

AGREEMENT
BETWEEN
TOWN OF BURLINGTON
AND
BURLINGTON POLICE COMMAND OFFICERS UNION
Effective July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	PREAMBLE	
1	RECOGNITION AND UNIT DESCRIPTION	1
2	MANAGEMENT’S RIGHTS	1
3	UNION BUSINESS LEAVE	1
4	UNDERSTANDING OF AGREEMENT	2
5	EMPLOYEE INFORMATION: UNION ACTIVITY	2
6	PAYROLL DEDUCTIONS: UNION DUES, SERVICE FEES	2
7	GRIEVANCE PROCEDURE	3
7A	ARBITRATION	4
7B	RECORDS	5
8	LEGAL REPRESENTATION/EMPLOYEE INDEMNIFICATION	5
9	REGULAR WORKING HOURS	6
10	VACANCIES/SUBSTITUTIONS	6
11	WAGES AND DIFFERENTIALS	7
12	OVERTIME: DISTRIBUTION AND PAYMENT	8
13	DETAILS: DISTRIBUTION AND PAYMENT	9
14	DEPARTMENTAL SENIORITY	11
15	LONGEVITY	12
16	COURT TIME	13
17	HEALTH AND SAFETY	13
18	OCCUPATIONAL SICK LEAVE	14
19	NON-OCCUPATIONAL SICK LEAVE	14
20	VACATIONS	15
21	HOLIDAYS	17
22	INCENTIVE PAY/EDUCATIONAL PROGRAM	18
23	CLOTHING AND EQUIPMENT	19
24	INSURANCE AND RETIREMENT	20
25	DEATH IN THE LINE OF DUTY	20
26	BEREAVEMENT LEAVE	21
27	MISCELLANEOUS	21
28	SEVERABILITY	22
29	IMPLEMENTATION	22
30	RECISSION OF CIVIL SERVICE	23
31	DURATION	23
	SIGNATURES	24
	APPENDIX A – SALARY SCHEDULE	25
	APPENDIX B – PROMOTIONAL PROCEDURE	26
	APPENDIX C – DRUG AND ALCOHOL POLICY	29
	APPENDIX D – PRORATED VACATION ACCRUAL – FINAL YEAR	32
	APPENDIX E – BODY WORN CAMERA PROGRAM	34

PREAMBLE

This Agreement made and entered into between the Town of Burlington, Massachusetts, HEREINAFTER referred to as the Town and the Burlington Police Command Officers Union, HEREIN referred to as the BPCOU or the UNION.

WHEREAS: the well-being of the employees covered by this Agreement in the efficient and economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties, and

WHEREAS: the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and police administration, and

WHEREAS: the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement now,

THEREFORE: in consideration of the mutual promises and agreements HEREIN contained the parties mutually agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

1:01 The Town and the Police Chief recognize the BPCOU as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all employees within the appropriate bargaining unit, employed by the Burlington Police Department. The municipal employer, Chief of Police, and BPCOU agree not to discriminate against employees covered by this agreement on account of membership or non-membership in the BPCOU. As used in this Agreement, "Chief" shall mean the head of the Police Department or such person acting in his/her place.

1:02 The unit to which this agreement is applicable consists of all Captains, Lieutenants, and Sergeants employed by the Town of Burlington in its Police Department excluding the Chief, Deputy Chief, Patrol Officers, all civilian employees, all casual and emergency employees, and all other employees of the Town of Burlington.

1:03 The municipal employer, Police Chief, and the BPCOU agree not to discriminate in any way against any employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age or disability or any other classification protected by state or federal law.

ARTICLE 2

MANAGEMENT'S RIGHTS

2:01 Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Chief of Police, the Select Board and the Town Administrator as set forth in the constitution and the General Laws of Massachusetts, the By Laws of the Town of Burlington, or any other statute or regulation.

2:02 The Town shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management, and reserves and maintains all powers, authority and prerogatives, including without limitation, the exclusive right to issue reasonable departmental rules and regulations governing conduct of the various Police Department operations, provided said rules and regulations are not inconsistent with the express provision of this Agreement.

ARTICLE 3

UNION BUSINESS LEAVE

3:01 UNION officials shall be granted time off at the discretion of the Chief, but with no loss of any benefits, if they so request, to attend meetings with the Town Officials, General Court and other public bodies. It is further agreed that any UNION official or other authorized representative of the bargaining unit will be allowed to use up to a maximum twenty two (22) union business days per calendar year and shall be granted this time off to attend the annual convention of the Massachusetts Police Association (maximum four (4) delegates), annual convention of the Massachusetts Coalition of Police, Seminars, Educational Forums or any other business which may affect the members of the BPCOU.

ARTICLE 4

UNDERSTANDING OF AGREEMENT

4:01 In order to provide a clear understanding of its contents, the Town agrees to provide each member of the Police Department with a 5" X 8" booklet form of this Agreement.

ARTICLE 5

EMPLOYEE INFORMATION: UNION ACTIVITY

5:01 Union Officials, representatives and stewards shall be permitted to meet and confer with officials or agents of the Town, without loss of wages or benefits, for collective bargaining negotiations or disputes involving the administration of this Agreement. No wages shall be paid for the time spent outside of scheduled duties and such meetings as referred to in this section shall be held at times which will not interfere with operation of the Police Department.

5:02 A reasonable opportunity will be afforded members of the bargaining unit to confer with Union Officials on matters which could constitute a grievance, with the approval of the Shift Commander or the Chief.

5:03 The BPCOU Officials and representatives are as follows: PRESIDENT, VICE PRESIDENT, SECRETARY AND TREASURER. The Union Officials shall appoint up to three (3) Union Stewards to cover duties assigned to them.

5:04 The Union shall keep the Town and the Chief of Police informed in writing as to any changes in the identity of the UNION officials.

5:05 A union office area will be provided at the Police Station and space will be provided for a secure BPCOU bulletin board and a four drawer filing cabinet which will be provided by the Town.

5:06 Suitable space shall be provided for membership meetings upon written notice to the Chief.

5:07 Copies of all orders by the Select Board, Town Administrator, Police Chief or any Officer of authority affecting members of the bargaining unit shall be provided to the BPCOU.

5:08 A locker in the Guard Room shall be assigned to each member upon his/her full-time permanent appointment. These lockers shall not be opened for any reason, at any time, without the member's presence.

ARTICLE 6

PAYROLL DEDUCTIONS: UNION DUES

6:01 Subject to the provisions of Section 6:02 below, the Town shall deduct UNION dues, 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 the employee on an appropriate form supplied by the UNION and submitted to the TOWN. All such amounts as have been deducted hereunder shall be transmitted to the TREASURER of the UNION.

6:02 The Town shall deduct and remit union dues bi-monthly.

6:03 No written deduction authorization for UNION dues 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 the BPCOU.

ARTICLE 7

GRIEVANCE PROCEDURE

7:01 The UNION shall have a 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 such employee and the UNION shall be 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.

7:02 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 Police 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 procedure:

Step 1: The Union may present the grievance, orally or in writing on a form approved by the UNION, to the member's immediate supervisor or the Officer In Charge of the Shift/Unit, who shall then attempt to adjust the grievance. In the event the grievance is not adjusted to the mutual satisfaction of the UNION and the supervisor or the Officer In Charge (OIC) of the Shift/Unit, the grievance may be advanced to Step 2. Step 1 may be waived by the Union. However, the Union agrees they will articulate the reasons for the waiver in their grievance.

Step 2: Within 30 days, unless parties are in the process of negotiating over the issue, in which case the deadline is waived, the Union shall present the grievance in writing, on a form approved by the UNION, to the Chief of the Police Department, or designee in his/her absence, either of whom shall be required to acknowledge receipt of same in writing, and who shall then meet with the Grievance Committee within forty-eight hours (48) 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 within five (5) calendar days after its presentation to the Chief, the grievance may, within fourteen (14) calendar days after presentation to the Chief, be presented to the Town Administrator, in writing, who shall acknowledge receipt of same in writing.

Step 3: Within seven (7) calendar days after the presentation of the grievance to the Town Administrator, the Town Administrator shall meet with the Grievance Committee to discuss and attempt to adjust the grievance.

Step 4: 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 for final and binding arbitration.

7:03 All time limitations established by this Article may be extended by mutual agreement of the parties involved.

7:04 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.

7:05 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.

7:06 There may be a UNION steward for each shift. In case of emergency or absence of the steward, the grievant shall have permission to use the Police Department Intercommunication system to contact any member of the Grievance Committee.

7:07 By mutual agreement in writing between the Union and the Town, a grievance otherwise subject to the grievance procedure as herein set forth may be directly submitted to arbitration in accordance with the provisions of Article 7A.

7:08 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 7A

ARBITRATION

7A:01 Any party hereto, desiring to submit a dispute or controversy to final and binding arbitration, pursuant to Article 7A hereof, shall notify all other parties in writing. The party requesting arbitration shall request the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association 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.

7A:02 No arbitrator shall have the power to alter, amend, add to or subtract from the language of this Agreement.

7A:03 The decision of the arbitrator shall be final and binding upon the parties.

7A:04 The arbitrator shall submit his/her 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.

7A: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.

7A: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 verbatim record of the proceedings, it may cause such a 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.

7A:07 A grievance arising out of a suspension, removal, demotion, termination or punishment duty, may be processed either under the Statutory Appeal process or under the arbitration provisions of the collective bargaining agreement, but not both.

If the employee elects to proceed under the Collective Bargaining Agreement, such grievance may be submitted directly to arbitration for determination as to whether just cause existed for the action taken by the employer.

Except for disciplinary matters in which there is an option to elect between the statutory appeals process and arbitration, the arbitration provisions of this Agreement are intended to be the exclusive procedure by which grievable matters are resolved.

ARTICLE 7B

RECORDS

7B:01 The Chief of Police, or his/her designee, shall maintain a complete up-to-date record of all overtime, extra details, sick and injured leave, court time accumulation and personnel actions. Said individual records shall be available during normal staff office hours to the individual, or with the individual's written consent, to a Union representative for inspection and noted by the Chief of Police or designee and the employee.

7B:02 Before anything is put in or taken out of an individual's file, it must be noted by the Chief of Police and the employee. The individual may request a review of the matter by the Town Administrator, and the employee may attach a letter of rebuttal or explanation.

7B:03 Personnel records shall be subject to the retention provisions of the Public Records Law.

ARTICLE 8

LEGAL REPRESENTATION/EMPLOYEE INDEMNIFICATION

8:01 The services of Town Counsel shall be provided to any member at his/her request when said member is ordered to appear before any court of the Commonwealth in any criminal or civil proceedings as a defendant in any matter arising out of the lawful and responsible performance of his/her duties.

8:02 The Town shall indemnify and hold harmless each employee, or in the event of the death of the employee, his/her estate, for all reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses incurred in connection with or arising out of the performance of duties as an employee of the Police Department of the Town of Burlington, and for all expenses and damages incurred by such employee in the defense or settlement of an action brought or

claim made against him/her for any act, whether by commission or omission, done while performing duties as an employee of the Police Department of the Town of Burlington, including without limitation, all overtime and special detail assignments. The Town shall, at its own expense, assign 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 which the Town may now or hereafter purchase to cover the public liability of the employees covered by this Agreement.

ARTICLE 9

REGULAR WORKING HOURS

9:01 The Town of Burlington agrees to retain a four and two workweek.

9:02 Regular tours of duty and assignments will not be changed to replace absent Command Officers.

ARTICLE 10

VACANCIES/SUBSTITUTIONS

10:01 Any Command Officer covered by this Agreement may be replaced at the discretion of the Chief when absent for any reason. No absent person shall be replaced by anyone except a full-time Command Officer covered by this Agreement.

10:02 Each member of the bargaining unit may be granted special leave for any day on which the Command Officer is able to secure another regular Command Officer, within the same branch, to work in his/her place with the Chief's approval. A slip signed by both Command Officers shall be submitted with the following information: date and time slip submitted, date and time of swap, person assigned to shift, and the person actually working the shift. The Command Officer accepting to work the swap shall be considered AWOL if the shift is not covered.

10:03 The Town of Burlington has agreed to changes in the determination of injury time to its Command Officers:

#1 Should any Command Officer be hurt on the job and be sent home by a Doctor for any period of time, the TOWN will recognize that Doctor's evaluation as the beginning of any employee's injured time. Sometime during, but no later than the end of 10 consecutive absent shifts, if physically possible, the absent Command Officer shall see the Town Physician in order to continue on injured time.

#2 Should an off-duty Command Officer claim an injury due to something that previously happened on-the-job, or if an Command Officer claims to have aggravated an old on-the-job injury, the TOWN will place the Command Officer on sick leave until a determination has been reached. This determination shall not take more than one week unless arrangements have been made with the Union to do so. All previously agreed upon conditions follow at this point.

10:04 All line Command Officers injured in the line of duty shall be replaced on Friday and Saturday during the hours of 4:00 PM and 12:00 AM. All other replacements shall be at the discretion of the Chief.

ARTICLE 11

WAGES AND DIFFERENTIALS

11:01 The wages applicable to the employees covered by this Agreement shall be as set forth in Appendix A, attached hereto, and expressly made part hereof. The Town will count all full-time employment within the Town of Burlington for purposes of advancement in the salary schedule.

11:02 NIGHT DIFFERENTIAL: A night differential of six percent (6%) above base salary shall be paid to any member employed on a shift scheduled for duty between 4:00 PM and 8:00 AM.

11:03: SPECIALISTS PAY: In addition to the base salary, specialists shall receive a \$75.00 weekly addition to their pay.

Specialists shall be defined as the Officer in Charge (OIC) of the Detective Division (Lieutenant), Detective Sergeant, Traffic Unit Supervisor, and the Community Services Division Supervisor.

11:04 In addition to the base salary, the following positions shall receive a \$50.00 weekly addition to their regular pay: Quartermaster (minimum 2).

11:05 EMERGENCY MEDICAL TECHNICIANS (EMTs): All members who maintain EMT Certification shall receive a \$1,200 annual stipend. Effective July, 1 2023, All members who are registered EMTs shall receive five percent (5%) of Sergeant base salary step three (3) paid weekly in addition to all other regular compensation. The Town shall pay for all costs of recertification including, but not limited to, EMT recertification fees, refresher courses, continuing education courses and materials.

11:06 PAYCHECKS: Payroll advices shall be distributed electronically, requiring direct deposit. The Town shall place a weekly accounting of overtime and detail hours worked on the payroll advice for each employee.

11:07 The following shall be included in a member's "regular rate of pay" for purposes of calculating holiday pay, buyback of accrued time including vacation and sick time, and any other payments based on a member's "regular rate":

Base Wages (11:01)	Longevity
Shift Differential	Specialist Pay
Education	EMT
Any other pay that is regular weekly compensation at the time of payment (i.e. Quartermaster)	

ARTICLE 12

OVERTIME: DISTRIBUTION AND PAYMENT

Overtime shall be compensated at the rate of one and one-half times the member's per diem hourly rate of pay which includes base, longevity, shift differential, specialist pay, EMT and any other pay that is regular weekly compensation (excluding education). Night differential will be included into the overtime rate for all worked overtime shifts by any member who receives night differential as part of their regular pay. A member that is assigned to day shift and who works a night shift on overtime will receive night differential calculated into their overtime rate for that worked night shift.

12:01 Time and one-half shall be paid for services performed over eight hours in one day or in excess of a regularly scheduled workweek. Any legitimate absence shall be treated as a day of work for purposes of determining a member's right to overtime under this agreement.

12:02 Regular tours of duty and assignments shall not be changed to avoid the payment of overtime, except in the case of emergency.

12:03 Auxiliary, Special, Part-time or Voluntary Police shall not be used in place of regular Burlington Police Officers.

12:04 Overtime shall be distributed on a fair and equitable basis. An overtime roster shall be kept on a current hours offered basis with seniority a guiding factor, and the employee with the lowest amount of hours shall be given first choice of work.

12:05 All members will be authorized for meal breaks in accordance with past practice. When a member is assigned two consecutive shifts, such member shall be granted one-half hour between shifts.

12:06 Any member of the bargaining unit assigned duty above his/her current rank in excess of four hours will be compensated at the next highest rank to that which that member holds.

12:07 Any members of the bargaining unit not on duty, who are recalled after their regularly scheduled time, shall receive a minimum of four (4) hours pay at their applicable overtime rate, or if they are held over after their regular shift has been completed, they shall be entitled to time and one-half for time worked, in thirty minute increments.

12:08 No employee shall be forced to work overtime except when the Chief, or in his/her absence, the Chief's designee, deems it an emergency.

12:09 No employee shall be refused overtime because of sickness or any other authorized leave during that week, except when a member uses non-occupational sick leave, which prevents an employee from reporting for a regular shift assignment on a given day, which shall be construed to indicate his/her unavailability to accept overtime during that twenty-four (24) hour period from the start of the sick shift. A member using family sick time shall be exempt from this restriction to work overtime. The Chief or his/her designee may also exempt any member from this restriction to work overtime when overtime is unable to be voluntarily filled with another member.

12:10 If a member replaces a Dispatcher shift, that member must be called from the overtime list and paid at the Detail Rate.

ARTICLE 13

DETAILS: DISTRIBUTION AND PAYMENT

A roster of all weekly details shall be set up to include all officers on an hours offered basis. Officer(s) in this Article shall refer to members of all ranks.

13:01 The officer with the least amount of hours offered will head the list. As details become available, they will be offered to the officer with the least number of hours on the list. The weekly roster will be posted and kept up to date by the Chief or his/her designee.

13:02 For the safety of the public, no details requiring traffic control or other police duties shall be worked in the Town of Burlington by anyone other than properly trained and appointed Burlington Police Officers (regular officers), retired Burlington Police Officers, and Special Police Officers.

No details shall be worked in the Town of Burlington by any Special Officer when a regular officer is available.

13:03 Details shall be distributed by the Chief or his/her designee on a fair and equitable basis.

13:04 Any member of the bargaining unit who performs a detail shall be protected by General Laws Chapter 41, Section 100, as amended.

13:05 A member's claim that he/she has not been offered his/her fair share of details or that the member has been the subject of unfair distribution shall constitute a basis for grievance.

13:06 Detail records shall be available to BPCOU officers for inspection and use upon request to the Chief in writing.

13:07 When a paid detail exceeds eight consecutive hours, the employee shall be paid time and one-half the applicable rate in hourly increments for all hours in excess of eight.

13:08 Non-occupational sick leave, which prevents an employee from reporting for a regular shift assignment on a given day, shall be construed to indicate his/her unavailability to accept details during that twenty-four (24) hour period from the start of the sick shift. An officer using family sick time shall be exempt from this provision. The Chief or his/her designee may also exempt any officer from this provision when a detail is unable to be filled with any other regular officer.

13:09 No member shall be paid a detail rate lower than any Burlington Special Police Officer.

Traffic Details: Traffic details (road jobs) are defined as any details requiring traffic control with the exception of labor disputes. Any details requiring traffic control as a pre-detail condition shall be considered a road job and paid as such.

An officer shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at the applicable detail hourly rate for all traffic details unless the detail does not exceed one (1) hour after the start time of the detail or in accordance with section 13:12, in which the officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate.

A member may request a replacement officer at the following shift change if no end time is provided or after the shift change if the traffic detail will exceed the end time the contractor requested. The following provisions also apply to the replacement officer on traffic details and for all Burlington DPW traffic details worked by Town employees only:

- (a) A replacement officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate for all details. An officer shall be paid an additional minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate if an Officer is asked to return to a road job following a break for lunch or dinner.
- (b) A replacement officer shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at the applicable detail hourly rate if a road job exceeds four (4) hours.
- (c) A replacement officer shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at the applicable detail hourly rate for any road job where an Officer is asked to work through a normal lunch (1200-1300) or dinner (1800-1900).

Traffic Details: Weekday night (defined as working any hours between 1900 to 0700 Monday through Friday) and Saturday road jobs will be compensated at a rate of time and one-half the applicable rate. Sunday and Holiday road jobs will be paid at double the applicable rate. Saturday road jobs are considered to be from 1600 Friday to 2359 Saturday. Sunday road jobs are from 0000 Sunday to 0800 Monday morning. (Road jobs starting after 0600 Monday morning will be compensated at the regular daily rate unless same is a Holiday). Holiday road jobs are from 0000 of the holiday to 0800 of the next day.

Non-Traffic Details: Non-traffic details (non-road jobs) are defined as all other details that are not labor disputes or traffic details as described above. An officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate for all non-traffic details. Night (defined as working any hours between 1600 to 0800) and Saturday non-road jobs will be compensated at a rate of time and one-half the applicable rate. Sunday and Holiday non-road jobs will be paid at double the applicable rate. Saturday non-road jobs are from 0000 Saturday to 2359 Saturday. Sunday non-road jobs are from 0000 Sunday to 0800 Monday morning. Holiday non-road jobs are from 0000 of the Holiday to 0800 of the next day.

An officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at double the detail hourly rate for all strikes and labor disputes, including labor-to-labor disputes,. An officer shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at double the detail hourly rate if the labor dispute exceeds four (4) hours.

Any detail requiring the assignment of four (4) or more patrol officers shall also include a Command Officer.

In all cases where there are four or more officers assigned to a detail, the Senior Command Officer will receive an extra \$5 per hour.

An officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at double the detail hourly rate for all New Year's Eve details. New Year's Eve is considered to be from 1800 December 31st to 0600 January 1st.

13:10 The Town agrees to set up a special fund to pay all details on the Wednesday following thirty (30) days after completion of the detail.

13:11 Retired Command Officers required to testify on behalf of the Town of Burlington in a court of law or governmental entity shall be reimbursed for such attendance as though such retiree were a Command Officer in the service of the Town performing a detail, at the prevailing traffic detail rate. The retired officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate for such service. The retired officer shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at the applicable detail hourly rate if such service exceeds four (4) hours. All costs incurred – such as mileage, meals, parking, etc. – shall be borne by the retiree.

13:12 An officer shall be paid a minimum payment in an amount that is equivalent to four (4) hours pay at the applicable detail hourly rate for all details which are cancelled with less than two (2) hours' notice prior to the scheduled start time.

13:13 The OIC may order Emergency Town Details in any situation where he/she deems necessary. Emergency Town Details shall be filled and compensated in accordance with Article 13. Emergency Town Details shall be paid for by the Town in any situation where it is not paid for by the appropriate vendor.

13:14 An officer shall be paid a minimum payment in an amount equivalent to four (4) hours pay at double time (2x) the hourly detail rate for all details designated "high risk" by the Chief of Police or his/her designee as a result of serious environmental or security conditions. If a detail designated "high risk" by the Chief of Police or his/her designee exceeds four (4) hours, the officer working the detail shall be paid a minimum payment in an amount that is equivalent to eight (8) hours pay at double (2x) the hourly detail rate.

ARTICLE 14

DEPARTMENTAL SENIORITY

14:01 Seniority shall mean length of continuous service of any member of the Bargaining Unit within the ranks he/she holds.

14:02 All shift openings, as determined by the Chief, shall be posted one week prior to the filling of the vacancy. All interested employees within the division may apply in writing for the opening. The most senior qualified applicant shall receive the shift.

14:03 The Town will furnish the Union with a seniority list showing names and titles of all employees of the bargaining unit at the request of the union.

14:04 There shall be a nine (9) month probationary period for all new Sergeants.

14:05 Layoff & Recall. For the purposes of this Agreement, the term "layoff" means a reduction in the number of employees due to lack of work, lack of funds or elimination of position. In the

event of a layoff, the least senior employee(s) shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

In the event that a layoff occurs in the rank of Captain, the employee with the least seniority in that rank shall have the opportunity to bump the employee with the least seniority in the rank of Lieutenant. In the event that a layoff occurs in the rank of Lieutenant, the employee with least seniority in that rank shall have the opportunity to bump the employee with the least seniority in the rank of Sergeant. In that event, and in the event that a layoff occurs in the rank of Sergeant, the employee with the least seniority shall have the opportunity to bump the Patrolman with the least seniority.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Burlington Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work, a recalled employee may be required to undergo a physical examination, or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall, he/she shall provide the employee with a written statement of his reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.

Laid off employees will be responsible to maintain eligibility for POST certification, provided that laid off employees are allowed to attend department training sessions, if such trainings are available at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on an unpaid voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

ARTICLE 15

LONGEVITY

15:01 In addition to a step rate increase or promotional increases, all employees, employed before July 1st, 2001, shall receive longevity increases above their respective base compensation rate in effect, in accordance with the following table:

YEARS OF EMPLOYMENT <i>in Town of Burlington</i>	LONGEVITY INCREMENT
5	\$ 570.00
10	\$1,240.00
15	\$1,810.00
20	\$2,380.00
25	\$2,950.00
30	\$3,520.00

15:02 Effective July 1, 2001 new employees hired after this date shall not be eligible to participate in any longevity schedule. New employees in this section shall be defined as individuals new to the Town of Burlington, not transferred from within departments or individuals employed by the Town of Burlington prior to July 1, 2001.

ARTICLE 16

COURT TIME

16:01 An employee on duty at night or on vacation, furlough, or on a day off, summoned to attend as a witness for, or on behalf of, the Commonwealth or the Town, or to give any information acquired by him/her in the course of the performance of his/her duties as an employee of the Burlington Police Department in criminal or civil matters pending in any federal court, state court, or local agency or authority, or in tribunal court shall be entitled to and shall receive additional compensation. If the appearance is canceled less than twelve (12) hours prior to the scheduled start time the member shall receive the respective minimum compensation entitled in Sections 16:02 and 16:03.

16:02 The Town agrees to pay the member's applicable overtime rate for appearances provided above in Section 16:01 with a minimum of four (4) hours for Woburn District Court and six (6) hours for all other appearances.

16:03 No off-duty employee shall be required to standby away from court awaiting a call to appear in any court, without being compensated at the member's applicable overtime rate with a minimum of six (6) hours. This standby must be upon prior approval of the Chief or designee.

16:04 The Prosecuting Officer shall utilize discretion in arranging court appearances for the convenience of the arresting officers.

16:05 The arresting officers shall be required to appear in Court on all occasions when the court sets the matter down for trial.

16:06 If a member is summonsed for jury duty, the member shall be granted their shift(s) off on the day(s) they are required to appear, without loss of pay, benefits or seniority.

ARTICLE 17

HEALTH AND SAFETY

17:01 No member shall be compelled to operate any motor vehicle that does not meet the standards of the Registry of Motor Vehicles, as to tires, lights, etc., after a lapse of 24 hours or 48 hours on weekends from the time at which condition is noted in writing to the Shift Commander.

17:02 No member shall be compelled to do any repairs other than emergency repairs, except that members shall clean out their vehicle at the end of their tour of duty.

17:03 It shall be the duty of the member in charge of the cruiser to report any needed repairs to the Shift Commander immediately.

17:04 No member shall be held liable for defective equipment that has been reported to the Shift Commander.

17:05 Any member who has to use his/her motor vehicle for any departmental matter shall be compensated at I.R.S. approved business rate.

17:06 Each member shall be provided mutually approved leather gloves and one-way valve masks as needed.

ARTICLE 18

OCCUPATIONAL SICK LEAVE

18:01 Every employee who is incapacitated for duty because of injury sustained in the performance of duty shall be compensated in accordance with M.G.L. c41 111F, as amended from time to time.

18:02 (a) Vacation and sick leave shall not accrue after any period of (3) three full calendar months in which the employee is on injured leave.

(b) Night differential and Specialist Pay shall not be paid after any period of there (3) full calendar months in which the employee is on injured leave.

(c) For the purpose of this section, any return to work of less than four (4) consecutive days during the three month period shall not constitute a break in the employee's "injured leave" status.

ARTICLE 19

NON-OCCUPATIONAL SICK LEAVE

Non-occupational sick leave shall be granted in accordance with the provision hereof, without loss of pay, benefits or seniority, to each member for sickness or injury sustained by a member otherwise than in the performance of duty. An employee absent for four (4) consecutive days or more may be required to submit a doctor's certificate to the Chief attesting to the reasons for the absence. Abuse of sick leave benefits may be grounds for discipline.

Sick leave may be used only for bona fide illness or injury, with the exception that up to ten (10) sick days may be used per calendar year for the illness or injury of the employee's immediate family member (family sick days). Family sick days shall not limit or negatively impact the employee's opportunity to work details and overtime.

On July 1st of each year, the Town will grant three (3) personal days to each unit member. Personal days are non-cumulative and must be used by June 30th in the fiscal year they were granted. The Town will not buy back personal days upon termination of employment or retirement.

19:01 Each employee shall be granted one and one-quarter (1 ¼) days of sick leave for each month of continuous service.

19:02 All unused non-occupational sick leave in each year shall be allowed to accumulate without limit.

19:03 Upon the death, retirement, or resignation after fifteen (15) years of service of an employee, the employee, or in the event of death, his/her estate, shall receive within thirty (30) days thereof a lump sum for payment of two hundred seventy-five dollars (\$275) for each sick day accumulated, for a maximum of one hundred (100) days. To be eligible for sick leave buy back on retirement or resignation, a minimum of six months' notice must be given. The Town Administrator may waive the requirement to provide six months' notice if extenuating circumstances exist. Employees who give six months' notice, but less than 12 months' notice shall receive 50% of the applicable buy back benefit. Employees who give at least 12 months' notice shall receive full buy back.

19:04 No employee shall be penalized for taking sick time unless deemed an abuser by the Chief.

19:05 A LEAVE OF ABSENCE: Any employee who has completed at least one (1) year of continuous service, shall upon his/her request, and with the approval of the Chief of Police and the Town Administrator, which approval will not be unreasonably held, be granted a leave of absence without pay, in intervals of 90 days, not to exceed one year in total. Employees granted a leave of absence shall be classified as out of service of the Town and shall not be entitled to other benefits as may be provided by the Town, including but not limited to seniority, sick leave, vacation leave and any other financial compensation during the periods of the leave. Leaves of absence shall not be granted to enable an employee to accept other employment or for self-employment. Upon expiration of an approved leave of absence or sooner if he/she wishes, the employee shall be reinstated in the position which he/she held at the time such leave was granted.

19:06 Any employee, who has not used sick time for six consecutive months, shall have an additional personal day credited.

19:07 Sick and personal leave under this article shall be taken in half hour increments in accordance with the department's established practices and policies regarding time off.

19:08 Members who have accumulated a minimum of 120 sick days may buy back up to five (5) days each fiscal year. To participate in this program, a member must notify the Chief in writing by January 30th of the preceding fiscal year. Emergency exceptions to this notification date may be allowed at the discretion of the Chief. The five (5) days of pay shall be deducted from a member's accumulated sick leave, which in no case shall be allowed to go below 120 days.

ARTICLE 20

VACATIONS

20:01 Vacations shall be granted in accordance with the Holyoke decision and the following schedule:

<u>YEARS OF EMPLOYMENT in Town of Burlington</u>	<u>VACATION ALLOWANCE</u>
6 months - 1 year	1 WEEK
1 year - 5 years	2 WEEKS
5 years - 10 years	3 WEEKS
Over 10 years	4 WEEKS

20:02 Seniority, in accordance with Article 14, in conjunction with department needs, shall determine priority in the selection and allocation of vacation time.

20:03 All specialists referred to in section 11:03 shall be excluded from the vacation roster.

20:04 If a member of the bargaining unit, due to illness or accident, is unable to begin his/her vacation as scheduled, the employee shall immediately notify the department and request his/her status be changed from vacation to sick leave.

20:05 Vacations of one week or more will not be unreasonably denied.

20:06 Vacation leave of less than one week may be granted to any employee, who submits a request, if a replacement is available.

20:07 When a member is ordered to appear in court for civil or criminal cases, in performance of his/her official duties during an approved vacation day, the member shall be granted either an additional vacation day for such appearance or payment, not both.

20:08 When a vacation period extends for a period of one month or more making a shift vacant, any member of the bargaining unit may apply in writing for the vacancy. The member with the greatest seniority shall be given preferential consideration.

20:09 An employee will be allowed to take compensatory (circle) time in lieu of overtime payment for time worked. This will be in accordance with the provisions of the Fair Labor Standards Act (FLSA). Employees shall be allowed to accumulate up to 120 (one hundred twenty) hours of compensatory (circle) time. Use of circle time in lieu of vacation time will be at the discretion of the Chief of Police. A member may not accumulate more than 120 hours of circle time.

20:10 Employees shall be credited with their annual vacation allotment January 1st of each calendar year. Upon termination of employment, death or retirement, employees or their estates shall be entitled to the pro-rated portion of their vacation accrual, based on the employee's month of hire.

20:11 Effective July 1, 2005, buyback of vacation time shall be limited to 14 days annually. To participate in this program, a member must notify the Chief in writing by January 30th of the preceding fiscal year. Emergency exceptions to this notification date may be allowed at the discretion of the Chief. Carryover of vacation time shall be limited to 42 days each year. Buyback at retirement shall be limited to a maximum of 14 days.

20:12 The Chief or his/her designee shall request members of the bargaining unit submit summer time off requests between the dates of April 15th and May 1st of each year for the time off period beginning the Friday before Memorial Day through Labor Day, which shall then be posted by May 15th. The Chief or his/her designee shall request members of the bargaining unit submit winter time off requests between the dates of August 15th and September 1st of each year for the period beginning October 1st through Super Bowl Sunday, which shall then be posted by September 15th. Time off will be granted by seniority during these bid periods. After the advance bids have been granted and posted, as well as during the non-bid periods, requests for single days will be granted on a first-come-first-serve basis, subject to appropriate manning levels.

20:13 Vacation and compensatory leave under this article shall be taken in half hour increments in accordance with the department's established practices and policies regarding time off.

20:14 After fifteen (15) years of service to the Town of Burlington, upon notice of retirement or resignation, an employee shall receive one (1) vacation day, in addition to the days granted in section

20:01. This additional vacation day shall be used in the calculation of the employee's pro-rated portion of vacation accrual in accordance with Appendix D.

ARTICLE 21

HOLIDAYS

21:01 Holidays shall be as defined as listed below:

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

21:02 An employee may be granted time off in lieu of holiday pay when said authorized absence is used for an extended sick leave when all other available time has been used. A member will not be compensated for a holiday in which he/she uses sick time that was not approved prior to the holiday, or if the member has exhausted all of his/her sick time.

21:03 For the purposes of this Article, the Holiday is the twenty-four hour period starting at 12:01 AM of the day the Town observes the Holiday.

21:04 Work schedules will not be changed to deprive a member of a holiday off.

21:05 When an employee terminates employment for any reason, he/she shall be entitled to all Holiday pay accrued.

21:06 Holiday pay will be paid in the first pay period of December.

21:07 Holiday pay shall be computed at $\frac{1}{4}$ the regular weekly compensation for each Holiday.

21:08 Whenever the State or Federal Government, through a resolution of the Great and General Court declares a permanent Holiday, the Town agrees to compensate the members of this Union pursuant to the provision of Section 21:07, as herein detailed.

21:09 Members working an assigned shift on either Christmas or Thanksgiving will be paid an additional one-half ($\frac{1}{2}$) times their hourly rate for the shift (for example, a member working his/her regular shift, or a member that swaps in to work another member's shift, will receive time and $\frac{1}{2}$ for the shift; a member working an overtime shift shall receive 2 times their hourly rate). The following shifts shall be eligible for this provision:

Thanksgiving	Christmas
12:00am – 8:00am on Thanksgiving Day	12:00am – 8:00am on Christmas Day
8:00am – 4:00pm on Thanksgiving Day	8:00am – 4:00pm on Christmas Day
4:00pm – 12:00am on Thanksgiving Day	4:00pm – 12:00am on Christmas Day

ARTICLE 22

INCENTIVE PAY/EDUCATIONAL PROGRAM

22:01 Burlington Education Incentive Program (effective 12/1/2011): Each eligible employee shall receive compensation for earned educational credits certified by the Massachusetts Board of Higher Education as of September 1st each year, equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Education Level</u>	<u>Rates</u>
Associates Degree*	10% of base pay
Bachelor's Degree	20% of base pay
Masters/Law Degree	25% of base pay

It is the intent of this Section to guarantee 100% payment of Education Incentive pay benefits notwithstanding any further legislation which might affect MGL c.41 §108L, or the Town's reimbursement by the Commonwealth. If MGL c.41 §108L shall be repealed or amended, employees shall continue to receive the Education Incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said c.41 §108L, had said statute not been repealed or amended, and the Town shall pay the entire amount thereof.

Education incentive payments shall be based on the member's base salary only, not including longevity, shift differential, holiday pay, overtime calculations, or any other stipends. The Town will commence education incentive payments on a weekly basis for those members who have provided certified college transcripts. Members will receive education incentive payments within 30 days after presentation and acceptance of certified transcripts.

*Employees shall be granted ten percent (10%) base salary increase upon earning sixty (60) credits toward a baccalaureate degree and on presentation of proper documentation of earned credits.

The education program under this section shall include the same quality guidelines, standards and review processes for accredited institutions as set forth in MGL c.41 §108L.

Recognizing the benefit that non-criminal justice degrees may have to the Burlington Police Department, the Chief may award the Educational Incentive Pay if eligible under Section 22:01 for any degree (or upon earning 60 credits as listed above) which in his/her discretion will enhance the departmental operations. The Chief's decision shall be final and not subject to the grievance and arbitration procedure.

22:02 Any employee who has attained a degree which is not eligible for the compensation listed above in Section 22:01 shall receive the following stipends:

- Associate's degree in Criminal Justice, \$2,500 annual stipend
- Bachelor's degree in Criminal Justice, \$5,000 annual stipend
- Master's degree in Criminal Justice or Law Degree, \$10,000 annual stipend

Recognizing the benefit that non-criminal justice degrees may have to the Burlington Police Department, the Chief may award the annual stipends listed above for all members not eligible under Section 22:01 for any degree which in his/her discretion will enhance the departmental operations. The Chief's decision shall be final and not subject to the grievance and arbitration procedure.

Stipend payouts shall be calculated in the same manner and paid on the same basis as the Educational Incentive Pay in Section 22:01 above.

ARTICLE 23

CLOTHING AND EQUIPMENT

23:01 The Town agrees to replace articles damaged or destroyed in the line of duty.

23:02 Lost articles or items damaged maliciously by the employee shall be paid by the employee within 90 days.

23:03 If there is a change in the present uniform, the Town agrees to assume the cost of such change.

23:04 Each member of the Detective Division and the Bicycle Supervisor shall receive a \$160 annual clothing allowance payable the first pay period of July.

23:05 All equipment required by members of the Union shall be supplied by the Town at no charge to the employee and replaced by the Chief as he/she deems necessary. For the purposes of this section, equipment includes, but is not limited to:

Soft Body Armor	Badge	Hat Badge
Firearm & Holsters	Handcuffs & Case	OC Spray & Holder
Magazines (3) & Holder	Baton & Holder	Tourniquet & Holder
Radio & Holder	Taser & Holster	Duty Belt & Keepers
Tie Clip	Collar Pins	Nameplate
Whistle & Chain	Traffic Vest	Summer & Winter Hat & Bands
Police & Flag Patches	Tie	Under Belt
Tac Vest Carrier/Plain Clothes	Exterior Vest Carriers	Flashlight
Magazine/Handcuff Holder	Sergeant Chevrons	Captain & Lieutenant Bars
Three Season Jacket	Winter Jacket	

One (1) uniform shirt, short or long sleeve, and one (1) uniform pants (and piping), including all uniform stitching, shall be provided by the Town to each member annually. Uniforms, and personal items such as, eyeglasses, contact lenses, dentures, watches and other items of similar nature, damaged or destroyed in the line of duty shall be repaired or replaced by the Town. The purchase of soft body armor shall be paid for by the Town. The Town shall replace damaged or worn soft body armor as reasonably called for by the manufacturer's warranty. Any new equipment issued by the department shall be added to this list.

Members who notify the Chief in writing of their intention to retire shall be provided the appropriate name tag, collar pins, Badge and Hat Badge to wear if they are appointed as a Special Police Officer prior to their last scheduled day of work. Members shall be allowed to retain all clothing and equipment necessary to perform the duties of a Special Police Officer, except for department issued Firearm, Taser, and radio.

ARTICLE 24

INSURANCE AND RETIREMENT

24:01 During the life of this Agreement, the Town of Burlington shall contribute 70% of the current HMO Plans with a minimum of two (2) HMO Plans being offered and the employee shall contribute 30% of the HMO plans.

During the life of this Agreement, the Town of Burlington shall contribute 50% of the current PPO Plan and the employee shall contribute 50% of the PPO Plan.

24:02 During the life of this Agreement, the Town shall offer a Flexible Benefit Plan in accordance with all applicable Federal and Massachusetts Laws and regulations. All administrative costs of this plan shall be paid by the Town of Burlington.

24:03 Health Reimbursement Arrangement (HRA) When an employee is enrolled in either the Network Blue New England Deductible Plan or the Harvard Pilgrim Best Buy Deductible Plan, the Town of Burlington will reimburse employees for the first 50% of their deductible. The deductibles for these plans require a \$1,000 per individual and a \$2,000 per family deductible per calendar year.

Health Savings Account (HSA) When an employee is enrolled in the Harvard Pilgrim HSA, the Town of Burlington will contribute at least 50% of the deductible amount per year into the HSA. The deductibles for these plans require a \$3,000 per individual and a \$6,000 per family deductible per calendar year.

The parties' Agreement on health insurance and specifically, the 50% HRA and HSA agreement, shall be in effect from July 1, 2022 through June 30, 2025.

The parties agree that any changes to the above provisions will be bargained in accordance to one of the following three Massachusetts statutes:

- a) M.G.L. c. 150E
- b) M.G.L. c. 32B, § 19
- c) M.G.L. c. 32B, §§ 21-23

ARTICLE 25

DEATH IN THE LINE OF DUTY

25:01 If, as a result of an accident while responding to or returning from any emergency, or as the result of an accident involving a Police Department vehicle in which the employee is riding, or at the scene of any emergency or otherwise in the performance of official duties, an employee dies, is killed, or sustains injuries which are the proximate cause of death, there shall be paid to the widow/er of such employee for a period of twenty (20) years or until his/her remarriage, if he/she remarries within twenty (20) years, 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 at the time of death.

25:02 For purposes of Section 25:01 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 reach the maximum at the time of his death.

25:03 The pension provided for in Section 25:01 and 25:02 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/widower, estate or other representative.

25:04 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 25:01 hereof above, the Town shall pay the reasonable funeral and burial expenses incurred with respect to such deceased employee.

25:05 The Town shall, for each employee covered by this agreement, apply for, maintain and pay ninety nine percent (99%) of the premium payable for the maximum amount of group life insurance and group accidental death or dismemberment insurance which could be purchased by a municipal employer which has accepted all the relevant statutory provisions necessary to effectuate such maximum coverage with respect to the Town's Police Officers. The employee shall pay one percent (1%) of the required premiums. No payment shall be made hereunder unless and until permitted by law.

25:06 Upon the death of an employee while in the performance of duties, all health insurance coverage shall be continued for such employee's spouse (prior to remarriage) and dependents, which in the case of children shall mean prior to their emancipation or marriage or reaching their majority, whichever first occurs, such percentage of the premium thereof as was last paid during the employee's lifetime. The employee's spouse, or dependents, as the case may be, shall pay the remainder of such premiums.

ARTICLE 26

BEREAVEMENT LEAVE

26:01 Bereavement leave shall be granted as follows:

Up to four (4) days leave for the immediate family; up to three (3) days leave for other family members. Immediate family is defined as the employee's spouse, the employee's and/or spouse's: parents, children, stepchildren, sons-in-law, daughters-in-law, grandparents, sisters, brothers, and grandchildren. Other family members are defined as the employee's and/or spouse's: uncles, aunts, first cousins, nieces, nephews, and any other person residing in the employee's home at the time of death.

ARTICLE 27

MISCELLANEOUS

27:01 The Town and the Union recognize that the Burlington Police Department received State Accreditation on March 6, 2008 through the Massachusetts Police Accreditation Commission. As a result, the Police Department has adopted new Policies and Procedures/Rules and Regulations. The Town and the Union agree that the Police Chief shall strive to maintain adequate supervisory levels on all shifts that are consistent and comply with the provisions set forth in the new policies and rules documents, subject to budgetary considerations. It is agreed to by all parties that no member of the bargaining unit will be held accountable from a disciplinary standpoint for any infractions that may occur as a result of supervisory minimums, should they fall below accreditation standards.

27:02 Police patches worn by regular full-time officers and Special Police Officers who are retired full-time officers shall be distinctly different from those worn by all other special officers or traffic supervisors.

27:03 On Duty members shall be allowed to attend BPCOU meetings at the discretion of the Chief or his/her designee.

27:04 An employee who has been employed for twelve (12) consecutive months and who has worked 1,250 hours in the last twelve months is entitled to up to a total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave. Employees, for documented sick leave purposes, shall be allowed to use sick leave for their own medical leave requests. An employee may elect to use up to one half (½) of their accumulated sick leave days for the purpose of arranging care for a member of the family suffering from a serious illness.

The employee should give at least 30 days notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of the family illness. An employee can be asked to certify that he/she is needed to care for the family member. The rights, benefits and obligations in connection with FMLA shall be in accordance with the regulations promulgated by the U.S. Department of Labor. Present practices with respect to bargainable issues will be continued.

ARTICLE 28

SEVERABILITY

28:01 If any provision of this agreement as it now exists or may hereafter be amended, is held to be invalid, suspended or found to be prohibited by Law or any other Tribunal of Competent Jurisdiction and final appeal, or if compliance with enforcement or 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 immediately consult and confer for the purpose of arriving at a mutually satisfactory replacement for the provision. In the event that the invalidation, suspension, prohibition, injunction or restraint is lifted or dissolved and the TOWN and the UNION shall not have at the 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 29

IMPLEMENTATION

29:01 Upon ratification of this Agreement by a majority of the employees covered by this Agreement, the Select Board 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 M.G.L. c.150E and the affirmative endorsement and recommendation for the acceptance of this Agreement as executed by the parties hereto.

ARTICLE 30

RECISSION OF CIVIL SERVICE

30:01 The BPCOU agrees that the Town may remove the department from Civil Service. The warrant article to revoke Civil Service will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) for the regular or permanent members of the Burlington Police Department. The parties acknowledge that Chapter 4, section 4B provides that revocation of Civil Service "shall not affect any contractual or Civil Service rights which have come into existence between the Town and any employee of the Police Department as a result of the original acceptance."

ARTICLE 31

DURATION

This Agreement shall become effective on July 1, 2022 and shall remain in effect for a period of three (3) years until June 30, 2025. It shall thereafter automatically renew itself for successive contract years of twelve months each unless either party shall have given the other written notice, certified mail, return receipt requested, on or before the first 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 of the new contract year, specifically designating 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.

This Agreement shall remain in full force and effect until any modifications have been agreed upon, or until a successor agreement has been executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals effective as of July 1, 2022.

For the B.P.C.O.U.

W. Tre
William Trelegan, President

D. J. H. McLean
David McLean, Vice President

Timothy McDonough
Timothy McDonough, Treasurer

Kevin Doherty
Kevin Doherty, Secretary

Thomas Carlson
Thomas Carlson, Negotiator

12/29/22
Date

For the Town of Burlington

Paul F. Sagarino, Jr.
Paul F. Sagarino, Jr, Town Administrator

John Danizio
John Danizio, Asst. Town Administrator

Joanne M. Faust
Joanne M. Faust, HR Director

1/11/2023
Date

SELECT BOARD

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

1/11/2023
Date

APPENDIX A
SALARY SCHEDULE

7/1/22-6/30/23

2.50%		%	Sergeant	Lieutenant	Captain
Base Compensation:		between steps		<i>15% above Sgt Base</i>	<i>20% above Lt Base</i>
Step 1	<10 years		\$1,621.75	\$1,865.01	\$2,238.02
Step 2	10+ years	3.25%	\$1,674.46	\$1,925.63	\$2,310.75
Step 3	15+ years	3.25%	\$1,728.88	\$1,988.21	\$2,385.85
Step 4	20+ years	2.25%	\$1,767.78	\$2,032.94	\$2,439.53
Step 5	25+ years	2.00%	\$1,803.13	\$2,073.60	\$2,488.32

7/1/23-6/30/24

2.50%		%	Sergeant	Lieutenant	Captain
Base Compensation:		between steps		<i>15% above Sgt Base</i>	<i>20% above Lt Base</i>
Step 1	<10 years		\$1,667.03	\$1,917.09	\$2,300.50
Step 2	10+ years	3.50%	\$1,725.38	\$1,984.18	\$2,381.02
Step 3	15+ years	3.25%	\$1,781.45	\$2,048.67	\$2,458.40
Step 4	20+ years	2.50%	\$1,825.99	\$2,099.89	\$2,519.86
Step 5	25+ years	2.25%	\$1,867.07	\$2,147.13	\$2,576.56

7/1/24-6/30/25

2.50%		%	Sergeant	Lieutenant	Captain
Base Compensation:		between steps		<i>17.5% above Sgt Base</i>	<i>17.5% above Lt Base</i>
Step 1	<10 years		\$1,713.42	\$2,013.27	\$2,365.59
Step 2	10+ years	4.00%	\$1,781.96	\$2,093.80	\$2,460.21
Step 3	15+ years	3.50%	\$1,844.32	\$2,167.08	\$2,546.32
Step 4	20+ years	2.50%	\$1,890.43	\$2,221.26	\$2,609.98
Step 5	25+ years	2.50%	\$1,937.69	\$2,276.79	\$2,675.23

APPENDIX B

PROMOTIONAL PROCEDURE

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Town Administrator is the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, parental status, veteran status, age, union activity, religion, political affiliation, physical handicap or sexual preference.

When a vacancy occurs within the B.P.C.O.U. the appointing authority shall fill the position within a reasonable amount of time from the date the position becomes vacant.

Procedures

Promotions of sworn personnel are processed under the direction of the Human Resources Director. His/her duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any companies or consultants contracted to participate in the promotion process;
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement; and
4. Maintaining copies of active promotion lists.

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Human Resources Director.

Promotional materials shall be retained by the Human Resources Director for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations and other related materials.

Notice of a Promotional Process

The Chief, or his/her designee, shall advise all affected personnel of an upcoming promotional process no less than 90 days in advance of the assessment date by:

1. Immediately posting the notice in a prominent place within the police station;
2. Forwarding the notice to supervisors to be read at roll call; and
3. Forwarding an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the assessment notice by email or first class mail.

Eligibility

To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent full time member of the Burlington Police department for a minimum of five years full time service with the department and with a minimum of two years of service as a Sergeant with the Burlington Police as of the assessment date and have a minimum of a bachelor's degree.

To be eligible for promotion to the rank of Captain the candidate must be a permanent full time member of the Burlington Police Department with a minimum of one year of service as a Lieutenant with the Burlington Police Department as of the assessment date and have a minimum of a bachelor's degree.

Should fewer than three Lieutenants elect to participate in a promotional process for the rank of Captain, the process will be open to Sergeants with a minimum of five years of full time service with the department and with a minimum of two years of service as a Sergeant with the Burlington Police as of the assessment date and have a minimum of a bachelor's degree.

Promotional Process

Promotions to the rank of Captain and Lieutenant will be based on an assessment center evaluation and an oral board. Written exams may be used if more than five (5) candidates elect to participate in the promotional process.

Assessment center evaluations will be given when determined by the Chief of Police however all vacancies will be filled within a reasonable amount of time following the vacancy.

The Town will consult with the union and determine the process for assessment centers and provide that to the Union in advance

Assessment results are valid for one promotional process following the assessment unless otherwise agreed but no eligibility list will exceed one year from the date of the assessment.

One union representative may attend the assessment center for observational purposes, pursuant to the guidelines established by the organization conducting the assessment center. If available, videotapes of the assessment center may be reviewed by a team of representatives of the Town and Union solely for the purposes of an appeal process.

In the interest of career development the Chief of Police shall make every effort to meet with candidates once the promotional process is complete, for purposes of providing feedback to candidates. To the extent possible, an assessment center will include a debrief with the candidates.

Candidate Interviews

In addition to an assessment center, nothing shall prevent the Appointing Authority from conducting an interview of the candidates, to include oral boards. Interviews shall be conducted from a prepared list of questions, reviewed by a union representative, and the board(s) will rate responses.

Candidate Selection

The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience;
2. Performance evaluation in his/her present position (including contributions to the department);
3. Results of Assessment Center, written exam, and interview;
4. Supervisory evaluation of the employee's promotion potential;
5. Sick Leave record;
6. Formal education and training
7. Disciplinary record of the employee;
8. Work ethic and initiative.

Final Selection

The Town Administrator is the appointing authority and shall determine the final selection of a candidate for promotion. The parties agree that the union shall have the right to grieve and arbitrate only alleged violations of the Promotion Procedure, provided that any grievance cannot challenge any written exam question, any question or score from an oral interview or any question asked during interviews throughout the promotional process. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted but will have the right to have the promotional process re-done. The Town Administrator's decision on promotion will stand until the new promotional process is complete. If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The B.P.C.O.U. shall, on behalf of any candidate, file an appeal of the promotional process in accordance with section 7:02. All grievances under this promotional process will start at Step 3.

APPENDIX C

DRUG AND ALCOHOL POLICY

A. PURPOSE

The Town and the Union recognize that Police Officers, including supervisory and command positions, are safety sensitive positions, and that the Burlington Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. A Police Officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police 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 not validly obtained will be treated as abuse of illegal drugs.

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 reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, the Chief or designee will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion shall be based upon objective facts obtained by the Department and rational inferences that may be drawn from those facts. Those facts will be

recorded contemporaneously by whomever deems reasonable suspicion to exist. If the employee has information to rebut a finding of reasonable suspicion, the employee may present the evidence before the Town decides whether to direct him/her to take the test. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion. The Chief or designee must so direct the employee no later than 72 hours after suspecting such impairment or use. 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.

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 five 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 take a breathalyzer test or report to a testing laboratory approved by the U.S. Department of Health & Human Services. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. If administered by Burlington police personnel, it would be administered by an officer superior in rank (if practicable), and may be administered on the premises of the Town (e.g., by the Burlington Police Department, or other law enforcement agency). 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 sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. A split sample will be retained. The samples 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 Federal Government. The Town will notify the Union of the testing laboratory(s) to be utilized.

E. ENFORCEMENT

Ordinarily, a first time offender without a history of significant disciplinary infractions will be referred to an employee assistance program, but the Town reserves its legal rights to discipline up to and including discharge for serious offenses involving criminal conduct or other conduct resulting in physical harm to a person, physical damage to public or private property, or the like. Except as stated above, any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee whose violation of this policy might otherwise warrant discharge under this agreement. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. Any discipline imposed will be subject to the just cause provision of the collective bargaining agreement, Article 7A:07.

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 D
PRO-RATED VACATION ACCRUAL FOR FINAL YEAR**

Formula: “Jan. 1st days allotment” +/- “Pro-rated days based on month of hire” = “Adjusted total vacation hours”

<u>Hired JANUARY</u>				<u>Hired APRIL</u>			
<u>Retired</u>				<u>Retired</u>			
January	29 + (2.42)	=	251.36	January	29 - (4.84)	=	193.28
February	29 + (4.84)	=	270.72	February	29 - (2.42)	=	212.64
March	29 + (7.26)	=	290.08	March	29	=	232
April	29 + (9.68)	=	309.44	April	29 + (2.42)	=	251.36
May	29 + (12.1)	=	328.8	May	29 + (4.84)	=	270.72
June	29 + (14.52)	=	348.16	June	29 + (7.26)	=	290.08
July	29 + (16.94)	=	367.52	July	29 + (9.68)	=	309.44
August	29 + (19.36)	=	386.88	August	29 + (12.1)	=	328.8
September	29 + (21.78)	=	406.2	September	29 + (14.52)	=	348.16
October	29 + (24.2)	=	425.56	October	29 + (16.94)	=	367.52
November	29 + (26.62)	=	444.92	November	29 + (19.36)	=	386.88
December	29 + (29.04)	=	464.28	December	29 + (21.78)	=	406.2
 <u>Hired FEBRUARY</u>				 <u>Hired MAY</u>			
<u>Retired</u>				<u>Retired</u>			
January	29	=	232	January	29 - (7.26)	=	173.92
February	29 + (2.42)	=	251.36	February	29 - (4.84)	=	193.28
March	29 + (4.84)	=	270.72	March	29 - (2.42)	=	212.64
April	29 + (7.26)	=	290.08	April	29	=	232
May	29 + (9.68)	=	309.44	May	29 + (2.42)	=	251.36
June	29 + (12.1)	=	328.8	June	29 + (4.84)	=	270.72
July	29 + (14.52)	=	348.16	July	29 + (7.26)	=	290.08
August	29 + (16.94)	=	367.52	August	29 + (9.68)	=	309.44
September	29 + (19.36)	=	386.88	September	29 + (12.1)	=	328.8
October	29 + (21.78)	=	406.2	October	29 + (14.52)	=	348.16
November	29 + (24.2)	=	425.56	November	29 + (16.94)	=	367.52
December	29 + (26.62)	=	444.92	December	29 + (19.36)	=	386.88
 <u>Hired MARCH</u>				 <u>Hired JUNE</u>			
<u>Retired</u>				<u>Retired</u>			
January	29 - (2.42)	=	212.64	January	29 - (9.68)	=	154.56
February	29	=	232	February	29 - (7.26)	=	173.92
March	29 + (2.42)	=	251.36	March	29 - (4.84)	=	193.28
April	29 + (4.84)	=	270.72	April	29 - (2.42)	=	212.64
May	29 + (7.26)	=	290.08	May	29	=	232
June	29 + (9.68)	=	309.44	June	29 + (2.42)	=	251.36
July	29 + (12.1)	=	328.8	July	29 + (4.84)	=	270.72
August	29 + (14.52)	=	348.16	August	29 + (7.26)	=	290.08
September	29 + (16.94)	=	367.52	September	29 + (9.68)	=	309.44
October	29 + (19.36)	=	386.88	October	29 + (12.1)	=	328.8
November	29 + (21.78)	=	406.2	November	29 + (14.52)	=	348.16
December	29 + (24.2)	=	425.56	December	29 + (16.94)	=	367.52

This chart is based on a member with 15+ years of service in Burlington.

Formula: "Jan. 1* days allotment" +/- "Pro-rated days based on month of hire" = "Adjusted total vacation hours"

<u>Hired JULY</u>				<u>Hired OCTOBER</u>			
<u>Retired</u>				<u>Retired</u>			
January	29 - (12.1)	=	135.2	January	29 - (19.36)	=	77.12
February	29 - (9.68)	=	154.56	February	29 - (16.94)	=	96.48
March	29 - (7.26)	=	173.92	March	29 - (14.52)	=	115.84
April	29 - (4.84)	=	193.28	April	29 - (12.1)	=	135.2
May	29 - (2.42)	=	212.64	May	29 - (9.68)	=	154.56
June	29	=	232	June	29 - (7.26)	=	173.92
July	29 + (2.42)	=	251.36	July	29 - (4.84)	=	193.28
August	29 + (4.84)	=	270.72	August	29 - (2.42)	=	212.64
September	29 + (7.26)	=	290.08	September	29	=	232
October	29 + (9.68)	=	309.44	October	29 + (2.42)	=	251.36
November	29 + (12.1)	=	328.8	November	29 + (4.84)	=	270.72
December	29 + (14.52)	=	348.16	December	29 + (7.26)	=	290.08
 <u>Hired AUGUST</u>				 <u>Hired NOVEMBER</u>			
<u>Retired</u>				<u>Retired</u>			
January	29 - (14.52)	=	115.84	January	29 - (21.78)	=	57.76
February	29 - (12.1)	=	135.2	February	29 - (19.36)	=	77.12
March	29 - (9.68)	=	154.56	March	29 - (16.94)	=	96.48
April	29 - (7.26)	=	173.92	April	29 - (14.52)	=	115.84
May	29 - (4.84)	=	193.28	May	29 - (12.1)	=	135.2
June	29 - (2.42)	=	212.64	June	29 - (9.68)	=	154.56
July	29	=	232	July	29 - (7.26)	=	173.92
August	29 + (2.42)	=	251.36	August	29 - (4.84)	=	193.28
September	29 + (4.84)	=	270.72	September	29 - (2.42)	=	212.34
October	29 + (7.26)	=	290.08	October	29	=	232
November	29 + (9.68)	=	309.44	November	29 + (2.42)	=	251.36
December	29 + (12.1)	=	328.8	December	29 + (4.84)	=	270.72
 <u>Hired SEPTEMBER</u>				 <u>Hired DECEMBER</u>			
<u>Retired</u>				<u>Retired</u>			
January	29 - (16.94)	=	96.48	January	29 - (24.2)	=	38.4
February	29 - (14.52)	=	115.84	February	29 - (21.78)	=	57.76
March	29 - (12.1)	=	135.2	March	29 - (19.36)	=	77.12
April	29 - (9.68)	=	154.56	April	29 - (16.94)	=	96.48
May	29 - (7.26)	=	173.92	May	29 - (14.52)	=	115.84
June	29 - (4.84)	=	193.28	June	29 - (12.1)	=	135.2
July	29 - (2.42)	=	212.64	July	29 - (9.68)	=	154.56
August	29	=	232	August	29 - (7.26)	=	173.92
September	29 + (2.42)	=	251.36	September	29 - (4.84)	=	193.28
October	29 + (4.84)	=	270.72	October	29 - (2.42)	=	212.34
November	29 + (7.26)	=	290.08	November	29	=	232
December	36 + (9.68)	=	309.44	December	29 + (2.42)	=	251.36

This chart is based on a member with 15+ years of service in Burlington.

APPENDIX E

BODY WORN CAMERA PROGRAM

GENERAL CONSIDERATIONS

The purpose of this policy is to establish guidelines for the proper use, management, storage, and retrieval of video and audio data recorded by Body Worn Cameras (BWCs). They are an effective law enforcement tool that reinforces the public's perception of police professionalism and preserves factual representations of officer-civilian interactions. BWCs may be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of incidental evidence or contraband.

The equipment will enhance the Department's ability to document and review statements and events during the course of an incident, preserve video and audio information and evidence for investigative and prosecutorial purposes. BWC recordings, however, provide limited perspective of encounters and incidents and must be considered with all other available evidence, such as witnesses' statements, officer interviews, forensic analysis and documentary evidence. Video images cannot always show the full story nor do video images capture an entire scene. Any person reviewing body-worn camera footage must be cautious before drawing conclusions about what is truly being represented on footage. Additionally, studies have shown that BWCs are a contributing factor in reducing complaints against police officers, increasing police accountability, and enhancing public trust.

This policy is not meant to create the necessity for more reports by officers. However, any circumstance where the BWC does not function properly or other circumstances arise that do not allow for a full recording of any interaction; a recording is interrupted; or the camera is not activated in accordance with this policy, a log entry shall be made or a report shall be generated.

POLICY

It is the policy of the Burlington Police Department to respect the legitimate privacy interests of all persons in Burlington, while ensuring professionalism in its workforce. Officers shall only use BWCs within the context of existing and applicable federal, state, and local laws, regulations, and Department rules and policies. The Department prohibits recording civilians based solely upon the civilian's political or religious beliefs or upon the exercise of the civilian's constitutional rights, including but not limited to freedom of speech, religious expression, and lawful petition and assembly. BWC footage shall not be reviewed to identify the presence of individual participants at such events who are not engaged in unlawful conduct. [41.3.8(a)]

PROCEDURES

1. Training Requirements

- a. Prior to its use, all officers shall be trained in the proper use of the BWCs. Additional training may be required at periodic intervals to ensure proper use and operations, calibrations, and to incorporate changes, updates, or other revisions in policy and equipment. All training shall become part of the individual officer's permanent training record. Training shall include the following:
 - 1) Review of department policy.
 - 2) Instruction in the systems features and functions as established by the manufacturer.
 - 3) Procedures for properly securing audio/video evidence from BWC.

- 4) Review privacy rights and associated case law.

2. Camera Activation and Use [41.3.8]

- a. Recordings shall be specific to an incident. Officers shall not indiscriminately record entire duties or patrols. [41.3.8(a)]
- b. Officers will only use BWCs on duty and during engagement in a police function.[41.3.8(a)]
- c. Officers may activate BWCs in many situations, however this policy is not intended to describe every possible circumstance. When safety permits, Officers shall make all reasonable efforts to activate the video and audio components of BWCs during calls for service or encounters alleging armed, violent or assaultive individuals, or incidents involving use of force, search or arrest warrant service, pursuits (when practical), encounters which escalate or become adversarial, and all motor vehicle stops and crashes. [41.3.8(a)]
- d. Officers shall activate the BWCs and start recording upon arrival on scene of a call for service or when engaged in any law enforcement related encounter or activity, or upon activation of lights and siren. Officers will have to manually activate the BWC, unless activated by automatic triggers agreed upon and implemented by the Burlington Police Department. Automatic trigger initiation, or auto-trigger technology shall be applied and implemented (by agreement) separate and apart from this policy, but any such agreement will be incorporated herein by reference. [41.3.8(a)]
- e. Officers may use their discretion when deciding to activate the BWC during incidental public contact during the ordinary course of a duty day. Officers are not required, or expected, to activate their BWC when conducting police engagement activities or other situations that do not involve the delivery of police services. Officers may, at their own discretion, activate their cameras during these instances if they feel it useful or necessary. Officers may also activate their cameras outside of the mandatory requirements at their discretion but shall make a reasonable effort to inform individuals they are being recorded and must abide by exceptions and prohibitions, as outlined in training and relevant laws. [41.3.8(a)]
- f. Once activated, the BWC shall remain activated until the event is completed in order to ensure the integrity of the recording, unless otherwise provided in this policy. If the officers de-activates the BWC, the officer should record the reason with a message on the BWC while activated and subsequently document same in their written report, if a written report is required or prudent given the circumstances. [41.3.8(a)]
- g. If an officer fails to activate the BWC the officer shall document in the incident report (or supplemental report on the reporting officer's incident report) that a recording failure occurred. If an officer is not required to create an incident report the officer shall notify the Officer-in-Charge via department email who will forward the recording failure to the Operations Captain.
- h. Officers should have their assigned BWC readily available to them while engaged in an extra-duty police detail assignment.
- i. All recordings should be classified by the conclusion of the shift or as soon as practicable.

3. Recording within a Residence

- a. Upon entering a private residence without a warrant or in non-exigent circumstances, the officer shall notify occupants if they are being recorded. When determining whether or not to record, the officer shall be guided by the safety of all person(s) present, and weigh the discretionary factors referenced in Section 4.b. below with the fact that a home is a uniquely private location. If the officer turns off the recording the officer should record the reason with a message on the BWC while activated and subsequently document the same in their report, if applicable.

4. Recording in Areas Where There May be a Reasonable Expectation of Privacy

- a. Officers should be mindful of locations where recording may be considered insensitive or inappropriate. Such locations may include locker rooms, places of worship, religious ceremonies, certain locations in hospitals or clinics, law offices, and day care facilities. At such locations, at the officer's discretion and based on the circumstances, the officer may turn off the BWC. The officer should record the reason with a message on the BWC while activated and subsequently document same in their written report. [41.3.8(a)]. They may also consider diverting the BWC away from any subjects and recording only audio, if appropriate. When exercising discretion in such situations, the officer should generally base his/her decision to stop recording, divert the BWC, or record only audio on the following BWC Discretionary Recording Considerations. The officer must be able to articulate the reason for his/her decision to exercise discretion.
- b. BWC Discretionary Recording Considerations include, but are not limited to: the sensitive or private nature of the activities or circumstances observed; the presence of individuals who are not the subject of the officer-civilian interaction; the presence of people who appear to be minors; any request by a civilian to stop recording; and the extent to which absence of BWC recording will affect the investigation.
- c. If an officer uses his/her discretion to turn off the BWC, the officer shall document in the incident report (or supplemental report on the reporting officer's incident report), if applicable, that he/she decided to stop recording by the end of the shift or as soon as practical.

5. Notice of Recording

- a. The officer shall make a reasonable effort to inform civilians that the officer is recording them unless an immediate threat to the officer's life or safety or the life or safety of any other person makes BWC notification dangerous. Officers shall notify civilians with language that indicates the transaction is being recorded. Officers shall not record civilians surreptitiously.

6. Consent to Record

- a. Officers do not have to obtain consent to record in a public place. If a civilian request the officer stop recording, the officer(s) has no obligation to stop recording if the officer is recording an occurrence identified in Section 2. When evaluating whether to stop recording, officers should weigh the BWC Discretionary Recording Considerations identified in Section 4. Officers should record the request to turn the BWC off and the officer's response to that request, if possible.

7. Recording of Victims / Witnesses

- a. If an officer's BWC would capture a visual or audio recording of a victim or witness who is giving his/her first account of a crime, the officer may record the encounter but should weigh the BWC Discretionary Recording Considerations specified in Section 4 in determining whether to activate or discontinue audio and/or video recording. If the officer decides to activate and/or continue audio and/or video recording, the officer shall make the notification specified in Section

5. If the victim is in any way unsure of the need for the recording or is uncomfortable with the thought of being recorded, the officer shall inform the civilian that the civilian may request to have the BWC turned off. If the camera is already activated, the officer should record the request to turn the BWC off and the officer's response, if possible.

8. BWC Deactivation

- a. To the extent possible, prior to deactivating a BWC, the officer shall state the reason for doing so. Generally, once the officer activates the BWC, the officer will continue recording until the event has concluded.

9. Camera Deployment

- a. **Officer Responsibility** - BWC equipment is the responsibility of every officer issued the equipment. Officers must use the equipment with reasonable care to ensure proper functioning. Officers shall inform their Patrol Supervisor as soon as possible of equipment malfunctions or loss of a BWC so that the Patrol Supervisor can procure a replacement unit.
- b. Police officers shall use only BWC issued by this Department. The BWC equipment and all data, images, video recordings, audio recordings, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Burlington Police Department and shall not be released without the authorization of the Chief of Police or his/her designee.

1) At the beginning of each shift, the officer will:

- a) Ensure that the issued equipment has a fully charged battery and is functioning properly; and
- b) Notify a Patrol Supervisor whenever there is a malfunction or damage to the BWC.

2) During each shift, the officer shall:

- a) Affix his/her BWC properly upon his/her uniform in a manner consistent with training;
- b) Position and adjust the BWC to record events;
- c) Position and adjust the BWC microphone to ensure that it is unobstructed;
- d) Activate the BWC and record as outlined in this policy;
- e) Document the existence of a BWC recording in all of the appropriate documents, (i.e. Incident Report, Citation, Administrative Reports);
- f) Notify supervisory and/or investigative personnel, of the existence of BWC recordings obtained during their tour of duty; and

- c. Document in the incident report (or supplemental report on the reporting officer's incident report) the circumstances and reasons if he/she fails to activate the BWC, fails to record the entire contact, interrupts the recording, or the BWC malfunctions. If an officer is not required to create an incident report the officer shall notify the OIC via department email who will note the circumstances in an Administrative log entry for future reference.

10. Body Worn Camera Location Services

- a. BWC location services shall only be accessible to, and only be accessed by, the agreed upon “BWC Working Group which is comprised of the Patrolman’s Union President and Vice President, the Command Officer’s Union President and Vice President as well as the supervisor assigned to the IT-Department.
- b. In an emergency situation (i.e. officer safety or a critical incident) the location services may be accessed by anyone in the BWC Working Group or an authorized command officer or designee during the specific incident. Once the emergency situation ceases, the location services shall no longer be accessed.
- c. Once the emergency has ended, the supervisor or OIC of the shift on duty at the time of the access shall forward a report, in writing, to the Deputy Chief of Police indicating the reason for the access, the general duration of the access, who performed the access, and other relevant information necessary to ensure compliance with this policy.

11. Request to Redact [41.3.8(b)]

- a. Officers wearing BWCs should be aware that their BWCs may unintentionally capture private/security information such as door codes, phone codes, and computer codes. If the officer knows that his/her BWC captured sensitive information or material, the officer shall inform the on-duty Supervisor and request redaction of the video prior to distribution to any outside parties. The officer shall notify the BWC Manager via department email regarding the nature of the information captured and the request for redaction. The Chief of Police will authorize redaction when he/she determines it is necessary. (For purposes of this policy, the BWC Manager will be named after adoption and set forth in a Personnel Order.)

12. Recording Restrictions

- a. Improper Recording - Officers shall not use BWC to record in violation of this Policy or any rule of the Burlington Police Department, including:
 - 1) During breaks, lunch periods, or time periods when an officer is not responding to a call, or when not in service;
 - 2) Any personal conversation of or between other department employees, including union interactions, without the recorded employee’s knowledge;
 - 3) Non-work-related personal activity, especially in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms, or restrooms;
 - 4) Investigative briefings;
 - 5) Encounters with undercover officers or confidential informants; or
 - 6) Departmental meetings, workgroups, in-service training, or assignments of an operational or administrative nature.
- b. If an officer inadvertently records as listed above, the officer shall follow the request to redact/delete procedures described in Section 11. [41.3.8(b)]

13. Improper Use of BWC Footage

- a. Officers shall use BWC data, images, video recordings, audio recordings, or metadata only for legitimate law enforcement reasons. They shall not use data, images, video recordings, audio recordings, or metadata for personal reasons, or non-law enforcement reasons.

- b. Department personnel shall not use BWC data, images, video recordings, audio recordings, or metadata to ridicule or embarrass any employee or person depicted on the recording.
- c. Department personnel shall not disseminate BWC data, images, video recordings, audio recordings, or metadata unless the Chief of Police or his/her designee approve the dissemination and the Department personnel disseminates the BWC data, images, video recordings, audio recordings, or metadata in the course of his/her official duties. An officer may disseminate images and/or video recordings that are related to an ongoing search for a suspect to other officers BWC's. [41.3.8(b)]
- d. Department personnel shall not copy or otherwise reproduce any BWC recording/footage (including using an iPhone, iPad, or other electronic or other device). [41.3.8(b)]
- e. No member of the department shall randomly review BWC recording/footage for any purpose inconsistent with this policy.[41.3.8(b)]

14. Supervisor Responsibilities

- a. All Duty Supervisors assigned to oversee officers utilizing Department-issued BWCs shall:
 - 1) Ensure officers are utilizing their BWC consistent with their training.
 - 2) Contact the Video Evidence Unit whenever any officer is unable to use the BWC or upload digitally recorded data due to technical problems.
 - 3) Request replacement BWC equipment from the BWC Manager when an officer indicates the equipment is lost or malfunctioning via department email, with a copy to the Operations Captain.

15. Internal Access / Review [41.3.8(b)]

- a. Officer Access to Their Own Footage (Not Related to Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force): Officers may review their own BWC recording when they are: (Refer to Section 15 b. for further direction on access related to death, Officer involved shootings and other deadly force situations.)
 - 1) Involved in an incident, for the purposes of completing an investigation and preparing official reports. To help ensure accuracy and consistency, officers should review the BWC recording prior to preparing reports;
 - 2) Preparing for court;
 - 3) Providing a statement pursuant to an internal investigation or other critical incidents. At the officer's request, the officer's attorney and/or Union Representative may be present when the officer views the video.
 - 4) If an officer requests access to footage be made available for a time frame longer than the retention schedule requires, a request should be sent to the Evidence Officer and the Community Services Sergeant via department email to extend retention schedule.
 - 5) If an officer needs a physical copy of their footage, a request shall be made via department email to the Evidence Unit. Physical copies of the video shall be subject to M.G.L. Ch. 66, Sec. 10 and in accordance with all applicable state laws and regulations.
 - 6) To ensure the BWC system is working correctly.
 - 7) To review/critique his or her own performance.

- b. Officer Access to Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force [41.3.8(b)]
 - 1) Following an officer involved death, officer involved shooting or other use of deadly force, officers and supervisors at the scene shall not view any video, except as permitted herein.
 - a) The on-scene incident commander shall be permitted to view BWC video and relay necessary information if exigent circumstances exist and it is necessary to view the video to (1) identify suspect information or (2) gather pertinent information that is necessary to protect life or safety.
 - b) At a time determined by the supervisor in charge of the investigation, officers who: (1) were involved in the incident, (2) discharged their weapon, and/or (3) witnessed the incident may view their own video before giving a statement. At the officer's request, the officer's attorney and/or Union Representative may be present when the officer views the video. [41.3.8(b)]
 - 2) BWC video footage is a tool that may aid officers in providing an accurate and complete account of the incident. BWC footage should not replace an officer's memories of the incident and the officer should base his/her statement on his/her memories, not solely on the video. [41.3.8(b)]

16. Officer Access to Footage [41.3.8(b)]

- a. Any Officer(s) and/or employee(s) not personally involved in an incident who need to review video or audio footage from another officer shall make a request via departmental email to the BWC Manager, copied to the Operations Captain, describing why they need to review the footage.
- b. The Operations Captain shall approve or deny the request. With approval, the BWC Manager will provide access to the video and audio footage to the requesting officer. If providing another officer's video or audio, the Operations Captain shall notify the officer whose BWC footage is requested that the BWC footage is being shared. This should be done in the original approval.

17. Supervisor Access to Footage [41.3.8(b)]

- a. Any supervisor within the officer's chain of command may review the footage consistent with Section 13. A supervisor outside the chain of command shall only be allowed to review the footage with the permission of the Chief of Police.
- b. Supervisors may review BWC data, images, video recordings, audio recordings, or metadata, consistent with this Policy, to assist them in completing use of force reviews.

18. The "Live Stream" function is a resource to aid in obtaining "real time" information to assist in critical incident or search and rescue management. Only Command Staff, authorized by the Chief or his designee, may access the "Live Stream" function of the system during critical or search and rescue incidents which pose a serious risk to life, serious risk of bodily harm, or imminent danger to any persons. If "Live Stream" is activated, those personnel shall complete a report to the Chief documenting

why the function was activated and the duration of the incident. Additionally, when possible, the officer subjected to the activation must be notified that the “Live Stream” function is activated. [41.3.8(b)]

- a. A quarterly audit of the “Live Stream” activation will be conducted to ensure that this feature is not being used for unauthorized discipline or randomly abused. The results of the audit and review will be made available by the BWC Manager.

19. External Access

- a. Federal, state, and local prosecutors shall make requests for BWC footage directly to the Court Liaison Officer or Records Division. In accordance with current practice, should an officer receive a subpoena for BWC footage, the officer shall direct the subpoena to the Court Liaison’s Office. The Prosecutor’s Office shall provide a copy of the subpoena as soon as practicable to the Evidence Officer for response.
- b. Officers are not permitted to provide video to any external partners and shall forward any requests made without a subpoena directly to the Court Liaison Officer.
- c. Upon receipt of the request, Evidence Officer shall determine if the case has been assigned to a detective. If the case has a detective assigned, the Evidence Officer will notify the detective supervisor and the detective supervisor or his/her designee will then contact the requesting party and authorize/deny the release of the video.
- d. If no detective is assigned to the case, the Evidence Officer shall review the BWC footage and provide it directly to the requestor after approval from the detective supervisor.

20. Public Information Requests

- a. Evidence Unit shall respond to public information requests submitted under M.G.L. Ch. 66, sec. 10 in accordance with all applicable state laws and regulations.

21. Officer Notification: In cases where the officer has not received a subpoena or request for BWC footage directly, the Evidence Officer will inform officers when their videos and/or BWC information are released by maintaining a monthly log and forwarding it to the BWC Manager, unless prohibited by legal or investigative restrictions.

22. Detective Notification: When releasing BWC footage to the public that has been designated as part of an investigation via the BWC Platform, the assigned detective should be notified, unless prohibited by legal or investigative restrictions.

23. Retention [41.3.8(c)]

- a. **Camera Storage:** BWC recordings and data are kept in a cloud-based storage platform managed by BWC Manager and accessible by the Evidence Officer. [41.3.8(b)(c)]
- b. **Video Footage Retention:** The Department will retain BWC footage based on categorization, but may retain the footage longer on a case-by-case basis as determined by the Chief of Police or his/her designee. The footage retention schedule for cloud-based footage access is as follows: [41.3.8(c)]
- c. Follow retention period as required by the Massachusetts Municipal Records Retention Schedule for City and Town Government and the Massachusetts Statewide Records Retention Schedule for State Agencies referred to as Schedule Number 06-18.