

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SOUTH BURLINGTON, VT

and

**THE SOUTH BURLINGTON CAREER FIREFIGHTERS' ASSOCIATION
LOCAL 3671, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO**

EFFECTIVE DATES:

7/1/2024-6/30/2027

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C Smoking Statement

**CITY OF SOUTH BURLINGTON
CAREER FIREFIGHTERS ASSOCIATION
IAFF LOCAL 3671**

This Agreement is made and entered into by the City of South Burlington, Vermont (hereinafter referred to as the City) through its representatives duly authorized to act for said City, and the South Burlington Career Firefighters' Association IAFF LOCAL 3671 (hereinafter referred to as the Association or Union) through its representatives duly authorized to act on behalf of said Association. The City and the Association agree as follows.

PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association without interruption or interference with the operations of the City; to prevent interruption of services; to provide for fair, equitable and peaceful adjustment of differences which may arise; and to establish mutually agreeable standards of wages, hours, and other conditions of employment for employees covered by this Agreement.

The City, through its Manager, the Manager's designee, the City Council, or any Council Member, shall not negotiate with; nor make individual agreements with employees or groups of employees covered by this Agreement.

**ARTICLE 1
RECOGNITION**

- A. The City hereby recognizes the Association as the exclusive bargaining agent for all uniformed positions of the South Burlington, Vermont Fire Department including the rank of Captain and below, who has completed their initial probationary period, in accordance with the Vermont State Labor Relations Certification dated May 18, 1992.
- B. Whenever the term "employee", "Firefighter", "Senior Firefighter", "Assistant Fire Marshal", "Lieutenant", or "Captain" appears herein it is understood that it refers to regular full-time employees of the City and are persons covered under this Agreement.
- C. To differentiate between shift employees and daytime employees, whenever the term "shift employee" appears herein, it refers to a regular schedule of 53 hours plus 3 hour overtime per week, or 48 hours per week if the Kelly day schedule is in effect. Whenever the term "administrative employee" appears herein, it refers to a regular schedule of 40 hours per week.
- D. Whenever the term "EMT-B", "EMT-Basic", or "EMT" appears herein, it is understood that it refers to the entry-level emergency medical services certification, as defined by the National Registry of EMT's or the State of Vermont. Whenever the term "AEMT" or "Advanced EMT" appears herein, it is understood that it refers to the initial Advanced Life Support-level emergency medical services certification, as defined by the National Registry of EMT's or the State of Vermont. Whenever the term "EMT-P", or "Paramedic" appears herein, it is understood that it refers to the highest Advanced Life Support-level emergency medical services certification, as defined by the National Registry of EMT's or the State of Vermont.

**ARTICLE 2
NON-DISCRIMINATION**

No employee covered by this Agreement shall be discriminated against by the City or the Association on the basis of race, creed, national origin, gender, sexual orientation, age, disability, political affiliation, Association activity or support of the Association.

**ARTICLE 3
DUES DEDUCTION**

- A. The City agrees to deduct an amount equal to Association dues, as are determined by the Association, from the pay of employees signing a dues deduction authorization form.
- B. Said deductions will be made by the City from the bi-weekly pay of employees and will be remitted bi-weekly by the City to the account designated in writing by the Association.

ARTICLE 4
ASSOCIATION BUSINESS AND OFFICERS

- A. The Association agrees to provide a list of its officers to the City, and to notify them of any changes.
- B. The City shall make every reasonable effort that the duties of the Association's negotiating team be arranged so that they may attend collective bargaining sessions without loss of pay or benefits.
- C. The City recognizes that due to the conditions of employment, i.e. working hours, it hereby grants the Association the right to conduct business on the premises of a fire station within the City for the purpose of meetings as deemed necessary by the Association, with prior knowledge of such meetings made known to the Fire Chief. Absent the permission of the Fire Chief, meetings will be held outside of scheduled work hours, i.e., 8 a.m.-4 p.m. (excluding lunch).
- D. With the permission of the Fire Chief, employees on duty shall be permitted time for the purpose of conducting Association business, provided it does not interfere with Department business and there is coverage available.
- E. The City agrees to provide the Association with up to date copies of departmental job descriptions for covered bargaining unit positions, pay scales of all covered employees, and an electronic copy of this contract for each employee covered under this Agreement. Changes to the departmental job descriptions may be made by the City with the Union's consent.
- F. Space shall be provided in the fire stations for bulletin boards, which may be used by the Association for the purpose of posting notices of meetings and any other subjects that may be of interest to its members.

ARTICLE 5
MANAGEMENT'S RIGHTS

- A. Except as specifically limited by an express provision of this Agreement, the City reserves and retains all rights granted by law, including the City's Charter adopted February 1, 1971, and customarily belonging to or exercised by public management. Such rights include, but are not limited to, the following:
- To determine the mission, budget, and policy of the Fire Department
 - To determine the organization of the Fire Department, the number of employees, the work functions, and the technology for performing them

- To determine the numbers, types, and grades of positions of employees assigned to a work project, tour of duty, or to any location, task, vehicle, building, or station
- To determine the methods, means, and personnel by which the Fire Department operations are to be carried on
- To manage and direct employees of the Fire Department
- To maintain and improve orderly procedures and the efficiency of operations
- To hire, promote and assign employees
- To temporarily reassign employees and to detail employees to other shifts and other duties with two weeks' notice
- To determine the equipment to be used in the performance of duty, provided such equipment is fire rated and tested, and to determine uniforms to be worn in the performance of duty
- To determine the policies affecting the firing, promotion, and retention of employees, consistent with the specific provisions of this Agreement.
- To establish qualifications for ability to perform work, including mental health qualifications
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency

B. Except as expressly provided by a specific written provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement. The failure to exercise any management rights shall not be deemed a waiver. If reasonably possible, prior to the exercise of any management right under this Article the Fire Chief shall provide the Association written notice of such intended exercise of a claimed management right. The Association shall be, entitled to file a grievance in accordance with the Agreement to obtain a determination whether the requested exercise of a management right is within the scope of any provision of the Agreement.

ARTICLE 6 EMPLOYEES' RIGHTS

A. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association, freedom to participate in the management of the Association and acting for the Association in any official capacity, including the right to present Association views and positions to the public.

B. Any employee who is eligible to join the Association shall have the free choice of doing so.

C. Any employee shall be given and have access to their own personnel file at reasonable times during normal office hours.

D. New employees shall have a twelve-month probationary period. After six months the employee may be represented by the IAFF except in the case of a termination hearing.

E. Seniority shall be defined as follows:

1. Departmental Seniority: length of time of continuous full-time service as an employee of the Fire Department starting with the first day of work.

(a) Departmental seniority will be used in determining salary placement and promotions, but will not be the sole determining factor for promotions.

(b) An employee who is transferred or promoted out of the bargaining unit shall continue to accrue departmental seniority.

(c) Departmental seniority shall prevail with regard to scheduled overtime, vacation time, all other leave time, and layoffs.

2. Bargaining Unit Seniority: length of full-time continuous service in the Fire Department as a member of the Association bargaining unit.

(a) If an employee is transferred or promoted outside the bargaining unit, the employee will continue to accrue bargaining unit seniority during the transfer/promotional probationary period in the event said employee returns to the bargaining unit during that time. Once said employee's probationary period is over, all bargaining unit seniority is forfeited.

(b) In the event of a reduction in the staffing level of the bargaining unit, the occupant of an eliminated position shall be eligible to fill any other bargaining unit position for which such employee is qualified and where such employee has greater seniority.

3. All leaves of absence granted by the City shall be considered part of an employee's continuous service, not to exceed a period of one year.

4. The City will post a departmental seniority list and a bargaining unit seniority list in the Fire Department no later than August 1 of each year.

5. Bargaining unit seniority shall be based on the present status of departmental seniority as it now stands, pursuant to Article 6, Employee Rights, Section E, Seniority, Subsection 1, and Departmental Seniority, of this Agreement.

F. Discipline and Discharge

1. An employee who has completed the probationary period and becomes a regular full time employee shall not be disciplined, suspended or discharged except for just cause.

2. Grounds for Disciplinary Action. Employees may be subject to disciplinary action for any of the following reasons:

- a) Repeated tardiness, unexcused absence, or job abandonment.
- b) Use, possession, or sale of alcohol or illegal drugs on city premises or working under the influence of alcohol or illegal drugs.
- c) Failure to respond to direction or supervision by the employee's department head or supervisor, or inability to relate to, work with, and perform job tasks with fellow employees, supervisor, or department head.
- d) Breach of the City's ethics policy.
- e) Lack of productivity, failure to discharge job obligations, and inefficiency.
- f) Actions during working hours that constitute a threat to the safety of the employee, the public, fellow employees, or city property.
- g) False representations on job application improper use of city property, facilities or funds, conviction of a criminal offense, or engaging in prohibited political activity.
- h) Failure to comply with the City's sexual harassment policy.

3. Disciplinary Alternatives. In response to conduct that is listed above as grounds for disciplinary action, the Fire Chief, with the concurrence of the city manager, may take any of the action described below. In determining whether formal disciplinary action is necessary and, if so, what disciplinary action is appropriate, the City Manager and Fire Chief shall consider the nature and severity of the objectionable conduct, the employee's prior performance and disciplinary record, the effect of the employee's activity on departmental operations, employee morale, and the efficient operation of city government, the effect of the employee's activity upon public confidence in city government, and the past and potential contribution by the employee to the city service.

- a) Reprimand – A written statement, signed by the Fire Chief and the City Manager, notifying an employee of conduct considered objectionable and specifying that recurrence of the same or similar activity will result in more severe disciplinary action. The reprimand shall be filed with the employee's personnel records.
- b) Suspension – The temporary removal of an employee from the performance of job functions for a period ranging from one workday up to but not exceeding twenty-five (25) workdays in any twelve-month period of employment. A suspended employee shall remain on the active roster of regular city employees for the purpose of the accrual of benefits: however, he/she shall not receive any salary during the period of suspension.
- c) Demotion – The reduction of any employee's pay grade within the relevant job classification. Demotion shall be limited to a maximum of two pay grades within any consecutive twelve-month period of employment.

- d) Dismissal – The permanent termination of an employee’s working relationship with the city, subject only to the payment of any accrued earnings or benefits.

Prior to taking any disciplinary action the Fire Chief shall investigate the basis for disciplinary action, the Fire Chief shall report the results of his/her investigation to the city manager together with a recommendation concerning discipline and the city manager and Fire Chief shall reach agreement concerning the appropriate disciplinary measures. Thereafter, the department head shall notify the employee in writing of his-her reprimand, suspension, demotion, or dismissal, together with a statement of the reason or reasons for such action.

With respect to conduct of an employee on initial probationary status that warrants disciplinary action, said employee shall either be dismissed or shall be placed on one additional period of probation. Any decision of the Fire Chief concerning the discipline of a probationary employee shall receive the prior approval of the city manager. A probationary employee may be dismissed with or without cause. All probationary employees shall be entitled to a written notice of dismissal but shall not be entitled to any statement of grounds for dismissal and shall not be entitled to pursue the grievance procedure outlined in this Agreement.

4. Before a discharge or suspension the employee affected shall be furnished with a written copy of the charges against him/her. A concurrent copy of the charges will be furnished to the Association if the employee so desires and a meeting with the City Manager or his/her designee, at which time the charges will be explained.

5. Investigative interviews shall be conducted in accordance with Article 7, Section K. When, during the course of an investigative interview, the City believes that an employee's job is in jeopardy, the City will so inform the employee. Employees so requesting shall have the right to representation from the Association, providing that no such investigative interview shall be delayed for an unreasonable time agreed upon by both parties because the Association representation was not available. Article 7, Section K shall prevail for all investigations.

6. When an employee is subject to disciplinary action, every effort will be made by the City to interview the employee in question without loss of pay or benefits.

7. When, in the supervisor's judgment, employee performance, attitude, work habits or personal conduct at any time fall below a suitable level, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself. However, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

G. Employees covered under this Agreement shall have the right to seek and accept employment during off-duty hours, so long as it does not interfere with their responsibilities as an employee of the South Burlington Fire Department.

H. Employees shall have the right to reside outside the City limits of South Burlington.

I. Employees shall have the right to waive the two (2) week notice by Management for reassignment and/or detail to other shifts/duties.

ARTICLE 7 GRIEVANCE, ARBITRATION & INVESTIGATION PROCEDURES

A. Any grievance or dispute which may arise between parties regarding the application, meaning or interpretation of this Agreement, or a claim that the City has taken disciplinary action without just cause, shall be settled in the following manner unless an alternate procedure is agreed upon by the parties.

1. STEP 1: The Association Representative, with or without the aggrieved employee, shall present the grievance in writing to the Chief of the Fire Department or his designee within seven (7) business days of the date of the grievance or his knowledge of its occurrence. The Fire Chief or his designee shall attempt to adjust the matter and shall respond in writing to the Association Representative within seven business days of the presentation of the grievance.

2. STEP 2: If the grievance has not been settled in a manner satisfactory to the employee, it shall be presented in writing to the City Manager or his designee within seven (7) business days of the Step 1 response. The City Manager or his designee shall hold a hearing on the grievance. If any employee is required or requested by the City to be present at such a hearing they shall be paid at their normal rate of pay. Employees are entitled to be represented at all such hearings by an Association Representative and/or legal counsel. The City Manager or his designee shall give his answer in writing within seven (7) business days after receipt of the Step 2 grievance.

3. STEP 3: If the grievance has not been settled in Step 2, the Association employee may request in writing, within seven (7) business days of the Step 2 response, a hearing before the City Council. Said hearing may be public, or in executive session, at the employee's election. In the absence of an employee, the Association may request an executive session to be held within fourteen (14) business days of receiving the Step 3 appeal. The City Council agrees to provide an answer in writing within seven (7) business days after said hearing.

4. STEP 4: If the grievance is not settled in Step 3, the Association or employee may request arbitration. Written notice must be given of the intent to arbitrate within fifteen (15) business days after the reply of the City Council is due, as set forth in Step 3.

- B. Arbitrable issues are only those which meet each and all of the following tests:
1. The issue must have gone through the grievance procedure outlined in this Agreement.
 2. All time limits within the grievance procedure itself must have been observed, unless extended by mutual consent of the parties.
 3. The issue of arbitration shall be the threshold issue to be decided by the arbitrator.
- C. The following are specifically defined as being non-arbitrable.
1. Salary adjustments except grievances claiming improper application to individuals at established rates.
 2. The exercise by the City of any of its functions as set forth in Article 5, Management's Rights, except grievances regarding just cause for suspension, demotion, discipline or discharges or promotion, as well as disputes between the parties as to the meaning or application of specific provisions of other Articles of this Agreement.
- D. If the Association desires to submit an issue to arbitration, it shall forward to the Chairman of the City Council, with a copy to the City Manager, a written notice of intent to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated by reference to the specific provision(s) relied upon. The notice shall also stipulate the nature of relief or remedy sought.
- E. Within fourteen (14) business days after the date of delivery of the foregoing notice the parties will ask the American Arbitration Association to submit a list of seven (7) arbitrators. Representatives of the City and the Association shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike from the list three (3) names each and the seventh (7th) and remaining name shall become the arbitrator. Nothing herein shall prevent the parties from agreeing on an impartial person without going through the aforementioned process.
- F. After the Arbitrator has been picked by the aforementioned procedure; he/she shall meet with all members present, hear the evidence of both parties, and render a decision promptly.
- G. A separate Arbitrator shall be appointed to hear each grievance that has been appealed to arbitration unless the parties agree in writing to present more than one grievance to the same Arbitrator.
- H. The time limits specified here may be extended by mutual consent of the parties or by the Arbitrator. Failure by the Association to meet the time limits specified shall result in the grievance being declared null and void. Failure by the City to meet the time limits specified

shall automatically move the grievance to the next step. If a continuation of a hearing is agreed to, five (5) business days' notice of any continued hearing will be given to the parties.

I. The Arbitrator shall agree to render a decision within thirty (30) calendar days after the completion of taking evidence.

J. Each party shall bear the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by both parties.

K. Employee Investigation Procedures:

To ensure that departmental investigations involving an employee covered under this contract, where a complaint could result in any disciplinary action, except verbal reprimand of said employee, are conducted in a manner that is conducive to all parties involved, the following rules shall be adhered to:

1. The subject employee shall be notified of the allegations and advised of his/her right to Union representation. The employee may waive their right to Union representation with written notice to the City and the Union President. There shall be privilege between the employee and their Union representative.

2. When an employee is the subject of a departmental investigation, the Union President or designee shall be advised prior to any investigative questioning of the employee.

3. When an employee has to be interviewed as a witness in an investigation of another employee, the Union President or designee shall be advised prior to the investigative questioning of an employee as part of a departmental investigation. Witnesses may request confidentiality and their names shall be omitted from any material supplied to the employee or the Association.

4. All investigations shall occur in a timely fashion as to limit disruption of the work environment. Employees shall have up to (48) hours to obtain Union representation and/or legal counsel. Said representation and/or counsel shall be available at all times during an interview unless waived in writing by the employee.

5. An employee shall in no way interfere with or attempt to influence an investigation.

6. The subject employee and the Union shall be entitled to request a report on the status of the investigation once every thirty (30) days from the start of the investigation. The City shall provide such report within three (3) working days of such request.

7. An employee shall be entitled to transcripts of taped statements (or be entitled to listen to the tapes if the statements are untranscribed) and copies of written statements prior to the

completion of an internal investigation so that the particular employee would have an opportunity to respond to the statements.

8. Upon completion of any investigation that results in disciplinary action, the employee shall receive a copy of the final report. The Union President shall also receive a copy of the final report if the employee is represented by the Union. The final report shall contain all findings of the investigation, including but not limited to any written or recorded material facts of the matter.

9. Article 6, Section F and Article 7 shall be used for any discipline and discharge of an employee. The employee shall have all the rights of Article 7 for grievance of any discipline or discharge due to an investigation.

10. Investigations shall be conducted by the Fire Chief, their designee from outside the bargaining unit, or an outside agency.

11. If there is a possibility of criminal charges resulting from an investigation, employees shall be provided Garrity Warnings.

ARTICLE 8 HOURS OF WORK

A(1) The shift employee work cycle will consist of twenty-one (21) consecutive days. Employees will work a scheduled one hundred sixty eight (168) hours during each twenty-one (21) day cycle on a schedule providing twenty-four (24) consecutive hours of work, followed by forty-eight (48) consecutive hours of time off, for an average of fifty-six (56) hours per week.

Effective July 1, 2025, shift employees will work a scheduled one hundred forty-four (144) hours during each twenty-one (21) day cycle on a schedule providing for one (1) 24-hour kelly day (scheduled day off) within the 24 / 48 cycle referenced above, for an average of forty-eight (48) hours per week.

A(2) The administrative employee work schedule will consist of Monday thru Friday, 40 hours per week.

B(1) During periods of full compliment, the normal shift employee's work day will consist of one (1) shift of a twenty-four (24) hour duration with the tour of duty beginning at 08:00 hours on a daily basis. A shift of 12 personnel will normally consist of one (1) Captain and five (5) Firefighters assigned to Station 1 and one (1) Lieutenant and five (5) Firefighters assigned to Station 2. All Shifts will remain at a minimum of ten (10) personnel at all times. All three shifts will be allowed to have a maximum of one (1) employee on vacation or compensatory leave time in order to ensure ten (10) personnel on duty at all times.

Effective July 1, 2025, with the implementation of the kelly-day schedule, all Shifts will remain at a minimum of ten (10) personnel at all times. In addition to the kelly-day, all three shifts will be allowed to have a maximum of one (1) employee on vacation or compensatory leave time in order to ensure ten (10) personnel on duty at all times.

B(2) The administrative employee's normal work week shall consist of forty (40) hours, Monday through Friday. The actual time worked can be flexible at the discretion of the Fire Chief, to fill the 40 hours per week. The administrative employee shall not be counted toward the minimum staffing levels set forth in Article 8 8(1).

B(3). Effective July 1, 2025, an employee will receive a Kelly day every seventh (7th) scheduled work day.

- a. An employee is not eligible to be ordered in during their Kelly day period, inclusive of the two days prior to, and the two days after their assigned Kelly day.
- b. An employee may voluntarily work overtime during their Kelly day period.
- c. Kelly day assignments shall be selected annually, by seniority, by shift, and submitted between November 1 and November 30 for the upcoming year.
- d. Only one (1) employee per shift may have their Kelly day on Sunday.
- e. Employees holding the rank of Captain shall not have their Kelly day on Sunday.
- f. Officers on the same shift shall not have their Kelly day on the same day.

C. Hours worked shall include all time spent in departmental matters including training time, departmental committees, vacation time, sick time, personal leave, bereavement leave, educational leave, military leave, court time and compensatory time.

D. All leave time taken counts as time worked.

E. Exchange Time (Shift Swapping)

1. Employees will be permitted to substitute for one another during-assigned shifts. Advance approval of any such exchange of time shall be given by the Fire Chief or the shift supervisor. Individuals who make such exchanges of time shall become responsible for all duties required on the new shift as if originally scheduled. All exchanges of time shall be limited to a maximum of three (3) shifts (72 hours) owed to any employee. Employees that are substituting for another employee will be considered on duty and covered under all City benefits and insurance.

2. Should an employee terminate their employment either voluntarily or involuntarily, the City shall not be held liable for any time owed to that employee by any other employee.

3. Administrative employee is not eligible for exchange time.

F. Light Duty Assignments

1. Establishment

Employees on light duty assignments shall not be counted toward the minimum staffing levels as per Article 8 of this agreement. These positions shall be filled by employees whose prognosis has been determined by a physician that said employee is expected to fully recover and return to full fire fighting duties or other normal duties as per the job descriptions and provisions of this agreement.

2. Type and Hours of Work

The light duty assignments shall be limited to that which is medically appropriate and which contributes in a meaningful way to the city. The light duty assignment shall be performed in a 40-hour workweek. Management shall make every effort to be flexible in scheduling the 40-hour workweek to accommodate employee issues.

3. Length of Light Duty Assignment

At least 24 hours prior to the commencement of light duty, the city will communicate to the Union and employee the details as to the start of the light duty assignment including location, duties and hours of light duty.

4. Employee's Eligibility for Light Duty

An employee who is injured, and/or unable to perform his/ her normal fire fighting duties may be assigned a light duty assignment upon examination and report by a physician that said employee is capable of performing light duty. The Union and the City shall mutually agree upon the physician that will perform the employee's examination. Light duty assignments shall be as follows:

(a) When an employee is injured and/or unable to perform his/her normal fire fighting duties and the cause of his/her inability to perform the normal firefighting duties is work-related, light duty shall be implemented as follows:

(i) If the light duty to be performed is within the typical functions of the fire department then the employee shall be required to perform the medically approved light duty.

(ii) If the light duty to be performed is not within the typical functions of the fire department then the employee and the Union shall have to agree to the light duty assignment. If the employee agrees to the medically approved light duty assignment, Union agreement shall not be unreasonably withheld.

(b) An employee that is unable to perform his/her full duties as a result of an off-duty injury or illness may voluntarily choose to accept and perform a medically approved light duty assignment. The nature of the assignment as well as the date when the light duty assignment will start shall be mutually agreed upon between the City and the employee. All other conditions of the light duty assignment shall be pursuant to this agreement. An employee shall not suffer any adverse impact for declining the light duty assignment.

5. Compensation

An employee who completes a 40-hour per week light duty assignment will receive compensation and benefits as if said employee was performing their regular and assigned duties prior to the injury. If an employee completes a workweek less than 40 hours, the remainder of the 40 hours can be supplemented by sick leave at the employee's request.

6. Return to Full Duty

Once an employee has been medically cleared by the mutually agreed upon physician to return to full duty, said employee shall return to the rank/ position/ shift to which said employee was assigned prior to the injury, unless while on light duty assignment, said employee has been promoted.

G. One representative from the Association to the Professional Fire Fighters of Vermont shall be allowed to attend meetings of the Career Association as part of their assigned duties as long as adequate shift coverage is available.

H. An example of the work schedule is appended to this Agreement (Appendix B).

I. No employee shall work more than 48 hours consecutively. Unless agreed to by both the employee and with approval from the Chief or his/her designee in unique circumstances employees shall have a minimum of 24 consecutive hours off duty after working 48 consecutive hours before being eligible for order-in shift coverage or other on duty assignments.

J. Whenever a vacancy occurs in a classified position, the City shall provide notice to the Union within sixty (60) days of the occurrence of the vacancy whether the City will:

1. Fill the vacancy by recruitment;
2. Fill the vacancy by promotion within the department;
3. Reclassify the vacant position with a revision of the job description; or
4. Eliminate the vacant position.

ARTICLE 9 COMPENSATION

A. Salaries

1. For the duration of this contract, Association employees are to be compensated in accordance with Addendum No. 1 to this contract. Compensation reflected in Addendum No. 1 is based on the step compression schedule in Addendum No.1. While the Kelly day schedule is in effect, the base pay hourly rate based upon the 48-hour average weekly work schedule will increase on July 1, 2025 (prior to the application of the COLA increase described below) to match the comparative 56-hour (53 hours plus 3 hours of FLSA overtime) work schedule.

Effective July 1, 2024, all employees covered under this agreement shall receive a cost of living (COLA) wage increase of 3.5%. Effective July 1, 2025, all employees covered under this agreement shall receive a cost of living (COLA) wage increase of 2.0%. Effective July 1, 2026, all employees covered under this agreement shall receive a cost of living (COLA) wage increase of 2.0%.

2. For the duration of this agreement, employees shall progress through the step longevity of the pay plan as listed in Addendum No. 1 of this agreement.

3. Employees who have exceeded the City's pay plan beyond step 25 shall receive an additional 3.5% wage supplement above step 25 payable in a lump sum in the first pay period in December of each year to which it applies. The shift employee's wage supplement will be calculated using 53 regular plus three overtime hours. The administrative employees wage supplement will be calculated using regular 40 hours.

Effective July 1, 2025, employees who have exceeded the City's pay plan beyond step 25 will no longer receive an additional 3.5% wage supplement above step 25. Instead, employees who have exceeded the City's pay plan beyond step 25, and have received the wage supplement previously shall receive an additional 3% wage supplement above step 25 payable in a lump sum in the first pay period in December of each year to which it applies. For all employees who were not yet receiving the wage supplement as of July 1, 2025 (did not receive a wage supplement in December, 2024) and have exceeded the City's pay plan beyond step 25, shall receive an additional 1.5% wage supplement above step 25 payable in a lump sum in the first pay period in December of each year to which it applies.

4. All payments for time worked shall be by direct deposit to any banking institutions accepting ACH / wire deposits. Employees covered under this agreement shall be paid bi weekly.

B. Temporary Service in a Higher Rank

1. An employee shall hold the rank of Senior Firefighter to assume the responsibilities of the Lieutenant at Station No. 2.

2. If there is not an officer on-duty at Station No. 2 on the day of the shift, a Senior Firefighter will assume the responsibilities of the Lieutenant at Station No. 2. The shift commander shall assign a Senior Firefighter to this position if more than one Senior Firefighter is on duty.

3. If no officer is on duty the day of a shift, an officer shall be hired to fill in as the Shift Commander.

4. If a Captain is on extended leave beyond 30 days (medical leave, administrative leave, worker's compensation, etc.) the Fire Chief shall appoint a Lieutenant as "Acting Captain". In absence of a Captain, a Lieutenant who assumes the responsibilities of Shift Commander at Station No. 1 for 10 shifts or greater shall be compensated at a Grade 13 which will begin on their first shift while covering this temporary assignment.

5. If a Lieutenant is on extended leave beyond 30 days (medical leave, administrative leave, workers compensation, etc.) the Fire Chief shall offer this temporary assignment to current Senior Fire Fighter's in good standing provided they meet the qualifications to serve in the capacity of a "Acting Lieutenant." In absence of a Lieutenant, a Senior Fire Fighter who assumes the responsibilities of a Lieutenant at Station No. 2 for 10 shifts or greater shall be compensated at Grade 12 which will begin on their first shift while covering the temporary assignment. The Fire Chief shall make every reasonable effort to fill the temporary assignment with a Senior Fire Fighter currently assigned to the shift with which the vacancy originated.

C. Regular Rate of Pay

1. The hourly rate for shift employees is based on the employee's salary for a single 21-day work cycle divided by one hundred fifty-nine (159) hours. While the Kelly day schedule is in effect, the hourly rate for shift employees is based on the employee's salary for a single 21-day work cycle divided by one hundred forty-four (144) hours.

2. The hourly rate for an administrative employee's is based on the employee's salary for a single week divided by 40 hours.

3. Pay grades shall be as follows:

Firefighter	Grade 10
Senior Firefighter	Grade 11
Lieutenant	Grade 12
Fire Captain	Grade 13

4. Weekly compensation shall consist of 53 hours paid at the employee's regular rate of pay and 3 hours at the employee's overtime rate for shift employees. While the Kelly day

schedule is in effect, the weekly compensation shall consist of 48 hours paid at an employee's regular rate of pay.

D. An employee called into work outside the regular scheduled shift shall be paid for a period of not less than the following minimums:

1. Non-emergency call-back.....4 hours
2. Court time.....2 hours
3. Department meetings, committee meetings, training and fire prevention.....1 hour
4. Emergency calls.....2 hours

E. Mileage Reimbursement

1. Employees shall be reimbursed for mileage when they are traveling to and from any authorized function or training session outside the City of South Burlington when using their personal vehicle if a City vehicle cannot be provided.

2. Mileage shall be reimbursed at the rate established by the I.R.S.

F. E.M.T. Certification/License

1. All employees who are certified/licensed Emergency Medical Technician - Basic (EMT) shall receive an additional \$10 per week compensation and will be included in base calculations for sick leave bank, overtime and retirement compensation relating to overtime. Employees hired after July 1, 2006 shall not receive the additional EMT compensation.

2. All employees shall maintain EMT certification/license as a requirement of employment.

3. Effective July 1, 2022, all employees who are certified/licensed Advanced Emergency Medical Technician (AEMT) shall be compensated above the employee's base salary by an amount of 4.5%. This shall be in addition to the EMT compensation and included in the employee's overtime rate, and retirement compensation relating to overtime. This 4.5% shall not be included in the pension calculations, except relating to overtime.

4. AEMT certification/license shall be voluntary, so long as no less than 60% of the shift employees, based upon staffing levels as of July 1, 2006 (i.e. 13 of 21 employees), are AEMT certified/licensed. This shall be based on seniority in descending order, starting with the employee highest on the seniority list that is AEMT certified.

5. Employees hired after July 1, 2006 shall obtain the AEMT certification/license within 18 months from date of hire, provided the employee is given the opportunity to receive the

certification training and be compensated for the training in accordance to Article 9, Section 0.3. Employees hired after July 1, 2006 shall maintain their AEMT certification until they reach the rank of Lieutenant. Any employee hired after this date, who has reached the rank of Lieutenant may keep their AEMT certification if so desired.

6. Any employee who completes AEMT training and who terminates employment within 2 years of certification shall reimburse the City for tuition cost. The amount reimbursed to the City shall be prorated based upon length of service after certification/license:

- 0-6 months - 100%
- 6-12 months - 75%
- 12-18 months - 50%
- 18-24 months - 25%

7. During the term of this agreement, if the City chooses to increase the level of EMS service provided, either party may request an opener on the aspects of this Agreement that are affected, to include, but not be limited to, implementation, compensation, training, and deployment.

8. Any employee that practices as an Emergency Medical Technician - Paramedic (EMTP) shall be compensated above the employee's base salary by an amount of 8.5%. This shall be in addition to the EMT-B compensation and included in the employee's overtime rate, and retirement compensation relating to overtime. This percentage shall not be included in the pension calculations, except relating to overtime.

9. Once an employee is certified/licensed as an EMT-P, the certification/license shall be maintained so long as six (6) shift employees are certified as EMT-P's. If more than six (6) shift employees are certified/licensed as EMT-P's, an employee may request to relinquish their EMT-P certification based upon seniority. The highest in seniority will receive first right to relinquish their certification/license as an EMT-P. Any employee who wishes to exercise this right, shall do so with an agreement among the bargaining unit members. This agreement will then be forwarded to the City.

10. Any employee who completes EMT-Paramedic training at City expense and who, within four (4) years of certification/license, terminates employment with the City or relinquishes their EMT-P certification/license shall reimburse the City for the City's tuition cost. The amount reimbursed to the City shall be prorated based upon length of service after certification/license, as follows:

- 0 to 12 months - 100%
- 12+ to 24 months - 75%
- 24+ to 36 months - 50%
- 36+ to 48 months - 25%

48+ months - 0%

11. EMT-P Training

(a) Except as provided in sub-section (c) below, any employee who begins but does not complete EMT-Paramedic training shall reimburse the City for the City's tuition cost.

(b) Any employee who experiences an illness and/or injury while enrolled in the EMT-P training may continue to participate in the training if said employee has medical clearance.

(c) Any employee-who cannot complete the EMT-P training course due to an unanticipated event that requires the employee to take extended leave or terminate employment with the City, or an injury and/or illness resulting in the inability to complete the course, shall not, except as provided in sub-section (d) below, be required to reimburse the City for the City's tuition cost.

(d) An employee who has once failed to complete the course because of leave, illness or injury shall be required to complete the course at the next available offering following the employee's return from leave or recovery from illness or injury. If the employee chooses not to participate in the next class offering, or if the employee participates in the class but fails to complete it, the employee shall reimburse the City for its tuition costs unless reimbursement is excused under sub-section (c) above.

12. In any case in which an employee is obligated to reimburse the City, a timeframe for reimbursement will be determined between the employee and the City. Any reimbursement received by the City, shall be placed in a budget line item allocated to pay for the tuition of another employee to attend EMT-P training.

13. The City and the Union agree to regularly review the paramedic program. Careful consideration will be given to expenses, revenues, and public benefits and costs of paramedic service.

14. So long that EMT-P service is provided by the South Burlington Fire Department, the City shall place at least \$10,000 annually in a "Paramedic Training Fund" (or similarly designated restricted fund).

G. Division Coordinators

1. The positions of Fire Prevention Coordinator, Fire Training Coordinator, and Emergency Medical Services Training Coordinator will be filled using the following procedure:

(a) Employees covered under this agreement will be eligible to apply to direct the operations of one of the above listed divisions.

(b) All interested personnel shall submit a cover letter and current Resume to the Fire Chief.

(c) The above listed positions will be posted on the bulletin board for a period of 10 working days. Each position will be posted and filled separately and filled within seven business days of the closing of the position.

(d) The process will include an interview with the Fire Chief along with a review of the candidates resume. The positions will be a two-year appointment. Eligible candidates will only be able to fill one position at a time. Candidates will be eligible to reapply for a position after their current appointment expires.

(e) The City will post the durations of appointment for these positions along with the seniority list in the Fire Department no later than August 1 of each year.

2. Candidates selected to a position will be compensated by a \$1,500.00 base salary increase to the employee's current base salary for the duration of the promotion.

3. Administrative employee is not eligible to hold the position of division coordinator.

ARTICLE 10 OVERTIME

A. Overtime shall be paid at time and one-half of the employee's regular hourly rate, for all work performed in excess of the employee's regular work schedule. While the Kelly day schedule is in effect, the employee's regular work schedule shall be considered to be 48 hours.

1. If an employee is "ordered-in" to work in excess of the employee's regular work schedule, concurrent with Section D of the Article, said employee shall be paid at time and one-half of the employee's regular rate.

2. If an employee is "ordered-in" to work in excess of the employee's regular work schedule, concurrent with Section D of the Article and with 72 hours or less of notification, the said employee shall be paid at time and one-half of the employee's regular rate, plus one-half the time worked in compensatory time. Compensation = Pay (hours worked x 1.5) + Compensatory Time (hours worked x 0.5).

3. If total number of bargaining unit members employed falls below 33 in year one of this agreement (July 1, 2024 to June 30, 2025), all order-ins shall be paid at 1.5/hr pay + 0.5/hr comp time.

4. If total number of bargaining unit members employed falls below 36 in years two and three of this agreement (July 1, 2025 to June 30, 2027), all order-ins shall be paid at 1.5/hr pay + 0.5/hr comp time.

5. For the purposes of subsections 3 and 4, above, a vacancy must be greater than 90 days to be considered against the minimum number of bargaining unit employees listed above. Employees out on authorized leave time (sick, fmla, vacation, personal, jury duty, military leave, training, injury, etc.) shall be included in the number of bargaining unit members employed referenced above in subsections 3 and 4.

B. All shift overtime shall only be made available to employees covered under this Agreement. The Fire Chief shall not reschedule his or her normal hours of work, nor those of the administrative employee, so as to avoid the payment of overtime.

C. If a firefighter or firefighters covered under this agreement are needed or required (as determined by the Fire Chief) to stand by at any special event, or for an approved "fire watch", they will be compensated at a rate of \$50.00 per hour for a minimum of 3 hours. Coverage will be selected using the special event overtime list prepared by the Association. (See Appendix D).

D. All overtime opportunities for the purpose of shift coverage shall be distributed and rotated on an equal basis. First, in order of seniority, then starting where the last canvass stopped and proceeding until an employee is contacted, or in the case that an employee was unable to be reached during the last canvass, starting with said employee. Two overtime lists shall be used (Appendix D) and maintained by the City for the purpose of distributing overtime. One list shall be for the purpose of distributing overtime equal to, or above 12 hours in duration, the other list shall be for the purpose of distributing overtime below 12 hours. Both lists shall be available at all times for inspection by the Association.

1. If the employee cannot be reached or if the employee is scheduled to work, that person will not lose their position on the overtime list(s) should overtime become available again.

2. Except in emergency situations, the employee may decline the offer to work overtime. In declining overtime work, the employee forfeits his/her right to overtime work until their name is reached again on the overtime list(s).

3. If an employee is on any approved leave, swap and/or training time as described in Article 12 of this Agreement, said employee can be called for overtime. Said employee may refuse the overtime without forfeiting his/her position on the overtime list(s). Leave time is inclusive of the approved shift off as well as the two (2) days prior to said shift and the two (2) days after said shift.

4. For the purpose of hiring an administrative employee for overtime shift coverage, said employee shall only be eligible for overtime shift coverage during the hours other than those described in Article 8, Section A(2) of the current contract. The administrative employee may be

eligible for overtime shift coverage during the hours described in Article 8, Section A(2) if said employee is on approved, scheduled vacation or compensatory time, or on a recognized City holiday.

5. The following procedure will be followed to fill overtime availabilities:

(a) All overtime hiring will be the responsibility of the Fire Chief or his/her designee. If the Fire Chief designates a bargaining unit member to be responsible for overtime hiring, such designated employee shall be an Officer.

(b) Hiring shall begin with the top most empty block, furthest to the left of the appropriate overtime list ("12 hours and Above", "Below 12 Hours", "Order-In" and "Special Events"). Proceed through the list from top to bottom, left to right. New hires will be added to the bottom of the lists based on seniority and be blocked out to the right as far as the current employee furthest to the right.

(c) The Fire Chief or designee shall fill in a block with the following information: date of shift being offered, (W) for employee worked or (R) for employee refused or (O) for employee ordered, Chief or designee's initials, and number of hours offered. The Chief or designee will initial any "white-outs" within a block.

(d) All 24-hour vacancies shall be hired with the option to employees of either the entire 24-hour shift or divided into two (2) 12-hour shifts. The first employee to accept the overtime will be able to decide which option they wish: If there is a 12-hour vacancy remaining after the first acceptance, the remaining employees will not have an option in regards to their time to fill the vacancy. In the event that the list is exhausted (all employees refused the offer and/or are on approved leave as described above and in Article 12 of this Agreement), an employee shall be "ordered-in" to fill the vacancy, as described in Section D.5.e of this Section.

(e) An "Order-In" sheet is established in which the order of the list of employees shall be in reverse order of seniority, with the least senior employee being at the top of the list. To order-in an employee, it shall begin with the top-most empty block, furthest to the left of the Order-In list. Working through the list, if the Chief or designee cannot contact the first employee on the list, the Chief or designee will continue to attempt to contact the next employee(s). When an employee is ordered in, a block next to their name will be filled in by the Chief or designee with the date of the shift being ordered in for coverage as well as the Chief or designee's initials. New hires will be added to the top of the list.

(f) Employees will be able to indicate if they do or do not wish to be contacted during approved leave for overtime offerings. If an employee wishes to be contacted, it

will be done so in the same manner as above and not be given a refusal in their block if the employee does not accept the overtime.

(g) An employee who is an elected official of Local 3671 will not receive a refusal for overtime if the employee is scheduled to be on Union business representing Local 3671 on the day of the overtime offering.

(h) Employees shall only receive one (1) refusal for a 24-hour shift period (0800 Hrs to 0800Hrs).

E. Compensatory time

1. Prior to the start of the calendar year, annually, an employee may elect to automatically receive up to 48 hours of compensatory time in lieu of overtime earned in the next calendar year. Any overtime worked after an employee has 48 hours of compensatory time earned in that calendar year will be paid out as overtime. No employee may carry over more than 240 hours from one calendar year to the next. Any hours over 240 in an employee's bank will be cashed out at their then current rate of pay in the last pay period of the calendar year.

F. Shift Change

1. Should an emergency call be received between 0700 and 0800 hours, and the employee coming on duty responds to the call or is present at the station, the employee shall be compensated for one (1) hour of overtime pay.

2. Should an emergency call be received prior to 0800 hours and last beyond 0801 hours, the shift going off duty shall be compensated with a minimum of one (1) hour overtime.

3. Should an employee be relieved of duty by an oncoming employee prior to 0800 hours, the employee coming on duty assumes all the responsibilities as if their shift has already started. Should the employee going off duty return- for an emergency call, it shall be treated as if that employee's shift had ended, and they shall be compensated in accordance with Article 9, Section D of this contract.

4. Except when on vacation or utilizing compensatory time, an employee must work at least one shift in a week- to be eligible for payment of overtime that week. If the employee is out on sick leave for the entire workweek, s/he will be compensated for 56 hours at the employee's regular rate of pay.

**ARTICLE 11
HOLIDAYS**

A. Regular Holidays

1. Shift employees required to work on a scheduled holiday by virtue of a regularly scheduled shift (24 hours on duty, 48 hours off duty) shall be compensated for 24 hours of pay at their hourly rate, and 24 hours of additional holiday pay at time-and-one-half. Employees off duty shall be compensated for 18 hours of additional holiday pay at their hourly rate. Employees off duty shall be compensated for 24 hours of additional holiday pay, in lieu of 18 hours, at their hourly rate for the following holidays: Independence Day, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, and Thanksgiving Day. Effective July 1, 2015, employees off duty shall be compensated for 20 hours of additional holiday pay .at their hourly rate for the following holidays: New Years Day, Washington's Birthday, Memorial Day, the Friday after Thanksgiving and Christmas Day. Effective July 1, 2016, employees off duty shall be compensated for 22 hours of additional holiday pay at their hourly rate for the following holidays: New Years Day, Washington's Birthday, Memorial Day, the Friday after Thanksgiving and Christmas Day. Effective July 1, 2017, employees off duty shall be compensated for 24 hours of additional holiday pay at their hourly rate for all holidays.

Beginning on July 1, 2025:

- a) Shift employees required to work on a scheduled holiday by virtue of a regularly scheduled shift (24 hours on duty, 48 hours off duty) shall be compensated for 24 hours of pay at their hourly rate, and 24 hours of additional holiday pay at time-and-one-half.
 - b) Employees off duty shall be compensated for 18 hours of additional holiday pay at their hourly rate for all holidays.
2. For all purposes holidays begin at 8:00 a.m. on the actual holiday and end at 8:00 a.m. the following day.
3. If an employee is called in to work a full shift on a holiday that is listed in this agreement, the employee will be compensated at the rate of two times their hourly rate plus the on-duty holiday pay of 24 hours (at time-and-one-half) of additional pay. If an employee is called in to work overtime shift coverage on a holiday that is listed in this agreement for a duration of less than 24 hours, the employee will be compensated at the rate of two times their hourly rate for the time worked plus the holiday pay of 18 hours+ $0.75 \times \#$ of hours worked - i.e. if an employee works 8 hours of overtime on a holiday, the employee would be compensated for 8 hours at two times their hourly rate plus the holiday pay of 18 hours+ $0.75 \times 8 = 18 + 6 = 24$ hours of holiday pay at the employee's hourly rate.
4. If an employee is called in for an emergency call on holiday that is listed in this agreement the employee will be compensated at a rate of two times their regular hourly rate.
5. The administrative employee will receive 8 hours of holiday pay and 8 bonus hours at their hourly rate. If the administrative employee is called in on a holiday between 0800 and 1600

hours, said employee will trade hour(s) worked (at the rate of a shift employee) for bonus hour(s).

6. The administrative employee will receive the holiday on the actual day that is listed in this agreement if the holiday falls on a weekday. If this holiday falls on a weekend, the administrative employee shall take the holiday as follows: If the holiday is on Saturday, the employee will take the holiday on the Friday prior to the holiday. If the holiday is on a Sunday, the employee will take the holiday on the Monday after the holiday.

**SOUTH BURLINGTON FIRE DEPARTMENT
PAID HOLIDAYS**

January 1.....	New Year's Day
February 22.....	Washington's Birthday
May 30.....	Memorial Day
July 4.....	Independence Day
August 16.....	Bennington Battle Day
September.....	Labor Day/1st Monday
October 12.....	Indigenous Peoples' Day
November 11.....	Veterans' Day
November.....	Thanksgiving Day/4th Thursday
November.....	:..Friday after Thanksgiving
December 25.....	Christmas Day
12th Holiday.....	Posted with Vacation Days--Cumulative

C. Religious Holidays

1. Employees who wish to observe religious holidays that fall- on a normal work shift shall use one of the following: vacation, compensatory time, or personal leave.

**ARTICLE 12
LEAVE TIME**

A. Vacation

1. Shift employees shall accrue vacation time according to the following schedule based on 24 hours per day.

- o Through the completion of three years of service, 10 hours per month.
- o 1st day of the fourth year through the completion of ten years of service, 16 hours per month.

- 1st day of the eleventh year through the completion of seventeen years, 20 hours per month.
- 1st day of the eighteenth year and over, 26 hours per month.

Administrative employees shall accrue vacation:

- 1st day of the 6th year through the completion of ten years of service, 10 hours per month.
- 1st day of the eleventh year through the completion of seventeen years, 13 1/3 hours per month.
- 1st day of the eighteenth year and over, 16 2/3 hours per month

2. Leave time is to include vacation time, compensatory time, and floating holiday time.

3. The employee's first two (2) weeks of leave time for the year may be in separate intervals and will be granted by seniority, by shift, and submitted between November 1 and November 30 for the upcoming calendar year. All leave time granted after this shall be on a first come, first served basis. Requests for leave time shall be approved or rejected in writing by the Fire Chief within five (5) calendar days of receipt of the request. If the Fire Chief or his/her designee fails to respond in writing within said time, the request shall be conclusively deemed approved.

4. For the purposes of vacation time selection, a week shall be defined as up to three (3) concurrent shifts.

5. Once all employees by shift have selected their two (2) weeks of vacation as referenced above, single vacation days will be granted by seniority, by shift. This shall be completed in two different segments. The first shall occur between November 1 and November 30 for the upcoming calendar year period from January 1 to June 30. The second segment shall occur between May 1 and May 31 for the period of July 1 to December 31 of the current calendar year. For the purposes of the single vacation day selection, up to five (5) additional shifts may be selected by each employee for each of the two segments listed above.

6. All remaining vacation days for a calendar year shall be in accordance with item #13 of this section.

7. If authorized by the Fire Chief, an employee may utilize available accrued leave time to take a single leave day on a scheduled shift holiday.

8. Employees shall have the right to choose the starting and ending day of their leave taken in intervals of one week or more at a time.

9. Employees may elect to turn in- vacation time for pay with the approval of the City Manager. A maximum of 120 hours may be considered in a fiscal year. All time turned in shall be paid on an hour for hour basis.

10. No more than 864 hours of leave (600 hours of vacation, 240 hours of compensatory) may be carried over from one accrual year to the next (July 1 to June 30).

11. Probationary employees shall be eligible for vacation during their probationary period after completing six (6) months of service with the City.

12. Absences due to sick leave or military leave shall have no effect on leave time already scheduled and approved. To facilitate scheduling., a minimum of two months' advance notice of military leave will be provided to the Fire Chief unless there are emergency circumstances.

13. Single leave time days/hours may be taken with the approval of the Fire Chief or shift supervisor, provided another employee does not have approved vacation and/or compensatory leave time scheduled.

B. Sick Leave

1. Sick leave may be taken by an employee during an illness, to recover from a bodily injury, to avoid exposure of fellow employees to a communicable disease, to attend medical and dental appointments, or when needed to care for a member of the immediate family who is ill. For this benefit, a member of the immediate family is defined as a spouse, civil union partner, parents, or dependent child, or any dependent relative living in the same household.

2. Sick leave is credited as earned at the rate of 33 hours per month for shift employees. Sick leave will be credited at the end of each month worked. There is no limit on accumulation of sick leave. For employees hired after July 1, 2012, sick leave shall be credited as earned at the rate of 24 hours per month for shift employees. All employees hired after July 1, 2024 shall have a sick leave accrual cap of 2,496 hours. Sick leave is credited as earned at the rate of 12 hours per month for the administrative employee.

3. Use of sick leave for a shift employee to care for a member of the immediate family is limited to 3 days (72 hours). Use of sick leave for an administrative employee to care for a member of the immediate family is limited to 3 days (24 hours).

4. Employees who participate in the South Burlington Retirement Income Plan with 15 years or more of service may exchange 480 hours of sick leave plus 96 additional sick leave hours per each year of service beyond 15 years toward early retirement in the year of retirement. Employees will receive one week's pay for each 120 hours allowed under this section.

C. Bereavement Leave

1. Employees are entitled to one shift of 24 hours of bereavement leave with pay for absence caused by the death of an employee's immediate family or household. The Chief has the discretion of granting up to one shift of 24 hours of bereavement leave with pay for deaths of individuals outside the employee's immediate family.

D. Jury Duty

1. In recognition by the city that it is a civic obligation of each city employee to serve jury duty if called, employees will be reimbursed at their customary rate of pay for work absences for jury duty or for serving as a witness under legal compulsion. Payment by the city under this provision will be reduced by the amount an employee receives as compensation for jury duty or appearance as a witness.

E. Military Leave

1. Every employee who is a member of a reserve component of the Armed Forces of the United States, will be granted leave of absence with pay during the time of annual tour of duty. The employee will be paid the difference between military pay and city pay provided that the city pay is higher.

2. The calculation of Military Pay vs. Net City pay and resulting reimbursement if appropriate shall be as follows:

- Military Basic Pay only used
- Excludes: Housing allowance, Subsistence allowance, Enlisted allowance, Grade allowance, family separation allowance, Hazard Duty, Hostile Fire pay and other similar allowances
- Deductions reimbursable to City:
 - Health Benefits (if remaining under City plan)
 - City Public Safety Pension contributions
 - ICMA (if applicable and options)
 - Union Dues (unless waived by the IAFF or Local)

A timeframe for reimbursement will be determined between the employee and the City.

If an employee is deployed and his/ her dependent(s) cannot receive health insurance coverage for their current physicians through Tricare, the City will cover 50% of the employee's health care contributions. Employees have the option to keep dependent(s) with the City's health care or transfer onto Tricare at the employee's expense.

3. Employees may use their vacation and/or compensatory leave time towards military leave for attendance to UTA/ drill weekends without any loss of pay from the City. The use of

vacation and/or compensatory leave time for military leave shall not affect another employee's ability to use approved leave time.

F. Parental and Family Leave

1. Same as Personnel Rules and Regulations (Dated February, 2009)., Section 6.2 H.

G. Personal Leave

1. Employees are entitled to 24 hours per year for personal affairs, but may not be accumulated from year to year.

2. Personal leave may be taken in minimum two (2) hour increments. Notwithstanding, personal leave may be used in any one-half hour time increment if Overtime is not incurred due to the Personal Leave.

3. Personal leave shall start July 1 and run until June 30, credited to the employee on the first pay period of July.

4. Personal leave and/or vacation time may be split at the discretion of the employee for time off to be equal to 24 hours or less.

H. Leave time will be taken only when another employee does not have approved leave time scheduled.

I. Employees (full and part-time) are covered by worker's compensation insurance. If an employee suffers an injury or illness in the line of duty, the employee should provide notice to the City Manager's office as soon as practical after the occurrence and thereafter file the appropriate worker's compensation claims forms. Until the time that the worker's compensation claim is approved the employee may elect to be paid through sick leave or vacation time.

Eligible employees may elect to utilize sick time accruals for the 3-calendar-day legal waiting period not covered by the Workers' Compensation Act. If the employee receives payment for these three (3) days from the insurance carrier, the employee may elect to buy back used sick leave bank during this period.

Any employee approved for worker's compensation coverage will receive from the City the difference between his/her normal net weekly pay and any benefits received through worker's compensation. The total compensation that the employee receives from the city and workers' compensation will not exceed the net wages that the employee would receive for a regular 56-hour workweek.

If the workers compensation check is equal to or greater than the employee's regular net wages, the employee may keep that check. The city will continue to pay medical, dental and life insurance for an employee on approved workers' compensation leave. The employee must make timely arrangements with the city to reimburse necessary deductions such as health insurance, pension, union dues, and ICMA contributions. These contributions will be made upon receipt of payment from the employee.

An employee qualifying for worker's compensation after a period of 90 days will not accrue leave time including additional sick leave accruals, until the employee returns to work, although time on worker's compensation will count as time served for purposes of calculating employee benefits.

The parties recognize that the City makes its best forth efforts to provide full compensation for employees. Should later calculation determine a different amount, the City will reimburse the employee any amount due within 7 days of notification. The employee will reimburse the City amounts over paid within 7 days of notification.

J. Under normal circumstances, Union members are expected to use best efforts to schedule personal appointments for off-duty days.

K. Leave time provided by this contract shall not be used in increments of less than four (4) hours, beginning and ending at the nearest quarter hour.

ARTICLE 13 TRAINING AND EDUCATION

A. The City seeks to promote training and education of employees to improve the quality of service rendered on behalf of the City and to prepare employees for advancement within the City's service.

1. All training required to fulfill the employees' job descriptions shall be made available during the employee's assigned shift. In the event of an employee on leave time or scheduling restrictions of on-shift training, training required to fulfill job descriptions may be scheduled during daytime hours, with the employee being compensated per Article 9, Section D.3.

2. The City shall provide specialty training {i.e. rope rescue, confined space rescue, cold water rescue, etc). Provisions will be made so employees participating in this training will not be required to respond to emergencies.

3. All employees shall receive equal opportunity of attendance to outside training. An evaluation of both the employee and the training curriculum may be necessary to determine who shall attend a training to be the best benefit to both the employee and the Fire Department.

4. If an outside training course is a benchmark set forth for the promotional process, the priority disbursement of the training shall be based on seniority of the employee(s) preparing for promotion.

5. The City shall provide live fire training for each shift, at a minimum, on all even number years, beginning in 2014. This training shall be held at a Vermont Fire Academy live fire training facility, or equivalent that is in compliance with NFPA 1403. On all odd number years, beginning in 2013, the City shall provide training that is a hands-on alternative to live fire evolutions, to include, but not be limited to, advanced fire behavior, LP gas fire control, etc.

6. The City shall contract with an EMS Training Company to offer an EMS continuing education training course for all EMT's, Advanced EMT's, and Paramedics. The specific hours and materials for each EMS continuing education course shall be based on the requirements for the National Registry re-certification process in regards to his or her EMS certification level. The employee will be made available a continued education course every two years that is no less than 20 hours and no longer than 50 hours. For as long as the EMS certifier accepts virtual attendance at refresher courses, employees will continue to participate in virtual EMS training, including paramedic training, during off-duty time with such time being unpaid and not considered overtime. The actual cost of such virtual training will continue to be borne by the City.

B. Employees shall be compensated at their overtime rate or equivalent compensatory time for hours spent during off-duty time when participating in scheduled in-house training.

C. Employees shall be compensated for all classroom time when attending mandatory educational or training courses. Employees scheduled to be on duty during such training shall not be charged leave time. If the course is one full day, the employee's lunch shall be paid for by the City. When the course is more than one day and outside a 75-mile radius of the City, lodging and meals shall be paid for by the City. Travel time for mandatory training outside Chittenden County will be paid through financial remuneration.

D. Employees attending non-mandatory training courses may, in the discretion of the Fire Chief, be compensated at their regular rate for all classroom time. Meals and lodging may or may not be paid by the City, depending upon the approval of the Fire Chief and availability of training funds.

E. The City shall attempt to make employees aware of all required training and standards imposed as policy by the department or mandated by law. All instructional programs or testing procedures imposed to meet the criteria of the policy or applicable law shall be provided by the City without loss of pay or cost to the employee. Off-duty employees shall be compensated at their overtime rate for time spent in meeting the necessary requirements.

F. When employees have opportunities to instruct fire, E.M.S., or public safety courses, they shall be permitted to do so in the discretion of the Fire Chief and as long as adequate shift coverage is provided and it does not incur any overtime.

G. Higher Education:

1. The Fire Department shall encourage all reasonable self-betterment programs. The City encourages participation of employees in approved education courses. Applicants for these courses will be selected on the basis of seniority.

2. Subject to the limitations set forth in subparagraph #4 below, the City will reimburse an employee in the bargaining unit for courses successfully completed as part of a program to obtain an Associate's Degree or higher where the employee is enrolled in a degree producing program and the course is identified on a program of courses to be filed with the Fire Chief which, if successfully completed by the employee will result in the granting of an Associate's Degree or higher.

3. Subject to the limitations set forth in subparagraph #4 below, the City will reimburse an employee in the bargaining unit for the successful completion of a course in a Fire Science related subject approved for credit for an Associate's Degree or higher. A determination by the City Manager that a course is not in a Fire Science related subject shall be final.

4. Reimbursement for courses completed pursuant to subparagraphs #3 and #4 above shall be subject to the following:

(a) Successful completion of a course shall mean a Grade of "C" or its equivalent, or better.

(b) Reimbursement shall be provided for not more than two (2) courses per semester or a maximum of four (4) courses per fiscal year per member. The City Manager may approve more.

(c) Reimbursement for each course shall be paid at the rate of 50% of the per credit hour tuition cost charged by the institution up to 50% of the In-State credit hour tuition cost charged by the University of Vermont for comparable courses.

5. If the employee leaves the employment of the City of South Burlington, they shall be responsible for re-paying the City for tuition reimbursement monies paid to them within a period of 12 months from the date of completion of the last class for which reimbursement was made. The amount owed to the City shall be pro-rated in the following manner:

(a) The entire amount is refunded if the employee leaves within six (6) months from the last day of class for which reimbursement was made.

(b) The amount is pro-rated from six (6) months + one (1) day to 12 months (1 Year) - i.e. \$300 is paid, if the employee leaves 8 months later, he/she owes the City \$100 ($8/12 \times \$300 = \200 , $\$300 - \$200 = \$100$).

H. The City shall provide the opportunity for employees to attend NFPA 1Q21 Fire Officer I & II training program. This training program shall be provided to employees on a seniority basis. If this Fire Officer I & II training is offered during an employee's off-duty day, said employee(s) will receive compensatory time as compensation for this training.

ARTICLE 14 UNIFORMS AND EQUIPMENT

A. Employees will be reimbursed up to \$200 towards the purchase of one (1) pair of footwear per year. Footwear will be purchased on an as-needed basis and must meet minimum ANSI standards for protective footwear.

B. The City shall repair or replace items that the department specifically and expressly (in writing) authorizes employees to wear and which are damaged or destroyed while an employee is properly engaged in the performance of his/her duties. The City also will pay the cost of lost or damaged personal property for employees covered under this Agreement, provided such property is lost or damaged while performing work duties. Personal property is defined as that property which is normally and customarily carried, worn, or used on one's person while performing their duties.

C. The City shall furnish and thereafter maintain at no cost to the employee, all respiratory apparatus, alarm guard devices, gloves, helmets, protective coats, night hitches, and other protective equipment as is necessary to preserve and protect the health and safety of the employees. All such equipment shall meet all applicable O.S.H.A. or N.F.P.A. standards.

D. Uniform patches shall be supplied and sewn on prior to the employee receiving issued uniforms. Patches shall be the accepted Fire Department patch and the employee's current level of certification for emergency medical service. Should an employee advance to a higher level of certification the City agrees to purchase and pay the cost of having said employee's patches changed.

E. Replacement of all standard issue uniform items will be on an as-needed basis. An inventory of all standard issue uniform items will be maintained to provide employees with timely replacement as needed.

F. All employees covered under this contract will be supplied with the following standard issue items in accordance with the Department's Duty Uniform Policy.

All uniform alterations will be paid for at no cost to the employee.

G. All equipment and uniforms issued to employees by the City shall be limited to use when on duty, at department functions or official department business.

ARTICLE 15 INSURANCE AND RETIREMENT

A. The City will furnish life insurance in an amount equal to two times the base annual earnings rounded to the nearest \$1,000. Such insurance shall have a maximum benefit of \$50,000 with double indemnity for accidental death for any cause to age 65. If an Association member is killed in the line of duty the benefit will be \$100,000.

B. Health Insurance:

1. The City will offer all members enrollment in a HD/HP 2250/4500Plan. Members who elect to participate in this plan shall establish a Health Savings Account (HSA) at a financial institution of the members' choice unless they are prohibited by law from doing so. Any member prohibited from establishing an HSA may establish a Flexible Spending Account (FSA) with the City and will receive an annual stipend of \$200.00 payable on January 15th. On or before the 15th of January, for each calendar year, the City shall deposit into each member's HSA account, one hundred percent (100%) of the amounts below:

\$925 for members electing a single person plan

\$1,925 for members electing a two-person plan

\$1,925 for members electing a family plan

If this plan becomes no longer available, an equivalent plan will be provided at no additional cost to the employee except herein described. The Association shall be given the opportunity to participate in any discussions dealing with successor plans. The Association may grieve as to the equivalency of any successor plans.

Vision Plan: The City provides a vision plan for which the City pays 90% of the premium and the members shall pay 10%. From time to time the City may substitute a new vision plan with equivalent benefits.

2. If in any year of this agreement, the renewal premium increase is greater than 10%, either party may request an opener on health care contributions and/or salary compensation.

3. If an employee who had opted out of the health insurance offered by the City is opting into the health insurance offered by the City as a result of loss of coverage elsewhere, the City's contributions to the employee's HSA will be pro-rated based on the number of full months remaining in the calendar year as the City had been paying the opt out payment since the beginning of the year. If the opt in takes place within a week of January 1st, before opt out payments have been made, the City will make the full HSA contribution and pay the full premium per this agreement.

4. If an employee changes their insurance plan from a one-person plan to a two-person or family plan after March 31st of a calendar year, the City's share of the HSA contribution will be pro-rated based on the number of months remaining in the calendar year and the effective date of change in coverage. Such pro-rated payment shall be made to the employee's HSA at the earliest practical time following the effective date of the change.

5. If an employee changes their insurance plan from a two-person plan to a family plan, the City will not require said employee to return the difference in HSA contributions to the City.

6. If an employee is hired prior to March 31st of a calendar year, said employee shall receive the full City HSA contribution. If an employee is hired after March 31st of a calendar year, the City's HSA contribution shall be pro-rated based upon the number of months remaining in the calendar year.

7. If an employee changes their insurance plan from a family plan to a two-person plan after March 31st of a calendar year, the City's share of the HSA contribution will be pro-rated based on the number of months remaining in the calendar year and the effective date of change in coverage. Such pro-rated payment shall be made to the employee's HSA at the earliest practical time following the effective date of the change.

8. If an employee changes their insurance plan from a two-person plan to a one-person plan, the City will not require said employee to return the difference in HSA contributions to the City.

9. Employees covered under the City's health insurance plan shall contribute the following percentages of their base salary to be used by the City to cover a portion of the costs of employee health care:

Year 1 of the agreement (beginning on July 1, 2024): 2.0% of base salary

Year 2 of the agreement (beginning on July 1, 2025): 3.0% of base salary

Beginning on July 1, 2026: 4.0% of base salary

C. The City will provide a Northeast Delta Dental Plan or equivalent, with usual and customary payments and no deductible to be paid by the employee.

D. Bargaining unit members who do not receive health insurance coverage from the City and can show proof of medical coverage other than through the City shall have the option of refusing medical coverage provided by the city, and in that event shall be reimbursed by the City in cash an amount of \$140.38 per bi-weekly pay cycle.

E. In the event an employee dies accidentally in the line of duty, (line of duty to include, but is not limited to, work being compensated either by pay or comp time, while responding to or returning from an off-duty emergency call, either driving to or from or attending a training school either at the station or away from the station) the city will continue medical insurance coverage on the employee's family. Such coverage will remain in effect on the employee's children until they are 18 (eighteen) years old or, if in college, until the insurance carrier's age limit is reached. Coverage of the employee's spouse will continue until age of eligibility for Medicare is reached. This coverage will be at the city's expense, the employee's family will be responsible for the employee's weekly contribution. This same benefit will be extended to the family of any firefighter who had opted out of the City's health plan at the time of death. If the employee is not a member of the City's health plan, upon request of the spouse, the City will provide similar coverage from another plan.

F. For employees employed by the Department as of July 1, 2018, The City will provide a defined benefit program with the following provisions:

Normal Retirement Age	55 years (reduced to 50 using the formula below)
Early retirement Age	50 years
% Benefit at Early Retirement	50%
Benefit Factor	.025
Compensation Factor	Average of highest three years of (1) Base Salary (53+3 overtime hours determined by the work schedule prior to July 1, 2025), or (2) Base Salary (48 hours determined by the work schedule effective July 1, 2025), or (3) Base Salary (40 hours for an administrative employee as defined in Section 8 of this agreement, or (4) A combination of any of the work schedules listed herein over a three-year period if applicable.
Years of Service	Cap at 25 years, actual employment
Pension Formula	Compensation Factor times .025 times Years of Service
COLA	3% per year until Social Security

The Normal Retirement Age shall be lowered using the following schedule:

<u>Year</u>	<u>Normal Retirement Age</u>	<u>Qualified Overtime</u> (maximum compensation)
07/01/05	54	10%
07/01/06	54	10%
07/01/07	53	10%
07/01/08	53	10%

07/01/09	52	25%
07/01/10	51	25%
07/01/11	50	25%

Retirement benefit shall be calculated using the base salary plus the percentage of the base in overtime as stated above.

Benefit Offset:

<u>Years of Service at Age 55 or on June 30, 2002</u>	<u>% of Social Security Offset</u>
25 Years or less	50%
26	45%
27	40%
28	35%
29	30%
30 or more	25%

Benefit offset is calculated on City earnings only and will be calculated at the time of the first Social Security payment and will remain constant. Employees who wish to separate city and outside- wages are responsible for determining outside earnings and Social Security impact. Employees receiving City defined benefit pension benefits are responsible to notify the City when they begin receiving Social Security benefits and provide proper documentation in order to calculate the SSA offset. The employee shall reimburse the City any amounts retroactive to the date of the first Social Security benefit. An employee who does not report SSA benefits within 90 days of starting these benefits shall reimburse the City retroactively, plus a 10% penalty on the retroactive amount.

Full Vesting 7 years
Employee Contribution 6.5% of Adjusted Base (56 hours straight or 48 hours straight during time worked within the Kelly day schedule)+ % of overtime (a maximum of 25% of the employees base salary in overtime worked will be included in the final calculation for determining the employees retirement benefit. Employees will contribute via payroll deduction on a weekly basis 6.5% of overtime worked to the South Burlington Retirement Income Plan. Employee overtime contributions and the total amount of overtime that will be included in the retirement calculation will be capped at 25% of the employees annual base salary.) Effective July 1, 2019, the employee contribution is 7.5% of the Adjusted Base.

Retirement Health/Dental Benefits
(Including Medicare gap)

Unused sick leave may be turned in at retirement and credited to a sick leave bank to pay the cost of insurance. Sick leave bank will be established by multiplying hours of accrued sick leave at the time of retirement, times the employee's final hourly compensation. Monthly sick leave accrual is 33 hours per month.

For the purposes of the retiree life insurance payout of \$2500 and the sick leave cash buy-out, retirement to be defined as 25 years of service or age 50.

G. Employees may schedule contributions to either of the ICMA -RC or IAFF Financial Corporation 457 plans at their option. Employees will be entitled to transfer 457 plan assets to the plan of choice without penalty.

H. Employees exercising the sick leave bank must join the City's health plan at the January or July participation date closest to retirement, if not already enrolled. Employee's surviving spouse shall receive the same health and dental benefits, from the balance of the employee's sick bank. Employees who receive retirement health insurance through the use of the sick leave bank, and are enrolled in the HD/HP 2250/4500 plan, may utilize the funds in their sick leave bank only if they qualify for a Health Savings Account. Retired Employees will be responsible for 100% of the premium and deductible. Employees who exercise this option will be required to complete a City HSA or FSA deposit form and notify the City in writing of any changes.

I. For employees hired after July 1, 2001, only years of service in the Police or Fire Department will count towards fire pension benefits.

J. Both parties agree to establish a pension -committee to investigate potential future pension options for new employees.

L. All new employees hired on or after July 1, 2018 shall have the option to go into VMERS C or participate in the Defined Contribution Plan identified below:

DEFINED CONTRIBUTION PLAN

Eligibility

Immediate

Employee Contribution Rate

At employee's discretion (employee contributions to be made in current 457 plan)

Employer Match	100% up to 6.50% of compensation (employee match added to the current 457 plan)
Employer Automatic Contribution	1.50% of Compensation
Employer Contribution Conditions	Must work 1,000 hours during the year and be employed on the last day of the year
Vesting	100% vested after 5 years of service
Investments	Employee directed investments

**ARTICLE 16
PROMOTIONAL PROCESS**

A. When a promotional opportunity occurs within the Fire Department, it shall be posted on the Association bulletin boards. All qualified employees shall have an equal opportunity to apply for said position.

B. The employee selected for the position shall serve the appropriate probationary period of 6 months. If a candidate does not successfully complete the probationary period then that candidate will be returned to their previous position. Nothing contained herein shall exclude the employee from exercising their right to the grievance procedures of this agreement.

C. All promotions for ranks covered within this agreement will be made from within the Fire Department. The following is a description of the promotional_ process to fill all promotional vacancies within the bargaining unit of the South Burlington Fire Department.

1. Announcement/Qualifications - Within 15 calendar days of a position for Lieutenant and/or Captain becoming available a test announcement with qualifications will be posted at both Stations for a period of 15 additional days. This announcement will include the reading list for the written exam section of the promotional process. A written notice of intent and resume to apply for the process will be required within five (5) calendar days of the end of the posting process. If no applicant meets the time periods listed, then both the city and the union can waive the time periods, provided that both parties agree. The entire process will be complete within 115 days of vacancy.

2. Promotional Eligibility and Testing Process:

Senior Firefighter

- o Candidate must have four (4) years of consecutive service with the South Burlington Fire Department and shall be eligible for testing up to 3 months prior to the fourth (4th) year of service.

- Training Benchmarks: Tactics and Strategy (>12 hours) or equivalent; VT Firefighter II.
- The candidate shall meet the Senior Firefighter Development Program benchmarks during on-the-job training with a company officer(s) within 6 months of the candidate's eligibility to test for the promotion. This development program will be mutually agreed upon between Labor and Management.
- Skill Assessment:
 - Candidate will review, discuss, and recite SOG's and Rules & Regulations with Chief and Captain's not assigned to the candidate's shift. The candidate's shift Captain may witness the process but have no direct action in the promotional process.
 - Incident Arrival Reporting: Candidate will be shown five (5) scenarios and will be asked to make a verbal incident arrival report outlining visible conditions and explain initial incident actions to occur with the first five (5) minutes of an incident.

Lieutenant

- Candidate must hold Senior Firefighter rank with the South Burlington Fire Department for at least two (2) years to be eligible for promotion and shall be eligible for testing at every opening, beginning three (3) months prior to their two (2) years of service as a Senior Firefighter.
- Training Benchmarks: Candidates must hold a NFPA 1021 Fire Officer I certification.
- Written Exam: See Section 3.A below.
- Oral Board: See section 3.B below.
- Skills Assessment Activity: See Section 3.C below.

Captain

- Candidate must hold Lieutenant rank with the South Burlington Fire Department for at least two (2) years to be eligible for promotion and shall be eligible for testing at every opening, beginning three (3) months prior to their two (2) years of service as a Lieutenant.
- Benchmarks: Candidates must hold a NFPA 1021 Fire Officer II certification
- Written Exam: See Section 3.A below.
- Oral Board: See section 3.B below.
- Administrative Project: Candidate will be asked to put together a budget/purchasing research project as specified by the Fire Chief.
- Operating Procedure Project: Candidate shall be asked to develop a written standard operating guideline as specified by the Fire Chief.

- Skills Assessment Activity: See Section 3.C below.

3. Promotion Scoring:

a. Written Exam: The exam will be a Nationally Validated Fire Service Exam. The study material reading list for the written exams shall be mutually agreed upon between labor and management and will be posted 90 days before the written exam. A passing test score of 70% must be achieved for the candidate to move on to the oral board section of the promotional process.

- b. Oral Board – 40 points. The Oral Board will consist of five (5) evaluators.
- A South Burlington City management employee
 - A Management Professional (non-South Burlington employee)
 - An Outside Career Fire Officer
 - A South Burlington Fire Department Chief Officer
 - A South Burlington human resources representative

The Oral Board will last no longer than 60 minutes. The board will be given a copy of the candidate's resumes on the day of the interview.

c. Skill Assessment – 40 points. The assessment board will consist of the following evaluators:

- South Burlington Chief Officer(s)
- For Lieutenant: All South Burlington Shift Captains
- For Lieutenant: One (1) mutual aid fire department Captain and one (1) non-mutual aid fire department Captain
- For Captain: One (1) mutual aid fire department Chief Officer and one (1) non-mutual aid fire department Chief Officer
- The skills assessment section will last no more than 60 minutes. Candidates will be given the following scenarios to demonstrate competency:
 - Fire-based emergency incident command and control
 - Hazardous materials or technical rescue-based emergency incident command and control
 - Inter-personal leadership and management

d. Employment History – 20 points total, divided into the following areas:

- Service Record: 10 Points, with the scoring rubric mutually agreed upon between labor and management prior to the promotional process, and posted for candidate knowledge.

- The candidate will submit resume and service record to the oral board. This can include community service, skill sets beyond the job description requirements, leadership and instructional activities, secondary administrative duties, etc.
- Any error (spelling, grammar) will result in a one-half (1/2) point deduction per error. Any misrepresentation / inaccurate information shall result in a ten (10) point deduction.
- The candidate, in the service record, shall also detail any disciplinary action currently in the candidate's personnel file as well as positive and negative feedback from formal employee evaluations
- Formal Education and Professional Military Education: Four (4) points, non-cumulative. These points shall be distributed as follows:
 - Military (Min. grade of E-5), any career field = 0.5
 - Military (Min. grade of E-5), firefighter (48 months)= 1.5
 - Associates Degree= 1.0
 - Associates Degree (fire specific)= 2.0
 - Bachelors Degree = 2.0
 - Bachelors Degree (fire specific)= 3.0
 - Graduate Degree = 3.0
 - Graduate Degree (fire specific)= 4

e. Time in Service: up to six (6) Points with One-half of a point for each year of service as a Career employee with the fire department.

4. Selection Phase:

- A Promotional Test for Lieutenants and Captains will be given when a vacancy occurs. The Results of the test will be valid for 12 months from the completion of the process. At the conclusion of the process, the Association will be given a letter outlining start and end of the 12- month time frame.
- All scores will be kept confidential
- All Time limits may be extended by mutual agreement of the parties.
- At the conclusion of the process the candidate will be given his/her ranking. The Chief will have the option of selecting from the top two candidates.
- Selection Phase: The top two (2) ranked candidates will be presented to the Fire Chief for selection. The Chiefs final selection must be approved by the City Manager, as required by the City Charter.

**ARTICLE 17
HEALTH AND SAFETY**

A. Upon request, the City shall provide to each employee hepatitis vaccination and follow-up antibodies test, including Hepatitis C testing, at no cost to the employee.

B. Notwithstanding any provision of the law to the contrary, it shall be presumed that any employee who contracts HIV, the AIDS virus, all forms of Hepatitis, Tuberculosis, or any other contractible virus has done so as the result of a work-related incident or event, provided there is an existing log or record(s) or events which support such a presumption.

C. Upon request of either party a Safety Committee will be assembled which shall consist of one member of the Association and the Fire Chief. It shall be the purpose of this committee to examine ways in which to improve the safety of working conditions and equipment and to review new equipment that is available and make suggestions in this regard.

D. Medical Evaluation Questionnaires:

A Medical Evaluation Questionnaire for the purposes of wearing a respirator will be completed by the Association membership. A physician will be selected to review the questionnaires, which physician will be determined by agreement by both parties. If an employee fails the initial evaluation the employee will remain at his/her current rank and pay and remain at his/her current schedule, for the period of three months. Subsequently, after three months the opportunity for a second medical evaluation will be available. All medical evaluations will be kept confidential.

E. If a fire employee is deemed unable to wear a respirator, the individual would cease employment with the City as a firefighter due to his medical condition. The employee would be notified of all subsequent openings within the City for which they are trainable or qualified. In the event the employee returns to the City as an employee he or she would retain their salary level and longevity, and they would fit into the new position step plan.

F. SCBA Face-piece Seal Protection:

Whereas the City is required to comply with VOSHA laws regarding respirators, the following standards shall be adhered to relative to Face-piece Seal Protection: 1910.134(g)(1)(i) thru 1910.134(g)(1)(ii). The City shall not permit respirators with tight-fitting face-pieces to be worn by employees who have: Facial hair that comes between the sealing surface of the face-piece and the face, or facial hair that interferes with valve function; or any condition that interferes with the face-to-face-piece seal or valve function. If an employee wears corrective glasses or goggles, or other personal protective equipment, the City shall ensure that such equipment is worn in a manner that does not interfere with the seal of the face-piece to the face of the user. For all tight fitting respirators, the employer shall ensure that employees perform a user seal check each time they put on the respirator using the procedures in Appendix B-1 of VOSHA standards or procedures recommended by the respirator manufacturer that the employer demonstrates are as effective as those in Appendix B-1 of VOSHA standards.

Employees shall follow manufacturers recommendation for the self-contained breathing apparatus that is provided by the City for use by employees shall not be worn when conditions prevent a good face to face-piece seal. Such conditions may include, but are not limited to: growth of beards, sideburns, a skull cap that projects under the face-piece, or temple pieces on glasses. Also, the absence of one or both dentures can seriously effect the fit of the face piece. Use of the respirator without a good face to face-piece seal may reduce the duration of use and/or expose the user to the atmosphere the respirator is intended to protect against.

G. Annual Fit Test:

The City will provide annual SCBA mask fit testing, using Quantitative Fit Testing method. If the employee fails the fit test, the employee will continue his/her normal work schedule until a properly fitted mask is found for the employee, without loss of his/her rank, pay, and current position.

**ARTICLE 18
HEALTH AND WELLNESS**

A. All employees covered under this agreement shall participate in the yearly health screening offered by the City. This health screening shall remain confidential, and only proof of participation shall be provided to the City. The City will make every effort to schedule these screenings in the fire station(s) and accommodate multiple shift schedules.

B. All employees covered under this agreement shall participate in the yearly Health Risk Assessment offered by the City and their health insurance provider. This assessment shall remain confidential, and only proof of participation shall be provided to the City.

C. Fitness Testing Program

This section sets forth the standard for the South Burlington Fire Department Fitness Testing Program. The standard for the receipt of compensation for a fire department employee will be based on the scales and standards set forth by the American Council on Exercise (ACE) as accepted by the International Association of Fire Fighters (IAFF) and International Association of Fire Chiefs (IAFC).

1. All employees hired before 07/01/2012 are encouraged to participate in the fitness testing program. All employees hired after 07/01/2012 are required to successfully complete-the fitness test once annually.

2. Testing shall be conducted twice per fiscal year with approximately six (6) months between testing.

3. The minimum standard for passing will be a score of "average" (healthy) or higher in all of the following categories:

1. Cardiovascular test (1 mile run, 1 mile walk, 3 minute step test, bicycle test)
2. Maximum pushups per minute
3. Maximum sit ups per minute
4. Body Fat testing using calipers
5. Maximum Bench Press, based on weight
6. Sit and Reach Flexibility test using the box

Successful completion of the fitness testing at a standard above the minimum standard shall be encouraged and compensated in accordance with Section C.4 of this Article.

4. Compensation for successful completion of the fitness testing shall be as follows:

Healthy/ Average:	\$325.00
Fitness/ Above Average:	\$400.00
Excellent:	\$475.00

5. Employees hired before 07/01/2012 who do not successfully complete their semi-annual attempt at the fitness test are encouraged to seek assistance from the Fitness Coordinator, or other fitness professional, and may reattempt the test once within three (3) months of the failed attempt. Compensation for the successful reattempt shall be in accordance with Section 4 above. No compensation shall be given to employees who seek off-duty assistance from a fitness professional.

6. Employees hired after 07/01/2012 are required to successfully complete the fitness test once annually, but shall be allowed to participate in, and receive compensation for successful completion of, the testing process twice in a fiscal year if said employee successfully completes the fitness test on their first attempt.

7. If an employee hired after 07/01/2012 does not pass the fitness test on their first attempt, said employee shall work with the department fitness coordinator to develop a plan of action to achieve a passing result within three (3) months of the first attempt. If the second attempt is also unsuccessful, said employee shall have a third attempt to successfully complete the fitness test within three (3) months of the second attempt. There shall be no compensation for successful reattempts and no compensation shall be given to employees who seek off-duty assistance from a fitness professional.

8. The records for the testing and the testing procedure will be conducted and kept by the South Burlington Fire Department Fitness Coordinator and/or his designee or a person deemed

appropriate by the Chief and Union. After each test period, the Fitness Coordinator shall provide a list of those employees eligible for this compensation.

9. The City and the Union shall work together to encourage and promote 100% participation in the fitness testing process.

ARTICLE 19 MISCELLANEOUS

A. This Agreement shall remain in force until such time as a successor agreement is signed by the parties.

B. During the period of this contract the Association employees agree to participate in the present employee evaluation system. At the conclusion of participation the association may unilaterally withdraw from the process or institute changes to the process to accommodate their particular employment needs and circumstances.

C. Firefighters shall not engage in smoking cigarettes, cigars, pipes, smokeless tobacco or electronic cigarettes and any battery powered devices that delivers nicotine or other substances into the body through inhaled vapor, on or off duty, and shall sign a written statement attesting to this. See Appendix C.

D. All facilities, property, vehicles and emergency incidents will be tobacco free.

E. There shall be a Labor-Management Committee comprised of two representatives from the Association and two representatives from the City. The purpose of the Labor-Management Committee shall be to provide a forum for communication between the parties to this Agreement to discuss matters of mutual concern, including, the social security offset and other pension amendments, staffing, updates to the Personnel Rules and Regulations, and other various contract issues as the parties may mutually agree.

F. No Strike, No Lock Out. The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

G. Termination and Legality. If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of

this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 20
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

A. This Agreement embodies the full and complete understanding of the parties as to the terms and conditions of the employment covered by this Agreement. However, the parties acknowledge that there may be practices which have been employed in the past or are presently observed within the Department which were not previously discussed or considered during the development of this Agreement. To the extent that any of these practices or personnel rules are inconsistent with the terms of the Agreement, the Agreement shall prevail. It is understood and agreed that any subject matter referred to in this Agreement shall not be open for negotiation during the terms of this Agreement except as the parties mutually agree.

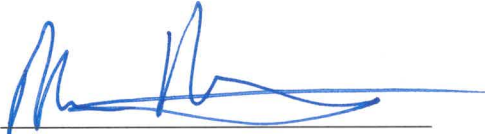
Signature Page

COLLECTIVE BARGAINING AGREEMENT
7/1/24 – 6/30/27

CITY OF SOUTH BURLINGTON, VT
&
SOUTH BURLINGTON CAREER FIREFIGHTERS 'ASSOCIATION
IAFF LOCAL 3671
COLLECTIVE BARGAINING AGREEMENT

For the South Burlington
Career Firefighters 'Association

For the City of South Burlington



Marc Hachey, President
Duly Authorized



Jessie Baker, City Manager
Duly Authorized

Dated this 8 day of March, 2024 at City of South Burlington, County of Chittenden,
Vermont.

ADDENDUM NO. 1

Fire CBA

South Burlington Career Fire Fighters Association Local

Employee Name	Start Date	FY25 Grade	FY25 Step	FY25 YOS	FY25 (7/1/2024- 6/30/2025)
Abramson	10/16/2023	10	2	1	\$50,903.32
Bast	8/25/2008	11	25	16	\$76,727.04
Blair	9/12/2022	10	7	2	\$54,844.40
Bollhardt	11/20/2009	11	25	15	\$76,727.04
Bonneau	7/6/2015	11	17	9	\$68,100.76
Boyea	8/25/2008	11	25	16	\$76,727.04
Ceffalo	4/10/2023	10	7	2	\$54,844.40
Christman	7/5/2004	13	25	20	\$88,660.52
Collins	4/10/2023	10	7	2	\$54,844.40
Coloney	1/3/2023	10	7	2	\$54,844.40
Dattilio	12/1/2001	13	25	23	\$88,660.52
DeMaio	4/10/2023	10	7	2	\$54,844.40
Donahue	2/11/2019	11	12	6	\$63,222.64
Follensbee	10/23/2000	11	25	24	\$76,727.04
Goodrich	7/5/2004	11	25	20	\$76,727.04
Gosselin	1/18/2010	11	25	15	\$76,727.04
Hachey	1/8/2018	11	14	7	\$65,124.28
Harrison	10/16/2023	10	2	1	\$50,903.32
Hipes	1/3/2023	10	7	2	\$54,844.40
Holt	10/16/2023	10	2	1	\$50,903.32
Lange	9/12/2022	10	7	2	\$54,844.40
Laurent	7/11/2022	10	7	2	\$54,844.40
McCarthy	9/20/2021	10	8	3	\$55,671.20
Mullin	9/20/2021	10	8	3	\$55,671.20
Perkov	7/5/2004	13	25	20	\$88,660.52
Poor	10/15/2001	12	25	23	\$82,101.24
Sargent	7/11/2022	10	7	2	\$54,844.40
Schmidt	1/8/2024	10	2	1	\$50,903.32
Spencer	8/25/2008	12	25	16	\$82,101.24
Spooner	7/5/2004	12	25	20	\$82,101.24
Swain	7/18/2022	10	7	2	\$54,844.40
Walsh	2/11/2019	11	12	6	\$63,222.64
Wermer	1/8/2024*	10	9	4	\$56,498.00
White	6/17/2013	12	25	12	\$82,101.24

Years of service are calculated by where the employee is on 6/30/2025

Employee will receive a one step increase at the end of their first 6 months. Thereafter, they will receive a step increase each July 1.

* Rehire given credit for 3.5 years of previous service

Compression Schedule

<u>Y.O.S</u>	<u>Step</u>
< 6 months	Min/Start
6 mos-1 yr	1
1	2
2	7
3	8
4	9
5	11
6	12
7	14
8	16
9	17
10	19
11	20
12+	25



South Burlington Fire Department
575 Dorset Street
South Burlington, VT 05403

802-846-4110 FAX: 802-846-4125

SMOKING STATEMENT

Effective September 1, 1996, Article 17, Paragraph B of the South Burlington Career Firefighters Association Agreement states: "any employee hired on or after September 1, 1996, shall not engage in smoking cigarettes, cigars, pipes, using smokeless tobacco or any other tobacco products on or off duty."

I, the undersigned, have read and understand the above statement. I understand that when I am employed full-time with the City of South Burlington Fire Department the above will be effective upon my date of hire and shall be a condition of my employment with the City of South Burlington Fire Department.

Employee Name (Printed): _____

Employee Signature: _____

Date: _____

Witness Name (Printed): _____

Witness Signature: _____

Date: _____