	80%*	70%*	Pre-certification Required
<u>Extended Care Expenses</u>			
In-Patient Extended Care Facility/ Skilled Nursing Facility/ Rehabilitation Hospital	80%*	70%*	Pre-certification Required
Hospice Home Care	80%*	not covered	Pre-certification Required
Hospice In or Out Patient Care	80%*	70%*	Inpatient Pre-certification Required
Home Health Care	80%*	70%*	
<u>Home Health Care includes nursing, home health aide & covered therapies. Must be performed by a Home Care Agency.</u>			
Private Duty Nursing	80%*	70%*	Maximum 100 hours per calendar year
<u>Outpatient Hospital Expenses</u> (When a hospital bills for these services)			
Pre-admission Testing for inpatient stay	80%*	70%*	
Ambulatory Surgery	80%*	70%*	Includes all services on day of surgery
Surgical Facility/Services	80%*	70%*	Includes Birthing Centers
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Cardiac Rehabilitation/Therapy	80%*	not covered	36 sessions/Cardiac-Event
Other Outpatient Hospital Services	80%*	70%*	
<u>Emergency Room Care</u> (Hospital Charges only)			
Medical Emergency Non-	80%*	70%*	\$100 Copayment
Medical Emergency	Not Covered	Not Covered	
<u>Urgent Care Center</u>	\$10 copayment then 100% \$10 copayment then 100%		
<u>Inpatient Hospital Physician Expenses</u> (Physician's charges to treat an inpatient)			
Anesthesia while Inpatient	80%*	70%*	
General Conditions	80%*	70%*	
Surgery	80%*	70%*	
Maternity and Newborn Care	80%*	70%*	

Schedule of Benefits

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>MOM's Program (see plan details)</u>			
Skilled Nursing	100%	100%	3 visit maximum within 60 days after delivery
Educational Classes – childbirth, sibling, parenting & CPR	100%	100%	Maximum of \$125
Homemakers Service*	100%	100%	Up to \$25 maximum & 9 hour maximum. Services eligible with provider as defined by the Plan.
Fitness Classes*	100%	100%	Maximum \$150 for classes during pregnancy or within 3 months of birth
Car Seat*	100%	100%	Maximum \$150 purchased during pregnancy or within 3 months of birth

*Choice of only one if enrolled in MOM's Program prior to 34 weeks.

Other Medical Expenses

Acupuncture	80%*	80%*	
Ambulance Transportation	80%*	80%*	Emergency & routine transport. Non-emergency requires prior approval.
Anesthesia	80%*	70%*	
Birthing Center	80%*	70%*	
Chiropractic Services	\$10 copayment then 100%	70%*	Allows up to 12 visits per year. Prior approval is required for visits in excess of 12 per year.
Contraceptive Services	100%	not covered	Includes injectables, implantable devices
Dental Surgical Treatment	80%*	70%*	
Dialysis	Covered	Covered	Claims pay based on service rendered
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Durable Medical Equipment	80%*	70%*	
Genetic Testing & Counseling	Limited Services requiring Prior Approval		
Infertility Testing	80%*	70%*	
Infertility Treatment	Not Covered	Not Covered	
Medical Supplies	80%*	70%*	
Nutritional Counseling	\$10 copayment then 100%	not covered	3 visit maximum per year. Visits for Diabetes do not count towards this maximum
Organ Transplants	Covered	Covered	Prior Approval Required
Physical, Speech, Occupational Therapy	80%*	70%*	
<i>All therapies combine to a maximum of 30 visits per Year. Coverage for Developmental Delays are covered up to age 3.</i>			
Prosthesis	80%*	70%*	
TMJ Treatment	80%*	70%*	
Voluntary Sterilization	80%*	70%*	

Schedule of Benefits

<u>Outpatient Hospital</u>	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Physician Expenses</u> (Physician's charges to treat an outpatient)			
Ambulatory Services	80%*	70%*	
Emergency Room	\$10 copayment then 100%	70%*	
Physician Expenses	80%*	70%*	
Physician Expenses Clinic Fee	80%*	70%*	
<u>Physician Office Expenses</u>			
Allergy Injections	\$10 copayment then 100%	70%*	if billed with an office visit only 1 office visit copay will apply
Allergy Testing	80%*	70%*	
Chemotherapy	80%*	70%*	
Diagnostic Lab	80%*	70%*	
Diagnostic X-Ray & Imaging	80%*	70%*	
Maternity	80%*	70%*	
Maternity-Dependent Child	80%*	70%*	
Office Visits	\$15 copayment then 100%	70%*	
Office Surgery	\$15 copayment then 100%	70%*	if billed with an office visit only 1 office visit copay will apply
Radiation Therapy Visit	80%*	70%*	
Second / Third Surgical Opinion	\$15 copayment then 100%	70%*	
<u>Wellness Expenses</u> (Includes standard routine lab and x-ray charges as well as HPV, DNA and HIV)			
Routine Well Child Care	100%	70%*	Includes hearing test
Routine Physical (Well Woman) Exam	100%	70%*	One per Calendar Year
Routine GYN Exam	100%	70%*	One per Calendar Year
Immunizations – Routine/Preventive	100%	70%*	Well Child & Adult
Routine/Preventive Pap Smear	100%	70%*	One per Calendar Year
Routine/Preventive Mammograms	100%	70%*	One per Calendar Year
Annual Prostate exam & PSA Testing	100%	70%*	One per Calendar Year
Colonoscopy-Screening	100%	70%*	Follow ACS Guidelines
Breast Feeding/Support/Supplies/Counsel	100%	70%*	Includes lactation and breast pumps
Counseling & Screening for the following will be covered:			
Gestational Diabetes	100%	70%*	
Sexually Transmitted Infections / HIV	100%	70%*	
Interpersonal & Domestic Violence	100%	70%*	
Contraception	100%	70%*	
Tobacco Cessation	100%	70%*	

Wellness Expenses use the guidelines required by the United States Preventive Services Task Force as amended from time to time.

Schedule of Benefits

	<u>PPO</u>	<u>Non-PPO</u>	<u>Maximums</u>
<u>Vision Expenses (Routine)</u>			
Vision Exam-Routine	\$10 copayment	\$10 copayment	Limited to one exam per Year
Vision Hardware	Not Covered	Not Covered	Benefits through VSP Plan

Primary Care Providers

A current list of PPO providers is available, without charge, through the Third Party Administrator's website, located at www.giscinc.com. Go to the "Find a Provider" section on our website, choose the PPO listed in the "How to File a Claim Section" of this booklet.

Each **COVERED PERSON** has a free choice of any physician or surgeon, and the physician-patient relationship shall be maintained. The **COVERED PERSON**, together with his or her **PHYSICIAN**, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the **PLAN** will pay for all or a portion of the cost of such care. The PPO providers are merely independent contractors; neither the **PLAN** nor the **PLAN ADMINISTRATOR** make any warranty as to the quality of care that may be rendered by any PPO provider.

<p>This Schedule of Benefits only highlights your Group Medical Benefits. Please refer to the following for a complete description of your benefits.</p>
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APPENDIX D

Retirement Fund Credit

Sears, William	\$12,960.00	Gilbert, Christopher	\$2,475.00
Whitehouse, James	\$11,520.00	Bordeau, Robert	\$2,475.00
Sicard, Michael	\$11,040.00	Bourgeois, Stephen	\$2,475.00
Gokey, George	\$8,400.00	Costello, Steven	\$1,250.00
Critchlow, Thomas	\$8,400.00	Perry, Ellen	\$1,250.00
Ely, David	\$8,000.00	Williams, Kevin	\$1,250.00
Lavalette, Randy	\$8,000.00	Trudo, Brian	\$1,125.00
Moody, Scott	\$6,650.00	Mullin, Robert	\$1,125.00
Hunt, Timothy	\$6,300.00	Gale, David	\$1,125.00
Hendry, James	\$6,300.00	Mantone, Thomas	\$1,125.00
Francis, Terence	\$6,300.00	Bourgeois, Bruce	\$1,125.00
Spiller, Leroy	\$4,400.00	Lasker, Seth	\$1,125.00
Costello, Thomas	\$3,850.00	Gates, Thomas	\$1,125.00
Maher, Brian	\$3,850.00	Moquin, Jason	\$1,000.00
Barch, David	\$3,850.00	Francis, Gary Jr.	\$1,000.00
Marcus, John	\$2,925.00	Middleton, Thomas	\$300.00
Bright, Alan	\$2,925.00	Preston, John	\$250.00
Reuschel, David	\$2,700.00	Brown, Peter	\$150.00
Vachereau, Kenneth	\$2,700.00	Allen, Scott	\$150.00
Kehoe, Francis	\$2,700.00	Roberts, David	\$150.00
Whitehouse, John	\$2,700.00	Kilgore, Bruce	\$150.00
Woodman, James	\$2,475.00	Collette, Aaron	\$150.00
Drouin, Brian	\$2,475.00	McNamara, William	\$150.00
LaForce, Todd	\$2,475.00	Gariety, William	\$150.00
Walsh, Peter	\$2,475.00	Mulac, Deiter	\$50.00

231008-00006 BFA Agreement FINAL 7-16-07

