

AGREEMENT

Between

CITY OF BURLINGTON

And

BURLINGTON FIREFIGHTERS' ASSOCIATION

Effective Date

July 1, 2022 - June 30, 2025

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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, 2022 with regard to salary, health insurance, and retirement contributions for those employed on the date of execution of this Agreement; 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 [Reserved}.

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 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 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, 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 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 by the Battalion Chief of Training and mentored by the Company Officer where the employee is assigned. Beginning 18 months prior to the completion of the employee's 6th year of employment the employee may begin the program. 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 Chief. Final testing process will remain at six months prior to the completion of the sixth year. 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 Lieutenant. For the rank of Lieutenant, to be eligible to take the examination, an applicant must have completed seven (7) consecutive years of service and must have obtained the rank of senior firefighter with the Burlington Fire Department prior to November 1 of the year in which the examination is taken. Examinations will normally be given on even years in each biennial during the month of November.

9.5 Captain. For the rank of Captain, to be eligible to take the examination, an applicant must have completed nine (9) consecutive years of service, including two (2) years (includes time when formally designated as acting in the role) at the rank of Lieutenant with the Burlington Fire Department prior to March 1 of the year in which the examination is taken. Examinations will normally be given on odd years in each biennial during the month of March. Acting in the role, for the purposes of eligibility, shall be defined as a member who is on a current promotional list, is formally tasked as an Acting Company Officer through a Department Directive, and promotes to rank under the existing list. If the list expires prior to being promoted then the Acting time will not be used to determine eligibility.

9.6 Written Test. All applicants will take a written objective (non-essay) test that will be marked from zero (0) to one hundred (100). 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). An applicant shall not be eligible for promotion unless the score on the written test equals at least 60%.

9.7 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 9.6 above, which will account for 30% of the applicant's total score; the second part consists of oral boards in which each applicant shall be interviewed by a Review Board. The review board for the Lieutenant's process shall be composed of the three (3) Shift Commanders, the Training Battalion Chief, and the Deputy Chief of Operations. The review board for the Captain's process shall be the three (3) Shift Commanders, the Deputy Chief of Operations, the Deputy Chief of Administration, the Battalion Chief of Training, the Chief Engineer, a representative from the Human Resources Department, and a mutually agreed-upon non-Burlington employee; provided that if the parties cannot agree after good faith effort, the committee will go forward without such person. All applicants for Assistant Fire Marshal shall be interviewed by a Review Board composed of the Fire Marshal, the Deputy Chief of Administration, the Deputy Chief of Operations, 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 60%. This oral review score shall account for 60% of the applicant's total score.

9.8 Service Record Evaluation. The third part of the process is the service record evaluation, which will account for 10% 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 submit without any oral presentation. The Board shall

have the option of consulting with the applicant's immediate superior, but not the applicant directly. 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.

9.9 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. An applicant shall not be eligible for promotion unless the applicant's total combined score on the written test, oral board and service record equals or exceeds a minimum score of 70%, they met the minimum requirements of the written test and oral board, and they participated in all stages of the promotional process. 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.

9.10 Paragraphs 9.1 through 9.9 above shall govern promotion procedures.

9.11 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 may fill the position with the least senior employee not assigned to an ambulance 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. In the event that vacancy selections by bid result in staffing a station with personnel of insufficient experience, the Department may 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.
- d) Upon execution of this agreement, three employees will be assigned to each ambulance per shift for the purpose of staffing an ambulance rotation.

9.12 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.

9.13 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.

When attending on-campus training programs at the National Fire Academy or another approved education program outside of New England/New York, an employee shall be paid for the actual days the employee attends the course as school leave, as well as for identified travel days. If an employee is scheduled to work the day immediately prior to an identified travel day at the beginning of the course, the employee shall receive school leave for that shift.

9.14 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.

In the case of non-mandatory training programs, employees will be compensated only for the actual hours in class. Additionally, for courses that result in certification (AEMT, Fire Officer), employee will not receive compensation for hours in class until certification is obtained.

9.15 Employees shall receive annual educational incentive bonuses for advanced education beyond high school and for military experience. Bonuses will be paid out in January of each year. The first bonus will be paid out during the January following the employee's end of probation. For example, a new employee hired in October 2018 will be eligible to begin receiving this bonus in January 2020. Employees will be eligible for only one bonus each year. Such incentive bonuses will be paid according to the following schedule:

<u>Type of Degree</u>	<u>Annual Bonus</u>
<u>Military Service</u>	<u>\$400</u>
<u>Associates</u>	<u>\$400</u>
<u>Bachelors</u>	<u>\$800</u>
<u>Masters</u>	<u>\$1,200</u>

9.16 Effective July 1, 2023, the Department shall offer members, while on duty, an EMT or AEMT refresher course annually. The Department will permit members to take these classes at a time they are not normally scheduled to work if necessary as a result of a member's unplanned circumstances, at the discretion of the Chief. These courses will meet all recertification hours needed for the members certification level. Members will be allowed to take 1 recertification course every two years to include the ability to split the course over the two-year period.

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. Employees will be paid by direct deposit and will receive an electronic pay stub.

10.2 Covered employees who are on the City Fire Department payroll as of the date of execution of this Agreement shall receive the following increases to their base pay, as shown on Appendix B:

Annual cost of living adjustments (COLAs):

Retroactive to July 1, 2022 for FY23	10%
Effective July 1, 2023 for FY24	5.75%;
Effective July 1, 2024 for FY25	3.75%;

For employees hired prior to July 1, 2019, 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, 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 position of Assistant Fire Marshall is not considered to be a prerequisite for promotion to the position of Lieutenant.

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

For employees hired prior to July 1, 2019 (except as provided below), the pay scales labeled Existing Employees in Appendix B shall apply.

Employees hired after July 1, 2019 shall be paid as shown on the pay scale labeled New Employees in Appendix B. The New Employees pay scale eliminates the positions of Firefighter Basic to Firefighter III and replaces them with a step system based on anniversary date of hire. New employees are eligible for promotion to Senior Firefighter and above as provided in Article IX. New employees who are promoted to Senior Firefighter (or above) switch to the Existing Employees pay scale, based on years of service.

At the completion of seven (7) years of seniority, an employee hired before July 1, 2019 below the rank of Lieutenant 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. Starting in FY 20, an additional 1.5% of the base pay of the employee's grade level in increments of .5% per year shall be added to each of the seven (7) steps. Starting in FY 22, an additional 1.67% of the base pay of the employee's grade level shall be added to the fifteenth year of the step 14-16 years, and to each step subsequent to Step 14-16. These increments are as stated on APPENDIX B to this Agreement.

At the completion of seven (7) 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. Starting FY 20, there shall be an additional step for years 8-10 with a longevity payment in year eight (8) of 1.8% of the base pay of the employee's grade level. Starting in FY 20, an additional 1.5% of the base pay of the employee's grade level in increments of .5% per year shall be added to each of the seven (7) steps. Starting in FY 22, an additional 1.67% of the base pay of the employee's grade level shall be added to the fifteenth year of the step 14-16 years, and to each step subsequent to Step 14-16. 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. Starting FY 20, there shall be an additional step for years 8-10 with a longevity payment in year eight (8) of 1.8% of the base pay of the employee's grade level. Starting in FY 20, an additional 1.5% of the base pay of the employee's grade level in increments of .5% per year shall be added to each of the seven (7) steps. Starting in FY 22, an additional 1.67% of the base pay of the employee's grade level shall be added to the fifteenth year of the step 14-16 years, and to each step subsequent to Step 14-16. 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.

Starting July 1, 2019, an employee who has been promoted to the rank of Lieutenant through Captain shall be eligible for longevity pay as shown in Appendix B Existing Employees pay scale.

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 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.

All employees hired after November 1, 2022, shall obtain and maintain AEMT certification within one year after completing probation. In addition, within 30 days after ratification, the Union shall inform the Department if they also want to apply this requirement to existing employees with less than 5 years of experience. Once an employee has AEMT certification, they 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. The Department shall, if needed, offer an AEMT course if no outside courses are available.

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 Employees 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.

10.5A Annual Retention Bonus.

The parties will agree on an appropriate distribution system of annual retention bonuses based on tenure, in a total dollar amount of \$112,000 covering 84 members.

10.6 At such time as a position of Lieutenant has been vacant for sixty (60) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for sixty (60) 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. At such time as a position of Station Captain has been vacant for sixty (60) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for sixty (60) 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.

At such time as a position of Line Battalion Chief has been vacant for sixty (60) days or more because no employee has been hired into the position, or when the incumbent employee has been on long term leave for sixty (60) 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. each day. 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, unless they agree to work there on a voluntary basis when performing light duty (subject to availability and training obligations).

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 the Chief's 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

An employee who is held over after a shift shall be paid for a minimum of one hour.

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. The details of any such system shall be agreed upon by the union and the fire department administration. 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, swap, and/or approved training time, or who have already been ordered in on a mandatory call-in once during a rotation through the roster. Leave time, excluding training leave, is inclusive of the approved shift off as well as the two days prior and two days after said shift. If less than 24 but more than or equal to 12 hours of approved leave are being used, only the two days adjacent to the approved leave are protected. Leave time less than 12 hours does not count as protective leave time. The City shall maintain a log, open to the Union for inspection at any time, showing the date and time of each members last date and time hired, the date and time they were hired for, and whether the overtime was voluntary or mandatory.

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 a time and one-half rate.

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 in operations of twenty-two (22) employees per shift. When staffing levels exceed twenty-two (22), the Department shall first assign such additional personnel to companies, where two (2) personnel are otherwise assigned. For the purpose of this section, the term "employees" includes Battalion Chiefs and Deputy Chiefs (serving in the role of shift commander only), as well as any probationary employee who has successfully completed their basic training requirements. Such basic training requirement shall consist of those mutually agreed upon by the fire chief or designee and the union.

The Department shall create the position of Cover Officer upon execution of a new CBA and shall assign one member to this position per shift. This shall be a floating Lieutenant position which will fill in as needed throughout the city. This position shall be included in the minimum staffing number above. Any vacancy in this position shall not trigger the requirements of Section 10.6 of this agreement. 11.10A There will be a minimum of two Assistant Fire Marshall positions assigned to the Fire Marshall Office. If there are no qualified or

interested bids for the vacancy, the Department shall hold the position and fill it with the next applicant who otherwise meets all qualifications required of the position.

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 a special rate equal to the highest possible union overtime rate, plus an additional \$5 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 the Chief's 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 the Chief's 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 the Chief's 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.

11.12 Upon ratification of this Agreement, and if the BFFA indicates a desire to proceed by December 1, 2022, the parties agree to adopt a 48/96 schedule. Such trial period would begin with the start of the vacation schedule that is picked in January 2023. The parties will meet to work out the details of such plans, including potentially a change to the start of the shift time and the division of day and night tours.

The parties will meet to evaluate the success of the new schedule every three months. The plan will be to continue the trial period for one year. But, after at least six months of the new schedule, either party has the right to end the 48/96 schedule by providing a good, business-

related reason. If either party ends the 48/96 schedule, the parties will meet to determine the best time for the transition back to the terms in place prior to the trial period.

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
- Juneteenth
- 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 four (4) 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 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. Members are permitted to submit for and be awarded consecutive days off on a “first come – first served” basis, utilizing their leave time.

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 last week of January and the last week of July. An employee may elect to reserve any two consecutive weeks block of time during their first choice. Subsequent selections shall be limited to a one-week block. Employees may not reserve more vacation time than they will have accrued at the commencement of the requested vacation leave. 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 starting on July 1, 2019, the employee's accrued vacation leave shall be deducted for actual time taken hour for hours. 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 four weeks out. Vacation openings resulting from retirement will be posted when the retired member is no longer carried on the daily schedule. 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 four (4) 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 the employee's 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 their salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for three (3) weeks.

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.

15.5A Any fitness for duty evaluations performed by the City's Medical Examiners or other medical professionals on behalf of the City will use the medical standards in the NFPA 1582 for the medical standards that are covered by NFPA 1582 to evaluate the fitness of employees. For conditions not covered by NFPA 1582, the parties will agree upon a physician whose specialty relates to the condition for which the employee is out of work or a return-to-work specialist. The agreed-upon physician or return to work specialist will evaluate the employee to determine whether the employee can safely return to work. Return to work specialist will be annually agreed upon while condition specific physicians will be agreed upon case by case.

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 within 30 days, unless otherwise approved by the Fire Chief or their designee, 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 within 30 days, unless otherwise approved by the Fire Chief or their designee 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 within 30 days, unless otherwise approved by the Fire Chief or their designee 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 with 30 days, unless otherwise approved by the Fire Chief or their designee 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 within 30 days, unless otherwise approved by the Fire Chief or their designee 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 their 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. Personal leave will be scheduled in one (1) hour blocks with the first hour charged in its entirety then in 15 minute increments after the first hour. Awarded Personal Leave may be cancelled if staffing has fallen below Twenty-Two (22) persons prior to the start of the leave. 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 new prescription changes effective as soon after January 1, 2019, as they can be implemented: expected date May 1, 2019.

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

20% of the total cost of healthcare benefits, except that the individual employee contribution will be no more than 6.5% of each employee's wages.

If at the end of each fiscal year, the total contractual contribution made by all employees exceeds 20%, the overage will be credited to the total employee contribution in the following fiscal year, thus reducing the percentage of wages required from employees that next FY.

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 and fifty thousand dollars (\$150,000). 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 issue 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. Employees shall contribute to the Burlington Employees Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City (the Actuarially Determined Employers Contribution (ADEC)) and the employee will be based on the annual system valuation prepared by the City's actuaries.

All employees shall contribute 30% (and the City 70%) of the total required contribution, except that the individual contribution will be no more than 14% of an employee's 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. For any firefighter hired after January 10, 2011, the following provisions shall apply;
 - a) The accrual rate shall be 3% for creditable service not in excess of 25 years.
 - b) A firefighter 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.
 - c) 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 who is at least 50 years of age shall be reduced in the same manner as for employees hired before that date.
 - d) There will be an additional .5% of average final compensation for each additional year beyond 25 years up to an additional 10 years of creditable service.

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 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 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 October 5, 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 October 5, 2015, 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. 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.

C. For employees who retire after the date of execution of this contract, the retirement COLA will be determined annually by the BERS Board equal to the CPI-U Northeast Region, with a maximum COLA of 2.75%, except that if the Class A funding level of the BERS falls below 73%, the BERS Board may reduce or vote for no COLA for the upcoming year.

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, 2007 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 October 7, 2011.. There shall be no change in the current early retirement provisions of the agreement/plan for employees employed prior to October 7, 2011, except as provided in subsection C below.

C. As of July 1, 2013, firefighters hired prior to October 7, 2011 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 October 7, 2011 shall have their "average final compensation" calculated on the basis of their five (5) highest earning years. For covered employees hired before October 7, 2011,, 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 October 7, 2011 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. Except for those employees currently receiving disability retirement benefits as of the date of execution of this Agreement, an employee on disability retirement because of a non-work-related condition shall cease to accrue service credit towards retirement after two years on disability retirement.

PEBSCO PROGRAM

16.16 Effective 7/1/98, a post-employment health account through Public Employees Benefit Services Corporation ("PEBSCO") will be established for each Union member. Effective July 1, 2015 (FY16), this account will be funded by a flat contribution by the employer for each job position as set forth in Appendix E and such contribution shall be made on a no less than monthly basis. That flat contribution will be increased each fiscal year by the same cost of living adjustment as employee wages in section 10.2(a) above. 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.

16.17 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.

16.18 Employees assigned to the Fire Marshall's Office authorized to operate their personal vehicles in the course of their employment shall be reimbursed for expenses at the IRS standard Auto Mileage rate.

16.19 The City agrees to pay the cost of legal representation for any employee who is the party to litigation in which it is alleged that, in the course or their employment, the employee acted in a negligent manner. The City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

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 the Chief's 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 (a) 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:

(i) 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.

(ii) 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.

(iii) Keep written minutes of all committee meetings

(b) Apparatus Staffing and Ambulance Rotation. The City and Union commit to working together to develop a proposal or proposals to be formally negotiated as part of the next contract regarding how to meet national standards for response times and apparatus staffing, as well as a proposal for ambulance rotation. To achieve this goal, the City and Union will meet to analyze the Department's current vehicle staffing and operation (especially the apparatus staffed with only two people per shift), look at all alternatives to current staffing and operations, and work to develop consensus on proposals to address these concerns, taking into account staff, community, and taxpayer needs.

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.

19.11 Bargaining unit employees who hold a position that requires a valid driver's license will be required to authorize the City or its broker the ability to confirm possession of a valid driver's license. This information will be used solely to determine if the employee satisfies the requirement of the position.

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 upon request utilizing the uniform ordering process. Additional uniform components will be supplied as needed through the uniform ordering process subject to availability. 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, but no more than one pair per fiscal year either issued or reimbursed. An employee making such election shall be reimbursed up to \$150.00 by the department after they provide a receipt. 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 their 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. Members of the BFFA executive committee can request copies of the test results.

20.6 Beginning in FY22 (July 1, 2021 to June 30, 2022), each employee will be paid, no later than the end of the fiscal year, an annual uniform cleaning allowance of \$300. This allowance shall not be counted in the determination of average final compensation for retirement or for any other purpose except as required by law. This payment shall be pro-rated, at the rate of \$25.00 per month, for the number of months an employee has been off probation during the fiscal year.

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.

Not more than twelve (12) employees shall at any one time be assigned Air Pack Maintenance Technician duties. These employees will be responsible for maintaining Air Pack systems in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of \$25.00 per week, retroactive to July 1, 2018..

Not more than two (2) employees shall at any one time be assigned Mechanic duties. These employees will be responsible for the routine maintenance and repairs of equipment in Fire Department vehicles and assuring that this equipment is kept in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of \$40.00 per week, starting in the workweek following execution of this Agreement, Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose except as required by law.

Not more than one (1) employee shall, at any one time, be assigned Social Media Coordinator duties. This employee will be responsible for maintaining and promoting the Department’s social media presence in accordance with the published job description, utilizing Department devices. This employee shall be compensated with stipend pay of \$90.00 per week, starting in the workweek following execution of this Agreement.

Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law.

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 the extent noted herein, to July 1, 2022, for all employees currently employed at the time of execution of this Agreement and shall remain in effect, unless otherwise noted herein,

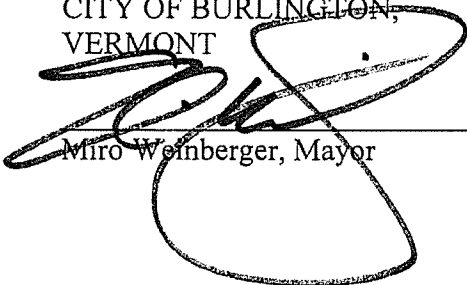
through June 30, 2025 and from year to year thereafter unless either party notifies the other in writing no later than one hundred fifty (150) days prior to termination date that it desires to modify or terminate this Agreement. If such notice of desire to modify is given, the City and the Union agree 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, 2022. 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

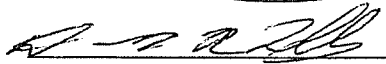
If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of November, 2022, by their duly authorized representatives.

CITY OF BURLINGTON,
VERMONT

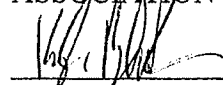


Miro Weinberger, Mayor

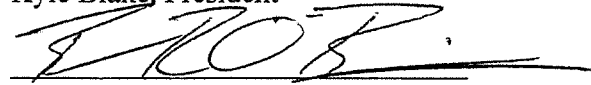


Derek Libby, Interim Chief

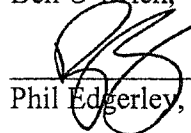
BURLINGTON FIREFIGHTERS
ASSOCIATION LOCAL 3044, IAFF



Kyle Blake, President



Ben O'Brien, Vice-President



Phil Edgerley, Secretary/Treasurer

MEMORANDUM OF UNDERSTANDING – PENSIONS – DROP

The parties agree that they will continue to meet on a regular basis to explore opportunities for a DROP plan that both parties could see as beneficial with minimal overall increase in costs.

MEMORANDUM OF UNDERSTANDING – PENSIONS – GROUP OF 5

On a limited, one-time, non-precedent setting basis, the City agrees to permit the following five existing employees to be valued under the 2019 grievance settlement between the City and BFFA; Perkins, Colgrove, Lanphear, B. Wilson and Petit. As a result, the City agrees to provide these individuals with the same pension benefits as firefighters hired after January 10, 2011. Specifically these include:

- a) The accrual rate shall be 3% for creditable service not in excess of 25 years.
- b) A firefighter 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.
- c) 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 who is at least 50 years of age shall be reduced in the same manner as for employees hired before that date.
- d) There will be an additional .5% of average final compensation for each additional year beyond 25 years up to an additional 10 years of creditable service.
- e) All other standards of the retirement program shall apply as specified in the Agreement between the City and the BFFA.

MEMORANDUM OF UNDERSTANDING – STAFFING

The City agrees to increase the total authorized employees by three additional firefighters. The City agrees to hire these three additional firefighters effective with the next recruitment academy.

The City agrees to retain the services of a Consultant to help assess proper staffing levels for the Burlington Fire Department. The attached language will be used in the RFP. The City, the Union and the Fire Commission will work collaboratively to oversee the work of the Consultant.

When the work of the Consultant is complete, the parties will meet to discuss the recommendations of the Consultant. If the Consultant recommends any changes, the parties will bargain over making any changes to the contract based on the recommendations of the Consultant.

21680614.2

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

APPENDIX B

**Burlington Fire Department
New Employees Pay Chart (hired after 7/1/19)**

Employees promoted to Senior Firefighter (or above) transfer to Existing Employee Pay Chart

	Wage Schedule New Staff FY 23 - 10% COLA		Wage Schedule New Staff FY 24 - 5.75% COLA		Wage Schedule New Staff FY 25 - 3.75% COLA
Probation	\$ 55,332	Probation	\$ 58,514	Probation	\$ 60,708
1	\$ 58,099	1	\$ 61,440	1	\$ 63,744
2	\$ 61,004	2	\$ 64,512	2	\$ 66,931
3	\$ 63,749	3	\$ 67,415	3	\$ 69,943
4	\$ 65,661	4	\$ 69,437	4	\$ 72,041
5	\$ 67,631	5	\$ 71,520	5	\$ 74,202
6	\$ 69,660	6	\$ 73,666	6	\$ 76,428
7	\$ 70,357	7	\$ 74,402	7	\$ 77,192
8	\$ 71,060	8	\$ 75,146	8	\$ 77,964
9	\$ 71,771	9	\$ 75,898	9	\$ 78,744
10	\$ 72,489	10	\$ 76,657	10	\$ 79,531
11	\$ 73,214	11	\$ 77,423	11	\$ 80,327
12	\$ 73,946	12	\$ 78,198	12	\$ 81,130
13	\$ 74,685	13	\$ 78,980	13	\$ 81,941
14	\$ 75,432	14	\$ 79,769	14	\$ 82,761
15	\$ 77,446	15	\$ 81,899	15	\$ 84,970

Weekly

BURLINGTON FIRE DEPARTMENT

UNION PAY CHART

W/ 10% COLA

July 1, 2022 to June 30, 2023

TITLE	BASE	0.0136 8-10	0.04006 11-13	0.0658 14	0.0817 15-16	0.1067 17-19	0.1317 20-22	0.1567 23-25	0.1817 25+
CAPTAIN	\$1,685.43	\$1,741.05	\$1,752.85	\$1,794.98	\$1,823.17	\$1,865.26	\$1,907.40	\$1,949.54	\$1,991.67
ASST. FIRE MARSHAL	\$1,685.43	\$1,741.05	\$1,752.85	\$1,794.98	\$1,823.17	\$1,865.26	\$1,907.40	\$1,949.54	\$1,991.67
LEUTENANT	\$1,532.21	\$1,582.77	\$1,593.50	\$1,631.80	\$1,657.39	\$1,685.70	\$1,734.80	\$1,772.31	\$1,810.61

TITLE	BASE	0.0133 8-10	0.051 11-13	0.069 14	0.0857 15-16	0.1037 17-19	0.1217 20-22	0.1397 23-25	0.1577 25+
FIRE INSPECTOR	\$1,474.09	\$1,523.56	\$1,558.11	\$1,576.66	\$1,601.29	\$1,627.04	\$1,654.39	\$1,680.93	\$1,707.46
SENIOR FF	\$1,404.66	\$1,451.02	\$1,476.30	\$1,501.58	\$1,525.04	\$1,550.33	\$1,575.61	\$1,600.69	\$1,626.18
FF II	\$1,337.79	\$1,381.94	\$1,405.02	\$1,430.10	\$1,452.44	\$1,475.52	\$1,500.60	\$1,524.68	\$1,548.76
FF I (2ND YR)	\$1,298.82	\$1,341.68	\$1,365.06	\$1,388.44	\$1,410.13	\$1,433.51	\$1,456.89	\$1,480.27	\$1,503.64
FF I	\$1,279.80	\$1,322.03	\$1,345.07	\$1,368.11	\$1,389.48	\$1,412.51	\$1,435.55	\$1,458.59	\$1,481.62
FF I (2ND YR)	\$1,266.22								
FF I	\$1,224.25								
FF BASIC	\$1,094.92								
PROBATIONARY FF	\$974.30								

Weekly

BURLINGTON FIRE DEPARTMENT

UNION PAY CHART

W/ 5.75% COLA

July 1, 2023 to June 30, 2024

TITLE	BASE	0.0330	0.0400	0.0650	0.0817	0.1067	0.1317	0.1567	0.1817
		8-10	11-13	14	15-16	17-19	20-22	23-25	25+
CAPTAIN	\$1,782.34	\$1,841.16	\$1,853.64	\$1,899.19	\$1,927.96	\$1,972.52	\$2,017.08	\$2,061.63	\$2,106.19
ASST FIRE MARSHAL	\$1,782.34	\$1,841.16	\$1,853.64	\$1,899.19	\$1,927.96	\$1,972.52	\$2,017.08	\$2,061.63	\$2,106.19
LEUTENANT	\$1,620.31	\$1,673.78	\$1,695.13	\$1,725.65	\$1,752.69	\$1,793.20	\$1,833.71	\$1,874.22	\$1,914.72

TITLE	BASE	0.033	0.051	0.069	0.0857	0.1037	0.1217	0.1397	0.1577
		8-10	11-13	14	15-16	17-19	20-22	23-25	25+
FIRE INSPECTOR	\$1,559.70	\$1,611.17	\$1,639.24	\$1,667.32	\$1,693.36	\$1,721.44	\$1,749.51	\$1,777.59	\$1,805.66
SENIOR FF	\$1,485.43	\$1,534.45	\$1,561.19	\$1,587.93	\$1,612.73	\$1,639.47	\$1,666.21	\$1,692.95	\$1,719.68
FF #1	\$1,414.71	\$1,461.40	\$1,486.66	\$1,512.30	\$1,535.95	\$1,561.42	\$1,586.88	\$1,612.35	\$1,637.81
FF # (2ND YR)	\$1,373.50	\$1,416.83	\$1,443.55	\$1,468.27	\$1,491.21	\$1,515.90	\$1,540.56	\$1,565.33	\$1,590.18
FF #	\$1,353.39	\$1,398.05	\$1,422.41	\$1,446.77	\$1,469.37	\$1,493.73	\$1,518.09	\$1,542.46	\$1,566.82
FF # (2ND YR)	\$1,339.03								
FF #	\$1,294.64								
FF BASIC	\$1,157.88								
PROBATIONARY FF	\$1,030.32								

Weekly

BURLINGTON FIRE DEPARTMENT

UNION PAY CHART

W/ 1.75% COLA

July 1, 2024 to June 30, 2025

TITLE	BASE	0.9320 8-10	0.9400 11-13	0.9650 14	0.9817 15-16	0.1067 17-19	0.1317 20-22	0.1567 23-25	0.1817 25+
CAPTAIN	\$1,849.18	\$1,910.20	\$1,923.15	\$1,969.36	\$2,000.26	\$2,046.49	\$2,092.72	\$2,138.95	\$2,185.18
ASST. FIRE MARSHAL	\$1,849.18	\$1,910.20	\$1,923.15	\$1,969.36	\$2,000.26	\$2,046.49	\$2,092.72	\$2,138.95	\$2,185.18
LEUTENANT	\$1,681.07	\$1,736.55	\$1,748.22	\$1,790.34	\$1,816.42	\$1,850.46	\$1,902.47	\$1,944.50	\$1,986.51

TITLE	BASE	0.923 8-10	0.951 11-13	0.969 14	0.9852 15-16	0.1037 17-19	0.1217 20-22	0.1397 23-25	0.1577 25+
FIRE INSPECTOR	\$1,618.19	\$1,671.59	\$1,700.71	\$1,729.94	\$1,756.86	\$1,795.99	\$1,815.12	\$1,844.25	\$1,873.37
SENIOR FF	\$1,541.13	\$1,591.89	\$1,619.73	\$1,647.47	\$1,673.21	\$1,700.95	\$1,728.69	\$1,756.43	\$1,784.17
FF III	\$1,467.76	\$1,516.20	\$1,542.62	\$1,569.04	\$1,593.55	\$1,619.97	\$1,646.38	\$1,672.81	\$1,699.23
FF II (2ND YR)	\$1,425.01	\$1,472.83	\$1,497.68	\$1,523.33	\$1,547.13	\$1,572.78	\$1,598.43	\$1,624.08	\$1,649.73
FF I	\$1,404.14	\$1,450.48	\$1,475.75	\$1,501.02	\$1,524.47	\$1,549.75	\$1,575.02	\$1,600.30	\$1,625.57
FF I (2ND YR)	\$1,389.24								
FF I	\$1,343.19								
FF BASIC	\$1,201.38								
PROBATIONARY FF	\$1,068.96								

APPENDIX C - SUMMARY OF HEALTHCARE BENEFITS



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

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

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

Benefit Period: January 1 through December 31

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

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

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

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

Office Visit Copayments: None

Waiting Periods:

Basic Benefits: No waiting period.

Major Benefits: No waiting period.

Dependent Age Limits:

Dependent Children are covered up to age 26.

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

Double-Up MaxSM: Not applicable

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

BENEFIT SUMMARY



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

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

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

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

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

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

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

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

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

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

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

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

Pharmacy**In-Network****Cost Share and Supply****Cigna Pharmacy Cost Share**

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

Retail (per 30-day supply):

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

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

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

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

Pharmacy Out-of-Pocket Maximum

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

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

Drugs Covered**Prescription Drug List:**

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

Some highlights:

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

Pharmacy Program Information**Pharmacy Clinical Management: Essential**

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

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

Additional Information**Case Management**

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

Comprehensive Oncology Program

- Care Management outreach
- Case Management

Included

Maximum Reimbursable Charge

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

Out-of-Network Emergency Services Charges

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

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

Additional Information

Medicare Coordination

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

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

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

Multiple Surgical Reduction

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

One Guide

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

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

In-Network: Coordinated by your physician

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

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

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

In-Network: Coordinated by your physician

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

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

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

Definitions

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

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

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

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

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

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

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

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

Exclusions

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

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

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

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

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

Exclusions

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

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

Exclusions

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

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

APPENDIX D

**BURLINGTON FIRE DEPARTMENT
PEHP Contribution per new Union Contract
INCL 3.0% COLA over FY21**

Position	FY22 Annual Contribution	FY22 Monthly	FY22 Weekly Contrib.
Basic FF	539.00	44.92	10.37
FF I/1st	629.00	52.42	12.10
FF I/2nd	629.00	52.42	12.10
FF II/1st	629.00	52.42	12.10
FF II/2nd	629.00	52.42	12.10
FF III	719.00	59.92	13.83
Senior FF	719.00	59.92	13.83
Senior FF 8 - 19 yrs	719.00	59.92	13.83
Senior FF 20+	778.00	64.83	14.96
Fire Inspector	778.00	64.83	14.96
Lieutenant 8 - 10 yr	778.00	64.83	14.96
Lieutenant 11 - 25+ yrs	838.00	69.83	16.12
Captain 8 - 10 yr	838.00	69.83	16.12
Captain & AFM 11-25 yrs	898.00	74.83	17.27
Captain over 25 yrs	958.00	79.83	18.42

**BURLINGTON FIRE DEPARTMENT
PEHP Contribution per new Union Contract
INCL 10.0% COLA over FY22**

Position	FY23 Annual Contribution	FY23 Monthly	FY23 Weekly Contrib.
Basic FF	593.00	49.42	11.40
FF I/1st	692.00	57.67	13.31
FF I/2nd	692.00	57.67	13.31
FF II/1st	692.00	57.67	13.31
FF II/2nd	692.00	57.67	13.31
FF III	791.00	65.92	15.21
Senior FF	791.00	65.92	15.21
Senior FF 8 - 19 yrs	791.00	65.92	15.21
Senior FF 20+	856.00	71.33	16.46
Fire Inspector	856.00	71.33	16.46
Lieutenant 8 - 10 yr	856.00	71.33	16.46
Lieutenant 11 - 25+ yrs	922.00	76.83	17.73
Captain 8 - 10 yr	922.00	76.83	17.73
Captain & AFM 11-25 yrs	988.00	82.33	19.00
Captain over 25 yrs	1054.00	87.83	20.27

BURLINGTON FIRE DEPARTMENT
 PEHP Contribution per new Union Contract
 INCL 5.75% COLA over FY23

Position	FY24 Annual Contribution	FY24 Monthly	FY24 Weekly Contrib.
Basic FF	628.00	52.33	12.08
FF I/1st	732.00	61.00	14.08
FF I/2nd	732.00	61.00	14.08
FF II/1st	732.00	61.00	14.08
FF II/2nd	732.00	61.00	14.08
FF III	837.00	69.75	16.10
Senior FF	837.00	69.75	16.10
Senior FF 8 - 19 yrs	837.00	69.75	16.10
Senior FF 20+	906.00	75.50	17.42
Fire Inspector	906.00	75.50	17.42
Lieutenant 8 - 10 yr	906.00	75.50	17.42
Lieutenant 11 - 25+ yrs	976.00	81.33	18.77
Captain 8 - 10 yr	976.00	81.33	18.77
Captain & AFM 11-25 yrs	1045.00	87.08	20.10
Captain over 25 yrs	1115.00	92.92	21.44

BURLINGTON FIRE DEPARTMENT
 PEHP Contribution per new Union Contract
 INCL 3.75% COLA over FY24

Position	FY25 Annual Contribution	FY25 Monthly	FY25 Weekly Contrib.
Basic FF	652.00	54.33	12.54
FF I/1st	760.00	63.33	14.62
FF I/2nd	760.00	63.33	14.62
FF II/1st	760.00	63.33	14.62
FF II/2nd	760.00	63.33	14.62
FF III	869.00	72.42	16.71
Senior FF	869.00	72.42	16.71
Senior FF 8 - 19 yrs	869.00	72.42	16.71
Senior FF 20+	940.00	78.33	18.08
Fire Inspector	940.00	78.33	18.08
Lieutenant 8 - 10 yr	940.00	78.33	18.08
Lieutenant 11 - 25+ yrs	1013.00	84.42	19.48
Captain 8 - 10 yr	1013.00	84.42	19.48
Captain & AFM 11-25 yrs	1085.00	90.42	20.87
Captain over 25 yrs	1157.00	96.42	22.25