

AGREEMENT BETWEEN

TOWN OF BURLINGTON

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 1703

**BURLINGTON MUNICIPAL EMPLOYEES ASSOCIATION**

**July 1, 2025 through June 30, 2028**

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BURLINGTON MUNICIPAL EMPLOYEES ASSOCIATION

### **PREAMBLE**

This Agreement entered into by the Town of Burlington acting through its Select Board, hereinafter referred to as the Employer, and AFSCME COUNCIL 93, LOCAL 1703, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all permanent full-time and permanent part-time employees of the Town who work 20 hours per week or more, certified by the Labor Relations Commission of the Commonwealth of Massachusetts in No. MCR-2261, said matter bearing the title "Town of Burlington and Burlington Municipal Employees Association, Inc." and the successors to such employees, except that the Town does not recognize the Union as representing seasonal or temporary employees of the Town or part-time employees working less than 20 hours per week. The exception to this is the inclusion of the Head Traffic Supervisor and Traffic Supervisors as employees designated in MCR 2450, who work 15 hours per week within the BMEA Union.

By mutual agreement, the Employer and the Union with affected employee's consent may remove a funded position from the BMEA classification schedule for placement into another Town Classification Plan.

The Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing conditions contained in this Agreement.

## **ARTICLE 2 MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Select Board of the Town of Burlington, the Town Administrator or any other person or body exercising lawful authority and jurisdiction under the Constitution of laws of the Commonwealth of Massachusetts, the by-laws of the Town of Burlington, or any other statute or regulation, except as specifically set forth herein. The Employer shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management and reserves and maintains all powers, authority and prerogatives, including without limitation, the exclusive right to issue reasonable rules and regulations governing conduct of employees covered by this Agreement, provided that no such rules and regulations shall be inconsistent with the express provision of this Agreement.

## **ARTICLE 3 FURNISHING COPIES OF AGREEMENT**

Within thirty (30) days after Town Meeting votes to fund this Agreement, the Employer shall provide an electronic copy of the new agreement to the Chapter Chair.

## **ARTICLE 4 CLASSIFICATION AND COMPENSATION SCHEDULE**

The salaries of every position covered by this Agreement shall be raised by the following increments during the term of this contract.

**Shift Differential                    \$1.50**

**July 1, 2025** - 3.5 % increase  
**July 1, 2026** - 3.5 % increase  
**July 1, 2027** - 3.5% increase

The members of this unit shall be classified and compensated according to the schedule affixed hereto and referenced as Addendum A.

In addition to regular salary, the Town agrees to pay a shift differential of \$1.50 per hour (unless expressly provided for, in which case the Town will pay the amount stated) for all regularly scheduled hours worked on a shift during the hours of:

Civilian Fire Dispatchers	5:00pm to 7:00am
Civilian Police Dispatchers	4:00pm to 8:00am
Library Employees	5:00pm to closing
Building Custodians	2:00pm to 11:00pm

and for regularly scheduled hours on a Saturday or Sunday, with the exception of Sunday hours for Library employees who shall receive time and one half (1 ½) on Sundays as provided for below.

The Town agrees to pay the Head Traffic Supervisor and Traffic Supervisors \$22.00 per hour while performing the duties of a Matron. The Town agrees to pay a rate of time and one half (1 ½) after 8 continuous hours of Matron duty, for all hours worked between 11:00pm and 7:00am, and double time for any Matron work on a holiday as defined in Article 21.

The Town agrees to pay a rate of time and one half (1 ½) the regular hourly wages for any Library employee covered by this agreement scheduled to work on a Sunday.

When an Employee is promoted to a higher classification (based on the pay grade) he/she shall be placed on the next step in the new grade that provides at least a five percent (5%) increase but not to exceed the top step within the new grade.

## **ARTICLE 5 MILEAGE ALLOWANCE**

An employee who, at the request of his/her supervisor, uses his/her own automobile in the performance of his/her official duties shall be compensated at the IRS allowable rate.

For purposes of this Article only, the word "Supervisor" shall not include any person who is a member of this unit.

An employee may, at his/her own discretion, refuse to use his/her car. Any employee who utilizes a Town-owned vehicle in the normal performance of his/her duties shall make every reasonable effort to assure the interior cleanliness of said vehicle and shall bring to the attention of his/her immediate supervisor mechanical and/or cosmetic damages that may have occurred during the performance of normal duties. All employees using Town-owned vehicles shall use seat belts during operation of such vehicles.

## **ARTICLE 6 TEMPORARY ASSIGNMENT**

If a department is vacated by its Department Head including Children's Librarian, Circulation Librarian, Technical Services Librarian, Reference Librarian as well as the Superintendent of Recreation Maintenance, Lead Foreman, Foreman, Head Custodian, Assistant Collector, and Assistant Treasurer, for any reason, the Department Head, Town Administrator or responsible elected official, shall within three (3) working days specifically assign in writing a member of said department to perform the duties of a position for which higher compensation is paid than such employee's regular compensation. After performing such duties for eleven (11) consecutive working days, said employee shall receive the compensation of the higher paying position by compensating at the next step in the higher position grade that provides at least a five percent (5%) increase but not to exceed the top step within the grade, compensation to be retroactive to the 6<sup>th</sup> day and not to exceed \$100 per week. In the instance of Recreation Maintenance positions, all supervisory positions will move up and shall be temporarily assigned and receive the compensation above.

## **ARTICLE 7** **JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted at the Police Station, Fire Station, and each floor of Town Hall, Town Hall Annex, Human Services Center, Library and the Recreation Maintenance Garage. The posting shall be sent to each of the said locations, either electronically or by hard copy where it shall be posted immediately. The posting shall list the pay, duties, qualifications, and reporting functions. A copy shall be sent to the Union Chapter Chair on date of posting. This notice of vacancy shall remain posted for five (5) workdays. Employees interested shall apply within a five (5) day period in writing on a form provided. An interview will be offered within 5 working days of expiration of posting, to be scheduled at a mutually convenient time for the employee and the interviewer(s).

If the person selected for the position is a member of the Unit, he/she shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial period it is determined that the employee is not qualified to perform the work, or if at some earlier date he/she so chooses, the employee shall be returned to his/her old position and rate.

The above matters shall be subject to the Grievance and Arbitration Procedure in this Agreement.

Selection shall be made on the basis of qualifications and ability as determined by the appointing authority, and where qualifications and ability are substantially equal, seniority within the bargaining unit shall be the determining factor. Complaints of junior applicants shall not be the subject of a grievance.

## **ARTICLE 8** **LONGEVITY**

**Section 1:** All permanent, full-time members of the Bargaining Unit employed prior to January 1, 1980 shall receive longevity compensation according to the following schedule:

<u>Service in the Town of Burlington</u>		
5 years	-	3% of base salary
10 years	-	6% of base salary
15 years	-	9% of base salary
20 years	-	12% of base salary
25 years	-	15% of base salary
30 years	-	18% of base salary

**Section 2:** All permanent, full-time members of the Bargaining Unit employed after the date of January 1, 1980 shall receive longevity compensation according to the following schedule:

<u>Service in the Town of Burlington</u>		
5 years	-	\$570 per year
10 years	-	\$1,415 per year
15 years	-	\$2,335 per year
20 years	-	\$2,905 per year
25 years	-	\$3,325 per year
30 years	-	\$3,625 per year

**Section 3:** All permanent part-time members of the Bargaining Unit hired prior to July 1, 1983 shall receive longevity payments as follows:

<u>Service in the Town of Burlington</u>		
5 years	-	3% of base salary
10 years	-	6% of base salary
15 years	-	9% of base salary
20 years	-	12% of base salary
25 years	-	15% of base salary
30 years	-	18% of base salary

**Section 4:** All permanent part-time members of the Bargaining Unit hired after July 1, 1983 shall receive longevity payments on a pro-rated basis of full-time employees in their department.

Service in the <u>Town of Burlington</u>		
5 years	-	\$570 per year
10 years	-	\$1,415 per year
15 years	-	\$2,335 per year
20 years	-	\$2,905 per year
25 years	-	\$3,325 per year
30 years	-	\$3,625 per year

## **ARTICLE 9** **UNION DUES, AND AGENCY FEES AND PEOPLE DEDUCTIONS**

**Section 1:** Employees shall tender monthly membership dues by signing the Authorization of Dues form depicted in Addendum E in effect to create an authorization for payroll deduction. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with an electronically forwarded list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10<sup>th</sup>) day of the succeeding month, and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

**Section 2:** To the fullest extent permitted by law, the Employer shall deduct as an agency service fee from the salary of every employee covered by this Agreement, but not a member of the Union, the amount that such employee would pay in monthly dues if the employee were a member of the Union, and remit said deduction to the treasurer of the Union in the same manner as dues are collected and remitted.

**Section 3:** The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 4:** The Employer will electronically forward a data file to the Union for all employees whose job position/title is represented by the Union. The frequency of providing the electronic data file shall be twice a year, once in the month of June and again in the month of December, no later than the last day of the respective months. The data file shall contain (when available in the payroll system): first name, middle initial, last name, home address, mobile phone number, home phone number, work phone number, work email address, all other emails addresses provided, employee identification number (ID#), hire date, position/title, bargaining unit, dues deduction, employer name, agency/department code, annual salary information, pay period frequency, number of pay periods, authorized hours, full/part-time code, pay hourly rates, pay grade, pay step, pay step date, rehire date and termination date.

**Section 5:** Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

**Section 6:** The Employer shall provide to the Union an updated listing of codes on a monthly basis. If, however an existing code is changed or created, or changed and applied to an employee, the Employer shall provide to the Union a notice of said change(s) made to an existing code or created code within thirty (30) days of said change.

## **ARTICLE 10 OVERTIME**

Full-time employees covered by this Agreement shall be paid at time and one-half their regular salaries for any time worked in excess of forty (40) hours per week or either eight (8) or ten (10) hours in a regularly scheduled workday. For purposes of determining when an employee has worked more than forty (40) hours in any workweek, absence due to vacation or legal holiday or sick day when such day is charged against accrued sick time, shall count as a day of work for the employee.

This Article shall under no circumstances apply to part-time or temporary employees, except permanent part-time employees who actually work in excess of forty (40) hours per week in any one-week. For purposes of this Article, a week shall commence at 12:01 AM on Sunday and end at midnight on Saturday.

Overtime work shall be distributed as equitably as possible. A list of eligible employees shall be posted in a conspicuous place and kept up to date by each Department Head. For the purpose of a regular rotation of overtime opportunities, but for such purposes only, overtime work refused shall be considered as overtime actually worked. Employees on vacation, sick, or bereavement leave shall remain eligible for overtime.

## **ARTICLE 11 MINIMUM CALL BACK**

Any employee called back to work before 4:00 AM on any given day after having completed his/her assigned work and left his/her place of employment, will be guaranteed a minimum of four (4) hours pay. If an employee is called back after 4:00 AM on a regular scheduled workday, they shall be paid for time worked.

Any employee called back to perform matron duties shall be compensated at a 4-hour minimum rate for each call back.

## **ARTICLE 12 SICK LEAVE BUY BACK**

All unused sick leave in each year shall be allowed to accumulate without limit.

Upon death, retirement, or layoff, he/she, or in the event of his/her death, the estate shall receive within thirty (30) days a lump sum payment of 60% of the number of accumulated days at a per diem rate, but in no case will the number of days bought back by the Town exceed seventy-five (75) days. For all employees hired after July 1, 2007, the Town will buy back a maximum of 65 days sick leave. All current employees grandfathered in current buyback limits.

To be eligible for this incentive, an employee must provide a minimum of six (6) month notification of retirement (except in the instance of layoff or death), which shall include the date of retirement. The Town Administrator may waive this requirement if extenuating circumstances exist.

## **ARTICLE 13 CLOTHING ALLOWANCE**

Departments of the Town that employ permanent members of this unit shall provide an annual clothing allowance to their employees for the purchase of adequate clothing approved by the department head as to conformity, utilization and relevance to job performance. Such purchase shall only be approved by the department head and shall not be made without the knowledge of same.

The following categories shall reflect the entire uniform allowance for all adequate clothing for employees to perform their work duties. The three categories are for an annual clothing allowance and titles are as follows:

<b>\$1,620.00:</b>	Animal Control Officer
<b>\$840.00:</b>	Head Traffic Supervisor
<b>\$675.00:</b>	Fire Dispatchers

<b>\$660.00:</b>	Police Dispatchers, Traffic Supervisors, Superintendent of Recreation Maintenance, Lead Working Foreman, Working Foreman, Recreation Maintenance Craftsman/HMEO, Recreation Maintenance Craftsman/HMEO/Mechanic
<b>\$450.00:</b>	Senior Civil Engineer, Junior Civil Engineer, Inspector of Plumbing & Gas, Local Building Inspector, Public Health Nurse, Senior Building Inspector, Inspector of Wires, Head Custodian, Lead Custodians and Building Custodians, Nursing Supervisor and Board of Health Agent

All payments under this article shall be paid annually in the first pay period of September. The Town shall provide each new permanent Head Traffic Supervisor and Traffic Supervisors a complete uniform upon appointment. The Town will pay all expenses incurred if there is any change in their present uniform.

Newly hired employees who start work after the annual clothing allowance payment has been provided to members, who will require official Town of Burlington shirts in the performance of their duties, shall be provided a sufficient amount of seasonally appropriate official shirts/uniforms. This provision shall be at no cost to the employee and is intended to provide new employees with sufficient required apparel until such employee receives their first clothing allowance payment.

During work time, all Recreation Maintenance employees must wear official Town of Burlington Recreation Maintenance shirts, as approved by the Town Administrator.

## **ARTICLE 14** **RECLASSIFICATION PROCEDURE**

If an employee believes his/her position should be reclassified, he/she may petition for reclassification of his/her position in accordance with the following procedure:

**Step 1** - The employee shall submit his/her request for reclassification in writing to his/her department head, stating the grounds on which he/she bases his/her request.

**Step 2** - Within fifteen (15) working days of receipt of the request, the department head shall forward the request and his/her recommendations to the Town Administrator of the Town of Burlington. A copy of the department head's recommendations shall be furnished to the employee.

**Step 3** - Within fifteen (15) working days of receipt of the employee's request and the Department Head's recommendation, the Town Administrator shall schedule a conference with the employee and the Union.

**Step 4** - If the Town Administrator does not consider the employee's request or does not recommend the requested reclassification within thirty (30) working days following the date of the scheduled conference, the Town Administrator shall furnish the employee and the Union a statement, in writing, setting forth the specific reason or reasons for the refusal. By mutual agreement this time limit may be extended.

**Step 5** - To comply with review of the annual budget, such request shall be submitted so as to be considered at the same time as the annual budget. Step 1 above shall be initiated not later than January 15.

Any employee who requests reclassification consideration and is denied shall wait to resubmit their request for a minimum of 2 (two) years. Additionally, any employee whose position has been reclassified shall not be able to request reclassification of their current position for a minimum of 5 (five) years from the date of the upgrade.

## **ARTICLE 15**

Article 15 has been left blank by the parties.

## **ARTICLE 16** **GRIEVANCE PROCEDURE**

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1** - The Union representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the employee's department head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond in writing to the representative within five (5) working days and a copy of such writing shall be sent by the Department Head to the Town Administrator.

**Step 2** - If the grievance still remains unadjusted, it shall be presented to the Town Administrator in writing within seven (7) working days after the response of the department head is due. The Town Administrator shall respond in writing within ten (10) working days of presentation, exclusive of Saturdays, Sundays and legal holidays. Failure by the Town Administrator to reply within this period shall be construed as a decision favorable to the employee.

**Step 3** - If the grievance is still unsettled, either party may, within fifteen (15) days after reply of the Town Administrator is due, by written notice to the other, request arbitration.

All grievances shall be submitted in writing, and shall state the facts giving rise to the grievance; the specific provision(s) of the Agreement alleged to have been violated; the name(s) or titles of the aggrieved employee(s), and the remedy sought. All grievances shall be signed and dated by the aggrieved employee(s) or a union representative on behalf of the employee.

Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association or Massachusetts Division of Labor Relations, at Union's discretion, and shall be conducted pursuant thereto. The decision of the Arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings, but such period may be extended by mutual agreement of the parties hereto. The Arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement.

The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing.

No employee shall have the right to require arbitration, the right being reserved to the employer and the Union.

The employer will make available, upon request, such records which the parties agree are pertinent to the arbitration, and are not, in the opinion of the employer, entitled to confidential status.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the employer and the union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Grievances involving disciplinary action shall be processed beginning at the next highest step from the authority involved in the original disciplinary action. If the case reaches arbitration, the Arbitrator may direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due to the employee. An employee who claims a hearing or takes any other steps to invoke the protection afforded him/her by the provisions of Chapter 31 of the General Laws of the Commonwealth of Massachusetts shall be deemed to have waived the right to process any disciplinary action taken against him/her as a grievance under this contract. The Town's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original terms or beyond any previously authorized extension thereof shall not be the subject of a grievance or arbitration under this Agreement.

A decision rendered by an Arbitrator under this Agreement shall be final and shall be binding on both parties, but the Town or the Union may submit more than one question for arbitration at the same time, and the Arbitrator may render separate decisions on each such question.

## ARTICLE 17 PROHIBITION OF STRIKES

**Section 1:** The Union and its members individually and collectively agree that during the term of this Agreement, there shall be no strike, slowdown or work stoppage.

**Section 2:** In the event of a strike, slowdown or work stoppage, the Union shall not be liable for damages if the Union promptly and publicly disavows such strike, slowdown or work stoppage, and if it orders the striking employees to return to work, and if it attempts to bring about a prompt resumption of normal operation, and if it notifies the employer in writing within forty-eight (48) hours after receiving notice from the employer of the commencement of such strike, slowdown or work stoppage, as to the measures it has taken to comply with its obligations hereunder.

**Section 3:** There shall be no lockout or mass discharge of any employees covered by this Agreement, but nothing herein shall be construed to derogate from the right and power of the employer to discharge or impose other disciplinary actions upon, an employee for lawful cause.

## ARTICLE 18 WORKWEEK

**Section 1:** The regular workweek (Sunday-Saturday) of every employee in effect upon the date of the signing of this Agreement shall, with due consideration of unforeseen situations, remain in effect. The Town agrees to bargain with the Union on any proposed changes in the work week hours.

**Section 2a:** At the discretion of the Town Administrator, certain Burlington Administrative Offices shall have the following regularly scheduled (35 hours) of operation:

Monday	8:30am to 4:30pm
Tuesday	8:30am to 4:30pm
Wednesday	8:30am to 7:00pm
Thursday	8:30am to 4:30pm
Friday	8:30am to 1:00pm (with no paid meal break)

**Section 2b:** Employees may elect to accumulate hours in a compensatory time bank, maximum accumulation one hundred twenty (120) hours for all B.M.E.A. employees, to be used by employee with approval of department head. Once an employee reaches the maximum 120 hours, he/she will be compensated at his/her appropriate rate of pay when requested to work additional hours.

**Section 2c:** Building Department inspectors may be regularly scheduled to work up to 40 hours in a workweek. The schedule shall be at the discretion of the Department Head, who shall take into consideration departmental workload and budget. Building Department inspectors shall be notified by January 31<sup>st</sup> of an increase or decrease within the range of 35 to 40 hours in their regular weekly schedule, which will be implemented on July 1<sup>st</sup> of that year.

Full-time Building Department clerical employees may be regularly scheduled to work up to 40 hours in a workweek. The schedule shall be at the discretion of the Department Head, who shall take into consideration departmental workload and budget. Full-time Building Department clerical employees shall be notified by January 31<sup>st</sup> of an increase or decrease within the range of 35 to 40 hours in their regular weekly schedule, which will be implemented on July 1<sup>st</sup> of that year.

**Section 3:** Library Summer Hours: The parties agree to a "voluntary" procedure to fill the needs of the Library to cover summer Saturday openings. This "voluntary" work schedule will not affect the normal weekly schedule of the employee. If in the event the Library Director cannot fill the Union position, he/she shall be allowed to fill these hours with other non-union personnel. The Director shall distribute a voluntary survey to his/her staff during April of each year to determine the adequacy of the staffing level for the summer hours. Union members who work these Saturday summer hours shall be paid 1.5 times their normal hourly wage.

**Section 4:** Head Traffic Supervisor Work Schedule: Workweek is thirty-five (35) hours per week, fifty-two (52) weeks per year. Traffic Supervisor Work Schedule: A minimum of three (3) hours work a day; fifteen (15)

hours per week. Work year shall consist of a minimum of 42 weeks and shall commence the first week that school is in session for students and finish on the last day of school for students. All Traffic Supervisors shall be required to attend one (1) preparatory day to be scheduled within the two (2) week period prior to the start of school, and shall be compensated straight time with a four (4) hour minimum for attending.

The parties agree to discuss this article during a Joint Labor Management meeting during this contract period.

**Section 5:** Traffic Supervisor Kindergarten Duty: The Town agrees to pay for hours worked per week not to exceed 7 ½ hours per week for one location. Any additional location(s) will be negotiated as to the rate and hours.

## **ARTICLE 19 MEDICAL EXAMINATIONS**

The Employer, acting through its Town Administrator, may whenever any question concerning an employee's health, physical fitness, physical capability, or illness arises under this Agreement or in any other context, order that said employee be examined, at the Town's expense and without any loss of salary to the employee, by a physician or surgeon chosen by the employer. The decision to order such an examination shall not be an arbitrable grievance under this Agreement.

## **ARTICLE 20 APPLICABILITY TO PERMANENT PART-TIME EMPLOYEES**

Persons working twenty (20) hours or more and less than thirty-five (35) hours per week, and for fifty two (52) weeks per year minus legal holidays, authorized vacation leave, sick leave and other authorized absences, shall receive vacation leave, sick leave and personal leave benefits conferred by this Agreement on a pro-rata basis, as explained in Addendum B. All other benefits conferred by this Agreement shall not be prorated unless specifically stated.

For purposes of this Article only, such benefits shall be pro-rated on the basis of a thirty-five (35) hour work week or a forty (40) hour work week, whichever is applicable to the individual affected and his/her department.

## **ARTICLE 21 HOLIDAYS**

All employees excluding Fire Dispatchers and Police Dispatchers shall receive time off without loss of pay for the following State legal holidays based on the employee's scheduled hours for that day:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

The Town Clerk shall post the holiday schedule one year before the holiday. If any of the above holidays fall on a normal day off for a regular full time employee, it shall be added to their vacation credits. Regular full time employees will be credited with seven (7) or eight (8) hours of vacation time based on their thirty-five (35) or forty (40) hour work schedule.

If any of the above holidays fall on a normal day of work for a permanent part time employee, that employee shall be entitled to time off without loss of pay on the basis of the ratio of their regularly scheduled hours of work per week bear to full time hours of work per week regularly scheduled in their department.

Any employee, excluding Fire Dispatchers and Police Dispatchers, required to work on any of the above days shall be compensated with an additional vacation day or a day's pay at employee's option, or shall be entitled to a minimum of four (4) hours pay at double time. If any of the above holidays fall on a normal day off, it shall be added to the employee's vacation credits.

If the Governor of the Commonwealth or the Great and General Court or the President of the United States issues an executive order declaring a special holiday to commemorate a person or event during the life of the contract, said special holiday shall be considered a legal holiday under the provisions of this Agreement as detailed herein.

Town offices will be closed the day before Christmas and will close at noon the day before Thanksgiving and New Year's Day. The day before Christmas means December 24<sup>th</sup> and the day before New Year's means December 31<sup>st</sup>.

## **ARTICLE 22 SICK LEAVE**

**Section 1** Sick leave shall be granted in accordance with the provisions hereof, without loss of pay, benefits or seniority to each employee, for sickness.

**Section 2** All non full-time Traffic Supervisors covered by this Agreement shall not be entitled to sick leave benefits.

**Section 3** At the end of each month every employee of the unit shall be credited with 1 ¼ calendar days of sick leave. Newly hired employees who start work on or before the 20<sup>th</sup> of the month will accrue full leave hours during the first calendar month of employment. Newly hired employees who start work on or after the 21<sup>st</sup> of the month begin accruing leave hours at the end of the second calendar month of employment. Eligibility to use sick leave commences after three months of continuous service.

**Section 4** All unused sick leave shall be allowed to accumulate without limit.

**Section 5** Sick leave must be used for purposes of an employee's own illness, with the exception that up to twenty (20) sick days per year may be used for illness of the employee's immediate family member.

**Section 6** The Town may investigate and take appropriate action when it is suspected that an employee is abusing sick time. Both parties recognize the value of counseling an employee when abuse of sick leave is suspected.

**Section 7** Addendum C depicts the amount of sick leave hours granted to an employee each month.

**Section 8** Any employee, who has not used sick time for six consecutive months, shall have an additional personal day credited, to be used within the fiscal year granted. The six month windows of time shall be January 1 through June 30 and July 1 through December 31. A new employee may participate once their probationary period is complete, and beginning with the next available six month window.

## **ARTICLE 23 PERSONAL DAYS**

Excluding employees in their first year of employment, each employee shall be granted three (3) personal days per fiscal year (July 1<sup>st</sup>). 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. Eligibility for accrual of personal days is subject to employees whose work schedules are 52 weeks per year.

New employees hired between January 1 and June 30 receive one (1) personal day on the initial July 1<sup>st</sup>. New employees hired between July 1 and December 31 receive two (2) personal days on the initial July 1<sup>st</sup>.

Addendum C depicts the amount of hours granted to an employee on July 1<sup>st</sup>.

Fire Dispatchers and all library personnel excluding the custodian shall be given and shall take personal leave in daily increments regardless of the hours on the given day.

## **ARTICLE 24** **VACATION BENEFITS**

The vacation schedule depicted in Addendum C shall be utilized, based on the following:

<u>Length of Employment:</u>	<u>Annual Vacation Allowance:</u>
Six (6) months of employment	One (1) week – five (5) days
Less than five (5) years (once probation ends)	Two (2) weeks - ten (10) days annual equivalent
5 years but less than 10 years	Three (3) weeks - fifteen (15) days
10 years but less than 15 years	Four (4) weeks - twenty (20) days
15 years or more	Five (5) weeks - twenty-five (25) days

Fire Dispatchers shall take above allowance equally in 10-hour and 14-hour shifts as practiced.

After each full month of service, eligible employees shall be credited with their monthly accrual depicted in Addendum C. In addition, upon completion of 5, 10 and 15 years of service on his/her anniversary, an employee shall be credited with one additional week (5 days) of vacation accrual. This additional week shall be exempt from the carryover defined below for a six (6) month period, beginning the date the employee became eligible for the additional week.

Newly hired employees will be given one (1) week of vacation upon the completion of six (6) months of employment and will begin to accrue their vacation leave at the rate above. Employees shall accrue the remaining week of vacation within their initial 12 months of employment.

Employees may accumulate unused vacation to any amount. For purposes of carryover from one calendar year to the next, each employee's accumulation must be reduced prior to December 31<sup>st</sup> to a maximum of 1.5 times the annual vacation allowance (i.e. an employee who accrues 4 weeks per year may carry over up to 6 weeks). Otherwise the amount of vacation carried over shall be reduced accordingly at the end of the calendar year.

In the event two or more employees from the same department requests vacation time and such requests cannot be handled internally, seniority within the department shall prevail unless the vacation request is in conflict with previously approved time off. In the event there is an operational need that is in conflict with an employee's vacation request, the parties agree to meet and discuss the matter.

## **ARTICLE 25** **BEREAVEMENT LEAVE**

In case of death of an employee's spouse, child or stepchild, parent, grandchild, or domestic partner<sup>1</sup> a permanent member of the bargaining unit shall be granted leave of absence with pay for five (5) working days. Such paid leave may not exceed five (5) days, and must be taken from the time of death up to two weeks after the funeral.

In the case of death of any immediate family as listed, a permanent member of the bargaining unit shall be granted a leave of absence with pay for up to four (4) working days. Immediate family is defined as brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or other relative residing in the same household as the employee. A three (3)-day bereavement leave will be given for spouse's grandparents and first cousins; a two (2)-day bereavement leave will be given for an aunt, uncle, niece or nephew. This leave shall be taken within the period of time from the date of death through four (4) days after the funeral. Such paid leave may not exceed four (4) days.

When there is a need to travel out of state to attend funeral services, an employee may request an extension of bereavement leave from the Town Administrator. Requests for leave extension shall not be unreasonably denied.

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<sup>1</sup> Domestic Partner shall be defined as follows: "An adult residing in the employee's home with whom he/she is in a committed relationship, including both same-sex and opposite-sex relationships."

## **ARTICLE 26 EDUCATIONAL BENEFITS**

The Town agrees to reimburse an employee covered under this Agreement for tuition and books for all approved educational courses taken by the individual provided such courses are job related and have received the prior written approval of the department head.

Furthermore, such reimbursement will be made only upon the submission by the employee of official transcripts from the school being attended, documenting the completion of said course. Reimbursement request, with supporting documentation, must be filed with the Town within two months after completion of the course.

- \* The Town agrees to budget \$7,500 each fiscal year.
- \* Any unexpended funds at the end of each fiscal year shall be reverted to the General Fund.
- \* In the event that funds are depleted, the parties agree to meet and discuss adding additional funding. There shall be no accrual of funds unless mutually agreed to by the parties.

Employees may apply for the position of Education Committee Chair. All qualified bargaining unit employees, as described in the position description, shall be appointed for a 12 month period (52 pay periods). In the event that multiple employees are qualified for this position, the Town shall appoint such employees as Co-Chairs. The stipend for the Education Committee Chair and Co-Chairs shall be 10% of the employee's base salary, and will be paid on a weekly basis. This stipend shall be considered regular compensation for the purposes of calculating overtime. In the event the employee's employment is terminated such appointment and responsibilities shall cease.

## **ARTICLE 27 UNION REPRESENTATIVES**

A written list of union stewards and other representatives shall be furnished to the employer immediately after their designation, and the union shall notify the employer immediately of any changes.

Upon prior request made to the appropriate department head or his/her designee, Local 1703 elected officials may be granted reasonable time off up to 120 cumulative hours per year with pay during working hours to attend conventions, trainings, and meetings of the AFSCME state and national bodies and of the Massachusetts AFL-CIO, except in emergencies.

A union steward or other representative, upon prior request made to the appropriate department head or his/her designee, shall be granted reasonable time off with pay during working hours to investigate and to settle grievances, but no steward or other representative shall leave his/her duties without permission. Union representatives may hold general membership meetings three (3) times per year during regular hours of work. Said meeting shall start no earlier than 3:30 PM, unless approval has been granted by the Town Administrator.

## **ARTICLE 28 MISCELLANEOUS**

### **Section 1: Non-Discrimination Clause**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, political affiliation or any other classification protected by state or federal law. The Union shall share equally with the Town the responsibility for applying this provision to the Agreement.

The Town shall not discriminate against, discharge or otherwise interfere with, coerce or restrain any employee covered by this Agreement in the exercise of any rights under this Agreement and any and all laws, state or federal, dealing with collective bargaining or protected concerted activity nor on account of his/her Union membership or lawful Union activity. The Union shall not discriminate against any employee by reason of non-membership in the Union. The Town and the Union shall not discriminate against any employee on the basis of race, creed, color, sex, age, marital status, disability or political affiliation.

**Section 2: Storm Conditions/Early Release**

In cases where the determination to close Town Hall or the Human Services Center during inclement weather or an emergency has been made by the Town Administrator (in consultation with the Select Board), or the decision to close other Town facilities has been made by the responsible department head (in consultation with the appropriate Appointing Authority), employees absent or dismissed from work due to the weather or other emergency conditions will receive regular pay for their normally scheduled work hours. Employees required to remain at work under such conditions will be credited with compensatory time off, at straight time. Only personnel who report to work on their scheduled hours during inclement weather or other emergencies will be paid. Payment for authorized weather or emergency absences does not extend benefits to those employees absent due to sick leave, vacation or other form of leave at the time of the storm or emergency. This provision does not apply to civilian dispatchers.

**Section 3: Relief Time**

1. An employee may not work more than eighteen (18) consecutive hours. In the event an employee is required to work beyond eighteen (18) hours, he/she will be required to take an eight (8) hour relief period for each 18 hours worked.
2. When an employee is required to return to work directly following an eight (8) hour period he/she will be compensated at his/her straight time rate of pay for the an eight (8) hour relief period provided he/she returns. If under the conditions prevailing in Section 1 or 2 of this Article, an employee is requested to cease work after 1:00 PM, he/she will be paid at his/her regular rate of pay through the end of his/her work shift on that day.
3. In order to insure the maximum number of employees available, the Town reserves the right to stagger the relief period beginning prior to an employee reaching the eighteen (18) hours work period.

**Section 4: Meal Money**

An employee will be paid \$7.00 for meal money after 12 hours of consecutive work. This will increase to \$8.00 on 7/1/2023 and \$9.00 on 7/1/2024.

**Section 5:** Payroll advices shall be distributed electronically, requiring direct deposit. Employees hired prior to July 1, 2019 may opt out of direct deposit and receive their advices by hard copy in an envelope.

**Section 6:** All bargaining unit employees shall be called into work before non-bargaining unit employees.

**Section 6A:** The Town and the Union will discuss any contracting practices. Landscaping work will be performed by Recreation Maintenance union members at the municipal buildings from April through November. Grass cutting and regular maintenance will be performed during regular work hours. In April, May and June, (spring clean-up) three (3) Recreation Maintenance workers will be allowed to work one 4-hour shift (12 hours) per week on overtime to perform other landscaping duties. In July and August, two (2) Recreation Maintenance workers will be allowed to work one 4-hour shift (8 hours) per week on overtime to perform Recreation Maintenance assignments. During September, October and November, (fall clean-up) it will be the same as April, May and June: Three (3) Recreation Maintenance workers will work one 4-hour shift per week (12 hours) on overtime. The work schedule and assignments of these duties will be maintained by the Superintendent of Recreation Maintenance. The Town and Union agree to discuss potential shifting of November hours to another month with more daylight.

Recreation Maintenance overtime to monitor volunteer groups shall be considered a continuation of work when contiguous with the end of the work shift within the regular workweek and shall not be subject to the overtime minimum provision.

**Section 6B:** In order to provide safe baseball and softball fields, volunteers shall be allowed to rake mounds, batters' boxes and abutting areas when a baseball/softball organization utilizes Town fields. In the event that rain or other unforeseen conditions occur immediately before, during or between games, volunteers may take actions to assure safe playing surfaces.

**Section 6C:** The Town agrees to correspond, in writing, with the appropriate School Department officials to re-state their obligation to comply with the specific restrictive provisions of the CBA relating to "outside contract work" for school grounds.

**Section 7:** The employee performance appraisal shall be considered in the granting of a step increase. An employee with less than satisfactory performance will be notified at least three months before the salary anniversary date. The Town agrees to a one-month notification for employee performance appraisals.

**Section 8:** EMT certification will be a condition of employment for Fire Dispatchers. Any Civilian Fire or Police Dispatcher certified as an EMT will receive a stipend of \$750 each year with proof of certification. The Town of Burlington shall continue, at its own expense, to annually provide a DOT/OEMS approved EMT refresher course to each Fire Dispatcher. Annual training will continue to be offered to dispatchers understanding employees on an approved leave will not be required to attend training. The Town shall pay for the cost of the EMT recertification courses and materials.

**Section 9:** In addition to regular compensation, Recreation Maintenance workers working on operating the bucket truck shall be eligible for the additional minimum compensation of 4 hours double shift differential rate (Article 4) during bucket truck operations. Hours worked after 4 hours shall be at shift differential rate. There shall be a maximum of three employees eligible for this additional compensation, per bucket truck operation.

**Section 10:** The Town will make every effort to change the payroll stubs to record sick time, vacation time, overtime hours, etc. Union members shall certify their use of leave time by completing a request form at their earliest convenience, and no later than the first shift the employee returns from leave.

**Section 11:** Traffic Supervisors who have Red Cross Certification will receive  
Full-time: \$350. Part-time: \$250.

**Section 12:** Head Traffic Supervisor shall have a patrol car when available.

**Section 13:** Employees who have a C.D.L. license for use in their job will be compensated \$150 per year, and shall be subject to the Town's Drug and Alcohol Testing Policy for Employees in Safety-Sensitive Positions requiring Commercial Drivers Licenses (CDLs). Employees who have a pesticide, hoisting, water distribution or water treatment license, playground safety certification or is a Certified Pool Operator (CPO) for use in their job shall be compensated at \$150 per year for each license. Maximum compensation for licenses shall be \$750 per year.

**Section 14:** The Town will pay \$100, as a weekly stipend, to the Animal Control Officer for weekend coverage for normal, routine feeding of animals at the Town facility, and a stipend of \$95/weekly for dead animal pickup.

**Section 15:** There shall be a Labor-Management Committee consisting of two (2) designated BMEA representatives and up to two (2) designated Town representatives. The Committee shall meet at least every other month to discuss matters of mutual concern. The minutes of meetings shall be agreed upon prior to distribution.

**Section 16:** The Town will provide, without cost to the employee, Hepatitis B shots for all Traffic Supervisors who perform the function of a Matron.

**Section 17:** All employees summoned for jury duty will be granted a leave of absence with pay (less jury fees) for time lost from their regular work schedule while on said jury duty upon presentation of proper documentation.

**Section 18:** The Town will pay a stipend of \$2,000 per year (\$38.46 weekly) to one member to serve as Parking Clerk. This shall be considered full payment for the work required; no overtime shall be paid to perform these duties.

**Section 19:** The Town will pay a stipend of \$40 per week for those members holding Assistant Collector Certification, Assistant Treasurer Certification, and Assistant Town Accountant Certification.

**Section 20:** The parties agree the installation and implementation of the camera system is not for productivity purposes and will not be utilized to review or monitor productivity. Further, video information shall not be reviewed for disciplinary issues without cause. The Union shall have the right to review camera access logs upon request.

**Section 21:** The Town will pay a stipend of \$25 per week, for a period of 42 weeks in a fiscal year, to a BMEA member to serve as Senior Traffic Supervisor, based on seniority.

**Section 22:** The Town shall pay for the costs of CPR certification and recertification courses and materials for all employees required to maintain CPR certification based on their job description.

**Section 23:** The Union and the Town Administrator will enter into an agreement on a Cybersecurity Plan.

**Section 24:** The Recreation Maintenance Mechanic shall receive a tool allowance of \$300 per year.

**Section 25:** Dispatchers engaged in training new employees shall receive an additional \$2.00 per hour for each hour of training. Dispatchers with at least two (2) years' experience shall be eligible for the additional compensation. It is not intended to be the Senior Dispatcher exclusively.

**Section 26:** The Town will pay a stipend of \$57.69 per week to the Payroll Administrator if he/she holds Payroll Certification.

**Section 27:** The Town will pay a stipend of \$230.00 weekly to one member to serve as Grandview Farms Rental Coordinator. This shall be considered full payment for the work required; no overtime shall be paid to perform these duties.

## **ARTICLE 29** **FAMILY MEDICAL LEAVE ACT**

**Section 1:** An employee who has been employed for at least 12 months by the Town and who has worked for at least 1,250 hours during the previous 12 month period is entitled to a total of 12 workweeks of leave during any 12 month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid 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. The employee may be requested to provide in a timely manner appropriate certification as required in the Family and Medical Leave Act, CFR §825.103.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or for a serious illness of the employee, his or her spouse, child, including adopted or foster child or parent, or because of any qualifying exigency 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 illness is defined in accordance with the Family and Medical Leave Act CFR S825.114. When necessary, leave may be consecutive, intermittent, or on a reduced hour schedule subject to the approval and the ability of the department head to accommodate such schedule.

**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 2:** Notwithstanding the provisions of the FMLA, the employer shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA, without the consent of the employee.

Notwithstanding the provisions of the FMLA, an employee taking leave to which he/she is entitled under the FMLA may substitute, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave taken by the employee, except that an employee may use up to one half of their accumulated sick leave days for the purpose of arranging care for a member of the family suffering from a serious illness.

The Leave Year shall be defined as a rolling twelve (12) month look-back period based on the employee's use of FMLA leave during the previous twelve (12) months.

## ARTICLE 30

### COMMERCIAL DRIVER LICENSE POLICY

**Drug and Alcohol Testing Policy** – All employees covered by this Agreement shall be subject to the Town of Burlington's policy regarding drug and alcohol testing for employees in safety-sensitive positions requiring Commercial Driver Licenses (CDL).

#### **POLICY**

The Town of Burlington is committed to ensuring the safety of both the public and its employees. Toward that end, Town employees are required to report to work fit for duty and to refrain from activities, which would impair their ability to perform their duties safely.

Pursuant to the provisions of the *Omnibus Employee Testing Act of 1991*, the Department Transportation (DOT) has promulgated regulations requiring drug testing for five (5) controlled substances (marijuana, cocaine, opiates, amphetamines, and phenacyclidine), as well as breath testing for alcohol, of certain employees.

#### **APPLICABILITY**

This policy applies to all employees who operate a commercial motor vehicle and/or are subject to the commercial driver license requirement under Massachusetts or Federal Law. These employees include but are not limited to full-time regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the Town and who operate a commercial motor vehicle at the direction of or with the consent of the Town.

#### **PROHIBITED CONDUCT**

1. Reporting for duty or remaining on duty with a breath alcohol content of 0.02 percent or higher.
2. Use of alcohol within the four (4) hours prior to performing a safety-sensitive function like driving.
3. Use of alcohol on the job.
4. Use of alcohol prior to testing or during the eight (8) hours following an accident.
5. Possession of any medication or food containing alcohol while driving a vehicle.
6. Refusal to submit to a required alcohol or controlled substance test, or tampering with samples offered at such a test.
7. Use of controlled substances on duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

#### **PROCEDURES FOR ALCOHOL AND DRUG TESTING**

##### **A. Types of tests. The following tests are required:**

1. Pre-Placement Testing for Controlled Substances
  - All applicants for employment in covered positions, as well as those covered employees returning from layoff, are subject to screening for use of controlled substances.
  - All applicants who test positive for drugs will not be offered employment with the Town of Burlington.
2. Post-Accident
  - All covered employees shall be tested after accidents involving safety-sensitive vehicles on a public road (those requiring a Commercial Driver License) where there has been a citation for a moving traffic violation or there is a fatality, even if the driver is not cited for a moving traffic violation. Test for alcohol use shall be conducted within two (2) hours, but in no case, more than eight (8) hours after the accident, while tests for controlled substances shall be conducted within thirty-two (32) hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make him/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Town of Burlington employee/supervisor.

3. Reasonable Suspicion

- An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has engaged in conduct prohibited by this policy. The observation shall be made by the supervisor, proceeding or after the workday, and he/she shall file a detailed, signed report. The supervisor making the observation shall bring the report to the attention of the Superintendent of the Division (if applicable) or Superintendent of Recreation Maintenance (if applicable) who must concur with the request to have an employee tested before such testing is conducted. Such concurrence shall be in writing. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours after the observation is made. If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least twenty-four (24) hours.

4. Random

- Employees shall be tested throughout the calendar year for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for controlled substances. Each year, the number of random alcohol tests conducted by the Town must equal at least 10% of all the covered employees. Random drug tests conducted by the Town must equal at least 50% of all covered employees.

5. Return to Duty and Follow-Up

- An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety-sensitive duties. During the interim period, an employee will be allowed to perform non-safety sensitive work, if available, during the period of testing. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. The Town of Burlington agrees to bear the expense of the six (6) follow-up tests. Follow-up testing may be extended for up to sixty (60) months following the return to duty.

**B. Conducting Tests: *Employees shall be compensated for all time spent administering all alcohol and/or controlled substance testing.***

1. Alcohol

- Federal regulations require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has prohibited alcohol concentration. A screening test will be conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test.

2. Drugs

- Drug testing is conducted by analyzing a driver’s urine specimen, and must be conducted through a U.S. Department of Health and Human Services (DHHS) certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen’s security; proper identification and integrity are not compromised.
- Federal regulations require a “split specimen” procedure. Each urine specimen is subdivided into two bottles labeled a “primary” and a “split”. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 (seventy-two) hours to request that the split specimen be sent over to another DHHS certified laboratory for analysis. The Town agrees to pay all costs of this procedure.
- Testing is conducted using a two-stage process. First, a screening is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test

result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

3. Refusal to Participate/Tampering

- Any refusal to participate in any of the types of alcohol and/or drug tests required under the DOT regulations will be treated as indicative of a positive result.
- If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

**C. Consequences of Alcohol/Drug Misuse**

1. Drivers who have any alcohol concentration (defined as 0.02 or greater) when tested just before, during or just after performing safety-sensitive functions requiring a Commercial Driver License must be removed from performing such duties for 24 hours, and will be sent home with pay or assigned suitable non-safety sensitive work if available.
2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol -0.04 or greater- or drug use) must be immediately removed from safety-sensitive functions, must be evaluated by a substance abuse professional and must undergo a treatment program as defined by a substance abuse professional.
3. Drivers who wish to continue employment with the Town of Burlington must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on non-occupational sick leave, leave without pay status, or other available leave during the treatment period, whichever is appropriate.
4. Drivers who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 alcohol concentration and/or a urine drug test which is negative who are then subject to unannounced follow-up tests, may return to work.
5. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy may be subject to discipline up to and including termination under the Town's progressive disciplinary procedures. Specifically, the sanctions to be applied for violations of this policy shall be as follows:

**ALCOHOL**

First Offense:	Written Warning.
Second Offense:	One (1) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.
Third Offense:	Three (3) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.
Fourth Offense:	30 (thirty) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.
Fifth Offense:	Termination.

**CONTROLLED SUBSTANCES**

First Offense:	Three (3) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.
Second Offense:	Thirty (30) day suspension without pay. Mandatory substance abuse evaluation to be facilitated by the EAP.
Third Offense:	Termination.

Any employee subject to testing shall be compensated for all time spent administering all alcohol and/or controlled substance testing.

Discipline resulting from a violation of the alcohol and controlled substances policies shall be progressive and subject to the Grievance and Arbitration Procedures of an employee's respective Collective Bargaining Agreement, if applicable.

**D. Information/Training**

1. All current and new employees covered under this policy will receive written information about the testing requirements and how and where they may receive assistance for alcohol and/or drug misuse. All employees must receive a copy of this policy and sign the *Confirmation of Receipt* (below).
2. All supervisory and management personnel in the Division of Public Works and Recreation Maintenance Department must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

**E. Record Keeping**

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Driver alcohol and drug testing records are confidential. Test results and other confidential information shall remain in a medical file separate from the employee's personnel file. Such information may only be released to the employer, the substance abuse professional, the MRO and any arbitrator of a grievance filed in accordance with this policy. Any other release of this information may only be made with the driver's written consent.

**F. Pre-Employment References**

1. The Town must obtain and review the following information from each employer that the prospective driver worked for, in a safety-sensitive position, during the previous two years: Information about a test in which the employee's blood-alcohol level was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she may not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment and tested negative in a return-to-duty test. The Town of Burlington must provide the same information to subsequent employers of current Town employees when provided with a written release.

**Employee Confirmation of Receipt**

I hereby certify that I was given a copy of the Town of Burlington's Drug and Alcohol Testing Policy, and have been given an opportunity to ask questions of my supervisors about the content of policy.

Employee's Name: \_\_\_\_\_

Division: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ARTICLE 31 TECHNOLOGY**

**Section 1:** Introduction ~ The Town of Burlington and the Union recognize that automation and technological change are an integral part of work performed by members of this bargaining unit.

**Section 2:** Technological Change ~ The Town of Burlington will notify the Union at least thirty (30) days in advance of any proposed technological change which the Town plans to introduce.

**Section 3:** Ergonomic Guidelines ~ The State of Massachusetts guidelines on visual display terminals, CRT's and printers, originally issued in 1984 and periodically amended, shall be used as reference for this Article.

**Section 4:** The Town shall provide computer training for all approved software programs utilized by bargaining unit members. The Education Committee, as outlined in Article 26 of this Agreement, may approve reimbursement for computer course.

**Section 4A:** The following positions shall receive a stipend as listed below for demonstrated computer proficiency: Office Assistant, Accounting Specialist, Accounting Technician, Administrative Assistant I, Administrative Assistant II, Benefits Administrator, Benefits Specialist, Administrative Secretary-Police/Fire/YFS, Assistant Town Accountant, Assistant Town Treasurer, Payroll Administrator and Assistant Collector.

The following stipend(s) shall be paid for a period of up to three (3) years upon successful completion of the Microsoft Office Specialist (MOS) or Microsoft Certified Application Specialist (MCAS) certification exams. This stipend will be renewable thereafter for another three (3) year period upon successful completion of an appropriate certification exam.

MCAS Certification \$75 per certification (Word, Excel, PowerPoint, Access)  
MOS Specialist \$75 per certification (Word, Excel, PowerPoint, Access)

This stipend will be paid on or about September 1<sup>st</sup> of each year. The Education Committee shall allow available education funds (up to \$2,500 each year) to be used for preparatory courses and reimbursement of one (1) exam fee per employee per initial certification exam and one (1) exam fee per employee for renewal of certification(s).

**Section 5:** Fire Dispatchers shall be responsible for responding to emergency alarms only. Examples of such alarms are as follows: Natural gas leaks, high water sump pumps, N-STAR and generator status, and boiler water pressure issues. Fire Dispatchers shall send an appropriate fire response to natural gas leaks and chemical spills. All other alarm notifications shall prompt a chain of notification command that appears on the Telemetry screen. If notification efforts are exhausted, there shall be no future recourse on the part of the Dispatchers. The Town and the Union, prior to additions to the system, shall discuss any future additions of devices to be monitored by the Fire Dispatchers.

## **ARTICLE 32 PROBATIONARY PERIOD/JUST CAUSE**

No employee who has completed six (6) months of service shall be disciplined, suspended, or discharged except for just cause.

The Town of Burlington agrees to apply the concept of progressive discipline in all but the most serious cases.

## **ARTICLE 33 SENIORITY**

Seniority shall mean length of continuous employment with the Town of Burlington or Burlington School Department.

For employees hired into the bargaining unit on or after January 1, 2014, seniority shall mean length of service within the bargaining unit. Seniority shall be acquired after completion of his/her probationary period, at which time seniority shall be retroactive to the first day of employment within the bargaining unit.

## **ARTICLE 34 CIVIL SERVICE**

The parties agree to incorporate the terms of the May 11, 2011 Memorandum of Agreement as it applies to tenured Civil Service Employees as defined in MGL Chapter 31.

## **ARTICLE 35 LAYOFF AND RECALL PROCEDURE**

**Section 1:** The Town of Burlington and the Union agree that if the Town, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply.

**Section 2:** "Lay off" shall be defined as an employer-initiated separation of an employee from service because of lack of work or shortage of funds.

**Section 3:** In the event of a reduction in force, the employer will conform to all of the requirements of M.G.L. chapter 31 and M.G.L. chapter 150-E.

**Section 4:** In the event of a proposed reduction in force, the Town and the Union shall agree on a 'Voluntary Lay Off Incentive Program' to be offered to all bargaining unit employees. In no event shall a senior employee within the job classification be laid off before a less senior employee within that classification.

**Section 5: Bumping** An employee designated for layoff may exercise the consent to be demoted into a lower graded classification which is held by a less senior employee, as long as the employee is qualified for the position held by the less senior employee.

**Section 6: Recall** An employee shall remain on a recall list for a period of two years from the date of lay off and shall be notified by first-class notice of all bargaining unit vacancies. Prior to filling said vacancy, the Town shall offer the position to responding qualified employees according to seniority.

For purposes of continuation of benefits, a recalled employee shall be treated as if coming off an authorized leave of absence. An employee who is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his\her former grade and step rate.

## **ARTICLE 36 INSURANCE**

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

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

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

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

The parties' Agreement on health insurance and specifically including the 50% HRA agreement, shall be effect from July 1, 2019 through June 30, 2022.

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

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

## ARTICLE 37

### POLICE AND FIRE CIVILIAN DISPATCHERS

#### **CIVILIAN DISPATCHERS WITHIN THE FIRE DEPARTMENT**

**Section 1:** Fire Dispatchers shall work the standard firefighting shifts of ten (10) hour days and fourteen (14) hour nights on the standard eight (8) week cycle, averaging forty two (42) hours per week.

**Section 2:** Fire Dispatcher overtime shall be paid for all hours in excess of normal work week (Article 18) and it is understood that the normal work week shall be compensated at forty (40) hours straight time and two (2) hours at time and one half.

**Section 3:** Fire Dispatcher call back within three (3) hours of scheduled start shall be paid at time worked and all other callbacks shall be paid for at a minimum of four (4) hours at time and one half.

**Section 4:** The shift differential for Fire Dispatchers shall apply for the 5:00 PM to 7:00 AM shift only.

**Section 5:** For each paid holiday, Fire Dispatchers shall receive, in addition to their regular compensation, holiday pay computed at one fourth (1/4<sup>th</sup>) of their regular weekly compensation for each holiday. Each Fire Dispatcher shall be paid their then accumulated holiday pay on the last pay period of June and the first pay period in December.

**Section 6:** Fire Dispatchers shall be allowed reasonable time off during each shift to attend to personal needs and refreshment.

**Section 7:** Fire Dispatchers shall receive meal allowance after completion of five (5) hours beyond their normal shift.

**Section 8:** Any Fire Dispatcher shall be granted a special leave of duty without loss of pay, benefits, or seniority for any tour of duty on which he/she is able to secure another employee to work in his/her place provided:

- a. such substitution does not impose any additional cost to the town.
- b. such substitutions are within the Fire Dispatchers classification.
- c. the employees involved are held responsible for all agreements made.

**Section 9:** Any Fire Dispatcher who is required during his/her off duty hours to appear before any Federal, State or Local agency authority or tribunal for the purpose of giving information acquired by him/her in the course of the performance of his/her duties as an employee of the Burlington Fire Department shall be paid at the employees applicable overtime rate with a guaranteed minimum of four (4) hours. Any employee who is summoned and reports for Jury duty shall be compensated at his/her regular applicable rate of pay by the Town for each day on which he/she performs Jury duty and on which he/she otherwise would have been scheduled to work, less Jury fees, if any, received by the employee.

**Section 10:** Filling shifts for both scheduled and unscheduled vacancies within the Fire Department.

1. The first request shall be to a BMEA Union Fire Dispatcher.
2. The second request shall be to a per-diem Dispatcher called from a list of part-timers retained by the Chief.
  - a. If the Command Officer is unable to reach any of the individuals on the per-diem list, a Fire Fighter on "light duty" already assigned to the shift shall staff the dispatch desk.
3. The third request shall be from the Fire Fighter Detail List.
4. The fourth request shall be for a Fire Fighter off the line, only if the staffing exceeds the minimum number required.
5. The fifth request shall be made by the Officer in Charge, either of the Dispatcher currently on duty or a Fire Fighter.

It is further understood that a Dispatcher can agree to work a third consecutive shift, over and above the 24-hour maximum, only if the Dispatcher agrees. The Dispatcher cannot be forced to work over the 24-hour maximum or more than a third shift. In addition, in order to be eligible to work a third shift, the two shifts worked previously must have been a day and night shift, so that the third shift is, once again, a day shift.

It is also understood that as per-diem Dispatchers are hired that a folder will be created which will contain policies and procedures for Fire Department Dispatchers that they will be able to access.

## **CIVILIAN DISPATCHERS WITHIN THE POLICE DEPARTMENT**

**Section 1:** The Town of Burlington has implemented Police Civilian Dispatchers in the Burlington Police Department. Staffing consists of one (1) Police Civilian Dispatcher on the day shift and one (1) on the 4:00 PM-12:00 Midnight shift.

**Section 2:** Police Civilian Dispatchers work a four (4) and two (2) workweek consisting of eight (8) hour shifts. When Police Civilian Dispatchers are on break or mealtime, and through the midnight to 8:00 AM shift, the desk will be filled with an on-duty patrolman. Police Civilian Dispatchers will receive reasonable time off for breaks and meals consistent with past practice.

**Section 3:** Police Civilian Dispatchers shall be offered overtime to replace all Police Civilian Dispatchers' vacant shifts. If such off-duty Police Civilian Dispatcher is unavailable, an off-duty patrolman shall be called in on overtime for such replacement. No on-duty patrolman shall be assigned to replace an absent Police Civilian Dispatcher, unless replacement efforts fail.

**Section 4:** Seniority for dispatching purposes only: Requests for time off/holidays and holiday eves will be granted according to Police Department seniority in regards to Police Civilian Dispatchers and the BPPA.

**Section 5:** When a Police Civilian Dispatcher is unavailable to replace an absent Police Civilian Dispatcher, replacement by an off-duty patrolman shall be for a full shift.

**Section 6:** Patrolmen assigned to light duty may continue to be assigned to dispatch or station duty. However, only one (1) light duty patrolman may be assigned to the desk per shift if a Police Civilian Dispatcher is on duty, but two (2) light duty patrolmen may be assigned on shifts where a Police Civilian Dispatcher is absent.

**Section 7:** Although it is the Town's intention to replace Dispatchers for Dispatchers, if an occasion arises for a patrolman to replace a Dispatcher, that Officer must be called from the overtime list and paid at the detail rate.

**Section 8:** The station commander shall exercise final determination regarding dispatch of vehicles and personnel.

**Section 9:** The Town shall consult with both Unions regarding the hiring and training of Police Civilian Dispatchers.

**Section 10:** There shall be a minimum of three (3) E-911 40-hour trained Patrol Officers, the same number as Police Civilian Dispatchers.

**Section 11:** A Police Civilian Dispatcher may, but shall not be required to, work two consecutive shifts.

**Section 12:** For each paid holiday, Police Civilian Dispatchers shall receive, in addition to their regular compensation, holiday pay computed at one fifth (1/5<sup>th</sup>) of their regular weekly compensation for each holiday. Each Police Civilian Dispatcher shall be paid their then accumulated holiday pay on the first pay period in December.

**Section 13:** Any Police Dispatcher shall be granted a special leave of duty without loss of pay, benefits, or seniority for any tour of duty on which he/she is able to secure another employee to work in his/her place provided:

- a. Such substitution does not impose any additional cost to the town.
- b. Such substitutions are within Police Dispatchers classification.
- c. The employees involved are held responsible for all agreements made.

**Section 14:** Any Police Dispatcher who is required during his/her off duty hours to appear before any Federal, State or Local agency authority or tribunal for the purpose of giving information acquired by him/her in the course of the performance of his/her duties as an employee of the Burlington Police Department shall be paid at the employees applicable overtime rate with a guaranteed minimum of four (4) hours. Any employee who is summoned and reports for Jury duty shall be compensated at his/her regular applicable rate of pay by the Town for each day on which he/she performs Jury duty and on which he/she otherwise would have been scheduled to work, less Jury fees, if any, received by the employee.

## **ARTICLE 38** **INDEMNITY CLAUSE**

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

## **ARTICLE 39** **SNOW AND ICE CALL-OUT PROCEDURE**

Following is the procedure the DPW will follow for snow and ice call out of employees working in both the Department of Public Works and BMEA bargaining units during a current snow and ice event. This procedure will start with step A and will advance sequentially as the storm or event needs for personnel and equipment demands it. This call out procedure applies to all School, Municipal roadways and parking lots plowing and sanding operations under the authority of the DPW.

### Call Order of Personnel:

- A. Highway personnel will be called in first in accordance with practices established within the Department of Public Works. As few as one employee may be called to respond to a snow and ice event. Mechanics may be called as part as part of the step A if more than 3 pieces of equipment are operating.
- B. Sanding Contractors may be called as needed.
- C. Other non-supervisory DPW employees may be called for sanding operations as needed.
- D. All other non-supervisory DPW employees and Recreation Maintenance employees will be called for plowing operations as needed.  
Recreation Maintenance employees shall sign up, on a voluntary basis, to be on the DPW Snow & Ice call-in list. Recreation Maintenance employees may be removed from the DPW Snow & Ice call-in list for consecutive non-responses (non-shows) to snow and ice events at the discretion of the DPW Director. Once an employee is removed from the list, he may only be reinstated at the discretion of the DPW Director.
- E. Snow Supervisors will be called by seniority as needed. This includes DPW Supervisors (both DPW employees who normally perform supervisory level duties, as defined in article 32 of the DPW bargaining agreement, and BMEA employees who normally perform contract management duties within DPW).
- F. Plowing Contractors as needed.

All Personnel and Contractors will be released in reverse order. Prior to the release of the Recreation Workers, the Director of Public Works or his/her designee (Highway supervisor) will check with the Superintendent of Recreation Maintenance (or highest grade/senior Supervisor Recreation Worker) to make sure that all assignments are completed.

The Director of Public Works or his/her designee (Highway supervisor) will assign work to all Town personnel and contractors at his/her discretion. Work may include main roadways, secondary roadways and/or School and Municipal parking lots. In order to make the operation more efficient the same areas will be assigned to Contractors and Town personnel, including assigning plowing parking lots to the Recreation Division. However, personnel may be reassigned depending on the timing of the event or the operational needs at the sole discretion of the Highway supervisor.

Recreation personnel, through their most senior supervisor, will work under the direction of the Highway supervisor. Start times, breaks and assignments will be assigned by the Recreation Supervisor with the approval of the Highway supervisor. The Recreation Supervisor will coordinate with the Highway supervisor on progress,

completion of tasks and quitting time. Performance and progress shall be determined at the sole discretion of the Highway supervisor.

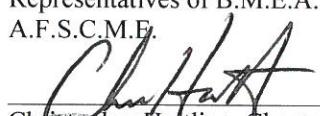
Nothing in the Agreement shall prohibit the Recreation Maintenance Department from conducting its own snow and ice operations of any School, Parks or Municipal properties under the jurisdiction of the Recreation Commissioners at the Recreation Department's expense.

## ARTICLE 40 DURATION

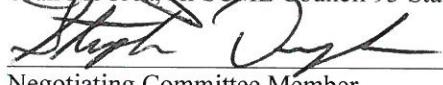
This Agreement shall take effect July 1, 2025 and shall remain in full force and effect until June 30, 2028. In the event that a successor Agreement is not reached by June 30, 2028 this current Agreement shall remain in effect.

Dated this 14<sup>th</sup> <sup>JULY</sup> day of May 2025 at Burlington, Massachusetts

Representatives of B.M.E.A. Local 1703  
A.F.S.C.M.E.

  
Christopher Hartling, Chapter Chair

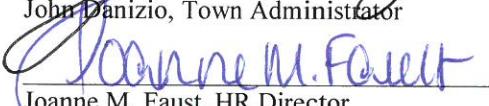
  
Sean McCrea, AFSCME Council 93 Staff Representative

  
Hugh Dugan  
Negotiating Committee Member

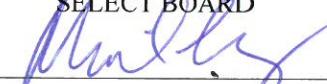
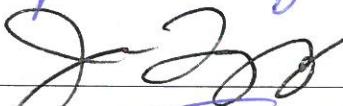
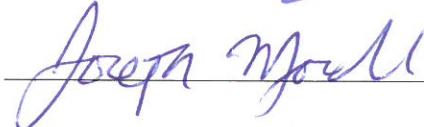
  
Kim Pigott  
Negotiating Committee Member

Town of Burlington

  
John Danizio, Town Administrator

  
Joanne M. Faust, HR Director

SELECT BOARD

**ADDENDUM A**  
**TOWN OF BURLINGTON**  
**BMEA CLASSIFICATION PLAN**

**GRADE 13**

**GRADE 12**

Health Agent/Sanitarian

**GRADE 11**

Assistant Library Director  
Recreation Program Coordinator  
Superintendent of Recreation Maintenance  
Senior Civil Engineer  
Senior Building Inspector  
Supervising Nurse  
Therapeutic Recreation Specialist

**GRADE 10**

Assistant Recreation Program Coordinator  
Associate Health Inspector  
Children's Librarian  
Circulation Librarian  
Civil Engineer  
Head Reference Librarian  
Inspector of Plumbing and Gas Fitting  
Inspector of Wires  
Local Building Inspector  
Technical Services Librarian  
Social Worker - COA

**GRADE 9A**

Lead Working Foreman

**GRADE 9**

Data Collector  
Junior Civil Engineer  
Public Health Nurse  
Reference Librarian  
Young Adult Librarian

**GRADE 8B**

Working Foreman/Maintenance Craftsman  
Payroll Administrator

**GRADE 8A**

Administrative Assistant II  
Assistant Town Accountant  
Assistant Town Treasurer  
Select Board Office Administrative Assistant

**GRADE 8**

Circulation & Technical Services Assistant  
Head Custodian  
Senior Collector

**GRADE 7A**

Grade 2-Engineer

**GRADE 7**

Accounting Specialist – Accounting  
Administrative Secretary - Police/Fire/YFS  
Animal Control Officer/Animal Inspector  
Collector Specialist  
Engineering Aide  
Lead Custodian  
Recreation Maintenance Craftsman/HMEO/Mechanic  
Senior Dispatcher - 1 in Police and 1 in Fire

**GRADE 6A**

Accounting Specialist  
Recreation Maintenance Craftsman/HMEO

**GRADE 6**

Administrative Assistant I  
Assistant to Children's Librarian  
Building Custodian  
Circulation/Interlibrary Loan Assistant  
Civilian Fire Dispatcher  
Civilian Police Dispatcher  
Head Traffic Supervisor

**GRADE 5A**

Accounting Technician  
Senior Library Technician

**GRADE 5**

Office Assistant

**GRADE 4A**

**GRADE 4**

**GRADE 3**  
Council on Aging Van Driver

**GRADE 2**

Traffic Supervisor

**GRADE 1**

**ADDENDUM B**  
**TOWN OF BURLINGTON**  
**BMEA COMPENSATION PLAN**

- Employees who have been hired into the BMEA as of September 30, 2016 shall advance to the next step within their grade on an annual basis; and upon promotion to a new position these members shall receive their initial step upon completion of a 6-month probation and annually thereafter.
- Employees who are hired into the BMEA after October 1, 2016 shall receive their first step increase one (1) year after appointment and will advance through steps 2-9 on an annual basis.
- The initial placement of new hires shall be no greater than Step 3. The Town has the right to discuss with the Union a starting salary above step 3, such a change will be by mutual agreement.

**BMEA COMPENSATION PLAN**

<b>FY26 Hourly Rates Effective 7/1/2025</b>									
	1	2	3	4	5	6	7	8	9
13	\$49.24	\$51.45	\$53.77	\$56.19	\$58.71	\$61.36	\$64.12	\$67.16	\$70.35
12	\$45.47	\$47.51	\$49.65	\$51.89	\$54.22	\$56.66	\$59.21	\$62.02	\$64.97
11	\$41.88	\$43.77	\$45.74	\$47.79	\$49.94	\$52.19	\$54.54	\$57.13	\$59.84
10	\$38.66	\$40.40	\$42.22	\$44.12	\$46.10	\$48.18	\$50.35	\$52.74	\$55.24
9A	\$37.41	\$39.09	\$40.85	\$42.69	\$44.61	\$46.62	\$48.72	\$51.03	\$53.45
9	\$36.16	\$37.78	\$39.48	\$41.26	\$43.12	\$45.06	\$47.09	\$49.32	\$51.67
8B	\$35.57	\$37.17	\$38.84	\$40.59	\$42.42	\$44.33	\$46.32	\$48.52	\$50.83
8A	\$35.00	\$36.57	\$38.22	\$39.94	\$41.73	\$43.61	\$45.57	\$47.74	\$50.01
8	\$33.85	\$35.37	\$36.96	\$38.63	\$40.37	\$42.18	\$44.08	\$46.17	\$48.37
7A	\$32.74	\$34.21	\$35.75	\$37.36	\$39.04	\$40.80	\$42.64	\$44.66	\$46.78
7	\$31.61	\$33.03	\$34.52	\$36.07	\$37.69	\$39.39	\$41.16	\$43.12	\$45.16
6A	\$30.58	\$31.95	\$33.39	\$34.89	\$36.46	\$38.10	\$39.82	\$41.71	\$43.69
6	\$29.53	\$30.86	\$32.25	\$33.70	\$35.22	\$36.80	\$38.46	\$40.29	\$42.20
5A	\$28.63	\$29.92	\$31.27	\$32.68	\$34.15	\$35.68	\$37.29	\$39.06	\$40.92
5	\$27.69	\$28.94	\$30.24	\$31.60	\$33.03	\$34.51	\$36.07	\$37.78	\$39.57
4A	\$26.78	\$27.99	\$29.25	\$30.56	\$31.94	\$33.38	\$34.88	\$36.53	\$38.27
4	\$25.91	\$27.07	\$28.29	\$29.57	\$30.90	\$32.29	\$33.74	\$35.34	\$37.02
3	\$24.23	\$25.32	\$26.46	\$27.65	\$28.89	\$30.19	\$31.55	\$33.05	\$34.62
2	\$22.73	\$23.75	\$24.82	\$25.94	\$27.10	\$28.32	\$29.60	\$31.00	\$32.47
1	\$21.27	\$22.22	\$23.22	\$24.27	\$25.36	\$26.50	\$27.69	\$29.01	\$30.39

**BMEA COMPENSATION PLAN**

<b>FY27 Hourly Rates Effective 7/1/2026</b>									
	1	2	3	4	5	6	7	8	9
13	\$50.96	\$53.25	\$55.65	\$58.16	\$60.76	\$63.51	\$66.36	\$69.51	\$72.81
12	\$47.06	\$49.17	\$51.39	\$53.71	\$56.12	\$58.64	\$61.28	\$64.19	\$67.24
11	\$43.35	\$45.30	\$47.34	\$49.46	\$51.69	\$54.02	\$56.45	\$59.13	\$61.93
10	\$40.01	\$41.81	\$43.70	\$45.66	\$47.71	\$49.87	\$52.11	\$54.59	\$57.17
9A	\$38.72	\$40.46	\$42.28	\$44.18	\$46.17	\$48.25	\$50.43	\$52.82	\$55.32
9	\$37.43	\$39.10	\$40.86	\$42.70	\$44.63	\$46.64	\$48.74	\$51.05	\$53.48
8B	\$36.81	\$38.47	\$40.20	\$42.01	\$43.90	\$45.88	\$47.94	\$50.22	\$52.61
8A	\$36.23	\$37.85	\$39.56	\$41.34	\$43.19	\$45.14	\$47.16	\$49.41	\$51.76
8	\$35.03	\$36.61	\$38.25	\$39.98	\$41.78	\$43.66	\$45.62	\$47.79	\$50.06
7A	\$33.89	\$35.41	\$37.00	\$38.67	\$40.41	\$42.23	\$44.13	\$46.22	\$48.42
7	\$32.72	\$34.19	\$35.73	\$37.33	\$39.01	\$40.77	\$42.60	\$44.63	\$46.74
6A	\$31.65	\$33.07	\$34.56	\$36.11	\$37.74	\$39.43	\$41.21	\$43.17	\$45.22
6	\$30.56	\$31.94	\$33.38	\$34.88	\$36.45	\$38.09	\$39.81	\$41.70	\$43.68
5A	\$29.63	\$30.97	\$32.36	\$33.82	\$35.35	\$36.93	\$38.60	\$40.43	\$42.35
5	\$28.66	\$29.95	\$31.30	\$32.71	\$34.19	\$35.72	\$37.33	\$39.10	\$40.95
4A	\$27.72	\$28.97	\$30.27	\$31.63	\$33.06	\$34.55	\$36.10	\$37.81	\$39.61
4	\$26.82	\$28.02	\$29.28	\$30.60	\$31.98	\$33.42	\$34.92	\$36.58	\$38.32
3	\$25.08	\$26.21	\$27.39	\$28.62	\$29.90	\$31.25	\$32.65	\$34.21	\$35.83
2	\$23.53	\$24.58	\$25.69	\$26.85	\$28.05	\$29.31	\$30.64	\$32.09	\$33.61
1	\$22.01	\$23.00	\$24.03	\$25.12	\$26.25	\$27.43	\$28.66	\$30.03	\$31.45

**BMEA COMPENSATION PLAN**

<b>FY28 Hourly Rates Effective 7/1/2027</b>									
	1	2	3	4	5	6	7	8	9
13	\$52.74	\$55.11	\$57.60	\$60.20	\$62.89	\$65.73	\$68.68	\$71.94	\$75.36
12	\$48.71	\$50.89	\$53.19	\$55.59	\$58.08	\$60.69	\$63.42	\$66.44	\$69.59
11	\$44.87	\$46.89	\$49.00	\$51.19	\$53.50	\$55.91	\$58.43	\$61.20	\$64.10
10	\$41.41	\$43.27	\$45.23	\$47.26	\$49.38	\$51.62	\$53.93	\$56.50	\$59.17
9A	\$40.08	\$41.88	\$43.76	\$45.73	\$47.79	\$49.94	\$52.20	\$54.67	\$57.26
9	\$38.74	\$40.47	\$42.29	\$44.19	\$46.19	\$48.27	\$50.45	\$52.84	\$55.35
8B	\$38.10	\$39.82	\$41.61	\$43.48	\$45.44	\$47.49	\$49.62	\$51.98	\$54.45
8A	\$37.50	\$39.17	\$40.94	\$42.79	\$44.70	\$46.72	\$48.81	\$51.14	\$53.57
8	\$36.26	\$37.89	\$39.59	\$41.38	\$43.24	\$45.19	\$47.22	\$49.46	\$51.81
7A	\$35.08	\$36.65	\$38.30	\$40.02	\$41.82	\$43.71	\$45.67	\$47.84	\$50.11
7	\$33.87	\$35.39	\$36.98	\$38.64	\$40.38	\$42.20	\$44.09	\$46.19	\$48.38
6A	\$32.76	\$34.23	\$35.77	\$37.37	\$39.06	\$40.81	\$42.65	\$44.68	\$46.80
6	\$31.63	\$33.06	\$34.55	\$36.10	\$37.73	\$39.42	\$41.20	\$43.16	\$45.21
5A	\$30.67	\$32.05	\$33.49	\$35.00	\$36.59	\$38.22	\$39.95	\$41.85	\$43.83
5	\$29.66	\$31.00	\$32.40	\$33.85	\$35.39	\$36.97	\$38.64	\$40.47	\$42.38
4A	\$28.69	\$29.98	\$31.33	\$32.74	\$34.22	\$35.76	\$37.36	\$39.13	\$41.00
4	\$27.76	\$29.00	\$30.30	\$31.67	\$33.10	\$34.59	\$36.14	\$37.86	\$39.66
3	\$25.96	\$27.13	\$28.35	\$29.62	\$30.95	\$32.34	\$33.79	\$35.41	\$37.08
2	\$24.35	\$25.44	\$26.59	\$27.79	\$29.03	\$30.34	\$31.71	\$33.21	\$34.79
1	\$22.78	\$23.81	\$24.87	\$26.00	\$27.17	\$28.39	\$29.66	\$31.08	\$32.55

## ADDENDUM C

### **Accruals for BMEA effective 1/1/15**

VACATION	Days/Month	=Days/Year
DOH-5 yrs	0.834	10.00 2 weeks
5-10 yrs	1.250	15.00 3 weeks
10-15 yrs	1.667	20.00 4 weeks
15+ yrs	2.084	25.00 5 weeks

Weekly Hours: 40		Daily Hours: 8	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
80.00	1.54	6.667	10.00
120.00	2.31	10.000	15.00
160.00	3.08	13.333	20.00
200.00	3.85	16.667	25.00
Sick Leave	2.31	10.000	15.00
Personal Leave	24.00 hours granted each July 1st		
New hires Jan 1-June 30:	8.00 hrs on July 1st		
New hires July 1-Dec 31:	16.00 hrs on July 1st		

Weekly Hours: 35		Daily Hours: 7	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
70.00	1.35	5.833	10.00
105.00	2.02	8.750	15.00
140.00	2.69	11.667	20.00
175.00	3.37	14.583	25.00
Sick Leave	2.02	8.750	15.00
Personal Leave	21.00 hours granted each July 1st		
New hires Jan 1-June 30:	7.00 hrs on July 1st		
New hires July 1-Dec 31:	14.00 hrs on July 1st		

Weekly Hours: 32		Daily Hours: 6.4	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
64.00	1.23	5.333	10.00
96.00	1.85	8.000	15.00
128.00	2.46	10.667	20.00
160.00	3.08	13.333	25.00
Sick Leave	1.85	8.000	15.00
Personal Leave	19.20 hours granted each July 1st		
New hires Jan 1-June 30:	6.40 hrs on July 1st		
New hires July 1-Dec 31:	12.80 hrs on July 1st		

Weekly Hours: 30		Daily Hours: 6	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
60.00	1.15	5.000	10.00
90.00	1.73	7.500	15.00
120.00	2.31	10.000	20.00
150.00	2.88	12.500	25.00
Sick Leave	1.73	7.500	15.00
Personal Leave	18.00 hours granted each July 1st		
New hires Jan 1-June 30:	6.00 hrs on July 1st		
New hires July 1-Dec 31:	12.00 hrs on July 1st		

Fire Dispatch		Hours per Shift 12	
Hours/Year	=Hours/Wk	=Hours/Month	=Shifts/Year
120.00	2.31	10.000	10.00
180.00	3.46	15.000	15.00
240.00	4.62	20.000	20.00
300.00	5.77	25.000	25.00
Sick Leave	3.46	15.000	15.00
Personal Leave	36.00 hours granted each July 1st		
New hires Jan 1-June 30:	12.00 hrs on July 1st		
New hires July 1-Dec 31:	24.00 hrs on July 1st		

Weekly Hours: 26		Daily Hours: 5.2	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
52.00	1.00	4.333	10.00
78.00	1.50	6.500	15.00
104.00	2.00	8.667	20.00
130.00	2.50	10.833	25.00
Sick Leave	1.50	6.500	15.00
Personal Leave	15.60 hours granted each July 1st		
New hires Jan 1-June 30:	5.20 hrs on July 1st		
New hires July 1-Dec 31:	10.40 hrs on July 1st		

Weekly Hours: 25		Daily Hours: 5	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
50.00	0.96	4.167	10.00
75.00	1.44	6.250	15.00
100.00	1.92	8.333	20.00
125.00	2.40	10.417	25.00
Sick Leave	1.44	6.250	15.00
Personal Leave	15.00 hours granted each July 1st		
New hires Jan 1-June 30:	5.00 hrs on July 1st		
New hires July 1-Dec 31:	10.00 hrs on July 1st		

Weekly Hours: 20		Daily Hours: 4	
Hours/Year	=Hours/Wk	=Hours/Month	=Days/Year
40.00	0.77	3.333	10.00
60.00	1.15	5.000	15.00
80.00	1.54	6.667	20.00
100.00	1.92	8.333	25.00
Sick Leave	1.15	5.000	15.00
Personal Leave	12.00 hours granted each July 1st		
New hires Jan 1-June 30:	4.00 hrs on July 1st		
New hires July 1-Dec 31:	8.00 hrs on July 1st		

## **ADDENDUM D**

### **BMEA Education Committee Chair Position Description**

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#### **POSITION SUMMARY:**

Twelve-month appointment, responsible for monitoring utilization of BMEA Education Benefits.

#### **EXAMPLES OF RESPONSIBILITIES:**

- Provides leadership to the education committee
- Ensures training and education opportunities are available to all BMEA members
- Promotes utilization of the Education Benefits
- Receives and reviews requests from members to utilize BMEA Education Funds, forwards to other Committee members for review and signature
- Performs related duties as necessary

#### **QUALIFICATIONS:**

- Minimum 18 years of municipal experience, 15 of which shall be within the Town of Burlington, or equivalent.
- Current member of the Burlington Municipal Employees Association.
- In the interest of growth in the area of education, applicants must not have previously held this position.

#### **SELECTION GUIDELINES:**

Interested individuals shall send a letter of interest to the Town Administrator stating qualifications. All qualified applicants shall be appointed for a 12-month period.

**ADDENDUM E**  
**AUTHORIZATION FOR PAYROLL DEDUCTION**

**AFSCME  
STRONG**

**AFSCME Council 93**

**■ Yes! I am AFSCME Strong.  
I want a strong voice at work and in my community**

**Yes, sign me up to:**

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

**Membership Application**

**American Federation of State, County and Municipal Employees  
Membership and Authorization for Dues Deduction**

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

**Contribution  
Form**

**AFSCME PEOPLE**  
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be

used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

**For Office Use Only**

JACKET RECEIVED

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

**PLEASE PRINT LEGIBLY.**

Re-commit

Local Number \_\_\_\_\_ Employer \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Street Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

SSN (last four digits) \_\_\_\_\_ Employee ID # \_\_\_\_\_ Job Title \_\_\_\_\_

Cell Phone \_\_\_\_\_ Personal E-mail Address \_\_\_\_\_

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE PRINT LEGIBLY.**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Street Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

SSN (last four digits) \_\_\_\_\_ Employee ID # \_\_\_\_\_ Occupation \_\_\_\_\_

Local Number \_\_\_\_\_ Employer \_\_\_\_\_

Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address \_\_\_\_\_

