

FY 2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF BURLINGTON, MASSACHUSETTS

AND

LOCAL 2313

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

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AGREEMENT

AGREEMENT made this 1st day of July 2013 by and between the Town of Burlington (“Employer”), as defined in Massachusetts General Laws, Chapter 150E and a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its designated exclusive representatives, the Board of Selectmen, the Town Administrator, the Town Counsel, and the Chief of the Fire Department (“Town”) and Local 2313 International Association of Firefighters, AFL-CIO (“Union”), a duly organized “employee organization”, as defined in Massachusetts General Laws, Chapter 150E.

WHEREAS, the Town and the Union are mutually desirous of establishing and maintaining amicable and harmonious labor relations which will tend to secure a living wage and improved working conditions and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties and their respective memberships; and

WHEREAS, the Town and the Union are mutually desirous of engaging in collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

ARTICLE 1. RECOGNITION AND REPRESENTATION

1:01 Pursuant to the certification of the Union by the Massachusetts Labor Relations Commission, Case No. MCR-1314, the Town hereby recognizes the Union as the certified, sole and exclusive bargaining agent and representative for all present and future members of the Fire Department of the Town of Burlington, excluding only the Chief, Assistant Chief, Civilian Dispatchers and Civilian Mechanic, if any, and further excluding all other employees of the Town of Burlington. Neither the Town nor any of its agents shall directly or indirectly discourage membership in the Union. As used in this Agreement, “Chief” shall mean the head of the Fire Department or such person acting in his place. The Union agrees that the Assistant Chief is specifically excluded from the bargaining unit and further, the bargaining unit will not petition to represent or include this position at any time in the future.

1:02 The Town shall not enter into any individual contracts with any members of the bargaining unit without prior Union approval with respect to any matter covered by this Agreement or any matter which is subject to collective bargaining under the laws of the Commonwealth of Massachusetts.

1:03 The Town shall not discriminate against, discharge, or otherwise interfere with, coerce, or restrain any employee covered by this Agreement in the exercise of his rights under this Agreement and any and all laws, state or federal, dealing with collective bargaining or protected concerted activity nor on account of his Union membership or lawful Union activity. The Union shall not discriminate against any employee by reason of non-membership in the Union. Neither the Town, nor the Union shall discriminate against any employee on the basis of race, color, sex, age, marital status, disability or political affiliation.

ARTICLE 2. PAYROLL DEDUCTIONS: UNION DUES, SERVICE FEE

2:01 Subject to the provisions of Section 2:03 below, the Town shall deduct Union dues and assessments, as the same shall from time to time be certified in writing to the Town by the Treasurer of the Union, from the wages of each member of the Union, provided, however, that no such deductions shall be made from such employees' wages except upon authorization by him/her on an appropriate form supplied by the Union and submitted to the Town. All such accounts as have been deducted hereunder shall be forthwith transmitted to the Treasurer of the Union.

2:02 The Town shall require as a condition of employment in the Fire Department of the Town of Burlington the payment by each employee in the bargaining unit who has not become a member of the Union on or before the thirty-first (31st) day following the beginning of his employment or the effective date of this Agreement, whichever is later, of a service fee to the Union, which shall be equal to the Union dues and assessments payable by members of the Union in such amounts as may from time to time be certified to the Town as set forth in Section 2:01. The Town shall deduct the service fees from non-Union member employee wages simultaneously with the deduction of Union member dues and such service fees shall be forthwith transmitted to the Treasurer of the Union.

2:03 The Town shall deduct and remit Union dues and assessments and service fees once each month. The Town shall deduct FIREPAC dues in equal installments each paycheck and remit biweekly.

2:04 No written deduction authorization, whether for Union dues or service fees, shall be revoked by any employee covered by this Agreement without first giving at least sixty (60) days' notice in writing to the Town Treasurer, with a copy thereof to the Treasurer of Local 2313.

ARTICLE 3. EMPLOYEE INFORMATION: UNION ACTIVITY

3:01 The Town shall, at its own expense, give each employee a legible copy of this Agreement, together with any and all amendments or revisions hereto, within thirty (30) days after the commencement of employment or the effective date of this Agreement, whichever is later.

3:02 The Town shall, at its own expense, provide a 4' x 6' bulletin board in each Fire House and substation in the dayroom or kitchen area thereof for the posting by the Union of information of interest to the employees. No denunciatory, inflammatory, or obscene material shall be posted on said board and, if any are posted, they may be removed by the Chief.

3:03 With the prior consent of the Chief, which consent shall not be unreasonably withheld, the Union shall have the right at all reasonable times to use any Fire House or substation for the purpose of holding Union meetings.

ARTICLE 4. DISCIPLINE

4:01 Except for the failure or refusal to pay a service fee, as provided for in Section 2:02, no employee shall be removed suspended, involuntarily transferred, fined, reduced in rank, assigned to less desirable duties, discharged, or disciplined in any manner except for just cause.

ARTICLE 5. HEALTH AND SAFETY

5:01 A committee, designated by the Union, shall meet with the Chief of the Fire Department when needed to discuss and recommend improvements in working conditions and equipment for the general health and safety of the employees, and to monitor compliance by the Town with the following Section, 5:02. No member of the committee who is off duty shall be paid for time spent in attendance at such meetings.

5:02 The Town shall provide and maintain, as a minimum and at its own expense, in each Fire House and on all equipment and apparatus, such sanitary, safety, and first-aid devices and equipment required by all local, state and federal laws, rules and regulations, as now exist or may hereafter be amended.

The Town shall cause the following equipment to be tested by an independent testing laboratory in accordance with the schedule indicated, and shall make available to the Union copies of the results of said tests:

- (a) Ladder and hydraulic systems - test biannually;
- (b) Breathing apparatus and related equipment (including air quality) - test semi-annually.
- (c) Independent Brake inspections for all vehicles, on a rotating basis – test biannually (preference will be to conduct the inspection onsite)

5:03 No Firefighter shall be compelled to operate or utilize any piece of apparatus or equipment which is unsafe, in need of substantial repair, and which would endanger the life or limb of such Firefighter by its use or operation.

5:04 The Town shall maintain all grounds outside each Fire House. So long as the Town provides the Fire Department with operable snow-removal equipment, including motorized vehicular snowplows, the Firefighters shall plow the front ramps and paved areas of each Fire House in order to ensure ingress to and egress from the Fire House. The Firefighters shall also clear all walkways into each Fire House; the Town shall supply a snow blower for this purpose. If the snowplow equipment is inoperative, the Town shall be responsible for plowing, on a top priority basis, the front ramp and all paved areas of each Fire House as aforesaid.

5:05 The Town and the Union agree to consult on all purchases of helmets, bunker gear, gloves, boots and SCBA equipment. In the event that purchases aren't mutually agreeable, this sub-article is grievable to the Step II level only.

5:06 All employees shall notify the Chief prior to reporting for duty if their driver's license is suspended or revoked. Compliance with this article shall not be grounds for discipline but failure to do so will be grounds for discipline.

5:07 Members of this union may from time to time be asked to assist the DPW with the clearing of Town owned and maintained fire hydrants. Upon request of the Town Administrator or designee, the on duty shift will be dispatched through a prioritized plan to clear snow from the Town's fire hydrants only when the following criteria are met:

- 1.) The shift staffing will be filled to the maximum and maintained until a sufficient number of the Town's hydrants are clear, as determined by the Chief;
- 2.) Upon the Chief's request crews of two (2) will be deployed using reserve apparatus and the department pick-up truck (equipped with a snow plow);
- 3.) All costs beyond shift manning shall be charged and reimbursed through the snow and ice removal budget.

ARTICLE 6. LIMITATION ON DUTIES

6:01 No employee shall be required to paint, do carpentry, plumbing, or electrical work, or perform repairs or substantial maintenance work upon the Fire House, provided, however, that all employees shall perform such sweeping and light housekeeping assignments as are necessarily incident to keeping the Fire House clean and orderly, and provided further, however, that members of the Fire Inspection Division shall coordinate such electrical work as may be necessary for the operation and maintenance of the fire alarm signal and traffic signal system in the Town of Burlington. The members of the Fire Department shall perform their normal duties to prevent, control, and extinguish fires, and other duties reasonably related thereto, including training, haz-mat prevention and control, operation of the Fire Department ambulance, dispatching duties as necessary with proper training and the daily maintenance of equipment and apparatus necessary for efficiency, safety, and cleanliness within the Department.

6:02 No employee shall be required to carry firearms in the performance of his duty.

6:03 No employee shall be required to perform the duties of a police officer.

ARTICLE 7. MANNING

7:01 There shall be a minimum of 2 officers on each shift, 1 of which shall be a Captain, for the purpose of general supervision in order to promote harmonious and efficient fire fighting, drills, training and any other matters relating to firefighting services.

7:02 Whenever a vacancy, whether temporary or permanent, is filled, it shall be filled with a permanent, full-time Fire Department employee on a firefighter-for-firefighter, officer-for-officer basis.

7:03 The Town shall neither use nor employ the service of any temporary, part-time, or call firefighter without the prior express written approval of the Union on each such occasion.

7:04 No employee of the Fire Inspection Division or Training Division shall be used to fill a vacancy on an undermanned shift when such employee is working his normal shift, except in an emergency declared by the Chief or Senior Command Officer.

ARTICLE 8. FILLING OF VACANCIES

8:01 The Town shall anticipate and plan for filling all vacancies in the work force and work shifts. Whenever a vacancy occurs, the Town shall, within two (2) days of such occurrence, post a notice of the existence of a vacancy in a conspicuous place in each Fire House. Vacancies shall be filled in accordance with the rights, responsibilities and procedures of G.L. c. 31 if applicable to such vacancy. New hires who possess EMT certification, or who must get certification as a condition of employment, must maintain certification for the duration of his or her employment. The senior 10% of all members of the firefighting force may be permitted to drop certification.

8:02 All employees of appropriate rank desiring to fill a vacated position shall submit their application in writing to the Chief not later than midnight (12:00 AM) of the fourth day following the posting of the vacancy as required by Section 8:01 hereof. The Town shall, with five (5) days after such initial posting, award the position to the most senior person of appropriate rank and qualifications who has made timely application. Once the most senior member of appropriate rank has applied, he/she shall be awarded the position immediately. It is specifically agreed that final disposition relative to any vacancy that may occur will be withheld until proper consideration can be given to those eligible employees who may be on authorized absence from duty at the time of the occurrence of such vacancy. Any vacancy that remains unfilled after initial posting shall be reposted fourteen (14) days prior to the vacancy being filled

permanently by either a new hire or a new promotion. A vacancy shall be filled in accordance with the rights, responsibilities and procedures of G.L.c.31 if applicable to such vacancy; otherwise, such vacancy shall be filled pursuant to this Article. Junior members will not be reassigned until all vacancies are bid and awarded unless there are significant financial benefits that would be lost.

8:03 In the event there exists no employee of appropriate rank and qualifications, or no employee of appropriate rank and qualifications desires to fill the vacancy, the Town shall, on the sixth (6th) day following the posting of the vacancy, request the Division of Civil Service to certify the necessary names to fill such vacancy, and within thirty (30) days of its receipt of such list, the Town shall select from the three most senior persons on the list a person to fill the vacancy. The Town shall promptly furnish the Union with a true and legible copy of the request and the reply from the Division of the Civil Service.

8:04 The Town shall request the Division of Civil Service to conduct a promotional examination for each rank every two (2) years to establish an eligible list to fill vacancies as they occur. The Town shall furnish to the Union a true copy of the request and the reply for the Division of Civil Service; no firefighter shall be eligible for initial promotion until the completion of his/her fifth year if allowed by M.G.L.

8:05 A temporary promotion shall be made when a vacancy will be ninety (90) days or more. The Town shall call for the appropriate promotional list within thirty (30) days of the first vacant shift and a temporary promotion shall be made within thirty (30) days of receipt of such list. When no list is available for promotion, the Town shall activate the most recent expired list first and then seniority to make a temporary promotion.

8:06 Firefighters being promoted to Fire Lieutenant shall obtain Fire Instructor I within one year of appointment and Fire Officer I within two years of appointment. Fire Lieutenants being promoted to Fire Captain shall obtain Fire Instructor I within one year of appointment and Fire Officer II within two years of appointment. The Fire Prevention Captain and Lieutenant shall also obtain Fire Inspector I within one year of being appointed to the office.

The Fire Training Captain shall also obtain Fire Instructor II within one year of appointment and Incident Safety Officer within two years of appointment. All certification shall be through the Massachusetts Firefighting Academy or equivalent, subject to the National Board of Fire Service Professional Qualifications. Although a member shall strive to take an exam or class at the earliest date possible, no member shall be penalized if an exam or class is not offered within the allotted time period. In the event that a member does not obtain certification within the allotted time, with consideration given to the aforementioned schedule of exams or class offerings, he/she shall be subject to removal from said position. Compensatory time shall be awarded for all department mandated exams.

Supporting books or other media for the exams listed above shall be supplied by the Fire Department. The books or media shall be available for the members to borrow to study at home and for use in class but shall remain Department property. It shall be returned in good condition. If items are either lost or not returned in good condition the member shall replace them at his/her expense. This schedule is intended to have the promoted member to obtain the required certification in as timely a manner as possible. It is agreed that any variation from the schedule is dependent upon the member's current certifications, the certification prerequisites and any other reasonable circumstances.

Members promoted to the positions listed shall be expected to attend the classes that support the required certification for the position to which they are promoted. All classes shall be through the Massachusetts Firefighting Academy or equivalent, subject to the National Board of Fire Service Professional Qualifications. Such members will be afforded time off from duty to attend such classes. Compensatory time shall be provided for any required off-duty classroom attendance.

The following table denotes certifications required and/or desired for each position:

	Firefighter	Lieutenant	Captain	Fire Prevention Lt	Fire Prevention Cpt.	Training Captain
Firefighter I/II	X	X	X	X	X	X
Fire Instructor I		X	X	X	X	X
Fire Officer I		X	X	X	X	X
Fire Officer II			X		X	X
Fire Instructor II						X
Fire Inspector I				X	X	
Fire Inspector II					X*	
Fire Investigator				X*	X*	
Incident Safety	X*	X*	X*	X*	X*	X

* Denotes suggestions, but not requirements (Incumbents as of July 1, 2011 will be grandfathered)

ARTICLE 9. REGULAR WORKING HOURS

9:01 Fire Inspection Division members shall work ten (10) hours per day (0700-1700 hours), four (4) days per week averaging 40 hours of work per week. One division member shall work Monday through Thursday and the other member Tuesday through Friday. Members shall be required to return to work after the monthly Fire Prevention Meetings. Off-site training shall be only one Officer at a time and training will not be approved when only one Officer is scheduled on duty, unless approved by the Fire Chief.

9:01(a) The Training/Communications Captain shall work 10 (ten) hours per day, 4 (four) days per week, Tuesday through Friday averaging 40 hours of work per week, with temporary modifications agreed upon between the Chief and the Training Captain. On weeks where a holiday falls on a Monday the schedule shall be Tuesday-Friday.

9:02 On-duty Firefighters shall be expected to eat their meals at the Fire Station.

9:03 The members of the Firefighting force shall work a 24-hour shift schedule (1-2-1-4), averaging 42 hours of work per week. Shifts will start and end at 07:00.

9:04 All hours, or parts thereof, worked outside of the regular working hours and tours of duty, as set forth above, shall be deemed to be overtime.

9:05 Firefighters cannot accept more than 48 consecutive hours of duty.

9:06 Firefighters working more than 24 consecutive hours shall be given a reasonable amount of time in-house for maintaining proper personal hygiene, while remaining on duty.

ARTICLE 10. SUBSTITUTIONS

10:01 Any employee shall be granted a special leave of duty, without loss of pay, benefits, or seniority, for any tour of duty on which he is able to secure another employee to work in his place, provided:

- (a) Such substitution does not impose any additional cost to the Town.
- (b) Such substitutions are within classification (i.e. firefighter for firefighter; officer for officer);
- (c) The employees involved are held responsible for all agreements made.

- (d) That no employee shall exceed twenty (20) such substitutions per year without approval of the Chief, which approval shall not be unreasonably withheld.
- (e) That no employee shall exceed eight (8) consecutive such substitutions without approval of the Chief, which approval shall not be unreasonably withheld.
- (f) No employee of the Fire Inspection Division shall exceed 7.5 (seven and one-half) swaps annually.

A tour of duty for purposes of this article shall be defined as the period from either 07:00-17:00 or 17:00-07:00.

ARTICLE 11. HOLIDAYS

11:01 The following days shall be considered paid holidays under the terms of this Agreement:

New Year's Day	Labor Day
President's Day	Columbus Day
Veteran's Day	Patriot's Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Martin Luther King Day	The Day after Thanksgiving

11:02 For each paid holiday, employees shall receive, in addition to their regular weekly compensation, holiday day computed at one-fourth (1/4th) of the regular weekly compensation for each holiday.

11:03 Each employee shall be paid his then accumulated holiday pay on the first pay period in June and the first pay period in December.

11:04 Compensation paid to the employees for holidays shall be included as regular compensation for deduction purposes toward retirement.

11:05 In the event that during the term of this Agreement, there is designated as a holiday by any Massachusetts or federal statute or Executive Order a day that does not appear in Section 11:01 above, then such newly designated day shall be added automatically to the list of paid holidays granted in said Section 11:01.

11:06 An employee will not be compensated for a holiday in which he/she uses unexcused sick time.

ARTICLE 12. VACATIONS

12:01 As used in this Article, a "day" or "vacation day" shall mean one 12-hour period.

12:02 All employees may be given the opportunity to take at least two (2) weeks of their respective vacations between July 1st and September 7th, contingent upon seniority of the employee requesting the vacation time. Vacation leave shall not exceed eight (8) personnel on vacation leave, with no more than two (2) officers and six (6) firefighters at any time throughout the year. Additional vacation leave, with the consent of the Chief, which consent will not be unreasonably withheld, may be taken at any time during the calendar year. An employee shall be deemed eligible for and entitled to vacation as of the first day of each calendar year. Upon separation from employment with the Town, a reconciliation of vacation time earned and used shall be made according to the person's date of hire.

12:02(a) Upon the execution of the 2005-2007 CBA, the conversion of accrued time to an hours-based system occurred, the Town averaged the days to nights ratio of vacation time to an even 12 hours, in consideration of the 10 & 14 hour schedules respectively.

12:03 The previous practice of allowing an employee to take less than his/her full vacation at one time, whether in single days or groups of days, shall be continued.

12:04 Any unused vacation time shall, at the option of the employee, be allowed to accumulate and fifty percent (50%) of the total accumulated vacation time will be allowed to be carried forward for use in the next calendar year, or shall be paid for by the Town with the last paycheck payable to the employee in the calendar year in which the unused vacation time, including accumulations, was scheduled to be taken. Effective January 1, 2012 the Town shall buy back a maximum of 96 vacation hours in a calendar year. Any unused vacation time above these maximums shall be forfeited. If a Firefighter is absent for more than 60 calendar days due to personal illness or IOD, he/she shall be permitted to buy back up to their annual vacation allotment in a prorated fashion.

12:05 If any employee, because of illness or accident, is unable to begin his/her vacation as scheduled, the employee may so notify the Chief and his status shall be changed from absent on vacation to absent on sick leave.

12:06 All employees shall be granted paid vacations in accordance with the following schedule:

12:07 Vacation leave must be requested at least 24-hours in advance, and must be taken in 10 or 14 hour increments. If the use of a vacation day/night does not cause overtime the employee may call out one hour before the beginning of that shift.

<u>Employee Employed</u>	<u>Vacation Days</u>
More than six months, but less than one year	5
One year, but less than five years	10
Five years, but less than ten years	15
Ten years, but less than fifteen years	20
Fifteen years or more	25

ARTICLE 13. WAGES AND DIFFERENTIALS

The wages and differentials applicable to the employees covered by this Agreement shall be as set forth in Appendix A, attached hereto, and expressly made part hereof.

ARTICLE 14. WORK OUT OF GRADE

Whenever an employee is required to perform the work of an employee of higher rank, such employee's compensation shall, for so long as he/she performs such work, be computed as if such employee regularly received the rate of compensation applicable to the higher ranked employee. This provision shall apply to all such work performed, whether performed during regular or overtime working hours.

ARTICLE 15. OVERTIME: PAYMENT AND DISTRIBUTION

15:01 All overtime shall be paid at the rate of one and one-half (1.5) times an employee's average straight time hourly rate. The average straight time hourly rate shall be computed as 1/42 times the average weekly wage.

15:02 The Union shall develop a system for the equitable and fair distribution of overtime. The Union shall operate and enforce this system and provide the Town a copy of said system as soon as practicable after any change in said system.

15:03 The Union shall maintain overtime lists and shall supply the Chief with a copy upon request.

15:04 The overtime list shall be kept available at Headquarters at all times for inspection by an employee on the shift.

15:05 All overtime assignments shall, whenever practicable, be filled by permanent full-time members of the Fire Department, on an officer-for-officer, firefighter-for-firefighter basis.

It is understood that the removal of the language found in article 15:02 and 15:04 of the 2005-2007 contract is for the purpose of a fluid transition into the 24-hour shift schedule. The Town reserves the right to revisit these changes upon the expiration of this collective bargaining agreement.

ARTICLE 16. CALL BACK AND HOLD OVERTIME

16:01 Any employee called back to work before his/her next regularly scheduled tour of duty shall be paid at his applicable overtime rate of pay for all hours worked, with a guaranteed minimum of three (3) hours. Call back overtime hours shall be tabulated to the next half-hour.

16:02 In cases of emergencies, including, without limitations, fires, storms and disturbances or demonstrations, etc. during which an employee is not relieved upon the expiration of his/her tour of duty, dismissed from his/her shift or otherwise ordered to go off duty, such employee shall remain on duty and shall be paid at his/her applicable overtime rate for all hours worked, with a guaranteed minimum of one (1) hour, tabulated to the next half-hour.

16:03 Any employee who attends any official department meeting or training outside of his/her regular scheduled tour of duty shall be paid his/her applicable overtime rate of pay for a minimum of three hours. When any such meeting or training is conducted immediately following a member's tour of duty, they shall be considered relieved of duty at the end of such tour and the meeting shall be considered a call back to work.

ARTICLE 17. SPECIAL DETAILS

17:01 "Special Details" shall be deemed to include all duties or assignments outside of the regularly scheduled daily routine, and shall expressly include, without limitation, all burning details, standby details, fire watch details, private party details, and fireworks and blasting details. Whenever a detail is to be paid for by the Town, the Chief shall determine whether or not said detail is a special detail within the meaning of this Article 17.

17:02 Notwithstanding anything in this Agreement to the contrary, no employee who is working a regular tour of duty shall be assigned to a special detail.

17:03 All employees assigned to a special detail shall be guaranteed a minimum of four (4) hours compensation at the applicable rate. After the first four hours for non-Town details, the minimum becomes eight hours at the applicable rate. After eight hours for non-Town details, the rate becomes time and one half of the applicable rate.

17:04 When more than four (4) employees are assigned to a detail, one (1) will be an officer, paid an additional \$9.00 per hour.

17:05 Special Details shall be paid at \$46.00 per hour effective 30 days after ratification.

* All Special Details worked between 24:00 hrs. Friday and 07:00 Monday shall be paid at one and one half (1 ½) times the applicable rate.

* All Special Details worked on any holiday, as set forth in Article II shall be paid at a rate of two (2) times the applicable rate except for New Years Day, Independence Day, Thanksgiving and Christmas which shall be paid at two and one half (2 ½) times the applicable rate.

* All Special Details worked for the Town shall be paid at a rate of \$38.00 per hour effective 30 days after ratification. The Town shall not pay the premium rates on weekends or holidays as set forth above.

* Any detail performed after 18:00 or before 06:00 shall be paid at time and one quarter (1 ¼) of the applicable rate. This shall be for private details only. Town details performed during these hours shall be at the prevailing Town Detail Rate.

* There shall be a \$1.00 per hour surcharge for the purpose of establishing a detail account.

* All details shall be paid on the fifth pay period following the date worked.

* Detail rate will be paid for all hours of dispatching duty outside of a regular shift at either the Town detail rate or the overtime rate for the highest Dispatcher salary step, whichever is higher.

ARTICLE 18. EDUCATIONAL PROGRAM

18:01 The Town shall pay the cost (up to a maximum amount of \$12,000 annually of all tuition, books, and fees for all courses taken by employees with the prior approval of the Chief in the field of Fire Science, Emergency Medical Training, or other job-related subjects¹. Reimbursement for tuition, books and fees shall be made upon successful completion.

18:02 All permanent members of the Fire Department shall receive remuneration in addition to their annual salary for academic achievement in the Fire Science field, only at the university level at a regionally accredited² college or university, or any institution recognized under CHEA. The academic work must be officially recorded in the records of the college or university concerned, and the Chief of the Fire Department must receive an official transcript of the member's academic record from the college or university at which the academic work has been completed before said remuneration can become effective. The remuneration shall be provided to eligible members in accordance with the following schedule:

¹ The degree fields which will be accepted for tuition reimbursement under this section will be Emergency Medical Services (EMS such as leading to EMT & paramedic certification & professionalism, etc.), Emergency Management, Public Administration, & Fire Science or Management. Employees holding Criminal Justice degrees prior to July 1, 2009 should be included in this section, recognizing the cross over curriculum of the public safety disciplines and its value to the fire service. Future employees entering the Town's employ with a Criminal Justice degree must provide a syllabus or abstract from the degree-granting institution for each public safety related course. After considering same, the Chief will determine, using consistent criteria evaluation methods, if the degree qualifies under this section.

² The term "regionally accredited" shall apply to any degree granting institution (including online institutions) that has undergone a process of accreditation from one of the regionally or nationally acknowledged accrediting agencies across the United States.

	7/1/13	7/1/14	7/1/15
Bachelor's* / Master's Degree	\$4,000	\$4,100	\$4,200
Associate Degree* plus 30 credits	\$3,200	\$3,300	\$3,400
Associate Degree*	\$2,600	\$2,700	\$2,700
30 Credits	\$1,500	\$1,600	\$1,600

** or equivalent undergraduate credits*

Educational stipends will be paid after July 1st and no later than August 10th of each year.

18:03 All registered Emergency Medical Technicians (EMTs), including consideration of the requirement for EMD certification, shall be granted additional compensation of \$1,750 annually for all years of the Contract. In addition, employees certified in advanced skills shall be additionally compensated according to the following schedule: CPR Stipend at \$250 per year with a maximum of 25 instructors.

The Town and the Union agree to hire a detail of one (1) CPR Instructor for the first six (6) students signed up for each of ten (10) classes per year. Any additional students (7-13) will have the assistance of one or more on-duty CPR Instructors. The detail instructor will be paid at the prevailing Town Detail Rate. The intent of this provision is to ensure continuity of instruction throughout the CPR instruction period even when on-duty instructors are called out for incidents.

18:04 The Town shall, at its own expense, annually provide a DOT/OEMS approved EMT Refresher Course to each member of the bargaining unit.

18:05 The costs of EMT certification and rectification courses and materials shall be paid for by the Town.

18:06 The Town and the Union agree to re-open this sub-article if the legislature passes an educational incentive program for firefighters.

ARTICLE 19. UNION BUSINESS LEAVE

19:01 The officers of the Union and such employees as may from time to time be designated by the union as members of the Collective Bargaining Negotiating Team, members of the Grievance Committee, and members of Special Committees, shall be allowed reasonable time off for official union business, negotiations, and conferences with the Town Selectmen, the Town Administrator, the Chief of the Fire Department, or their respective duly designated representatives, or others as provided for in the grievance procedure, without loss of pay, benefits, or seniority, and without being required to make up said loss of time. In conducting union business as aforesaid, no employee shall be allowed to leave the premises of the Fire Station without the prior approval of the Chief, Shift Commander or their designees.

19:02 The Town shall grant the necessary time off without loss of pay, benefits, or seniority, and without being required to make up said loss of time of those employees designated by the Chief to attend the following events:

- a) Monthly Fire Prevention Association Meetings - two (2) delegates.
- b) Any official PFFM/IAFF meeting, seminar or convention; 2 delegates not to exceed 25 days per year total. Any unused time up to 50% may be carried to the next Contract year.

- c) Monthly Fire Instructor's Meetings, two (2) delegates. At no time shall the second delegate create an overtime expense to the Town.

In consideration of granting time off under this Article, there shall be no requirement that the Town fill any vacancy caused by such absence.

ARTICLE 20. FUNERAL LEAVE

20:01 In the event of a death in the immediate family of an employee, such employee shall be granted a minimum of four (4) consecutive calendar days off, and three (3) consecutive calendar days off for other family members, without loss of pay, benefits or seniority. "Immediate family" shall be deemed to include the employee's spouse, the employee's/spouse's parents, and all children. "Other family members" shall be deemed to include the employee's/spouse's grandparents, sisters, brothers, uncles, aunts, first cousins, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, and any other person residing in the employee's household at the time of death. Notwithstanding anything herein to the contrary, the funeral leave referred to herein shall be taken during the five-day period extending from two (2) days before the day of the funeral to two (2) days after the day of the funeral.

20:02 With the prior consent of the Chief, the Town shall grant to such employees as may be designated by the Union, such time off, without loss of pay, benefits or seniority, as may be necessary for such designated employees to attend the funeral of any firefighter, from any jurisdiction, who dies in the line of duty.

20:03 In the event of the death of an employee's niece or nephew, the employee shall, with the prior consent of the Chief, be granted a reasonable time off, without loss of pay, benefits or seniority to attend the funeral of the decedent.

ARTICLE 21. FAMILY MEDICAL LEAVE

21:01 Employees shall be eligible for paid Family Medical Leave under the following conditions: Submission of proper application and available accrued leave. (Vacation, personal, compensatory and sick.) An employee having more than (15) fifteen sick days may use sick leave for paid Family Medical Leave for a maximum of two consecutive weeks (8 shifts) for suppression personnel, and eight shifts for day personnel. Employees using accrued leave for paid Family Medical Leave shall not let his/her accrued sick leave fall below fifteen days. In the event that additional leave is necessary, beyond the two weeks, the employee must use other accrued leave at least 50% of the time.

21:02 If an employee having fifteen (15) or fewer sick days exhausts all of his/her other accumulated leave benefits (vacation, compensatory time and personal time), he/she may request the Chief and through him/her the Town Administrator to use his/her remaining sick days to continue being paid during an approved Family Medical Leave, and such approval shall not be unreasonably denied.

ARTICLE 22. COURT TIME

22:01 Any employee who is required during his/her off-duty hours to appear before any federal, state, or local agency, authority, or tribunal for the purpose of giving information acquired by him/her in the course of the performance of his/her duties as an employee of the Burlington Fire Department, shall be paid at the employee's applicable overtime rate, with a guaranteed minimum of four (4) hours.

22:02 Any employee who is summoned and reports for jury duty shall be compensated at his/her regular applicable rate of pay by the Town for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work, less jury fees, if any, received by the employee.

ARTICLE 23. CLOTHING ALLOWANCE

23:01 All protective clothing and equipment, now or hereafter required by any state or federal law or regulation, including, without limitation, helmets, canvas coats, night hitches, boots, cowhide gloves, winter mittens, badges, shield, and masks, shall be furnished to each employee and maintained, repaired, or replaced by the Town solely at the Town's expense, but no clothing or equipment shall be issued to any employee except upon the return of the same clothing or equipment previously issued, or showing why such return is impossible.

23:02 The Chief shall allow each uniformed member of the Burlington Fire Department an annual work clothing allowance of \$1,200. This clothing allowance shall be paid to employees in two equal installments, one in the first pay period in October and one in the first pay period in April. Any employee on occupational sick leave or non-occupational sick leave for more than thirty (30) consecutive working tours in the Contract year shall receive their then unused annual clothing allowance on a pro-rated basis.

Any employee who leaves Town employment will have their final year's clothing allowance prorated. Clothing allowance that may have been overpaid will be settled in the employee's final paycheck.

23:03 Each new member shall receive a dress uniform from the Town. This uniform shall consist of:

- 1 Blazer
- 1 Pair Dress Pants
- 1 Dress Shirt
- 1 Hat
- 1 Tie
- 1 Pair Dress Shoes
- 1 Overcoat

This uniform shall be ordered within thirty (30) days of completion of the Fire Academy.

23:04 The Town shall replace, at its sole cost and expense, any Firefighter's clothing or equipment, including, without limitation, personal items such as eyeglasses, contact lenses, dentures, watches and other personal items of a substantially similar nature, which may be damaged beyond reasonable use or destroyed in the line of duty. Notwithstanding anything to the contrary, the Town shall not be required to replace dress uniforms except for such employees who are normally required to wear such uniforms on duty.

23:05 The Town shall provide and maintain, at its sole cost and expense, lightweight but thermally adequate nylon water-repellent winter parkas for each permanently assigned Firefighter/Ambulance Attendant.

23:06 The Town and Union agree to establish a Uniform Committee to consult with the Chief in developing and making changes to a Uniform Policy, with such changes remaining to the discretion of the Chief. In the event that decisions are not mutually agreeable, this sub-article is grievable to the Step II level only.

ARTICLE 24. LONGEVITY

24:01 In addition to step-rate increases or promotional increases, all employees hired prior to July 1, 1983 shall receive longevity increases above their respective base compensation rate then in effect, in accordance with the following table:

<u>Years of Employment</u>	<u>Longevity Increments</u>
5	3%
10	6%
15	9%
20	12%
25	15%
30	18%

In addition to step-rate increases or promotional increases, all employees hired on or after July 1, 1983 shall receive longevity increases above their respective base compensation rate then in effect, in accordance with the following table:

<u>Years of Employment</u>	<u>Longevity Increments</u>
5	\$ 570
10	\$1,140
15	\$1,710
20	\$2,280
25	\$2,850
30	\$3,420

24:02 Longevity increases shall in no way be considered as part of the employee's base compensation for Civil Service purposes or for determining compliance with statutory minimum wages, provided, however, that such longevity increases shall be included as an integral part of an employee's total compensation rate in determining any or all rights under the Middlesex Retirement System.

ARTICLE 25. LEAVE OF ABSENCE PAY

Any employee shall, upon his/her request, and with the approval of the Chief and the Town Administrator, which approval will not be unreasonably withheld, be granted leave of absence without pay in accordance with Massachusetts General Law c. 31, s. 37. Upon expiration of an approved leave of absence, or sooner if he/she so wishes, the employee shall be reinstated in the position which he/she held at the time such leave was granted.

ARTICLE 26. DEATH IN THE LINE OF DUTY

26:01 If any employee, as a the result of an accident while responding to or returning from an alarm of fire or any emergency, or as the result of an accident involving a fire department vehicle which the employee is operating or in which he/she is riding, or while at the scene of a fire or any emergency, or otherwise in the performance of his/her duties, dies, is killed, or sustains injuries which result in his/her death, there shall be paid to the widow/widower of such employee until her/his remarriage or for a period of twenty (20) years, whichever first occurs, an annual amount of pension which shall be equal to the amount of salary which would have been paid to such employee had he/she continued in service in the position held by him/her at the time of his/her death.

26:02 For purposes of Section 26:01 hereof, the amount of pension immediately payable shall be equal to the maximum salary set for the deceased employee's position, whether or not such employee had reached the maximum at the time of his/her death.

26:03 The pension provided for in Sections 26:01 and 26:02 above shall be in addition to, and not in lieu of, any other payments, whether from life insurance, accidental death insurance, or otherwise, payable by or on behalf of the Town to the employee's widow, estate, or other representatives.

26:04 In addition to, and not in lieu of, any other benefit or payment payable by or on behalf of the Town with regard to an employee killed under circumstances set forth in Section 26:01 hereof, above, the Town shall pay the reasonable funeral and burial expenses incurred with respect to such deceased employee.

26:05 If it shall hereafter become lawful for the Town to do so, the Town shall, for each employee covered by this Agreement, apply for, maintain, and pay 99% of the premium payable for the maximum amount of group accidental death and dismemberment insurance which could be purchased by a municipal employer which has accepted all of the relevant statutory provisions necessary to effectuate such maximum coverage with respect to the Town's firefighters and police officers. The employees shall pay 1% of the required premiums.

26:06 If it shall hereafter become lawful for the Town to do so, upon the death of an employee while in the performance of his duties, all health insurance coverage shall be continued for such employee's spouse and his dependents and the Town shall pay 99% of the premium therefore. The employee's spouse, or his dependents, as the case may be, shall pay 1% of such premiums.

ARTICLE 27. HEALTH AND ACCIDENT INSURANCE

27:01 The Town shall continue the Health Insurance and other coverages currently in place. The Town shall offer a minimum of two HMO plans for the member's selection. The Union will not require the Town to offer an indemnity plan. The Town agrees to offer individual or family coverage to employees with the Town contributing 70% and the employee contributing 30% for the HMO plans.

For the period beginning January 1, 2016 and expiring on June 30, 2017, individual or family coverage to non-Medicare eligible retirees with the Town contributing 70% and the non-Medicare eligible retiree contributing 30% for the HMO plans.

For the period beginning January 1, 2016 and expiring on June 30, 2017, employees and non-Medicare eligible retirees are eligible to enroll in the following plans (coverages for the plans below are listed in Appendix B):

- Network Blue New England Deductible (HMO Plan)
- Harvard Pilgrim Best Buy HMO (HMO Plan)

For the period beginning January 1, 2016 and expiring on June 30, 2017, the Network Blue New England Deductible and the Harvard Pilgrim Best Buy HMO plans require a \$1,000 per individual deductible and a \$2,000 per family deductible per calendar year. For the period beginning January 1, 2016 and expiring on June 30, 2017, the Town will reimburse employees and retirees for the first 50% of their deductible: \$500 for employees and retirees with individual coverage and \$1,000 for employees and retirees with family coverage. Reimbursement pertains to the BCBS and Harvard Pilgrim Deductible Plans only.

The Town of Burlington has accepted Section 18 of G. L. c. 32B and Medicare eligible retirees are required to enroll in Medicare. For the period beginning January 1, 2016 and expiring on June 30, 2017, for Medicare eligible retirees enrolled in Medicare Supplement Plans as of June 30, 2006, the Town contributes 90% and the Medicare eligible retiree contributes 10% of the Medicare Supplement Plan. For the period beginning January 1, 2016 and expiring on December 31, 2017, for Medicare eligible retirees

enrolled in Medicare Supplement Plans after June 30, 2006, the Town contributes 80% and the Medicare eligible employee contributes 20% of the Medicare Supplement Plan. The current plan design and co-payment structure shall continue until any changes are collectively bargained.

27:02 The Town shall offer a Flexible Benefit Plan to all qualified members effective January 1, 2008.

ARTICLE 28. OCCUPATIONAL SICK LEAVE

28:01 Occupational sick leave shall be available to employees in accordance with the provisions of Massachusetts General Laws, c.41s.111F, as amended from time to time. Notwithstanding anything to the contrary, any employee out on occupational sick leave shall be entitled thereto without loss and with full accrual of all wages, benefits, and seniority excepting vacation time and sick time shall cease to accrue after one (1) calendar year of continuous absence, and the pro-ration of clothing allowance as set forth in Article 23, Section 23:02, supra. A return of less than 48 hours does not constitute a break in absence.

ARTICLE 29. NON-OCCUPATIONAL SICK LEAVE/PERSONAL DAYS

29:01 Non-occupational sick leave shall be granted in accordance with the provisions hereof, without loss of pay, benefits or seniority to each employee for sickness or injury sustained by an employee other than in the performance of his/her duty. Effective July 1, 2012, any employee who does not take a non-occupational sick day for six (6) consecutive months in a fiscal year shall receive twelve (12) hours additional personal time not charged against the employee's sick leave allowance. In no case may any employee receive more than twelve (12) additional personal/sick hours in that fiscal year. Effective July 1, 2008 employees shall receive thirty (30) hours of personal time, not charged against sick leave, to be used throughout the fiscal year, as they are non-cumulative. Any balance of personal time remaining may be combined with compensatory hours to exhaust the balance by the end of the fiscal year. Personal leave hours shall be credited annually on July 1st. Employees shall not be reimbursed at termination of employment or retirement for unused personal hours.

29:02 All employees will be credited with fifteen (15) hours of sick leave after each month of service.

29:03 Each employee hired prior to July 1, 1989 shall be credited with all sick leave accumulated to that date.

29:04 All unused non-occupational sick leave in each contract year shall be allowed to accumulate without limit.

29:05 For all members as of January 1, 2005: Upon the death, retirement or resignation of employment after 15 (fifteen) years of service of an employee, the employee or in the event of death, his/her estate shall receive within 30 (thirty) days, a lump sum payment of up to a maximum of 1,800 hours of accumulated sick leave at his/her applicable rate of compensation per hour. For all employees hired after January 1, 2005 the maximum compensation shall be 1,200 hours of non-occupational sick leave.

29:05(a) The above buyback shall only be paid upon retirement if the employee provides adequate notice as follows:

Full buyback with 12 months' retirement notice
50% of buyback with 6 months' retirement notice

The Town Administrator may waive the requirement to provide 6 months' notice of retirement if extenuating circumstances exist.

29:06 In the event that an employee is out on non-occupational sick leave for at least forty eight (48) consecutive hours of duty, the Town may, at its expense, require such employee to furnish a doctor's certificate from a physician or facility mutually agreeable to both the Town and the employee, attesting to said employee's illness or injury.

29:07 Any and all sick hours used shall be charged against a member's sick leave balance.

29:08 Whenever in the judgment of the Chief, an employee is developing a pattern of sick leave abuse, the Chief shall promptly investigate the matter and take appropriate action which shall include the following in a formula of progressive discipline:

1. Oral reprimand;
2. Written reprimand;
3. Forfeiture of up to seventy two (72) hours of vacation in progressive twenty four (24) hour increments;
4. Forfeiture of Holiday Pay in increments of ¼ of the annual amount (equal to 36 hours)

29:09 All members of the Union shall certify their use of leave time by completing a request form at their earliest convenience.

29:10 In any fiscal year, all members shall be allowed the use of thirty (30) hours of Family Illness hours for any illness/injury involving an immediate family member. Said time will be deducted from a positive balance of accumulated sick hours. The use of Family Illness time shall not be cause for scrutiny under the sick leave abuse language of this agreement unless family illness time is used on a holiday in which case the leave will necessitate a note from a medical professional attesting to the illness/injury of the family member.

ARTICLE 30. EMPLOYEE INDEMNIFICATION

The Town shall indemnify and hold harmless each employee, or in the event of the death of such employee, his/her estate, for all his/her reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses incurred in connection with or arising out of the performance of his/her duties as an employee of the Fire Department of the Town of Burlington, and for all expenses and damages incurred by such employee in the defense or settlement of any action brought or claim made against him/her for any act, whether by commission or omission done by him/her while performing his/her duties as an employee of the Fire Department of the Town of Burlington, including, without limitation, all overtime and special detail assignments. The Town shall, at its own expense, assign its Town Counsel, or any other attorney employed for the purpose, to undertake on behalf of the employee the defense or settlement of any such action or claim. This indemnification is in addition to, and not in lieu of, any insurance that the Town may now or hereafter purchase to cover the public liability of the employees covered by this Agreement.

ARTICLE 31. SENIORITY

31:01 Seniority shall be based upon the length of time a person has held his/her rank or classification. If two or more employees were appointed or promoted to a position at the same time, then the seniority of the particular employees involved shall be determined by the length of time a man/woman has been a permanent member of the Fire Department.

ARTICLE 32. MANAGEMENT RIGHTS

32.01 This Agreement has not been designed to violate any federal, state, county, or municipal law.

32.02 Except to the extent affected by this Agreement, the Town shall have the sole right and responsibility to determine and prescribe the methods and means by which the operation of the Fire Department shall be conducted and to hire, lay off, promote, transfer, assign, discipline, discharge, require the observance of reasonable Fire Department rules and regulations, and determine and maintain equitable standards of performance and efficiency.

ARTICLE 33. GRIEVANCE PROCEDURE

33:01 The Union shall have the right to present a grievance directly, in its own name, in addition to its right to present a grievance on behalf of one or more of the employees. Any employee may present a grievance to the Town, in accordance with the procedure herein set forth, and have such grievance heard without intervention by the Union, provided, however, that the Town shall immediately notify the Union in writing of the filing of a grievance by any such employee and the Union shall have been afforded a reasonable opportunity to be present at all meetings concerning said grievance, and provided, further, that any adjustment made upon such grievance shall not be inconsistent with the terms of the Collective Bargaining Agreement then in effect between the Town and the Union.

33:02 Any complaint, dispute, or controversy of any kind which arises between one or more employees and the Town or its agents, or between the Union and the Town or its agents, with respect to the circumstances and conditions which concern the working relationship of the employees in the Burlington Fire Department under the provisions of the Agreement and all applicable laws, rules and regulations not in conflict herewith, including without limitation, all issues concerning working conditions, hours of work, wages, fringe benefits, and standards of productivity and performance, shall be processed as a grievance under the following procedures:

Step 1: The Union shall present the grievance in writing on a form approved by the Union, to the Chief of the Fire Department, who shall acknowledge receipt of same in writing, and who shall then meet with the Grievance Committee within forty-eight (48) hours thereafter (exclusive of Saturdays, Sundays, and holidays) to discuss and attempt to adjust the grievance. In the event the grievance is not adjusted to the mutual satisfaction of the Union and the Chief with five (5) calendar days after its presentation to the Chief, the grievance may, within fourteen (14) calendar days after the date of presentation to the Chief, be presented to the Town Administrator, who shall acknowledge receipt of same in writing.

Step 2: Within seven (7) calendar days after the presentation of the grievance to the Town Administrator, the Town Administrator or designee shall meet with the Grievance Committee to discuss and attempt to adjust the grievance. In the event that the grievance is not adjusted to the mutual satisfaction of the Union and the Town Administrator within seven (7) days after its presentation to the Town Administrator, the grievance may, within thirty (30) calendar days after its presentation to the Town Administrator, be submitted to final and binding arbitration in accordance with the provision of Article 34 hereof.

A grievance may initially be presented at the Step 2 level, if the grievance was initiated at a level above the Chief's purview.

33:03 All time limitations established by this Article may be extended by mutual agreement of the parties involved.

33:04 Any grievance not taken to the next step or to arbitration, as the case may be, within the time limits as herein set forth, or as mutually extended, shall be deemed settled.

33:05 The Grievance Committee shall consist of not more than five (5) representatives of the employees. Any and all time spent by any member of the Grievance Committee and the President of the Union or his/her designee in investigating, discussing, or processing a grievance during working hours shall be without loss of pay, benefits, or seniority.

33:06 There shall be one Union steward for each shift. In case of an emergency or the absence of the steward, the grievant shall have permission to use the Fire Department intercommunication system to attempt to contact any member of the Grievance Committee.

33:07 In disciplinary or other matters which are grievable under this contract and are appealable under G.L.c.31 ss41-45 or c.32 s16, an employee must make an election whether to seek arbitration or appeal under state law, all as determined by G.L. c.150e s.8. Except to the extent that s.8 provides an option to the employee, the arbitration provisions of Article 34 are intended to be the exclusive procedure by which grievable matters are resolved.

ARTICLE 34. ARBITRATION

34:01 Any party hereto desiring to submit a dispute or controversy to final and binding arbitration pursuant to Article 34 hereof shall notify all other parties in writing. The party requesting arbitration shall request the Massachusetts Board of Conciliation and Arbitration to furnish a list of five arbitrators. Within three (3) days from the receipt of the list of arbitrators, the Town and the Union shall meet for the purpose of choosing an arbitrator. At such meetings, the Town shall first strike a name from the list. The Union shall then strike one name from the list. The process shall be repeated and the remaining name on the list shall be the arbitrator. If for any reason the parties fail to select an arbitrator as herein provided, the party requesting arbitration may immediately request the Massachusetts Board of Conciliation and Arbitration to appoint an arbitrator.

34:02 No arbitrator shall have the power to alter, amend, add to, or subtract from the language of this Agreement.

34:03 The decision of the arbitrator shall be final and binding upon the parties.

34:04 The arbitrator shall submit his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall not be retroactive to a date more than ten (10) days prior to the date the grievance was first presented to the Chief.

34:05 The arbitration proceedings shall not be governed by the formal rules of evidence and the arbitrator shall adopt a rule, which favors the admissibility of all relevant evidence.

34:06 The arbitrator's fee shall be borne equally by the parties, provided, however that each party shall bear the cost of its own presentation before the arbitrator. If a party desires a verbatim record of the proceedings, it may cause such record to be made, provided that such party pays for the record and makes reproductions thereof available without charge to the other party and to the arbitrator.

ARTICLE 35. RIGHTS AND PRIVILEGES

35:01 All benefits, rights, privileges, and seniority presently enjoyed by the employees, except as improved or increased herein, shall be retained and protected by this Agreement, including, without limitation, all Civil Service Rights, and all Insurance and Retirement Benefits.

35:02 In the event that the Town or its employees cease to be covered by Massachusetts General Laws c.31, c.32, and/or c.32B, including, without limitation, the provisions of the Middlesex County Retirement System, the Town shall notify the Union in writing sufficiently in advance of such proposed cessation of coverage, and thereupon the Town and the Union shall enter into immediate negotiations in order to ensure that the employees covered by this Agreement shall be provided with continuous, unbroken rights, privileges, and benefits equal to or greater than those enjoyed by the employees under the aforesaid statutory provisions.

ARTICLE 36. MISCELLANEOUS

36:01 The Union shall furnish the Town Administrator with a written list containing the names of its authorized representatives and stewards with whom the Town Administrator will be obligated to deal. The Union shall promptly notify the Town Administrator in writing of any changes in its list of authorized representatives and stewards.

36:02 Any employee who misses a meal because of circumstances that require him to remain on duty shall be paid \$10.00.

36:03 Any employee who is required by the Chief to use his/her own motor vehicle in the performance of duty shall be paid for such use at the maximum rate established by the Internal Revenue Service.

36:04 The Town shall so far as is practicable furnish the Union with copies of all proposed articles, warrants, or other items for discussion or vote at any and all regular and special Town and committee meetings, and all proposed or enacted federal or state laws, rules or regulations, which concern in any way the Fire Department or the employees thereof, but the failure of the Town to provide the Union with any such documents shall not be a matter for arbitration hereunder.

36:05 In the event of a conflict between any provision of this Agreement and any Municipal or Town Ordinance, by-law, rule, regulation, or any order or regulation of the Chief, the terms of this Agreement shall control and prevail.

36:06 The failure, refusal, or neglect of either the Town or Union hereto to insist upon compliance with any of the terms of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

36:07 When there are only 2 officers on duty for a complete 10-hour or 14-hour tour, a firefighter shall assume the responsibilities of the headquarters Lieutenant and receive in addition to his/her regular compensation thirty five (\$35.00) dollars for that tour. This position will be filled by the most senior firefighter on duty to said shift having a minimum of five (5) years of service willing to assume this position; if no such person exists then assignment to this position shall be by the shift commander solely by seniority.

36:08 There shall be a Labor-Management Committee consisting of two (2) designated IAFF representatives and up to two (2) designated Town representatives. The Committee shall meet at least every other month to discuss matters of mutual concern. The minutes of meetings shall be agreed upon prior to distribution. During the life of this Agreement the parties agree to the following agenda items in the Labor Management Committee: a) Communication of Vacancies, b) Issues concerning EMS operations within the department.

ARTICLE 37. IMPLEMENTATION

Upon the ratification of this Agreement by a majority of the employees covered by this Agreement, the Board of Selectmen and all other employees or representatives of the Town who have participated on behalf of the Town, directly or indirectly, in the bargaining negotiations concerning this Agreement shall immediately take all actions and do all things necessary in order to effectuate this Agreement, including, without limitation, the preparation of all necessary Articles and Warrants, the calling of regular and special meetings of the appropriate legislative bodies as defined in MGL Chapter 150E, and the affirmative endorsement and recommendation for acceptance of this Agreement as executed by the parties hereto.

ARTICLE 38. SEVERABILITY

If any provision of this Agreement as it now exists or may hereafter be amended, is held invalid, suspended, found to be or prohibited by law or any tribunal of competent jurisdiction and final appeal, or if compliance with enforcement of any provision of this Agreement is enjoined or restrained by any tribunal, all other provisions of this Agreement shall remain operative and in full force and effect, and the Union and the Town shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event that the invalidation, suspension, prohibition, injunction, or restraint is lifted or dissolved, and the Town and Union shall not have at that time agreed upon a replacement provision, such original provision shall be deemed to be revived and shall immediately become operative and in full force and effect.

ARTICLE 39. DURATION

This Agreement shall become effective from July 1, 2016 – June 30, 2017. It shall thereafter automatically renew itself for successive contract years of twelve (12) months each unless either party shall have given the other a written notice, by certified mail, return receipt requested, on or before the thirtieth (30th) day of January in any one contract year of said party's election to modify or terminate all or any part of the contract as of the 30th day of June following such notice, specifically designated in such notice those provisions of the Contract it desires to reconsider or terminate. In the absence of a notice to terminate the entire Contract, this Contract shall continue in effect as to those provisions not specifically designated as aforesaid.

ARTICLE 40. LIGHT DUTY POLICY

40:01 PURPOSE OF LIGHT DUTY

- 40:01:01 Light duty is intended to allow the Chief to assign partially incapacitated firefighters who are capable of contributing to the work of the Department to perform certain regular duties of firefighters within their physical capacities. Light duty assignments apply only where it is expected that the firefighter will return to full duty.
- 40:01:02 A light duty assignment may be made by the Chief where the incapacity is due to an injury sustained in the performance of duty as defined in General Laws Chapter 41, Section III F.
- 40:01:03 Where the employee's incapacity is not due to injury sustained under G.L.C. 41, Section III F, the employee shall have fifteen (15) calendar days from the date of his incapacity to elect whether he wishes the light duty policy to apply. If the employee elects not to have the light duty option, then he will not be required nor permitted to return to work until he is determined to be capable of full duty, notwithstanding the exhaustion of available sick leave under Article 29 of the Collective Bargaining Agreement.

40:01:04 When an employee returns to light duty, and has been receiving Ch. 41-111F benefits for injuries sustained in the line of duty, under this agreement shall not impair any right to injury leave status if from time to time his physical incapacity prevents the performance of light duty. Similarly any employee who sustains a physical on the job injury or re-aggravation of his prior on the job injury while performing light duty shall be eligible for injured leave.

40:02 SCOPE OF DUTIES

40:02:01 Firefighters are subject to assignment to light duty in any of four areas:

- (A) Desk and telephone duties (regular duty³ and overtime, as available)
- (B) Fire Prevention duty
- (C) Light maintenance work and house duties.
- (D) Maintenance and house duties shall include only those functions that are necessarily incidental to the job and shall not include any duties restricted by Article 6 of the parties' collective bargaining agreement. Light duty firefighters assigned to Fire Prevention duty shall supplement rather than supplant the Fire Prevention Officer.

40:03 PERFORMING LIGHT DUTY ASSIGNMENT

40:03:01 The Chief shall determine whether a firefighter generally capable of performing light duty shall be assigned to the desk or to other light duty.

40:03:02 If there is more than one firefighter in a group capable of light duty, and the Chief wished to assign both firefighters to desk duty, then the following conditions shall apply:

- (A) The more senior light duty firefighter shall be transferred, if he wished; if not, the least senior light duty firefighter shall be transferred.
- (B) In order to balance the groups in such a situation an able-bodied firefighter from the second group shall be transferred, first from volunteers (by seniority), then in inverse seniority.
- (C) Transfers under this provision are temporary, i.e. shall last only as long as there are multiple light duty firefighters permanently assigned to the same group.

40:04 HOURS OF WORK

40:04:01 Firefighters assigned to desk duty shall work the normal rotation of days and nights.

40:04:02 Firefighters assigned other light duty shall work a schedule determined by the Chief, after consultation with the employee, but in any event such schedule shall: (1) not exceed forty (40) hours per week, (2) shall not exceed five (5) shifts per week, and (3) once established, such schedule shall have regular starting and quitting times.

40:05 SHIFT COMPLEMENTS

40:05:01 The use of light duty firefighters is not intended and will not be used to deplete shift complements. For example, where a light duty firefighter is assigned to desk duty (in lieu of a fully capable firefighter) the number of full duty firefighters responding to fires shall remain unchanged. A light duty firefighter performing desk duty shall not be dispatched to respond to a fire.

³ starting time for a Firefighter performing desk and telephone duties shall be the same as those assigned to first shift Dispatchers.

40:06 ELIGIBILITY FOR OVERTIME

40:06:01 An employee on light duty who is reached on the overtime list for a full duty assignment shall not lose his turn because such refusal shall be considered, under Article 15:04 of the parties' agreement, to be due to sickness or injury. Employees performing light duty shall be entitled to receive an equitable share of overtime, i.e. through additional opportunities after resuming fully duty, consistent with department practice.

40:07 DETERMINING CAPACITY FOR LIGHT DUTY

40:07:01 Unless otherwise agreed by the firefighter and the Town, a firefighter who has been incapacitated in excess of two (2) weeks shall not be assigned to light duty until a physician designated by the Town Administrator or Chief has made a medical determination that he is fit for such duty. To facilitate such determination, the firefighter shall release to said physician any and all relevant medical records and reports. The physician designated by the Town shall take into account such records and reports. The Town shall supply necessary transportation for the employee to its designated physician where the employee cannot drive or lacks such transportation. The Town shall reimburse an employee using his private vehicle to attend an examination with a Town designated physician at the per mile rate established in the parties' collective bargaining agreement.

40:07:02 Prior to or within one week of his receipt of the results of his examination by the Town's physician, the employee shall be entitled to seek a second opinion from a physician of his own concerning his fitness to return to light duty. Upon request, the employee's physician shall be entitled to receive any medical records or reports from the Town's designated physician.

40:07:03 In the event there are two conflicting medical opinions concerning the employee's fitness to perform light duty, the following procedure shall apply:

- (A) The two physicians shall endeavor to select a third physician who specializes in the area of the incapacity.
- (B) Failing such agreement within ten (10) days, the third physician shall be selected from a panel of physicians agreed upon by the parties as experts within the medical specialty involved. Upon the signing of this agreement, the parties shall exchange suggested specialty areas and nominees.
- (C) The third physician shall be entitled to receive any and all relevant medical records and reports.
- (D) The third physician shall conduct an examination of the employee at a time and place he determines, usually within two (2) weeks of his selection. Either party may, at its own expense, provide for the attendance of its designated physician and/or legal counsel at the examination by the third physician. Within three (3) days of completing the examination the physician shall issue a written report setting forth his conclusion as to the employee's fitness for light duty. Said report shall be binding on the Town, the employee, and the Union, without recourse. If, in the medical judgment of the third physician, the employee is likely to be fit within thirty (30) days of the examination, he may reserve jurisdiction for that period. Similarly, if the third physician concludes that additional tests are necessary to make his determination of fitness for light duty, he may reserve jurisdiction and such tests shall be done within thirty (30) days. As part of the medical evaluation of fitness, consideration shall be given to the effects of any prescription medication being taken by the employee and reasonable accommodations shall be made in that connection.

- (E) If any employee elects to obtain a second opinion, his compensation shall be continued (under Section III F, or sick leave to the extent available) until such opinion is obtained, and thereafter if the opinion is that the employee is unfit, unless and until the third physician determines otherwise.
- (F) The parties and the employees shall cooperate in expediting any and all determinations of fitness under this policy.
- (G) The Town shall bear the expense of any physician designated by it, the expense of the employee's physician shall be governed by Article 30 of the parties' collective bargaining agreement, and the parties shall equally share the expense of any third physician.
- (H) A copy of this policy shall be provided to any physician rendering a determination hereunder.
- (I) Where an employee reports for light duty, but such duty has unanticipated consequences calling into question his fitness for such duty, he shall be referred for medical evaluation under the policy set forth above.

40:08 APPLICATION

- 40:08:01 The light duty policy shall be applied in a non-discriminatory fashion.
- 40:08:02 Consistent with Article 40:01 above, this policy shall have no application where the Department Head files an application for involuntary retirement. Nor shall this policy apply in the period between the employee's submission of all necessary forms in applying for an accidental disability retirement--including his physician's report certifying that his job-related incapacity is likely to be permanent--and the retirement board's action on the application. Accordingly, upon submission of such forms, the light duty assignment shall be terminated and the employee shall be restored to S.111F leave. The employee shall provide a copy of his physician's report to the Town Administrator.

40:09 GRIEVANCE

- 40:09:01 Except for medical fitness questions arising under Article 40:07 all other disputes involving the interpretation, application or alleged violation of the terms of this Memorandum of Agreement shall be processed under the grievance-arbitration provisions of the parties collective bargaining agreement. The filing of a grievance not involving a medical fitness question shall not stay a light duty assignment.

ARTICLE 41: ALCOHOL and DRUGS POLICY

A. Purpose

The Town and the Union recognize that Firefighting is a safety sensitive position, and that the Burlington Fire Department must remain drug and alcohol free in order to accomplish its vital public safety mission. A firefighter impaired by drugs or alcohol creates an unreasonable danger to his or her fellow firefighters, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the fire department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

B. Prohibited Conduct

- 1. The following conduct shall constitute an offense under this Article:
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.

- b. The possession (not including personal vehicles) or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence (while on duty) of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.04, or impaired by drugs or alcohol.
2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

C. Prohibited Drugs

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. Drug and Alcohol Testing

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

To the extent permitted by law, each new employee will submit to drug tests at any time during their first year of employment (probationary period).

b. Reasonable Suspicion:

When there is reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, the Chief or Assistant Chief will direct the employee to report for a drug and/or alcohol test, as the case may be. The Chief or Assistant Chief must so direct the employee no later than 72 hours, or as soon as practicable under the circumstances, following a determination that reasonable suspicion exists. The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, vehicles (excluding personal vehicles), lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search one or more union members must be present.

c. Post Incident:

Any employee involved in a motor vehicle collision on the job or an incident involving a violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test, as soon as practicable under the circumstances.

d. Follow-up Testing:

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing for a period of ten years after said violation as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

e. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, refusal to cooperate with the testing laboratory, or refusal to authorize the release of testing results to the Town shall be treated as a positive test.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing laboratory for a blood test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. The employee's blood alcohol level (if over the .04 level) shall be reported to the Town immediately. (Otherwise it will be reported as negative).

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory. Collection of a urine and/or hair sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce a picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results:

Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory(s) shall be selected by the Town, and shall be certified by the State or Federal Government. The Town will notify the Union of the testing laboratory(s) to be utilized.

E. Enforcement

Generally, progressive discipline will be applied for violations of the drug and alcohol policy in the following manner:

- First Offense:** Written warning and substance abuse evaluation by an independent clinician.
- Second Offense:** Up to forty eight (48) hour suspension without pay. Mandatory enrollment and successful completion of a substance abuse program.
- Third Offense:** Termination via Civil Service proceedings.

All discipline resulting from a violation of the drug and alcohol article shall be progressive and uniformly applied. The Chief, in consultation with the Town Administrator and Union officials, shall have the right to modify any of the steps listed above if individual circumstances related to the violation warrant such action.

F. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

APPENDIX A

	7/1/16- 6/30/17	% between steps
Base Compensation:	2.50%	
0-6 Months, Step 1:	\$960.74	
6 months - 1 year, Step 2:	\$1,008.77	5%
1 year - 2 years, Step 3:	\$1,109.65	10%
2 years - 5 years, Step 4:	\$1,220.63	10%
5 years+, Step 5 at 2%:	\$1,245.05	2%
10 years +, Step 6 at 2%:	\$1,269.94	2%
20 years +, Step 7 at 2%:	\$1,295.34	2%
Completion of 25 years*, Step 8:	\$1,321.25	2%

** Includes all Burlington Fire Department service, and military service bought back*

- 2. Fire Lieutenant** 20% above FF Base
- 3. Fire Captain** 20% above Lieutenant
- 4. Fire Inspector/Arson Lieutenant** 10% above Fire Lieutenant
- 5. Fire Inspector/Arson Captain** 10% above Fire Captain
- 6. Fire Training/Communications Captain** 10% above Fire Captain
- 7. Ambulance Attendant (A-1)** \$18.00 for each tour of duty
- 8. Ambulance Attendant (A-2)** \$18.00 for each tour of duty
- 9. EMT Coordinator** \$1,500 annually for the duration of the Contract.
- 10. Special Operations** (\$500 and rolled into base on 7/1/10)
All members are eligible for this stipend.
- 11. EMT/First Responder Trainer** Shall receive \$100/week above his/her applicable rate.

A:02 Payroll Vouchers Each employee shall receive his/her weekly payroll slip in a sealed envelope.

The Letter of Agreement concerning Civilian Dispatchers remains in full effect pending further discussions.

APPENDIX B

For the period beginning January 1, 2011 and expiring on June 30, 2013, the plan design for the Network Blue New England Deductible includes the following:

- The \$1,000/\$2,000 deductible does not apply to prescription drug benefits, emergency room visits, doctors' office visits and other services as described below.
- The out of pocket maximum is \$2,000 per individual per plan year and \$4,000 per family per plan year. This includes all deductible costs and co-pays that are more than \$100 and it does not include prescription drug co-pays
- There is not any overall benefit maximum
- Routine adult physical exams and tests-\$0 co-pay
- Preventive dental pediatric care-\$0 co-pay (one visit every six months)
- Routine colonoscopy-\$0 co-pay
- Routine GYN exams-\$0 co-pay
- Family planning-\$0 co-pay
- Maternity services, inpatient-no cost after deductible
- Maternity services, outpatient-\$20 co-pay
- Well newborn inpatient care- no cost after deductible
- Infertility services-inpatient services -no cost after deductible
- Infertility office or health center medical care services and surgery-\$20 co-pay (deductible does not apply)
- Routine hearing exams and tests-\$0 co-pay
- Routine vision care-\$0 co-pay (one every twenty-four months)
- Ambulance services-\$0 co-pay
- Home health care-\$0 co-pay
- Hospice services-\$0 co-pay
- Mental health and substance abuse biologically based and non-biologically based inpatient services-\$0 co-pay
- Mental health and substance abuse biologically based and non-biologically based outpatient services-\$20 co-pay (deductible does not apply)
- Medical formulas-\$0 co-pay (\$5,000 benefit limit per member per year)
- Oxygen and respiratory therapy-no cost after deductible
- Prosthetic devices-no cost after deductible
- Inpatient medical and surgical care in a general or chronic disease hospital-no cost after deductible
- Inpatient care in a rehabilitation hospital (sixty days per calendar year)-no cost after deductible
- Inpatient care in a skilled nursing facility (one hundred days per calendar year)-no cost after deductible
- Cardiac rehabilitation-\$20 co-pay after deductible
- Chiropractor services diagnostic lab tests and x-rays-no cost after deductible
- Chiropractor services outpatient medical care-\$20 co-pay (deductible does not apply)
- Dialysis services-outpatient-no cost after deductible
- Dialysis services-home-\$0 co-pay
- Early intervention services-\$0 co-pay
- Emergency room services-\$100 co-pay per visit (deductible does not apply)
- Emergency office and health center services-\$20 co-pay (deductible does not apply)
- Emergency hospital outpatient medical services- no cost after deductible
- Labs, x-rays and other tests-no cost after deductible
- Office and health center services-\$20 co-pay (deductible does not apply)
- Outpatient hospital services-no cost after deductible
- Podiatry outpatient diagnostic lab tests and x-rays- no cost after deductible
- Podiatry day surgery facility services-no cost after deductible
- Podiatry office or health center medical care services and surgery-\$20 co-pay (deductible does not apply)
- Radiation therapy and chemotherapy office and health center services-\$20 co-pay (deductible does not apply)
- Hospital and free-standing radiation therapy and chemotherapy facility services- no cost after deductible
- Short term rehabilitation therapy (sixty visits per calendar year for OT and PT but unlimited for autism)-\$20 co-pay after deductible

- Speech, hearing and language disorder treatment outpatient medical care hospital services and diagnostic tests-\$20 copay after deductible
- Speech therapy-\$20 co-pay after deductible
- Speech, hearing and language disorder office visits-\$20 co-pay (deductible does not apply)
- Outpatient surgery at office and health services-\$20 co-pay (deductible does not apply)
- Hospital and same day surgical facility services- no cost after deductible
- Removal of teeth impacted in bone-\$20 co-pay (deductible does not apply) for office or health center and \$0 co-pay after deductible for day surgery
- TMJ disorder treatment-Outpatient day surgery services and outpatient diagnostic x-rays-no cost after deductible
- TMJ outpatient physical therapy(short-term rehabilitation limit)-\$20 co-pay after deductible
- TMJ medical care services and surgery-\$20 co-pay (deductible does not apply)
- Prescription drugs-Retail (thirty day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay
- Prescription drugs-Mail order (ninety day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay

For the period beginning January 1, 2011 and expiring on June 30, 2013, the plan design for the Harvard Pilgrim Best Buy HMO includes the following:

- The \$1,000/\$2,000 deductible does not apply to prescription drug benefits, emergency room visits, doctors' office visits and other services as described below.
- The out of pocket maximum is \$2,000 per individual per plan year and \$4,000 per family per plan year. This is the total amount in co-pays and deductible employees and retirees required to pay, not including prescription drugs, adult preventative dental care or vision hardware.
- Routine adult physical exams and tests-\$0 co-pay
- Dental caries prevention-oral fluoride for children up to age five-\$0 co-pay
- Preventative dental care for children through age twelve (two visits per calendar year)-\$20 co-pay (deductible does not apply)
- Annual GYN visits-\$0 co-pay
- Family planning consultations and consultations concerning contraception and hormone replacement therapy-\$20 co-pay (deductible does not apply)
- Mammograms-\$0 co-pay
- Routine colonoscopy-\$0 co-pay
- Maternity services, inpatient-no cost after deductible
- Maternity services, outpatient-\$0 co-pay
- State mandated formulas- no cost after deductible
- Well newborn inpatient care-\$0 co-pay
- Infertility treatment and procedures- no cost after deductible
- Vision screening (children up to age five)-\$0 co-pay
- Routine eye exams including glaucoma screenings-\$20 co-pay (deductible does not apply)
- Routine hearing examinations-\$20 co-pay (deductible does not apply)
- Ambulance services-no cost after deductible
- Consultations with specialists-\$20 co-pay (deductible does not apply)
- Home health care services and intermittent skilled nursing care-no cost after deductible
- Hospice services-no cost after deductible
- Mental health care services including the treatment of substance abuse disorders, in patient-no cost after deductible
- Intermediate care services (including detoxification), crisis stabilization and in-home stabilization; intensive outpatient programs, partial hospitalization and day treatment programs-no cost after deductible
- Outpatient group therapy-\$10 co-pay
- Outpatient individual therapy, detoxification and medication management-\$20 co-pay (deductible does not apply)
- Psychological testing and neurological assessment-no cost after deductible
- Low protein foods (\$5,000 per member per calendar year)-no cost after deductible

- Durable medical equipment including prosthetics and oxygen and respiratory equipment-no cost after deductible
- Inpatient acute hospital services including day surgery and the following: coronary care, hospital services, intensive care, semi-private room and physician and surgeons consultations-no cost after deductible
- Hospital outpatient department services (except emergency room)- no cost after deductible
- Skilled nursing facility care (up to one hundred days per calendar year)-no cost after deductible
- Inpatient rehabilitation services (up to sixty days per calendar year)-no cost after deductible
- Cardiac rehabilitation-no cost after deductible
- Chiropractic care (up to \$500 per calendar year)-\$20 co-pay
- Dialysis-no cost after deductible
- Diabetes screenings-\$0 co-pay
- Diabetes equipment and supplies-no cost after deductible
- Early intervention services-covered in full, deductible does not apply
- Emergency room-\$100 co-pay after deductible (co-pay is waived if admitted directly to the hospital from the ER)
- Diagnostic procedures (including all technical and professional charges)-no cost after deductible
- Blood glucose monitors, pumps and supplies and infusion devices-\$0 co-pay
- Office and health center services-\$20 co-pay (deductible does not apply)
- Outpatient hospital services-no cost after deductible
- Podiatry physician services, examination and consultations-\$20 co-pay (deductible does not apply)
- Non-routine foot care-no cost after deductible
- Chemotherapy and radiation therapy- no cost after deductible
- Physical and occupational therapies-up to sixty consecutive days per condition. Outpatient PT and OT is covered to the extent medically necessary for children under the age of three and the treatment of autism spectrum disorders-no cost after deductible
- No cost sharing or benefit limit to durable medical equipment, OT and PT received as part of authorized home care
- Speech-language and hearing services, including therapy-no cost after deductible
- Autism spectrum disorders-no benefit limit applies to services
- Applied behavior analysis-no benefit limit applies to services
- Allergy treatments and injections-no cost after deductible
- Extraction of unerupted teeth impacted in bone- no cost after deductible
- Initial emergency treatment (within seventy-two hours of injury)- no cost after deductible
- Medical treatment of TMJ-no cost after deductible
- Prescription drugs-Retail (thirty day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay
- Prescription drugs-Mail order (ninety day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay

This agreement shall not be construed to supersede any changes in health insurance that are mandated and required by state or federal law subject to each party's bargaining obligations under G. L. c. 150E.

**Letter of agreement
Regarding the use of Civilian Dispatchers in the
Burlington Fire Department**

The following is a Letter of Agreement between Local 2313, IAFF, AFL-CIO, and the Town of Burlington, Massachusetts amending the 1986-1989 Collective Bargaining Agreement and any successor agreements between the aforementioned parties;

1. The Town of Burlington implemented civilian dispatchers on or about September 11, 1989.
2. Four Civilian Dispatchers are assigned to the Fire Department. Each work two (2) ten (10) hour days followed by two (2) fourteen (14) hour nights averaging forty two (42) hours per week. When civilian dispatchers are on break or mealtime, and periodically throughout their shift, the desk will be filled with an on-duty firefighter.
3. When a vacancy is unfilled by a civilian dispatcher, a firefighter shall be hired off the detail list. If no firefighter accepts the detail then a firefighter will be requested off the overtime list. The shift commander shall assign a member to dispatch duty for that shift.
4. Firefighters assigned to light duty may continue to be assigned to dispatch duty, working the firefighter's schedule. However, only one (1) light duty firefighter may be assigned to a firefighting shift.
5. In case of possible future budget reductions and reduction in force, it is agreed that civilian dispatchers will be laid off before any of the membership of Local 2313, IAFF, AFL-CIO.
6. Uniformed firefighters shall exercise final determination regarding dispatch of fire apparatus and personnel when assigned to the desk with a civilian dispatcher.
7. The Chief and the Town shall consult with the Union regarding the hiring and training of civilian dispatchers.
8. The performance evaluations of all dispatchers shall be performed by all Shift Commanders as a collaborative effort.