

AGREEMENT
BETWEEN
THE TOWN OF BELMONT
AND THE
JOINT PUBLIC SAFETY DISPATCHERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1637

July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.	Recognition	1
2.	Rights and Responsibilities	1
3.	Non-Discrimination	2
4.	Dues Deductions	3
5.	Agency Service Fee	3
6.	No Strike Provision	3
7.	State and Federal Law	4
8.	Bulletin Boards	4
9.	Seniority	4
10.	Vacancies	4
11.	Promotions and Transfers	5
12.	Grievance Procedure	5
13.	Compensation	8
	➤ Direct Deposit	9
	➤ Night Shift Differential	9
	➤ EMD Differential	9
	➤ Communications Training Officer	10
	➤ Schooling	10
	➤ CPR/Defibrillation Stipend	11
	➤ Service in Higher Rank	11
14.	Overtime and Call Back	12
15.	Work Schedule	13
16.	Shift Swaps	13
17.	Holidays	15
18.	Annual Vacation Leave	16
19.	Sick Leave & Workers' Compensation	18
20.	Personal Leave	20
21.	Emergency Leave	20
22.	Life and Health Insurance	20
23.	Maternity Leave	21
24.	Military Leave	22
25.	Jury Leave & Court Time	22
26.	Funeral Leave	23
27.	Union Convention Leave	24
28.	Time Off for Union Business	24
29.	Clothing	25
30.	Sick Leave Bank	25
31.	Longevity	27
32.	Drug & Alcohol Testing	28
33.	Printing of Contract	39
34.	Saving Clause	39
35.	Waiver	39
36.	Duration of Agreement	39
37.	Amendments	40
	Attachment A	41
	Attachment B	38

PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into effective July 1, 2023 by and between the Select Board, acting for the Town of Belmont, a municipal corporate entity situated in Middlesex County, Commonwealth of Massachusetts (hereinafter sometimes referred to as the "Town") and IAFF, Local 1637, the Belmont Joint Public Safety Communications Dispatchers (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time Police and Fire Signal Alarm Operators employed by the Town's Joint Public Safety Communications Center (hereinafter "JPSC"), excluding however, the Operations Manager, the Supervisor of the JPSC, Assistant Police Chief, and the Police Chief. The Town agrees not to enter into any separate, individual or collective agreement with any member of the above-described unit without the written consent of the Union.

ARTICLE 2 **RIGHTS AND RESPONSIBILITIES**

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, Chapter 376 of the Acts of 2010, the Police Chief has the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction, and management of the JPSC employees covered by this Agreement. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives and

authority not expressly abridged or modified by the Agreement to the appropriate board, committee or officer of the Town.

2. Both parties recognize the right of the Union to represent and bargain collectively for the JPSC employees of the Town who are covered by this Agreement.

3. Both parties recognize that management officials of the Town shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the respective departments and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means, and personnel by which such operations are to be conducted. Subject to the provisions of this Agreement, the employer reserves and retains all the regular and customary rights and prerogatives of municipal management, including for example, the right to determine means, methods, and personnel by which its operations are to be conducted, to determine the mission of the JPSC and the methods and means necessary to fulfill that mission, and the taking of all necessary actions to carry out its mission in emergencies.

4. Both parties agree that it is their responsibility to abide by the terms of the Agreement for its duration.

ARTICLE 3

NON-DISCRIMINATION

Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not to become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 4
DUES DEDUCTION

1. The Town shall deduct Union dues from the pay of employees who are members of the Union in accordance with authorization cards supplied by the Union and signed by such employees. The Town shall forward the sums so deducted to the Treasurer of the Union each pay period.

2. The Union agrees to indemnify the Town for all liabilities or costs which it might incur under this Article.

ARTICLE 5
AGENCY SERVICE FEE

Persons covered by this Agreement who are not Union members may choose to voluntarily pay the Union an agency fee as authorized by Massachusetts General Laws Chapter 150E. The Union agrees to indemnify the Town against any financial liability to employees covered by this Agreement which the Town might incur in complying with this section.

ARTICLE 6
NO STRIKE PROVISION

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, or authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

2. Should any employee or group of employees covered by this Contract engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the written request of the Select Board, the

Union shall take all responsible means to induce employees to terminate the withholding of services and to return to work forthwith.

ARTICLE 7
STATE AND FEDERAL LAW

When applicable to employees covered by this Agreement, the Town and the Union shall recognize and adhere to all state and federal labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

ARTICLE 8
BULLETIN BOARDS

Employees covered by this Agreement may use appropriately designated bulletin boards for posting of notices relating to official Union business. It is agreed that no material of political or inflammatory nature will be posted.

ARTICLE 9
SENIORITY

Seniority shall be defined as the total length of service with the bargaining unit. Seniority within the bargaining unit shall be used but not limited to determine factors for the purpose of determining who receive priority for conflicts such as time off, benefits, shift bidding, transfers and force to work orders.

ARTICLE 10
VACANCIES

1. "Vacancy" is defined as an opening in a position covered by this Agreement which the Town determines to fill.
2. Notice of all such vacancies shall be given to the Union President or their designee, and shall be posted for ten (10) consecutive workdays on the designated bulletin boards prior to the

closing date for filing applications for said vacancy. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with the classification of the position, its title, current salary range and qualifications for the position. If, at the end of the posting period, no inside applicant is chosen by the Town, the vacancy can be advertised. Notwithstanding the above, the Town may advertise externally the position of Police and Fire Signal Alarm Operator concurrent with the ten-day posting period.

3. Nothing in this Article shall be construed to require the Town to fill a vacant position.

ARTICLE 11 **PROMOTIONS AND TRANSFERS**

In making permanent promotions and transfers to fill vacancies in positions covered by this Agreement, seniority of the applicants in the department in which the vacancy occurs shall be considered. The Town shall not, however, be bound to fill the vacancy with or award the promotion to the most senior applicant, but rather, shall choose the applicant most qualified for the position, in the sole judgment of management. Nothing in this Article shall be construed to mean that vacancies must be filled.

ARTICLE 12 **GRIEVANCE PROCEDURE**

1. (a) **Definition.** The term "grievance" shall be defined as disputes concerning the interpretation, application, or enforcement of this Agreement and more especially, but not limited to, wages, hours, and conditions of employment.

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- (b) **Time Limits.** All time limits herein shall consist of calendar days exclusive of Saturdays, Sundays and legal holidays. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement of parties involved in the grievance procedure.

2. Grievances shall be processed as follows:

Step 1. An employee may submit a grievance hereunder in writing to the Executive Board of the Union, which shall act as a Grievance Committee

Step 2. It shall be the responsibility of the Grievance Committee to determine the justification for the complaint.

Step 3. If the Grievance Committee determines the complaint to be justifiable, it shall, within ten (10) days from the occurrence of the event giving rise to the grievance or the grievant's knowledge thereof, whichever occurs later, submit said grievance in writing to the Operations Manager with the request for a meeting between the manager and representatives of the Grievance Committee within ten (10) days thereafter. The aggrieved employee and any other employee or witness involved in the complaint shall be present at the request of the Union or the Operations Manager.

Step 4. If the grievance cannot be resolved at Step 3 within ten (10) days after the hearing, the Grievance Committee shall then have five (5) days to submit the grievance to the Police Chief with the request for a meeting between the Police Chief and representatives of the Grievance Committee within ten (10) days thereafter. The aggrieved employee and any other employee or witness involved in the complaint shall be present at the request of the Union or the Police Chief.

Step 5. If the grievance cannot be resolved at Step 4 within ten (10) days after the hearing, the Grievance Committee shall then have five (5) days to submit the grievance to the Town Administrator in writing with the request for a meeting between the Town Administrator or designee and the representatives of the Grievance Committee.

The aggrieved employee and any other employee involved, including the Police Chief or Operations Manager shall be present at the request of the Union or the Town Administrator or

designee. The Town Administrator or designee shall set the joint meeting for not later than ten (10) days after receiving the request. Counsel may be present.

Step 6 In the event that the grievance cannot be resolved satisfactorily by the answer of the Town Administrator or designee, either party may, within fourteen (14) days after such answer, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. The arbitrator's decision shall be accepted by both parties as a fair and binding solution, provided, however, the arbitrator shall be without power to alter, amend, add to, or subtract from the express provisions of the Agreement.

3. (a) The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, and make copies available to the other party. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.

(b) A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

(c) Notwithstanding any other provisions of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of a grievance or arbitration hereunder unless the employee makes an election as authorized under General Laws Chapter 150E, Section 8. A grievance may be withdrawn by the employee initiating it or by the Union at any step of the proceedings.

ARTICLE 13

COMPENSATION

Weekly Salary

Members of the Union employed at the time of the execution of this agreement shall be compensated based upon Attachment A. Parties agree that when all Town unions agree to bi-weekly payroll this unit will be provided a 6 month notice of implementation of bi-weekly payroll. At that time all reference to weekly payments will be adjusted and calculated to bi-weekly payments. During the term of this Agreement, the following compensation plan shall be in effect for new employees.

The parties agree to a 2% base wage increase on July 1, 2023, additionally Step 1 will be dropped with one Step added at the end of the scale 3% higher than the previous step, a 2% base wage increase on July 1, 2024, and a 2% base wage increase on July 1, 2025 as follows:

FY24	STEP	HOURLY RATE	PERIOD	ANNUAL
	1	\$26.16	\$1,000.63	\$52,032.77
	2	\$27.13	\$1,037.76	\$53,963.43
	3	\$28.16	\$1,077.19	\$56,013.95
	4	\$29.22	\$1,117.81	\$58,126.01
	5	\$30.31	\$1,159.38	\$60,287.92
	6	\$31.44	\$1,202.51	\$62,530.45
	7	\$32.38	\$1,238.59	\$64,406.47
	Master	\$33.35	\$1,275.74	\$66,338.67

FY25	STEP	HOURLY RATE	PERIOD	ANNUAL
2% Cola	1	\$26.68	\$1,020.64	\$53,073.43
	2	\$27.67	\$1,058.51	\$55,042.69
	3	\$28.73	\$1,098.74	\$57,134.23
	4	\$29.81	\$1,140.16	\$59,288.53
	5	\$30.92	\$1,182.57	\$61,493.67
	6	\$32.07	\$1,226.56	\$63,781.06
	7	\$33.03	\$1,263.36	\$65,694.60
	Master	\$34.02	\$1,301.26	\$67,665.44

FY26	STEP	HOURLY RATE	PERIOD	ANNUAL
2% Cola	1	\$27.22	\$1,041.06	\$54,134.89
	2	\$28.23	\$1,079.68	\$56,143.55
	3	\$29.30	\$1,120.71	\$58,276.92
	4	\$30.40	\$1,162.97	\$60,474.30
	5	\$31.54	\$1,206.22	\$62,723.55
	6	\$32.71	\$1,251.09	\$65,056.68
	7	\$33.69	\$1,288.62	\$67,008.49
	Master	\$34.70	\$1,327.28	\$69,018.75

Master Dispatcher Step is achieved at 15 years of Service

Appointment of employees shall be made at the entrance rate. Upon a recommendation of

the Police Chief or the Operations Manager, the Town Administrator may approve the initial salary at a rate higher than the minimum rate in the salary range for the position, provided that any such appointment is based on the outstanding and unusual character of the employee's experience and ability over and above the minimum qualifications required for that position. No new employee will be brought in above step two (2) without agreement from the union. Step increases shall be granted at the rate of one step for each successive year of service.

All original appointments shall be subject to a probationary period of twelve (12) months service after appointment. At any time during the probationary period an employee may be transferred or dismissed by the Police Chief, if the employee's performance does not meet required work standards established in an objective performance evaluation process. The employee so transferred or dismissed shall have no right of appeal or hearing, and such termination shall not be subject to the grievance and arbitration provisions of Article XI herein.

Direct Deposit

Direct Deposit will be required of all employees covered under this Agreement.

Night Shift Differential

Police and Fire Signal Alarm Operators assigned to work nights shall receive a seven (7%) percent night shift differential. The night shift differential is to be computed by taking seven (7%) percent of the employees weekly base pay and multiplying that result by 79.3%, the ratio of night hours worked. Night shift differential shall be reflected in overtime pay but not in unpaid leave.

Emergency Medical Dispatcher Differential

The Town will pay all new employees who possess an EMD certification an annual stipend in the amount of \$850 (Eight Hundred Fifty Dollars). Upon successful completion of the probationary period, said annual stipend will increase to \$1,695 (One Thousand Six Hundred Ninety Five Dollars).

The Town will assume costs associated with attaining the initial EMD certification and the cost of any recertification fees.

The EMD differentials shall not be reflected in base pay for any purpose (including by way of example and not limitation, night shift differential, vacation pay, sick leave or unpaid leave.) except for overtime only.

Payment shall be conditioned upon continuous employment with the Town and successful completion of course requirements, including refresher courses needed to maintain certification, as evidenced by a certificate of successful completion presented to the Police Chief or the Operations Manager prior to payment each year.

The EMD differential shall be paid in equal weekly installments.

Communications Training Officer

Effective upon the execution of the contract by the parties, the Town will create the new assignment of Communications Training Officer for up to four Police and Fire Signal Alarm Operators who may be assigned at the discretion of the Police Chief to provide on the job training for new employees. When so directed, these Training Officers will each receive an annual stipend of \$1,000 to be paid weekly. The minimum qualifications for this assignment will consist of five years of dispatching experience on a full-time basis, with two years of experience dispatching in Belmont.

Schooling

Employees shall be eligible for reimbursement for tuition costs of certain job related courses. The Town will reimburse employees up to \$300 or 100% of the costs, whichever is less, for successfully completed courses directly related to public safety dispatching as determined by Police Chief or the Operations Manager.

CPR/Defibrillation Stipend

Employees shall be required to be certified bi-annually in CPR and the use of defibrillators.

The Town shall pay each employee certified in the use of the defibrillator the sum of \$450.00 annually, said sum to be paid in equal weekly installments and this stipend will be used to calculate the overtime rate.

The Town will provide continuing training consistent with state protocols for certification purposes. Each member must either participate in the training provided by the Town at the determined times or fulfill the requirements on his/her own time at his/her own expense.

Service in a Higher Rank

For absences of both the Operations Manager and Supervisor on paid leave greater than one (1) day in length, the Police Chief or the Operations Manager will appoint a member to serve as Supervisor in the absence of both the Operations Manager and Supervisor. That member shall receive an additional 7.5% differential on top of their daily salary for each shift worked in that capacity. In the event that the Supervisor is absent for a period of three weeks or more, a member shall be appointed by the Police Chief or the Operations Manager to serve as the Supervisor and shall be compensated at the entry level step of the Supervisor's grade for that period of time (retroactive to the first day). In the event that the Operations Manager and Supervisor are unable to respond to the Communications Center during a major incident (multiple alarm fires, prolonged police incidents, etc.), the senior Police and Fire Signal Alarm Operator assigned to the shift shall assume the role of an acting supervisor for the duration of said incident or until relieved by the Supervisor or Operations Manager. The senior Police and Fire Signal Alarm Operator shall receive an additional 7.5% differential on top of their hourly salary while serving in that capacity.

ARTICLE 14

OVERTIME AND CALL BACK

Employees who work beyond their regular tour of duty will be compensated at a rate of one and one-half ($1\frac{1}{2}$) times their regular hourly pay for each hour of overtime worked, to be pro-rated in one-half ($\frac{1}{2}$) hour increments. Employees who are called back to duty will be compensated for a minimum of four (4) hours of overtime, regardless of the actual hours worked. Employees who are held over for more than one-half hour will be compensated for a minimum of four (4) hours of overtime (including the first one-half hour), regardless of the actual hours worked. A Police and Fire Signal Alarm Operator may elect to receive compensatory time off in lieu of receiving cash overtime under the FLSA or collective bargaining agreement. However, the final decision will rest with the Police Chief, 9-1-1 Operations Manager or the Chief's designee, based on the needs of the Department. This compensatory time shall be accrued at the rate of one and one half times ($1\frac{1}{2}$) the time spent on overtime (e.g. eight (8) hours of work will yield twelve (12) hours of compensatory time). Compensatory time accrual will be capped at eight (8) days of work, equivalent to (7.5) days, based on the time and one half provisions, per Police and Fire Signal Alarm Operator. All compensatory time earned must be used no later than one year from the time said compensatory time was earned. Compensatory time will be guaranteed when taken in blocks of three days or more.

In the event of Anticipated Call Back (defined as an event foreseen in advance) the overtime rules shall be followed to determine members eligible to be called back to duty. In the event of Emergency Call Back (defined as an unforeseen emergency or event), the overtime rules need not be followed. The Operations Manager, Supervisor, or their designee, shall have the discretion to call back the first available member to duty who can report as soon as possible.

Prior to assigning a per diem dispatcher to cover an available shift, the right of first refusal will be granted to the full-time dispatchers except for instances where the Operations Manager's dispatch shifts need coverage. For absences of the Operations Manager (excluding obligations under Article 13, Compensation – Service in a Higher Rank), the per diem dispatchers will be granted the right of first refusal.

In no event shall the Town schedule penalty tours for the sole purpose of avoiding the payment of overtime.

The Town shall adopt a written set of rules governing the fair and equitable distribution of overtime. Prior to implementing any changes in the rules, the Town shall discuss the proposed changes in advance with the Union.

ARTICLE 15 **WORK SCHEDULE**

All Police and Fire Signal Alarm Operators shall work a rotating work schedule consisting of an average of 38.25 hours per week. The work schedule will follow a format that is mutually agreeable to the Town of Belmont and the union. The Town shall provide a minimum of fourteen days' notice prior to any changes in shift assignments.

In the event that two (2) twelve-hour tours of duty are put into effect, during an emergency situation, all service in excess of the original tour shall be deemed overtime.

ARTICLE 16 **SHIFT SWAPS**

Management may limit shift swaps during periods of mandatory training, such training to be defined as First Responder, CPR, or any other federally or state mandated training. Any swaps

during these periods must have approval of the Police Chief or the Operations Manager. In no event may an employee swap more than twelve weekday day shifts per year without approval of the Police Chief, the Operations Manager or Supervisor. Employees agreeing to work a shift swap for another employee are responsible for covering that shift.

Upon execution of the contract, the parties agree to the following rules regarding shift swaps in order to comply with the new PERAC rules:

- 1) All shift swaps will be documented in the daily roster in the Computer system used by the department to track attendance.
- 2) It is the responsibility of the Operations Manager or Supervisor to make sure all changes are recorded in the daily roster.
- 3) Members are expected to be ready for duty and be on time for said shift swap.
- 4) Members agreeing to work a shift swap for another member are responsible for coverage of that shift once the agreement is made.
- 5) All swaps will be paid back by the member that worked for him/her by the end of each calendar year or prior to retirement. Swaps that take place in November and December of that year must be paid back by April 1 of the following year or prior to retirement, whichever comes first.
- 6) It will be the members responsibility to plan ahead to make sure swaps are repaid during that calendar year. A form will be completed at the end of each year by all members stating that all swaps have been repaid and indicating the date of the swap and date worked in return. If a member has not repaid swaps by the time frames mentioned in this article, then that member will no longer be eligible for further

swaps until all swaps have been repaid.

- 7) The Town and the Union will agree on all forms to be used for shift swaps before they are implemented.

ARTICLE 17 **HOLIDAYS**

The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Memorial Day	Indigenous People's Day
Martin Luther King, Jr. Day	Juneteenth	Veteran's Day
President's Day	Independence Day	Thanksgiving Day
Patriot's Day	Labor Day	Christmas Day

Holiday pay shall be one-fifth (1/5) of the employee's weekly base pay, and shall be paid to each employee over and above members weekly salary. A Day will be defined as Day, First Half, and Last Half.

Any Police and Fire Signal Alarm Operator that signs up to work and accepts any extra shifts the fall on a "Super Holiday shifts" shall be compensated at two times the members pay.

"Super Holidays" shifts include:

New Years

December 31st First Half (3:30pm – 11:30pm)
December 31st Last Half (11:30pm – 07:30am)
January 1st Dayshift (07:30am – 3:30pm)

Memorial Day

Last Half Prior to Memorial Day (11:30pm – 07:30am)
Dayshift on Memorial Day (07:30 – 3:30pm)
First Half on Memorial Day (3:30pm – 11:30pm)

Independence Day

July 3rd Last Half (11:30pm – 07:30am)
July 4th Dayshift (07:30am – 3:30pm)
July 4th First Half (3:30pm – 11:30pm)

Thanksgiving

Last Half Prior to Thanksgiving Day (11:30pm – 07:30am)

Dayshift on Thanksgiving Day (07:30 – 3:30pm)

First Half on Thanksgiving Day (3:30pm – 11:30pm)

Christmas

December 24th First Half (3:30pm – 11:30pm)

December 24st Last Half (11:30pm – 07:30am)

December 25th Dayshift (07:30am – 3:30pm)

Any Police and Fire Signal Alarm Operator calling out sick on a “Super Holiday” the shifts listed above, shall forfeit their holiday pay for that day.

ARTICLE 18
ANNUAL VACATION LEAVE

1. How computed.

Employees shall receive the following vacation leave on January 1 of each year:

Up to five (5) years of service: Two (2) weeks annually

Five (5) or more years of service: Three (3) weeks annually

Twelve (12) or more years of service: Four (4) weeks annually

Twenty (20) or more years of service: Five (5) weeks annually

A week is considered to be five (5) days.

2. The time at which an employee takes annual leave shall be determined by the Police Chief or the Operations Manager with particular regard to the needs of the service and is not limited to any particular time of the year and with regard to the wishes of the employee. All vacation schedules must be arranged in advance with the consent of the Police Chief or the Operations Manager.

3. Members shall be precluded from taking vacation leave on more than one preferred holiday per year. Preferred Holiday Tours are defined below;

New Years

December 31st First Half (3:30pm – 11:30pm)

December 31st Last Half (11:30pm – 07:30am)

Independence Day

July 4th Dayshift (07:30am – 3:30pm)

July 4th First Half (3:30pm – 11:30pm)

Thanksgiving

Dayshift on Thanksgiving Day (07:30 – 3:30pm)

First Half on Thanksgiving Day (3:30pm – 11:30pm)

Christmas

December 24th First Half (3:30pm – 11:30pm)

December 24st Last Half (11:30pm – 07:30am)

December 25th Dayshift (07:30am – 3:30pm)

If a member makes a request to take more than one Preferred Holiday vacation tours per year, the Town shall make reasonable efforts to grant the vacation request, but in no event shall it be guaranteed.

4. Any employee leaving the municipal service shall be compensated for vacation leave earned and unused at the date of separation. The date of separation cannot be extended by use of vacation leave.

5. As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

6. Vacation leave shall not be taken in units of less than one-half (1/2) day.

7. A member requesting vacation leave shall submit a vacation request form in advance to the JPSC Operations Manager or designee and a copy to the Police Chief.

A. A member requesting up to three (3) or more single tours of vacation (referred to as a “Block”) must submit their vacation request form no less than fourteen (14) days in advance of the start of the first vacation tour shall have the block of vacation guaranteed. If the request is made less

than fourteen (14) days in advance of the start of the first vacation tour, the Town shall make reasonable efforts to grant the vacation request, but in no event shall it be guaranteed.

B. The Town and Union agree that in order to provide guaranteed vacation time, when enough members to do not accept voluntary overtime to fill the guaranteed vacation request, involuntary overtime will be used to fill these requests. The supervisor position all though in the union work schedule, shall not be made to work involuntary overtime for the purpose of guaranteed vacation requests. Members will not be made to work involuntary overtime for any of the supervisor's vacation requests.

C. The Town and Union agree that during blocks of vacation, only two (2) members will be allowed to take blocks of vacation during the same time, If a third member requests a block of vacation during this same time, the Town shall make every effort to fill the request, but it shall not be guaranteed.

8. Vacation hours accumulated by an employee shall not be allowed to exceed more than twice the annual number of hours an employee would earn annually.

9. Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off. Vacation leave shall continue to accumulate during a leave of absence with pay, or during an authorized leave of absence due to an injury occurring while on duty.

10. Time worked as a part-time or per diem employee, when immediately followed by full-time employment, shall be included in computing length of continuous service for vacation leave and longevity benefits.

ARTICLE 19

SICK LEAVE AND WORKERS COMPENSATION

1. Each full-time employee shall be granted 10 hours sick leave with pay for each month of full-time employment and will be allowed to continuously accrue credit for earned sick leave, up to a maximum of 200 days. Unused sick leave shall not be given as severance pay.

2. Sick leave shall not be considered as a privilege which an employee may use at the members discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or as otherwise permitted in this section. Except in emergency circumstances, sick leave will not be allowed unless the employee calls in sick not less than ninety (90) minutes before the start of their shift.

3. An employee may utilize sick leave benefits in the event of childbirth by his spouse, up to a limit of five (5) days, upon the approval of the Police Chief or the Operations Manager.

4. To receive compensation while absent on sick leave, the employee shall notify the immediate supervisor prior to the time set for beginning of the members daily duties. If an immediate supervisor is not on duty, the employee shall notify the Communications Center prior to the start of the shift assigned.

5. An employee using more than three (3) consecutive days of sick leave may be required to submit a physician's certificate, stating that their absence was medically necessary and that the employee is fit to return to duty.

6. In the case of incapacity because of injury sustained in the course of employment, employees will receive worker's compensation benefits and will receive supplementary compensation up to the amount of their regular rate until their sick leave credits are exhausted.

7. To the extent that an injured employee recovers damages from any party allegedly to have caused said injuries, the employee shall reimburse the Town for sums of money expended to

cover hospitalization, loss of pay, etc.

8. In extenuating circumstances where clear justification exists, an employee's sick leave benefits may be extended upon approval by the Police Chief.

9. An employee who uses fewer than five (5) sick leave days per year shall be allowed two (2) personal days off without loss of pay to be scheduled after reasonable notice to the Employer. Any employee who uses one or fewer sick leave days in a given year shall be allowed one (1) additional paid personal day off. Such days may be accumulated to the next year, but not thereafter. Personal days earned in this section shall be known as Sick Incentive Days, and the use of Sick Incentive Days shall be guaranteed when used in a three-day block. Such days may be accumulated to the next year, but not thereafter. An employee may elect to take one (1) or two (2) of such days in cash at the employee's current rate of pay then in force.

ARTICLE 20 **PERSONAL LEAVE**

1. Employees shall be entitled to two personal days without loss of pay subject to the operating needs of the department and the approval of the Police Chief or the Operations Manager. This day will not accumulate from year to year. Personal days may be taken in half day increments. Personal days will be guaranteed when taken in blocks of three days or more.

2. Floating Holiday. Employees shall be entitled to one 'floating holiday' day to be used between September 1 and January 1 of each year.

ARTICLE 21 **EMERGENCY LEAVE**

When an employee requests a sudden emergency leave and advises the Department of such, the Town shall assume responsibility of attaining a substitute. The substitution will be made with

the understanding that the absent employee will make up the time to the employee who fills in on account of the emergency (constituting a swap). It is understood that the Police Chief or the Operations Manager retains discretion as to the granting of emergency leave, but that said discretion will not be unreasonably withheld.

ARTICLE 22 **LIFE AND HEALTH INSURANCE**

The Town of Belmont agrees to pay 50% of the premium costs for the PPO plan. For those employees hired before January 1, 2016, the Town of Belmont will contribute 80% towards the HMO plan. For those employees hired on or after January 1, 2016, the Town of Belmont will contribute 75% towards the HMO plan.

ARTICLE 23 **MATERNITY LEAVE**

Maternity Leave shall be granted in accordance with the provisions of Massachusetts General Laws chapter 149, section 105D. Notwithstanding the foregoing, an unpaid leave of absence of up to twelve weeks will be granted to female employees who are absent from work for the purpose of giving birth or for adopting a child under three (3) years of age. The employee shall give at least thirty (30) days' written notice to the Police Chief or the Operations Manager of her anticipated date of departure and intention to return and will notify the Town promptly in writing if she decides not to return to work. An employee on maternity leave shall be entitled to use all of her accrued vacation benefits and any personal days accrued during the previous year during the period of such maternity leave. An employee on maternity leave, upon written request, shall be entitled to utilize accrued sick leave subject to the following conditions:

1. Accrued sick leave may only be utilized for that portion of the maternity leave in

which the employee was physically disabled from working.

2. The employee must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued sick leave.

Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working. For that period of her maternity leave during which an employee is disabled as described above, sick leave and vacation benefits will be accrued in accordance with the applicable provisions of this Agreement. Sick leave and vacation benefits do not accrue during the remainder of the maternity leave. Upon returning to work, an employee on maternity leave shall be restored to her previous, or a similar, position at the same salary step and with the same length of service credit, benefits and seniority as of the date of her leave. An employee maintains (except for those vacation and sick leave benefits which she uses in accordance with the provisions of this Article) but does not accrue seniority and other benefits during her maternity leave.

The Town shall not be required to restore an employee on Maternity Leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions during the period of maternity leave. Such an employee shall retain any recall rights she may have had as of the beginning of her Maternity Leave.

A physician's certificate of fitness may be required during the months prior to the start of the employee's Maternity Leave. Such a certificate may also be required before an employee returns to work.

In order to be eligible for Maternity Leave as described in this Article, an employee

must have completed her initial probationary period.

ARTICLE 24 **MILITARY LEAVE**

The Town shall provide military leave to members of the bargaining unit pursuant to the provisions of M.G.L c. 39, sec 59.

ARTICLE 25 **JURY LEAVE and COURT TIME**

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding the allowance for travel. This provision shall extend to a time period including eight (8) hours prior to or eight hours (8) after any scheduled jury appointment.

Any member of the unit who at any time, other than during a regular tour of duty, is required to attend any court proceeding in criminal or civil matters resulting from the members duties as an Police and Fire Signal Alarm Operator, either as a witness or in any other official capacity, shall be entitled to overtime compensation for every hour or fraction thereof during which the member was in such attendance or appearance, but in no event less than four (4) hours. A court proceeding shall include grand jury proceedings, pre-trial conferences, conferences with any representative of the offices of the District Attorney or related proceedings in criminal matters before any board or agency of the Town, The Commonwealth, or the Federal Government. Court time shall commence at 9 AM unless otherwise required by the overseer of such proceedings. Any member who is scheduled to work a day tour on the same day as a court appearance shall be granted the tour off, in lieu of overtime compensation. Any member who is scheduled to work the 'Last Half' tour prior to any

court appearance shall be granted that tour off, in lieu of overtime compensation.

ARTICLE 26

FUNERAL LEAVE

Employees shall be entitled to bereavement leave, without loss of straight time pay for normally scheduled work hours, as follows:

Section 1. For the death of a parent, spouse, child, stepchild, sibling, or any relative living within the employee's domicile, five (5) consecutive calendar days per occurrence shall be granted.

Section 2. For the death of a grandparent, grandchild, current stepparent, current father-in-law, current mother-in law, current son-in-law, current daughter-in-law, current sister-in-law, current brother-in-law (sister-in-law and brother-in-law is intended to mean the spouse of the employee's sibling or the sibling of the employee's spouse), three (3) consecutive calendar days per occurrence shall be granted.

Section 3. For the death of an employee's current relative other than those herein enumerated, one (1) day per occurrence shall be granted.

Section 4. For the death of an individual with a unique, family-like relationship to the employee, the Police Chief or his/her designee may grant bereavement leave from one (1) to five (5) days. Decisions regarding the granting of bereavement leave under this Section are at the sole discretion of the Police Chief or his/her designee and are not subject to grievance.

Section 5. Additional vacation or personal leave may be granted at the discretion of the Police Chief. Decisions regarding the granting of additional vacation or personal leave under this Section are at the sole discretion of the Police Chief and are not subject to grievance.

Section 6. The employer may, but is not required to, request proof of death, relationship and/or services.

ARTICLE 27
UNION CONVENTION LEAVE

The Town agrees to guarantee time off without loss of pay or benefits for one Elected Member to represent Local 1637 at the Professional Firefighters of Massachusetts Conventions, and the IAFF Convention. A second member will only be allowed to attend if their shift is filled and no members are forced to cover.

ARTICLE 28
TIME OFF FOR UNION BUSINESS

All employees covered by this Agreement who are officers of the Union, or who are appointed thereby as members of its collective bargaining negotiating team, shall be allowed time off for Union business for negotiations and conferences with representatives of the Town without loss of pay or benefits and without any requirement that time so expended be made up.

ARTICLE 29
CLOTHING

1. The parties agree there will no longer be a uniform maintenance allowance paid to employees effective July 1, 2022.
2. The Town shall provide all work uniforms, equipment and any other items the employee is required to wear and use (except undergarments, socks, shoes and personal items) upon successful completion of the training process. Any portion of the work uniform that is damaged in the performance of official job duties will be replaced by the Town. Employees should refer to the first issue uniform policy to understand what is provided. The policy will be available on DHQ

3. Employees shall wear the prescribed uniform while on duty, but not be required to wear the uniform while off-duty, traveling to and from work. Members not actually on duty will not use the uniform or any part thereof for the purpose of identifying themselves as members of the Department unless approved by the Police Chief or the Operations Manager.

ARTICLE 30 **SICK LEAVE BANK**

1) A Committee is established through the appointing authority of the President of Local 1637. Said Committee shall have the following composition: one (1) member of the Executive Board appointed by the President of Local 1637, two (2) members of the rank and file appointed by the President of Local 1637, and one (1) management representative appointed by the Police Chief.

2) The granting of additional sick time from said bank will not be arbitrary or capricious.

3) The amount of sick time in the bank will be determined by the voluntary donation of no more than two (2) sick days annually from any members wishing to do so. The sick bank shall have a minimum of sixteen (16) days and a maximum of one hundred (100) days.

4) Any sick leave donation to the bank will not be counted as sick time used for the purpose of calculating the sick leave incentive day.

5) Local 1637 Members who are employees of the Joint Public Safety Dispatch Communications Center that have contributed a minimum of one (1) day annually to the sick bank, unless the sick bank is at its maximum amount, shall be eligible to petition the Committee for consideration.

6) Sick days contributed by members to the sick bank will be added to the bank on the first day of the fiscal year. Local 1637 shall transmit the list of members making contributions and the

amount of the contributions to the Police Chief on the first day of the fiscal year. It shall be the responsibility of Local 1637 to account for all debits, credits, and the balance of the sick bank.

7) Any member seeking days from the sick bank must petition the Committee in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under the doctor's care and the severity and expected length of injury/illness. This medical information will be considered confidential and cannot be released to the membership by the committee.

8) A member of Local 1637 who petitions the Committee must have exhausted all of the members contractual time off such as but not limited to, accrued sick leave, vacation leave, etc., before petitioning additional sick time from the bank. Once all accrued time is exhausted, there shall be no waiting period to receive sick bank days.

9) The petition shall be judged on the following criteria only:

- a. The severity of the stated injury/illness
- b. The overall need of said member
- c. The member's attendance and employment records

10) The Committee shall not grant more than sixteen (16) shifts to a member at any one time. However, after sixteen (16) shifts have been exhausted, the member may re-petition the Committee provided an updated doctor's prognosis is filed with the petition. There will be no limit as to how many times a member may petition the Committee.

11) A concise written decision from the Committee shall be sent to the petitioner.

12) Each member is responsible for knowing their limit of sick days, vacation time and related time off. Members should petition the Committee in a timely fashion so as not to risk losing salary or benefits.

ARTICLE 31 **LONGEVITY**

All full time, permanent employees, covered by this agreement will be entitled to longevity pay, payable in equal weekly installments as follows:

From 5 through 9 years of service:	\$550
From 10 through 14 years of service:	\$650
From 15 through 19 years of service:	\$700
From 20 through 24 years of service:	\$1050
From 25 years of service or more:	\$1150

ARTICLE 32 **DRUG & ALCOHOL TESTING**

A. PURPOSE

The Town and the Union recognize that Police and Fire Signal Alarm Operators are safety sensitive positions and that the Belmont Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Police and Fire Signal Alarm Operators impaired on duty by drugs or alcohol create an unreasonable danger to their Police and Fire Signal Alarm Operators , police personnel, fire personnel, and to the public. In addition, on duty drug and alcohol abuse impairs the health, well-being and productivity of the police department and its employees.

B. PROHIBITED CONDUCT

1. The following conduct shall constitute an offense under this Article.
 - a. The use, transfer, manufacture, sale or unauthorized possession of any illegal/incapacitating drug when not related to the lawful performance of Police Department employee/dispatching duties.
 - b. The use or unauthorized possession of alcohol during working hours, or while using Town vehicles or facilities, and when not related to the lawful performance of Police Department employee/dispatching duties.
 - c. Driving while on duty under the influence of alcohol or illegal/incapacitating drugs.
 - d. Employees who record a blood alcohol level of less than 0.04 will be sent home on sick leave. Reporting to or staying at work with the metabolite of an illegal/incapacitating drug in the blood, with a blood alcohol level 0.04, or above or impaired by drugs or alcohol shall constitute a violation of this policy.

2. Any employee who is arrested for a drug-related offense or convicted of a drug-related crime, or charged with driving while intoxicated must notify the Chief or his/her designee within 24 hours or prior to reporting to duty whichever is shorter, irrespective of whether the conduct occurred during working time.

3. Any police department supervisor who becomes aware of any conduct prohibited under this section shall not permit the Police and Fire Signal Alarm Operator to perform assigned duties, and shall report such violations up the chain of command. Such Police and Fire Signal Alarm Operator may be placed on administrative leave for the interim.

C. PROHIBITED DRUGS

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

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

D. DRUG AND ALCOHOL TESTING

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

a. New Hires:

Each new employee will submit to a drug test as a condition of employment with the Town.

b. Reasonable Suspicion:

When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal/incapacitating drugs, the Town will direct the employee to report for a drug and/or alcohol test.

A determination of "reasonable suspicion" shall be made based on specific, contemporaneous, articulable observations such as the appearance, behavior, speech or body odors of an employee when two (2) or more trained supervisors (Captain, Acting Captain, Lieutenant, Officer in Charge, Public Safety Operations Manager, Supervisor of Communications) or the Police Chief or Assistant Police

Chief observes said behavior. In those instances when the behavior is observed by two supervisors, both supervisors will complete and sign an Observed Behavior Reasonable Suspicion Record which will be included in the employee's drug testing record and not the employee's personnel file. See attached. This Record will be provided within a reasonable time frame to the employee and a union representative. The employee and union shall have an opportunity to challenge the basis of the order prior to the Police Chief and prior to any samples being tested or released to the Town (the collection of the sample may occur prior to challenge being presented or resolved by the Police Chief or his/her designee). Such challenge shall not waive the right of the Police Department employee or Union to contest probable cause finding in an arbitration or other proceeding.

The Town will provide annual reasonable suspicion training to the Public Safety Operations Manager and the Public Safety Supervisor.

Upon implementation of this agreement, reasonable suspicion training for all Emergency Communications personnel will consist of a two (2) hour training. Training will include both the legal standard of "reasonable suspicion" and medical indication of impairment/use of controlled substances.

The Town will provide periodic refresher training for all Emergency Communications personnel that will be conducted on duty and not eligible for overtime compensation. Training will be offered once a year for new hires, for those Police and Fire Signal Alarm Operator not previously trained or for newly promoted command staff.

c. Post-Incident:

Any employee involved in an accident or incident on the job or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, either of which results in serious injury or serious property damage, including, but not limited to a major vehicle accident, substantial property damage, and significant personal injury, may be directed by the Town to submit to a drug and/or alcohol test.

d. Follow-up Testing:

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than 2 years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for use of illegal/incapacitating drugs and/or alcohol while on duty. The determination for follow up testing will be at the sole discretion of the Police Chief or his/her designee.

e. Failure to Submit to Testing:

As part of the alcohol and drug rule, an Police and Fire Signal Alarm Operator must submit to alcohol and drug testing allowed under this Article. A refusal to be tested shall be treated as a positive result. Refusal to test is considered to be any time an Emergency Communications employee either fails to provide enough breath for alcohol testing or enough urine for controlled substances testing without a valid medical reason after being notified of the testing requirements, or if an Emergency Communications employee clearly obstructs or refuses to cooperate in the testing process. An Emergency Communications employee who leaves work for illness or another reason after receiving notice that s/he is to be tested , but prior to being tested, will be deemed a refusal to be tested, except for extraordinary reasons of personal or family emergency that can be documented.

2. Alcohol Testing Procedures:

The Town may direct the employee on duty to report to the testing laboratory for a blood or breathalyzer test as allowed under this Article. The employee has a right to be accompanied by a union representative for this test, however, testing will not be unreasonably delayed if a representative is not immediately available.

The employee will be taken to the testing laboratory by the Public Safety Operations Manager or Supervisor of Communications. In the event that the Public Safety Operations Manager or the Supervisor of Communication is unavailable, the officer in charge will transport the employee to the testing laboratory.

Alcohol testing shall be done with a breathalyzer in all cases except when the employee is unable to perform a breathalyzer test (i.e., vehicle accident, unconsciousness). No testing will be conducted without the employee's consent. A refusal to be tested shall be treated as a positive result. Testing shall be conducted pursuant to valid methods sufficient to be admissible in court.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed in writing to report at a specified time to a testing laboratory certified by the U.S. Department of Health and Human Services (HHS). All testing will be conducted pursuant to regulations issued by the HHS for federal employees. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with HHS regulations and the procedures established by the testing laboratory, including but not limited to, proper sealing and labeling of sample, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture

identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test. Such information will not be shared with the Town unless the employee tests positive. When a sample is taken it is split, in accordance with the testing laboratory's standard procedure. One sample is tested and the other is preserved. The employee has a right to have the second sample sent to a different lab for testing. The Medical Review Officer from the testing laboratory shall inform the Emergency Communications employee of a right to have the split sample tested by a different laboratory. If the Emergency Communications employee requests test of the split sample, the result(s) will not be relied upon unless and until the MRO verifies the split sample as positive for the same substance. The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government, to be reviewed annually by the Town and the Union.

b. Processing:

Urine samples will be screened initially by an Immunoassay or industry-standard screening test approved by the Department of Health & Human Services, with positive results confirmed by Gas Chromatography/Mass Spectrometry or an industry-standard confirmatory test approved by the Department of Health & Human Services. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples only for the presence of substances included in Schedules I – III, including but not limited to marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or alcohol or positive for drugs or alcohol. The results of the drug or alcohol test will be maintained in a locked location separate from an employee's personnel or medical record. Testing results will be held in the strictest confidence by the Police Chief or his/her designee and will not be disseminated except on a "need to know" basis, to the Town Administrator, Police Chief, HR Director, or counsel to such officials, or as otherwise compelled by law.

d. Specific to Positive Results:

Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer may require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test

will be reported to the Town as “negative”. The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

e. Testing Laboratory:

The testing laboratory shall be selected by the Town, and shall be certified by the U.S. Department of Health and Human Services. The Town will notify the Union of the laboratory selected.

f. Chain of Custody:

The parties understand that the testing laboratory will fully maintain the chain of custody of samples and thereby ensure the integrity of the samples.

E. SEARCHES

The Town has the right to search for alcohol or drugs on Town owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

F. ENFORCEMENT

1. Any employee who violates this Article will ordinarily be subject to discipline up to and including discharge.
2. In the case of a first offense involving the abuse of alcohol (between 0.04 and 0.08 blood alcohol level), the Emergency Communications employee shall be placed on administrative leave until cleared to return to work.
3. In the case of the first offense involving the abuse of alcohol (0.08 blood alcohol level or higher) or validly obtained prescription drugs, the employee will be suspended without pay for 5 calendar days, absent evidence of actual or likely impairment on the job. A written warning placed in the employee's personnel folder and after the one year anniversary of the date, if no further violations occur, it will not be used against the employee for personnel action. In the case of a second offense, absent evidence of actual or likely impairment on the job, the employee may be suspended without pay for up to 30 calendar days. A third offense shall result in termination.
4. In the case of a first offense involving illegal/incapacitating drugs, the employee may be suspended without pay up to 20 calendar days. A second offense shall result in termination.
5. For non-terminal offenses identified above, the Police Chief or his/her designee may require that employee be required to meet the following conditions as a condition of employment:
 - a. The employee will be screened and evaluated for substance abuse by a substance

abuse professional (“SAP”) designated by the Town’s Employee Assistance Program.

- b. Upon screening and evaluation, the SAP will communicate only the SAP’s treatment recommendations for treatment to the Town. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town limited to the employee’s compliance with attendance requirements and treatment plans.
- c. The recommended treatment plan will be set forth in writing, and shall include reasonable number of follow-up tests within a set period of time, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan, provided that any such requirements do not contradict any other aspect of this policy.
- d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee’s incapacity to perform the essential functions of the job, shall be unpaid, unless the employee uses paid leave available to him or her, except where the leave runs concurrently with a disciplinary suspension.
- e. Failure to abide by the material conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge, subject to rights of appeal under contract or law.
- f. Random, unscheduled testing of employee on duty for a period of up to two years.

G. SELF-REPORTING, ABUSE OF ALCOHOL AND VALIDLY OBTAINED PRESCRIPTION DRUGS

Employees, who voluntarily seek substance abuse treatment of alcohol, validly obtained prescription drugs and disclose this in writing to the Chief prior to being identified as being in violation of this policy through other means, will not be subject to discipline and shall be required to meet the conditions outlined in section D(3)(a-f). A self-reporting individual who violates conditions in section D(3)(a-f) and/or tests positive shall be treated as a first-time offender. Self-reporting for purposes of being treated as a first-time offender will be limited to three occurrences.

H. SELF-REPORTING, ABUSE OF PROHIBITED DRUGS, AS DEFINED IN SECTION C

Employees, who voluntarily seek substance abuse treatment of prohibited drugs as defined under Section C Prohibited Drugs, and disclose this to a medical professional or the Chief prior to being identified as being in violation of this policy through other means, shall be required to meet the conditions outlined in section D(3)(a-f). The safe harbor clause in section 2 above shall also be available for first offenses involving violations of this policy

with respect to other controlled substances under the following conditions and limitations:

- a. The safe harbor will not apply in cases where an employee has previously committed a first offense violation of this policy with respect to the abuse of alcohol or of validly obtained prescription drugs.
- b. The safe harbor shall apply only one time with respect to prohibited drugs as defined in Section C.
- c. The safe harbor will only apply if the employee voluntarily seeks substance abuse treatment, and reports his/her abuse or addiction to the Chief and a medical professional, prior to being identified as being in violation of this policy through other means.

I. EMPLOYEE ASSISTANCE PROGRAM

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments). The foregoing confidentiality provision shall not prevent the Town from receiving the results of any testing specified under Section D above.

Town of Belmont
OBSERVED BEHAVIOR REASONABLE SUSPICION RECORD

Employee Name	Date Observed
Location	Time Observed: From To

Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances.

☐ Employee is reporting for duty

☐ Employee is already on duty

OBSERVED PERSONAL BEHAVIOR (CHECK ALL APPROPRIATE ITEMS)			
BREATH: (Odor of Alcoholic Beverage)	☐ STRONG ☐ NONE	☐ FAINT	☐ MODERATE ☐ MARIJUANA ODOR
EYES:	☐ BLOODSHOT ☐ CLEAR ☐ DILATED PUPILS	☐ GLASSY ☐ HEAVY EYELIDS	☐ NORMAL ☐ FIXED PUPILS
SPEECH:	☐ CONFUSED ☐ ACCENT ☐ SLURRED ☐ INCOHERENT	☐ STUTTERED ☐ MUMBLED ☐ GOOD ☐ WHISPERING	☐ SHOUTING ☐ SLOW
ATTITUDE:	☐ EXCITED ☐ INDIFFERENT ☐ ERRATIC ☐ COOPERATIVE	☐ COMBATIVE ☐ TALKATIVE ☐ COCKY ☐ PROFANE	☐ HILARIOUS ☐ INSULTING ☐ SLEEPY ☐ POLITE
UNUSUAL ACTION	☐ HICCUPPING ☐ FIGHTING ☐ OTHER	☐ BELCHING ☐ CRYING	☐ VOMITING ☐ LAUGHING
BALANCE	☐ FALLING ☐ SWAYING	☐ NEEDS SUPPORT ☐ OTHER	☐ WOBBLING
WALKING	☐ FALLING ☐ SWAYING	☐ STAGGERING ☐ UNABLE TO STAND	☐ STUMBLING ☐ RIGID
APPEARANCE/CLOTHING	☐ DISHEVELED ☐ HAVING ODOR	☐ MESSY ☐ STAINS ON CLOTHING	☐ DIRTY ☐ PARTIALLY DRESSED
EATING/CHEWING	☐ GUM ☐ OTHER	☐ CANDY ☐	☐ TOBACCO
ANY OTHER UNUSUAL ACTIONS OR STATEMENTS:			
SIGNS OR COMPLAINTS OF ILLNESS OR INJURY:			

Did employee admit to using drugs or alcohol? ☐ Yes ☐ No _____
What Substance

When _____ How Much _____ Where Taken _____
Reasonable Suspicion Test Performed ☐ Yes ☐ No Date ____/____/____ Time ____

Clinic _____

Reasonable Suspicion Test Refused ☐ Yes ☐ No Date ____/____/____ Time ____

Signature of Supervisor _____ Date ____/____/____ Time ____

**Belmont Police Department
Attachment B
Physical Form
Town's Physician**

Date: _____

On the date indicated above _____, who is an Police and Fire Signal Alarm Operator, in the Town of Belmont Police Department was examined and had a full physical exam including; urinalysis, CBC, and comprehensive blood testing.

I have reviewed the physical requirement of the position and the patient identified above is fit to perform the duties of a Police and Fire Signal Alarm Operator. .

Printed Name of Physician: _____

Physician's Signature: _____

Physician's Address: _____

Physician's Phone Number: _____

ARTICLE 33
PRINTING OF CONTRACT

The Town will be responsible for printing and supplying a number of copies of the Agreement equal to no less than one-half of the bargaining unit membership.

ARTICLE 34
SAVING CLAUSE

1. If any provision of the Agreement shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

2. In the event that any provision of this Agreement shall be found to be contrary to law, all other provisions of this Agreement shall remain in effect.

ARTICLE 35
ESSENTIAL EMPLOYEE

In recognition for being an Essential Worker, a designated employee that is required to work during all Town, State, and Federal closures in order to meet operational requirements. Members covered by this agreement shall receive an annual stipend of \$750 to be paid in the payroll that includes June 1st.

ARTICLE 36
MEAL BREAK

The Town and the Union agree that for employees in JPSC the current practice for meal breaks shall remain in effect for all current and new employees.

ARTICLE 37
WAIVER

The failure of the Town or the Union to insist in any one or more incidences upon

performance of any of the provisions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or Union of future performance of any such provisions and the obligations of the Town or the Union to such performance shall continue in full force and effect.

ARTICLE 38
DURATION OF AGREEMENT

This Agreement shall govern the parties until June 30, 2026, but will be considered to have been automatically renewed from year to year thereafter, except for negotiations annually as to work hours and wages, such negotiations to be conducted and concluded by June 30 of the then current year. However, if either party wishes to otherwise amend, alter, change, or add to this Agreement, notice of such intention shall be given in writing to the other at least one hundred and twenty (120) days before said June 30. If the subject matter is not negotiated to the satisfaction of both parties by six months following June 30, either party may terminate this Agreement at that time, unless mutually extended upon a request of either party to continue negotiations.

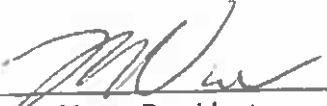
ARTICLE 39
AMENDMENTS

1. No agreement, understanding, alteration, or variation of this Agreement or the terms or provisions contained herein shall bind the parties hereto, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto, as first above designated, have caused this Agreement to be executed in triplicate as a sealed instrument this _____ day of March, 2024.

Joint Public Safety Dispatchers
I.A.F.F. Local 1637

Town of Belmont


Ross Vona, President

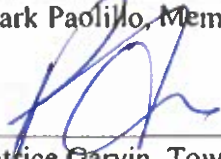

Roy Epstein, Chair


James Riccio


Elizabeth Hoff, Vice Chair


Date


Mark Paolillo, Member


Patrice Garvin, Town Administrator


Date

Attachment A

A stipend shall be established to redress a perceived inequity created by the implementation of the DMG classification and compensation study. This Equity Stipend agreement shall become void as of June 30, 2009. However, two employees - Thomas O'Brien and David Jones who were red circled and therefore not eligible to receive the general wage increase in the first year of this agreement will receive an annual Health Insurance Adjustment stipend of \$1,800 per year (HMO family plan adjustment) to be paid on a weekly basis. This stipend will continue as long as they are continuously employed by the Town and remain enrolled in insurance. The purpose of this stipend is to make them whole for the reduction in the Town's share of the HMO contribution from 90% to 80% and the PPO from 80% to 75%. Should either of these employees change enrollment from a family plan to a single plan, the amount of the annual stipend will decrease to \$700.