

AGREEMENT
BETWEEN
TOWN OF BURLINGTON
AND
BURLINGTON POLICE COMMAND OFFICERS UNION

July 1, 2019 - June 30, 2022

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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, HEREINAFTER 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 requires that orderly and constructive relationships be maintained between the parties: and

Whereas, the participation of 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**

Section 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 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.

Section 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.

Section 1:03: Notwithstanding anything in this agreement to the contrary, the Employer will adhere to the provisions of all state and federal laws, regulations, decisions and guidelines in its employment practices. The Employer shall not be deemed to be in violation of this article if its actions were taken in accordance with employment practices required by any state or federal agency. Alleged violation of this article shall not be made the subject of an arbitration proceeding hereunder, but relief may be sought through the appropriate agency.

ARTICLE 2
MANAGEMENT'S RIGHTS

Section 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 Board of Selectmen and the Town Administrator as set fourth in the Constitution and the General Laws of Massachusetts, and the By Laws of the Town of Burlington or any other statute or regulation.

Section 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 to 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

Section 3:01: BPCOU 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 shall be further agreed that any BPCOU Official or other authorized representative of the bargaining unit will be allowed to use up to a maximum union total of 116 man hours per calendar year with no overtime replacement to attend seminars, educational forums or any other business that may affect the members of the BPCOU.

ARTICLE 4
UNDERSTANDING OF AGREEMENT

Section 4:01: In order to provide a clear understanding of its content, the Town agrees to provide each member of the Bargaining Unit with a 5" x 8" inch copy of this Agreement.

ARTICLE 5
EMPLOYEE INFORMATION: UNION ACTIVITY

Section 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.

Section 5:02: A reasonable opportunity shall 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.

Section 5:03: The BPCOU officials and representatives are as follows: President, Vice President, Secretary, Treasurer and the Union officials shall appoint three (3) union stewards to cover the duties assigned to them.

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

Section 5:05: Space shall be provided at the Police Station for a BPCOU secure bulletin board and a four draw filing cabinet, to be provided by the Town. Pursuant to approval by the Police Chief, the Town agrees to provide office area for the BPCOU.

Section 5:06: Copies of all orders by the Selectmen, Town Administrator, Chief, or any officer of authority affecting members of the Bargaining Unit shall be provided to the BPCOU.

Section 5:07: A locker in the Guard Room shall be assigned to each member upon full-time permanent appointment. These lockers shall not be opened for any reason at any time without the officer's presence.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 6:01: The UNION shall have the right to present a grievance directly in its own name, in addition to its right to present a grievance on behalf of one or more of the employees. Any employee may present a grievance to the TOWN, in accordance with the procedure herein set forth, and have such grievance heard without intervention by the UNION, provided, however, that the TOWN shall immediately notify the UNION in writing of the filing of a grievance by any such employee and the UNION shall have been afforded a reasonable opportunity to be present at all meetings concerning said grievance, and provided, further, that any adjustment made upon such grievance shall not be inconsistent with the terms of the Collective Bargaining Agreement then in effect between the TOWN and the UNION.

Section 6:02: 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 shall present the grievance in writing, within 30 days of the onset of the grievance, on a form approved by the UNION, to the Chief of the Police Department, who shall acknowledge receipt of same in writing, and who shall then meet with the Grievance Committee within forty-eight (48) hours hereafter (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 Chief within five (5) calendar days after its presentation to the Chief, the Grievance may, within fourteen (14) calendar days after the date of presentation to the Chief, be presented to the Town Administrator in writing, who shall acknowledge receipt of same in writing.

Step 2: Within seven (7) calendar days after the presentation of the grievance to the Town Administrator, “**exclusive of Saturdays and Sundays and holidays**” the Town Administrator shall meet with the Grievance Committee to discuss and attempt to adjust the grievance. In the event that the grievance is not adjusted to the mutual satisfaction of the UNION and the Town Administrator within seven (7) days after its presentation to the Town Administrator, the grievance may within thirty (30) calendar days after its presentation to the Town Administrator, be submitted to final and binding arbitration.

Section 6:03: All time limitations established by this Article may be extended by mutual agreement of the parties involved.

Section 6:04: 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.

Section 6:05: 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 designee in investigating, discussing or processing a grievance during working hours shall be without loss of pay, benefits or seniority.

Section 6:06: There shall be one 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.

Section 6:07: 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 6A, hereof, provided however, that any such direct submission to arbitration shall not be construed to be a waiver or limitation of the rights of the employee or employees involved under Massachusetts General Laws, Chapter 31, as the same now exists or may hereafter be amended.

ARTICLE 6A
ARBITRATION

Section 6A:01: Any party hereto desiring to submit a dispute or controversy to final and binding arbitration pursuant to Article 6A 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 meeting, 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.

Section 6A:02: No arbitrator shall have the power to alter, amend, add to or subtract from the language of this Agreement.

Section 6A:03: The decision of the arbitrator shall be final and binding upon the parties.

Section 6A:04: The arbitrator shall submit findings of fact and decision within thirty (30) days after the conclusion of testimony and agreement. The decision of the arbitrator shall not be retroactive to a date more than ten (10) days prior to the date the grievance was first presented to the Chief.

Section 6A:05: The arbitration proceeding 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.

Section 6A:06: The arbitrator's fee shall be borne equally by the parties, provided, however, that each party shall bear the cost of its own presentation before the arbitrator. If a party desires a verbatim record of the proceedings, it may cause such 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 the arbitrator.

Section 6A:07: In disciplinary or other matters which are grievable under this contract or otherwise, and which are appealable under G.L.C. 31 S41-45 or C32 S16, an employee must make an election whether to appeal under state law as determined in the aforementioned general laws and G.L. 150E S8. After the employee has made the election of the course of appeal, it shall be the exclusive procedure by which the grievance is resolved.

ARTICLE 7
SALARIES

Section 7:01: The wages and differentials as applicable to the employees covered by this Agreement shall be set forth in the Appendix A and expressly made a part hereof:

APPENDIX A
WAGES AND DIFFERENTIALS

Base salaries shall be as follows:

Salaries for BPCOU members promoted prior to 6/8/2015:

7/1/2019 - 6/30/2020	Sergeant	Lieutenant	Captain
Annually	\$84,299.81	\$96,944.79	\$116,333.75
Upon 25 years of service	\$85,985.80	\$98,883.68	\$118,660.42

7/1/2020 - 6/30/2021	Sergeant	Lieutenant	Captain
Annually	\$86,196.56	\$99,126.04	\$118,951.26
Upon 25 years of service	\$87,920.49	\$101,108.56	\$121,330.28

7/1/2021 - 6/30/2022	Sergeant	Lieutenant	Captain
Annually	\$87,705.00	\$100,860.75	\$121,032.90
Annually *	\$88,801.31	\$102,121.51	\$122,545.82
Upon 25 years of service	\$89,459.09	\$102,877.96	\$123,453.56
Upon 25 years of service *	\$90,577.33	\$104,163.93	\$124,996.73

**Applies to members at each step only after 15 years with the Town of Burlington*

Salaries for members promoted into BPCOU after 6/8/2015:

7/1/2019 - 6/30/2020	Sergeant	Lieutenant	Captain
Annually	\$82,086.94	\$94,399.99	\$113,279.99
Upon 25 years of service	\$83,728.68	\$96,287.99	\$115,545.59
Upon 27 years of service	\$85,985.80	\$98,883.68	\$118,660.42

7/1/2020 - 6/30/2021	Sergeant	Lieutenant	Captain
Annually	\$83,933.90	\$96,523.99	\$115,828.79
Upon 25 years of service	\$85,612.58	\$98,454.47	\$118,145.36
Upon 27 years of service	\$87,920.49	\$101,108.56	\$121,330.28

7/1/2021 - 6/30/2022	Sergeant	Lieutenant	Captain
Annually	\$85,402.74	\$98,213.16	\$117,855.79
Annually *	\$86,470.27	\$99,440.82	\$119,328.99
Upon 25 years of service	\$87,110.80	\$100,177.42	\$120,212.90
Upon 25 years of service *	\$88,199.68	\$101,429.64	\$121,715.57
Upon 27 years of service	\$89,459.09	\$102,877.96	\$123,453.56
Upon 27 years of service *	\$90,577.33	\$104,163.93	\$124,996.73

**Applies to members at each step only after 15 years with the Town of Burlington*

The Town will count all full-time employment within the Town of Burlington for purposes of advancement in the salary schedule.

Night Differential: During the entire contract period, a night differential of six percent (6) above base pay will be paid to any officer employed on a shift scheduled for duty between 4:00 PM and 8:00 AM.

Specialist: In addition to the base salary as determined in Paragraph 1 above, specialists shall receive an additional \$75.00 per week effective July 1, 2005. Non-specialists assigned in writing to a specialists duties will receive a prorated weekly amount of the specialists pay for the number of days worked.

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

ARTICLE 8
LONGEVITY

Section 8:01:

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

YEARS OF EMPLOYMENT BY THE TOWN OF BURLINGTON	LONGEVITY INCREMENT
5	\$ 570
10	1240
15	1810
20	2380
25	2950
30	3520

There shall be no longevity paid to new hires after July 1, 2001. New hires 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 9
COURT TIME

Section 9:01: An employee on duty at night or on vacation, furlough, or on a day off, summoned to attend as a witness for, on behalf of, the Commonwealth or the Town, in a criminal or civil matters pending in any court of the Commonwealth, shall be entitled to and shall receive additional compensation.

Section 9:02: The Town agreed to pay time and one-half for appearances provided in Section 1 above, with a minimum of four hours for District Court and six hours for Superior Court and Lowell District Court.

Section 9:03: No off-duty employee shall be required to stand-by away from court, awaiting a call to appear in Superior Court on any given day, without being compensated at time and one-half his/her regular rate of pay with a minimum of six hours.

Section 9:04: The prosecuting officer shall utilize discretion in arranging court appearances for the convenience of the arresting officers.

ARTICLE 10
HOLIDAYS

Section 10:01: Holidays shall be listed in Section 10:07.

Section 10:02: An employee may be granted time off in lieu of holiday pay when said authorized absence is used for an extended sick leave.

Section 10:03: 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.

Section 10:04: Work schedules will not be changed to deprive a member of a holiday off.

Section 10:05: When an employee terminates employment for any reason, he/she shall be entitled to all holiday pay accrued.

Section 10:06: Holiday pay shall be paid in the first pay period of December. Holiday pay shall be taxed accordingly as per I.R.S. regulations.

Section 10:07: The following days shall be paid holidays under the terms of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 10:08: Holiday pay shall be computed at 1/4 the regular weekly compensation for each holiday.

Section 10:09: Officers working a uniformed shift on either Christmas or Thanksgiving will be paid an additional one-half (1/2) times their hourly rate for the shift (for example, an officer working his/her regular shift will receive time and 1/2 for the shift; an officer 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 11 **WORK WEEK AND REPLACEMENT**

Section 11:01: The Town of Burlington agrees to retain the “four and two” work week, except for Captains, and any other officer mutually agreed to by the Town and Union, and provided that all replacements will be made at the discretion of the Chief.

Section 11:02: 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.

Section 11:03: Effective on July 1, 2014 uniformed officers will have 15 extra minutes added to the beginning of each shift, and administrative officers will work an additional 15 minutes each shift as determined by the Chief in a manner that is deemed most effective for the operations of the department. Additionally, an officer may be required to work an additional 15 minutes after the scheduled end of shift without receiving additional compensation. Notwithstanding the foregoing, for compensation and leave purposes, the workweek shall be 40 hours and shifts shall be treated as 8 hours (for example, an employee working an 8 hour 15 minute shift on overtime will receive 8 hours at the overtime rate).

ARTICLE 12
DEPARTMENTAL SENIORITY

Section 12:01: Seniority shall mean length of continuous service of any member of the Bargaining Unit within the ranks he/she holds.

Section 12:02: For all shift openings of more than one week's duration, and interdepartmental promotional positions of more than thirty (30) days, all interested employees within the unit may apply for the opening. The Chief shall determine the most qualified individual for the position. All routine shift bids will be granted by seniority, as defined in 12:01. There shall be a nine (9) month probationary period for all new Sergeants.

Section 12:03: Layoff & Recall.

For the purposes of this Agreement, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees 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, physical abilities test 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 for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if 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 13 **INSURANCE AND RETIREMENT**

Section 13:01: Insurance and Retirement plans for the Bargaining Unit shall be as provided for by Mass. General Laws and Middlesex County Retirement and by the advisory group agreement between the Town and its Union with regard to Health Care and Life Insurance carrier and premiums.

Section 13:02: It is the Town's intention to handle any potential changes in health insurance plans through the advisory group. The Town and the Union further agree to re-open this article in the event the Town offers to adopt MGL Chapter 32-B, Section 19 as the mechanism for future health insurance discussions.

Section 13:03: The Town agrees to offer Individual or family coverage to employees with the Town contributing 70% and the employee contributing 30% for the HMO plans.

For the period beginning January 1, 2013 and expiring on June 30, 2016, individual or family coverage to non-Medicare eligible retirees with the Town contributing 70% and the non-Medicare eligible retiree contributing 30% for the HMO plans.

For the period beginning January 1, 2013 and expiring on June 30, 2016, employees and non-Medicare eligible retirees are eligible to enroll in the following plans (coverages for the plans below are listed in Appendix B):

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

For the period beginning January 1, 2013 and expiring on June 30, 2016, the Network Blue New England Deductible and the Harvard Pilgrim Best Buy HMO plans require a \$1,000 per individual deductible and a \$2,000 per family deductible per calendar year. For the period beginning January 1, 2013 and expiring on June 30, 2016, the Town will reimburse employees and retirees for the first 50% of their deductible: \$500 for employees and retirees with individual coverage and \$1,000 for employees and retirees with family coverage. Reimbursement pertains to the BCBS and Harvard Pilgrim Deductible Plans only.

The Town of Burlington has accepted Section 18 of G. L. c. 32B and Medicare eligible retirees are required to enroll in Medicare. For the period beginning January 1, 2013 and expiring on June 30, 2016, for Medicare eligible retirees enrolled in Medicare Supplement Plans as of June 30, 2006, the Town contributes 90% and the Medicare eligible retiree contributes 10% of the Medicare Supplement Plan. For the period beginning January 1, 2013 and expiring on December 31, 2016, for Medicare eligible retirees enrolled in Medicare Supplement Plans after June 30, 2006, the Town contributes 80% and the Medicare eligible employee contributes 20% of the Medicare Supplement Plan.

ARTICLE 14 **DETAILS: DISTRIBUTION AND PAYMENT**

Section 14:01: A roster for all weekly details including industrial traffic and other permanent details shall be set up to include all members of this Agreement.

Section 14:02: No paid details shall be worked in the Town of Burlington by any special officer when a regular officer is available.

Section 14:03: Any detail requiring the assignment of four (4) or more patrol officers shall also include a Command Officer.

Section 14:04: Any member of the Bargaining Unit who performs a detail shall be protected by General laws, Chapter 41, Section 100 as amended.

Section 14:05: A member's claim that he/she has not been offered a fair share of details, or that the member has been the subject of unfair distribution, shall constitute basis for a grievance.

Section 14:06: Paid detail records shall be available to BPCOU officers for inspection and use, upon request to the Chief in writing.

Section 14:07: All details shall be posted and offered to the officer with the least amount of hours on the detail list.

Section 14:08: 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.

Section 14:09: 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 for a 24-hour period, and shall count as a detail offered.

Section 14:10: Detail rate shall be \$55 per hour, and will increase to \$56.00 per hour effective June 30, 2020.

Weekday night (defined as working any hours between 7:00 PM to 7:00 AM 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 4:00 PM Friday to Midnight Saturday. Sunday road jobs are from Midnight Saturday to 8:00 AM Monday morning. (Road jobs starting after 6:00 AM Monday morning will be compensated at the regular daily rate unless same is a Holiday). Holiday road jobs are from Midnight of holiday to 8:00 AM of next day. All non-road Sunday details are time and a half.

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. 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.

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 if a road detail exceeds four (4) hours.

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 in any case where an Officer is asked to work through a normal lunch (12p-1p) or dinner (6p-7p).

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.

In 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 New Year's Eve details. New Year's Eve is considered to be from 6:00 PM December 31st to 6:00 AM January 1st.

Night (defined as working any hours between 4:00 PM to 8:00 AM) 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 Midnight Friday to Midnight Saturday. Sunday non-road jobs are from Midnight Saturday to 8:00 AM Monday morning. Holiday non-road jobs are from Midnight of holiday to 8:00 AM of next day. The only indoor security details that shall be exempt, provided there is no reduction in amount of hours, Officers, or events, shall be limited to HMart Security, Mall Security (2 Officers Friday Nights Only), and BHS School Sports Security Events.

Section 14:11: The Town shall charge a service fee of up to 10% per detail for the administration of the Police Paid Detail account. Said charge shall be added to the billing.

Section 14:12: Detail checks shall be subject to mandatory tax withholdings per I.R.S. regulations.

ARTICLE 15 **OVERTIME: DISTRIBUTION AND PAYMENT**

Section 15:01: Overtime shall be compensated at the rate of one and one half times the base hourly rate of each person covered by this Agreement. Shift replacement will be paid time and one-half. Longevity shall be used in the computation of overtime rates.

Section 15:02: Time and one-half shall be paid for services performed over eight hours in one day or in excess of a regularly scheduled work week. Any legitimate absence, except an absence due to illness or personal time off, shall be treated as a day of work for purposes of determining an officer's right to overtime under this Agreement.

Section 15:03: Regular tour of duty shall not be changed to avoid the payment of overtime.

Section 15:04: No police officer who is not a member of the Bargaining unit will be used to replace an absent member of this Unit to avoid the payment of overtime.

Section 15:05: 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.

Section 15:06: When a member of this Unit assigned to a first shift is assigned a second shift, he/she shall be granted one-half hour between shifts.

Section 15:07: Any member of the Bargaining Unit who is specifically assigned in writing by the Chief the duties of an officer above his/her current rank due to the absence of a member of the unit in excess of thirty (30) days shall be compensated at the next highest rank to which he/she holds.

Section 15:08: Any members of the Bargaining Unit not on duty, who are recalled after their regularly scheduled time, shall receive a minimum of three (3) hours pay at one and one-half their regular pay, or if they are held over after their regular shift has been completed, they shall be entitled to not less than one hour of pay at time and one-half.

Section 15:09: 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.

Section 15:10: No member of the Bargaining Unit shall be refused overtime because of sickness or any other authorized leave during that week. An employee must work his or her shift (regular tour) immediately before an overtime assignment, to be eligible for overtime pay. This section does not imply that an employee on an excused absence, other than sick time, will not be allowed to be eligible for an overtime assignment.

Section 15:11: Compensatory Time 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 comp. (Circle) time. Use of circle time in lieu of vacation time will be at the discretion of the Chief of Police.

ARTICLE 16 **OCCUPATIONAL SICK LEAVE**

Section 16:01: 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. c.41, S111F, as amended from time to time.

Section 16:02: (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 under Section 7 and Appendix A and Specialist Pay under Section 11:03 shall not be paid after any period of three (3) full calendar months in which the employee is on injured leave.

- (c) Clothing allowance shall be paid on a pro rata basis after any period of three (3) calendar months in which the employee is on injured leave.
- (d) 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 17
NON-OCCUPATIONAL SICK LEAVE

Section 17:01: 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 performance of duty. Sick leave must be used for purposes of an officer's own illness or injury, with the exception that up to ten (10) sick days may be used for illness of the employee's immediate family member. 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.

Section 17:01(a): Effective July 1, 2004, each member of the bargaining unit shall be granted three (3) personal days per fiscal year. These personal days are non-cumulative and must be used in the fiscal year they are granted. Employees shall not be reimbursed at termination of employment or retirement for unused personal days.

Section 17:02: Each employee shall be granted one and one-quarter (1 ¼) days of sick leave for each month of continuous service for the life of the contract.

Section 17:03: All unused non-occupational sick leave in each year shall be allowed to accumulate without limit.

Section 17:04: Upon the death, retirement or resignation after fifteen (15) years of service of an employee, he/she, or in the event of his death, his/her estate shall receive 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.

Section 17:05: Leaves of Absence Policy: The Town Administrator may, at his/her discretion, grant leaves of absence, without compensation for periods not exceeding ninety (90) days in duration without loss of seniority. Only those employees completing at least one (1) year of continuous service shall be eligible for leaves of absence under this section. 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. An employee granted a leave of absence for a period of thirty (30) days or less shall be entitled to coverage under applicable group health and life insurance plans. An employee granted a leave of absence for a period of greater than thirty (30) days may be provided coverage under applicable group health and life insurance plans, provided that the employee pays the total premium cost, in accordance with applicable statutes. Leaves of absence shall not be granted to enable an employee to accept other employment or for self-employment. Any request for a leave of absence or reinstatement after such leave without pay shall be made in writing first to the Police Chief, with recommendation to the Town Administrator.

Section 17:06: 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.

Section 17:07: Effective July 1, 2014 officers who have accumulated a minimum of 120 sick days may request the Town buy back up to five (5) days each fiscal year. To participate in this program, an officer must notify the Chief in writing by January 1st. The five (5) days of pay shall be deducted from an officer’s accumulated sick leave upon notice to the Chief of their participation, which in no case shall be allowed to go below 120 days.

ARTICLE 18
BEREAVEMENT LEAVE

Section 18:01: Bereavement leave shall be granted as follows: Up to four (4) days leave for immediate family; up to three (3) days leave for other family members. Two (2) days of bereavement leave shall be given for first cousins. Each category is defined below:

<u>Four (4) Days</u>	<u>Three (3) Days</u>	<u>Two (2) Days</u>
Spouse	Spouse’s Grandparents	First Cousins
Siblings	Sisters and Brothers-in-Law	
Parents & Spouse’s Parents	Aunts and Uncles	
Children	Grandchildren	
Sons & Daughters-in-Law	Any other family member	
Grandparents	residing in the employee’s	
	home at the time of death.	

ARTICLE 19
VACATION

Section 19:01: Vacations shall be granted in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT BY THE 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

Section 19:02: Seniority by date of appointment in conjunction with department needs shall determine priority in the selection and allocation of vacation time.

Section 19:03: All Specialists shall be excluded from vacation roster. Specialists are defined as Officer in Charge (OIC) of the Detective Division (Lieutenant), Drug Unit Supervisor, Community Services Division Supervisor and Detective Sergeant.

Section 19:04: If a member of the Bargaining Unit, due to illness or accident, is unable to begin his vacation as scheduled, the employee shall immediately notify the Department and request his/her status be changed from vacation to sick leave.

Section 19:05: On or before April 1st of each year, members of the bargaining unit will be requested to submit all requests for time off for the time period beginning the Friday before Memorial Day through Labor Day; and on or before October 1st of each year, members of the bargaining unit will be requested to submit all requests for time off for the period beginning October 1st through New Year's Day. 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.

Section 19:06: Vacation leave of less than one week may be granted to any employee who submits a request forty-eight hours prior to the desired time. The requirement for 48 hours' prior notice may be waived if a replacement is available.

Section 19:07: When an employee is ordered to appear in court for civil or criminal cases in performance of their official duties or during their vacation, they shall be granted one additional vacation day for such appearance.

Section 19:08: Bargaining unit members may carry over to the next year a maximum of 28 vacation days. Effective July 1, 2020 bargaining unit members may carry over a maximum of 42 vacation days. Buy back of vacation will be limited to a maximum of 14 days.

Section 19:09: 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. Pro-rating of vacation time shall only apply to those employees terminating employment with the Town or retiring.

Section 19:10: 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.

Section 19:11: 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 20
INCENTIVE PAY/EDUCATIONAL PROGRAM

Section 20:01: 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 subsequent 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 officer'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 officers

who have provided certified college transcripts. Officers will receive education incentive payments within 30 days after presentation and acceptance of certified transcripts.

Any employee who has attained a degree which is not eligible for the compensation listed above 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
- Masters 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 any degree which in his/her discretion will enhance the departmental operations. The Chief's decision shall be final and shall be ineligible to present as a grievance.

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.

Section 20:02: The Town and the Union agree to a \$1,200 annual stipend for all members of the bargaining unit who maintain EMT Certification.

Section 20:03: In consideration of the Police Department having and maintaining state accreditation, the Town agrees to pay an annual stipend of \$750 per year. This stipend shall be increased to \$1,000 effective February 1, 2011 and paid to all officers on the payroll at that time. From and after June 30, 2011, the annual form of payment shall be eliminated and the \$1,000 stipend will be added to base pay.

ARTICLE 21

LEGAL REPRESENTATION

Section 21:01: The services of Town Counsel shall be provided to any member of this Bargaining Unit, at his/her request, when said member is ordered to appear before a court of the Commonwealth in any criminal or civil proceeding as a defendant in any matter arising out of the lawful and responsible performance of duties. The officer may also engage his/her own counsel.

Section 21:02: The Town shall indemnify and hold harmless each employee, or in the event of the death of the employee, his estate, for all his/her reasonable hospital, medical surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses incurred in connection with or arising out of the performance of 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 for any

act, whether by commission or omission, done by him/her 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 22
CLOTHING ALLOWANCE AND EQUIPMENT

Section 22:01: The Town agrees to replace articles damaged or destroyed in the line of duty. Lost articles or items damaged negligently shall be paid by the employee within ninety (90) days, through their personal account or through the balance left in their clothing allowance, or a combination of both.

Section 22:02: The Chief shall allow each member of this bargaining unit an annual uniform allowance of \$1,350.00. Effective July 2, 2020 each member of this bargaining unit shall receive an annual uniform allowance of \$1,750, which shall be paid in two payments during the months of October and April.

Each member of the detective division shall receive an additional allowance of \$150 each year of the contract.

The employees may purchase uniform articles when and where they deem appropriate by obtaining an official "Town of Burlington purchase Order" from the Chief of Police for same, and charge same to the Town or be reimbursed for purchases made upon the presentation of a paid proof of purchase. Reimbursements shall be made 4 times annually, no later than January 15, March 15, June 15 and September 15 each year. Employees who choose to receive their uniform allowance in a lump-sum payment shall be taxed accordingly as per I.R.S. regulations. Employees must utilize their annual clothing allowance in the fiscal year it is earned.

Section 22:02A: If the employee elects, he/she may take the annual clothing allowance in one or two payments.

Section 22:03: If there is a change in the present uniform, the Town agrees to assume the cost of such change, not to be deducted from the regular uniform clothing allowance.

Section 22:04: Employees who terminate employment shall have their clothing allowance pro-rated accordingly. The clothing allowance year shall run on a fiscal year cycle.

ARTICLE 23
DEATH IN THE LINE OF DUTY

Section 23:01: 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 duties, an employee dies, is killed, or sustains injuries which are the proximate cause of death, there shall be paid to the widow of such employee for a period of twenty (20) years or until remarriage if such marriage within said 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.

Section 23:02: For purposes of Section 1 hereof, the amount of pension immediately payable shall be equal to the maximum salary set for the deceased employee's position, whether or not such employee had reached the maximum at the time of death.

Section 23:03: The pension provided for in Sections 1 and 2 above shall be in addition to, and not in lieu of, any other payments, whether from life insurance, accidental death insurance or otherwise, payable by or on behalf of the Town to the employee's widow, estate or other representative.

Section 23:04: In addition to, and 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 for in Section 1 hereof, above, the Town shall pay the reasonable funeral and burial expenses incurred with respect to such deceased employee.

Section 23:05: The Town shall, for such 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 and dismemberment insurance which could be purchased by a municipal employer which has accepted all of the relevant statutory provisions necessary to effectuate such maximum coverage with respect to the Town's police officers. The employees shall pay one percent (1%) of the required premiums. No payment shall be made hereunder unless and until permitted by law.

Section 23:06: 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 his/her 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 therefore 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 24
SEVERABILITY

Section 24:01: If any provision of this Agreement as it now exists or may hereafter be amended is held invalid, suspended, found to be or prohibited by law or any tribunal of competent jurisdiction and final appeal, or if compliance with enforcement of any provision of this agreement is enjoined 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 provision. In the event that the invalidation, suspension, prohibition, or injunction or restraint is lifted or dissolved and the Town and Union shall not have at that time agreed upon a replacement provision, such original provision shall be deemed to be revived and shall immediately become operative and in full force and effect.

ARTICLE 25
IMPLEMENTATION

Section 25:01: Upon the ratification of this Agreement by a majority of the employees covered by this Agreement, the Board of Selectmen and all other employees or representatives of the Town who have participated on behalf of the TOWN, directly or indirectly, in the bargaining negotiations concerning this Agreement, shall immediately take all actions and do all things necessary in order to effectuate this Agreement, including without limitation, the preparation of all necessary Articles and Warrants, the calling of regular and special meetings of the appropriate legislative bodies, as defined in M.G.L. c 150E, and the affirmative endorsement and recommendations for acceptance of this Agreement as executed by the parties hereto.

ARTICLE 26
MISCELLANEOUS

Section 26:01: It shall be the duty of the Shift Commander to report any vehicle in need of repair to the Chief or his/her designee.

Section 26:02: Each member of the Bargaining Unit may be granted special leave for any day in which the member is able to secure another command officer to work in his/her

place, with the Chief's approval. The officer accepting the swap shall be considered AWOL if the shift is not covered.

Section 26:03: ***Family Medical Leave:*** 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 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. If an employee requests FMLA to provide care for someone and accumulated paid leave is to be used, the employee must first utilize and exhaust all vacation leave prior to accumulated sick leave. 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.

As provided by the Family and Medical Leave Act CFR §825.114, reasons for such leave shall include:

- birth of a son or daughter of the employee and in order to care for such son or daughter.
- placement of a son or daughter with the employee for adoption or foster care.
- to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Serious health condition shall be defined in accordance with the Family and Medical Leave Act CFR §825.114

Servicemember Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for the servicemember. Such leave shall only be available during a single 12 month period.

Combined Leave Total: During the single 12 month period described in the previous paragraph, such eligible employee shall be entitled to a combined total of 26 workweeks of leave for all reasons of eligibility as stated above.

Section 26:04: Any member of this bargaining unit who is required to use his/her own personal vehicle for departmental business shall be compensated at the IRS-approved rate.

Section 26:05: It is understood and agreed to by the parties that the current management practice of utilizing Police Dept. Command staff to supervise, schedule, evaluate and monitor the work of the Police civilian dispatchers shall continue. The parties further acknowledge that other bargaining units need to be consulted regarding this matter and both the Town and the BPCOU agree to discuss any substantive changes to this practice prior to implementation.

Section 26:06: 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.

Section 26:07: In making a promotional decision for a position in the bargaining unit, the Town may use any process and consider any factor or criteria allowed under Massachusetts General Laws, Chapter 31, including such factors/criteria as education, sick time/attendance, attention to detail, written communication, verbal communication, involvement in Department initiatives, individual initiative, leadership, loyalty, disciplinary record, credibility, interaction with fellow officers, interaction with the public and formal performance evaluations.

Any change in the above is subject to the provisions of MGL c. 150E including a change to an Assessment Center model allowed by MGL c. 31.

Section 26:08: Payroll advices shall be distributed electronically, requiring direct deposit.

ARTICLE 27 **JUST CAUSE FOR EMPLOYEE DISCIPLINE AND DISCHARGE**

Employees will not be disciplined or discharged without just cause. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding

arbitration pursuant to the provisions of Section 8 of Chapter 150E; provided that any such election will constitute a waiver of any right to appeal such matter to Civil Service.

ARTICLE 28
ALCOHOL AND DRUGS 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.

D. DRUG AND ALCOHOL TESTING

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

a. New Hires:

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

b. Reasonable Suspicion:

When there is 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 who has violated this Article. 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.

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).

ARTICLE 29
RECISSION OF CIVIL SERVICE

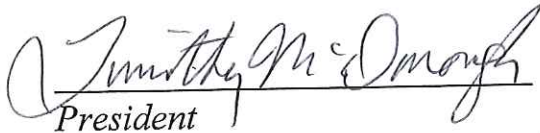
Section 29:01: The BPCOU agrees that the Town may remove the department from Civil Service. The warrant article to revoke Civil Service will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) for the regular or permanent members of the 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 30
DURATION

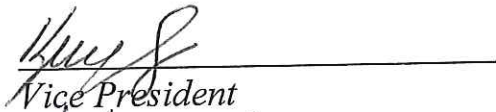
Section 30:01: This Agreement shall become effective on the first day of July 1, 2019 and shall remain in effect for a period of two years until June 30, 2022. It shall thereafter automatically renew itself for successive contract years of twelve months each unless either party shall have given the other a written notice, certified mail, return receipt requested, on or before the first day in 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 specially designated aforesaid.

SIGNATURE PAGE
(July 1, 2019 to June 30, 2022)

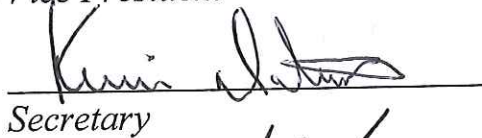
BPCOU Representatives



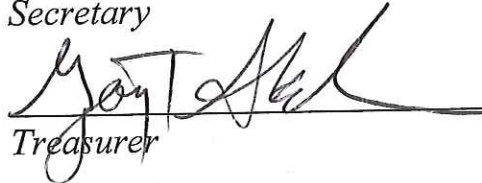
President



Vice President



Secretary



Treasurer

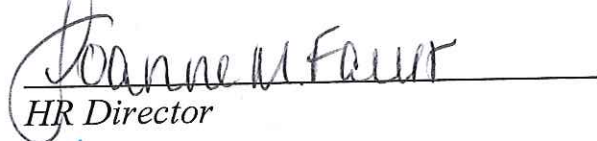
7/20/2020

Date

Town of Burlington



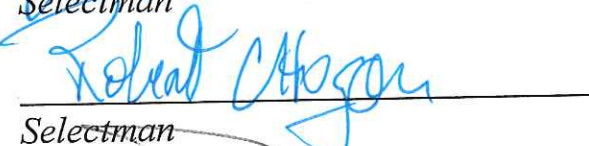
Town Administrator



HR Director



Selectman



Selectman



Selectman



Selectman



Selectman

7/20/2020

Date

APPENDIX B
HEALTH INSURANCE PLAN DESIGN

For the period beginning January 1, 2013 and expiring on June 30, 2016, the plan design for the Network Blue New England Deductible includes the following:

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

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

For the period beginning January 1, 2013 and expiring on June 30, 2016, the plan design for the Harvard Pilgrim Best Buy HMO includes the following:

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

- Intermediate care services (including detoxification), crisis stabilization and in-home stabilization; intensive outpatient programs, partial hospitalization and day treatment programs-no cost after deductible
- Outpatient group therapy-\$10 co-pay
- Outpatient individual therapy, detoxification and medication management-\$20 co-pay (deductible does not apply)
- Psychological testing and neurological assessment-no cost after deductible
- Low protein foods (\$5,000 per member per calendar year)-no cost after deductible
- Durable medical equipment including prosthetics and oxygen and respiratory equipment-no cost after deductible
- Inpatient acute hospital services including day surgery and the following: coronary care, hospital services, intensive care, semi-private room and physician and surgeons consultations-no cost after deductible
- Hospital outpatient department services (except emergency room)- no cost after deductible
- Skilled nursing facility care (up to one hundred days per calendar year)-no cost after deductible
- Inpatient rehabilitation services (up to sixty days per calendar year)-no cost after deductible
- Cardiac rehabilitation-no cost after deductible
- Chiropractic care (up to \$500 per calendar year)-\$20 co-pay
- Dialysis-no cost after deductible
- Diabetes screenings-\$0 co-pay
- Diabetes equipment and supplies-no cost after deductible
- Early intervention services-covered in full, deductible does not apply
- Emergency room-\$100 co-pay after deductible (co-pay is waived if admitted directly to the hospital from the ER)
- Diagnostic procedures (including all technical and professional charges)-no cost after deductible
- Blood glucose monitors, pumps and supplies and infusion devices-\$0 co-pay
- Office and health center services-\$20 co-pay (deductible does not apply)
- Outpatient hospital services-no cost after deductible
- Podiatry physician services, examination and consultations-\$20 co-pay (deductible does not apply)
- Non-routine foot care-no cost after deductible
- Chemotherapy and radiation therapy- no cost after deductible
- Physical and occupational therapies-up to sixty consecutive days per condition. Outpatient PT and OT is covered to the extent medically necessary for children under the age of three and the treatment of autism spectrum disorders-no cost after deductible
- No cost sharing or benefit limit to durable medical equipment, OT and PT received as part of authorized home care
- Speech-language and hearing services, including therapy-no cost after deductible
- Autism spectrum disorders-no benefit limit applies to services
- Applied behavior analysis-no benefit limit applies to services
- Allergy treatments and injections-no cost after deductible
- Extraction of unerupted teeth impacted in bone- no cost after deductible
- Initial emergency treatment (within seventy-two hours of injury)- no cost after deductible
- Medical treatment of TMJ-no cost after deductible
- Prescription drugs-Retail (thirty day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay
- Prescription drugs-Mail order (ninety day supply)-Tier one-\$10 co-pay/Tier two-\$20 co-pay/Tier three-\$35 co-pay

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

APPENDIX C

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 602. All grievances under this promotional process will start at Step 2.

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)	=	406.2	October	29 + (12.1)	=	328.8
November	29 + (21.78)	=	425.56	November	29 + (14.52)	=	348.16
December	29 + (24.2)	=	444.92	December	29 + (16.94)	=	367.52

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

Formula: “Jan. 1st 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 after 15+ years of service in Burlington.