

AGREEMENT
BETWEEN
THE TOWN OF BELMONT
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1637

JULY 1, 2022 TO JUNE 30, 2025

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WHEREAS, the Select Board, acting for the Town of Belmont, a municipal corporate entity situated in Middlesex County, Commonwealth of Massachusetts, in dealing with employees of the Fire Department, have negotiated a contract under the provisions of General Laws, Chapter 150E, with Belmont Fire Fighters, Local 1637 in accordance with the town wide employment practices of all departments of the Town wherever the same are applicable, and

WHEREAS, a majority of the uniformed employees of said Fire Department have elected Belmont Fire Fighters, Local 1637, International Association of Fire Fighters, as their representatives in accordance with the provisions of Chapter 150E of the General Laws to bargain collectively on matters of wages, hours and other conditions of employment.

NOW, THEREFORE said Town of Belmont, hereinafter referred to as the Town, agrees with the said Local 1637, hereinafter referred to as the Union, as follows:

ARTICLE 1
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed employees of the Belmont Fire Department, excluding, however, the Chief of the Department and the Assistant Fire Chief. The Town agrees not to enter into any separate, individual or collective agreement with any member of the above-described group of the Fire Department without the written consent of the Union.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES

Both parties recognize that under the laws of the Commonwealth of Massachusetts, the Select Board and the Chief of the Fire Department have the exclusive right, responsibility and final authority for establishing the policies for the control, direction, and management of the Fire Department. 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 this Agreement to the Town, further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

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 the means, methods, and personnel by which its operations are to be conducted, to determine the mission of the Fire Department and the methods and means necessary

to fulfill that mission, and the taking of all necessary actions to carry out its mission in emergencies.

If any action is taken under this Article which is in conflict with this Agreement, the Agreement shall prevail.

ARTICLE 3
DEFINITION OF DAY, TOUR AND SHIFT

It is understood that references to a day or tour in this Agreement refer to a twenty-four hour regular assignment of consecutive duty for employees assigned to fire suppression duties and to a ten hour workday, commencing at 0730 and ending at 1730, for employees assigned to staff duties.

A shift shall be defined as a ten hour period, from 0730 to 1730, or a fourteen hour period, from 1730 to 0730.

ARTICLE 4
NO DISCRIMINATION

The Town agrees that it will not discharge nor in any way discriminate against any employee covered by this Agreement solely because of membership or activity in the Union. The Union agrees that it will not in any way discriminate against any employee covered by this Agreement solely because he is not a member of the Union.

ARTICLE 5
NO STRIKE PROVISION

The Union on its own behalf and on the behalf of each of its employees that it represents, hereby agrees and covenants that it will not at any time either during the term of this Agreement or thereafter during negotiations for a new Agreement or impasse procedures, authorize, approve, participate, or in any way encourage any strike, work stoppage, slowdown, or the withholding of services including paid extra-hour service, from the Town.

ARTICLE 6
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, conferences with representatives of the Town or with the Chief of the Department without loss of pay or benefits and without any requirement that time so

expended be made up. No more than two (2) members per day will be allowed time off under this article.

ARTICLE 7
DUES DEDUCTION

The Town shall deduct Union dues and/or assessments from the pay of members of the Union in accordance with authorization cards supplied by the Union and signed by such members. The Town shall forward the sums so deducted to the Treasurer of the Union each month. The Union agrees to indemnify the Town against any liability which the Town might incur in complying with this Article.

ARTICLE 8
AGENCY SERVICE FEE

Persons covered by this Agreement who are not Union members may pay the Union an agency fee as authorized by Section 17G of 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 9
CIVIL SERVICE

Where applicable to the employees hereunder, the Town and the Union agrees that they will recognize and adhere to all civil service and state and federal labor laws, rules, and regulations relative to seniority, promotions, transfers, discharges, removals, and suspensions. It is understood and agreed that the Union shall have the right to represent any employee covered by this Agreement in any Civil Service or Retirement Board hearing or proceeding, if requested to do so by the employee.

Employees assigned to a recruit academy after their one-year probation shall successfully complete the academy as a condition of continued employment. If more than one year has elapsed since an employee has had a medical physical exam and a Human Resources Division Physical and Agility Test, the employees shall be responsible to successfully complete those or any other requirements as placed on a recruit prior to entering an academy, at the Town's expense. Those employees hired from a preferential Civil Service paramedic list must maintain this certification for their length of employment with the Town.

If an employee with less than five years of service requests a lateral transfer to another fire department, that employee shall be responsible to reimburse the Town for the actual cost of training or previous reimbursement compensation the Town has incurred. The items to be reimbursed to the Town shall include EMT schooling (books and tuition), education payments (books and tuition), and any costs, not related to overtime, for any special schooling.

ARTICLE 10
RESIDENCY

Per M.G.L. Chapter 31 Section 58, any fire fighter who wishes to serve on the Belmont Fire Department will be required to live within 15 miles of Belmont’s borders which includes the following municipalities:

Acton	Concord	Marblehead	Norwood	Tewksbury
Andover	Danvers	Marlboro	Peabody	Wakefield
Arlington	Dedham	Maynard	Quincy	Walpole
Ashland	Dover	Medfield	Randolph	Waltham
Bedford	Everett	Medford	Reading	Watertown
Belmont	Framingham	Melrose	Revere	Wayland
Billerica	Hingham	Middleton	Salem	Wellesley
Boston	Hudson	Millis	Saugus	Westford
Boxborough	Hull	Milton	Sharon	Weston
Braintree	Lexington	Nahant	Sherborn	Westwood
Brookline	Lincoln	Natick	Somerville	Weymouth
Burlington	Littleton	Needham	Stoneham	Wilmington
Cambridge	Lowell	Newton	Stow	Winchester
Canton	Lynn	North Andover	Sudbury	Winthrop
Carlisle	Lynnfield	North Reading	Swampscott	Woburn
Chelmsford				
Chelsea				

ARTICLE 11
PROMOTIONS & PROMOTIONAL EXAMS

All permanent promotions within the Fire Department up to and including the rank of Deputy Chief shall be made by the Town only after competitive examinations given by the Division of Civil Service of the Commonwealth of Massachusetts and in accordance with all applicable statutes, rules and regulations. The Town may use an Assessment Center, approved by Civil Service, as part of the Departmental promotional process.

ARTICLE 12
PROTECTIVE CLOTHING, UNIFORMS AND WORK CLOTHES

The Town shall continue to provide the original issue of dress and work uniforms to new employees. The Town shall provide new uniforms or alterations to an employee's existing uniforms (limited to the number issued as "original issue") as required to meet the General Order concerning work and dress uniforms upon promotion of an employee to a higher rank. It shall be the employee's responsibility to maintain their dress and work uniforms.

The Town shall continue to supply, maintain, and replace as needed all parts of turnout gear and protective equipment including work gloves. The Chief shall meet with employees of the Union's Safety Committee to receive their input on decisions regarding the ordering of turnout gear and protective equipment.

It is understood that final decisions concerning these matters rest with the Chief. Employees shall be responsible for total care of protective equipment issued. Any such equipment lost or destroyed by the employee's carelessness shall be replaced at the employee's expense.

ARTICLE 13
DRESS UNIFORMS

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. Employees not actually on duty will not use the uniform or any part thereof for the purpose of identifying themselves as employees of the Department unless approved by the Chief of the Department. The prescribed uniform will be as outlined in a General Order concerning work and dress uniforms. Changes to the prescribed uniform will be made after discussion with the union.

A Class "A" uniform will be maintained by all employees to be worn for certain details as prescribed by the Chief of the Department. All personnel will stand inspection in Class "A" uniform the last week in May and the first week in November of each year. Any employee not reporting for duty during this period will stand inspection their first tour of duty that they return.

ARTICLE 14
GRIEVANCE PROCEDURE

Grievances shall involve only questions as to whether the Town is complying with the express provisions of this Agreement and shall be settled in the following manner: for the purpose of this article the term "day" shall mean a business day when the Town of Belmont Select Board's Office is open to the public. Notifications to the Fire Department or the Town must be made during normal business hours as posted at specific locations receiving the notification. Notifications received outside of the normal business hours shall be accepted and received the next business day. Time periods included as part of this Article up through Step 4 shall be extended or waived by the parties upon mutual written consent of both parties.

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 fifteen (15) 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 Chief of the Department with the request for a meeting between the 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 Chief. The Chief shall have ten (10) days after the conclusion of the meeting to render a decision.

Step 4. If the grievance cannot be resolved at Step 3, within ten (10) days of a decision being rendered or the passage of the decision period, whichever occurs first, the Grievance Committee shall then submit the grievance to the Town Administrator in writing with the request for a meeting between the Town Administrator and/or his/her designee and the representatives of the Grievance Committee.

The aggrieved employee and any other employee involved, including the Chief, shall be present at the request of the Union or the Town Administrator. The Town Administrator, or his/her

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

Step 5. In the event that the grievance cannot be resolved satisfactorily within fourteen (14) days after such meeting at Step 4, the Union may submit the grievance to arbitration.

The arbitrators shall be the State Board of Conciliation and Arbitration or a private arbitrator selected from a list supplied by the Federal Mediation and Conciliation Service or anyone mutually agreeable to the parties.

The fee and expenses of arbitration shall be equally shared by both parties. The Arbitrator's decision shall be accepted by both parties as a fair and binding solution

Any question concerning discipline, including discharge of an employee who has completed one (1) year of service shall be determined on the basis of whether just cause existed for the Town's action.

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 employees initiating it or by the Union at any step of the proceedings.

ARTICLE 15 **COMPENSATION PLANS**

Effective July 1, 2022 through June 30, 2025, the weekly pay for each classification shall be as follows:

July 1, 2022

FY23 - 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Senior Step*
Firefighter	\$992.16	\$1,041.77	\$1,093.86	\$1,148.55	\$1,205.98	\$1,266.28	\$1,304.26
Lieutenant	\$1,468.88	\$1,534.98	\$1,604.05				\$1,652.17
Captain	\$1,828.62	\$1,908.82					\$1,966.09

July 1, 2023

FY24 - 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Senior Step*
Firefighter	\$1,012.00	\$1,062.60	\$1,115.73	\$1,171.52	\$1,230.10	\$1,291.60	\$1,330.35
Lieutenant	\$1,498.26	\$1,565.68	\$1,636.13				\$1,685.22
Captain	\$1,865.19	\$1,947.00					\$2,005.41

July 1, 2024

FY25 - 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Senior Step*
Firefighter	\$1,032.24	\$1,083.86	\$1,138.05	\$1,194.95	\$1,254.70	\$1,317.43	\$1,356.96
Lieutenant	\$1,528.22	\$1,596.99	\$1,668.86				\$1,718.92
Captain	\$1,902.50	\$1,985.94					\$2,045.52

The above salaries include a 16 percent differential between the top step of a firefighter and first step Lieutenant, and a 19 percent differential between top step Lieutenant and top step Captain. The Senior Member Step is not utilized as a benchmark for purposes of calculating any stipends or differentials between ranks.

Upon employment and/or promotion, the employee shall start at Step 1 of the Plan, and progress to the next highest step on the anniversary date of hire or promotion. Progression through the step plan (with the exception of the Senior Step) shall take place on the anniversary date of an employee's date of hire or promotion to a higher grade.

An employee's service shall be deemed to commence on the date of his/her appointment as a regular employee of the Department.

The parties agree to switch from weekly pay to bi-weekly pay once all Town unions agree. When this condition is met, the Town will notify Local 1637 of when the change will be implemented with as much advance notice as practicable.

Senior Step. The Senior Step shall be awarded under the following parameters:

- Step is achieved for a Firefighter with twenty (20) years of total service in the Belmont Fire Department, who also possess Firefighter I/II certification.
- Step is achieved for a Lieutenant or Captain with twenty (20) years of total service in the Belmont Fire Department, with a minimum of ten (10) years of

service at the rank of Lieutenant or Captain, who also possess Firefighter I/II, and Fire Officer I certification.

- Firefighters who have achieved the Senior Step who are then promoted to Lieutenant, will be placed at Step 2 of the Lieutenant scale. They will then be eligible for the Lieutenant Senior Step upon completion of ten (10) years of service at the rank of Lieutenant or Captain
- Eligible members must also use less than 130 hours of sick leave in the 12 month period prior to eligibility for this step. Once step is achieved, eligible members must continue to utilize less than 130 hours of sick leave each year. Those who exceed the threshold of allowable sick leave usage will be returned to top step for the following year. Documented, qualified and approved Family Medical Leave absences do not count towards the sick leave usage threshold.
- A member requesting placement at the Senior Member Step shall submit their request in writing to the Chief of the Department indicating they have met the requirement for qualification as outlined under this section. Once requirements are verified, the pay rate will become effective the day of the request or upon the date of submission of all required information, whichever is later.

Direct Deposit. Direct payroll deposit will be required of all new hires. Those currently employed who have direct deposit will be required to maintain direct payroll deposit and the three employees who do not use direct deposit as of May, 2011 will be exempt from this provision.

Day Staff Stipend. Employees assigned to day shift staff positions shall receive an annualized amount as outlined below, paid in equal weekly amounts.

Lieutenant: \$3,500

Captain: \$4,500

NFIRS Stipend. An NFIRS Computer Compliance Position shall be established with an annual stipend of one thousand (\$1,000.00) dollars. The stipend will be paid in equal weekly amounts.

Supply Manager Stipend. A member assigned to the duties of Supply Manager will receive an annual amount of \$1,000, paid in equal weekly amounts.

Hazardous Materials Stipend. Employees covered by this agreement shall be compensated for responsibilities and related training associated with response for hazardous materials including, but not limited to, biological, chemical and radiological materials and explosive devices. During the first year of service an employee will receive an annualized stipend in the amount of six hundred forty-five dollars (\$645.00). Subsequent to the first year of service

an employee will receive an annualized stipend in the amount of one thousand six hundred ninety-five dollars (\$1,695.00) paid in equal weekly amounts.

Night Shift Differential. Employees covered by this Agreement shall receive a two percent (2%) weekly night shift differential. The night shift differential is to be computed by taking two percent (2%) of the employee’s weekly base pay and multiplying the results by 28/48ths. Night shift differential shall not be reflected in overtime pay or unpaid leave.

EMS Compensation.

Emergency Medical Technicians. the Town will pay an annual differential equal to 7.5% of the “Step 6 Firefighter” base pay rate to each employee holding a Basic Emergency Medical Technician (E.M.T.) certificate, inclusive of defibrillation and medication distribution certifications and assisting in the delivery of Advance Life Support services. (The rate was raised from 6% to 7.5% effective July 1, 2021). Effective July 1, 2022, the Town will increase the annual E.M.T. differential to 9%. Effective July 1, 2023, the Town will increase the annual E.M.T. differential to 10%. Effective July 1, 2024, the Town will increase the annual E.M.T. differential to 11%.

Advanced Life Support: During the continued operation of the Town’s Advance Life Support (A.L.S.) services, the Town will pay an annual differential equal to 11.0% of the “Step 6 Firefighter” base pay rate to each member, who is a Massachusetts Licensed Paramedic, authorized to practice by the Department’s Medical Director, and who is willing to take assignment on any Department’s A.L.S. ambulances, inclusive of E.M.T., defibrillation and medication distribution certifications. (The rate was raised from 9.5% to 11% effective July 1, 2021. Effective July 1, 2022, the Town will increase the annual A.L.S. differential to 12.5%. Effective July 1, 2023, the Town will increase the annual A.L.S. differential to 13.5%. Effective July 1, 2024, the Town will increase the annual A.L.S. differential to 14.5%.

An employee may receive benefits under only one of the two prior paragraphs. Payments under the previous two paragraphs will be paid out in equal weekly amounts upon meeting the necessary requirements as stated in the respective paragraph. The differential 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.

Medication Distribution: For purposes of this section “medical distribution” shall refer to controlled medications and shall include but not limited to Epinephrine (EPI-PEN), Albuterol, Aspirin, Glucose, Activated Charcoal and Oxygen.

In addition, each year the Town will provide in service E.M.S. training consisting fourteen (14) hours of continuing education, and will also provide once a year a twenty-four (24) hour refresher course. Dates, times and locations will be set by the E.M.S. Coordinator. Each E.M.T., regardless of level, maintains exclusive responsibility for his/her re-certification. Each E.M.T., regardless of level, must either participate in the training provided by the Town at the times determined by the E.M.S. Coordinator or fulfill the requirements on his/her own time and at his/her own expense.

The Town reserves the right to require E.M.T. certification as a condition of employment within one year after the date of hire for employees hired after July 1, 1978. This condition of employment shall pertain only to the 20 most junior post-1978 firefighters.

Payment shall be based upon successful completion of course requirements, including refresher courses needed to maintain certification, as evidence of a certificate of successful completion presented to the Chief prior to payment each year.

A position of E.M.S. Coordinator shall be filled at the discretion of the Chief of the department by a paramedic. The stipend for this position shall be \$3,000.00 annually.

A Community Liaison/Public Educator position shall be filled at the discretion of the Chief of the department. The stipend for this position shall be \$3,000.00 annually.

ARTICLE 16 **EARLY RETIREMENT NOTIFICATION INCENTIVE**

This article is designed to provide employees of the Belmont Fire Department an incentive to give early notification of retirement. The parties acknowledge that delays in filling vacancies increase workload and overtime costs. In order to diminish such effects, and to reward length of service, an employee shall be entitled to receive an early notification of retirement bonus equal to five percent (5%) of the base weekly pay as outlined in the chart listed under Article 15, "Compensation Plans", for the one-year period preceding his/her retirement subject to the following conditions:

1. The employee gives written notice to the Fire Chief a minimum of twelve (12) months prior to filing for superannuation retirement, of his/her intent to retire and of the expected separation date.
2. Such notice shall be irrevocable.
3. Such employee in fact retires.

Notwithstanding the above, employees retiring between the funding date of this agreement and not more than one (1) year later must give notice of their planned retirement within two (2) weeks of the funding date of this agreement to be eligible to receive the five percent (5%) bonus hereunder for the remainder of their employment but not more than one (1) year.

ARTICLE 17
EXTRA DETAILS

- 1) All extra details shall be distributed as fairly and as equitably as possible. Details shall be offered on a rotation basis, and acceptance shall be voluntary. The refusal of a detail by an employee that is offered shall be considered the same as a detail worked, and said employee's name shall go to the bottom of the list. In some circumstances, the Chief may select employee(s) by rank for special details, provided the Chief notifies the President or the President's designee prior to the selection, if possible and equalizes the detail opportunities among all persons on the list as soon as practical thereafter.
- 2) The Shift Commanders shall maintain a log of all details and it shall be available to the union officers on request.
- 3) Details shall be offered to employees of the Belmont Fire Department. Details shall not be offered to retired employees of the Belmont Fire Department as long as permanent employees of the department are available.
- 4) Employees working details shall be compensated at the hourly rate equal to one and one half (1 ½) times the hourly rate of a Lieutenant Step 3, subject to the provisions which follow.
 - A) There shall be a minimum of four (4) hours time for any extra detail. Following a minimum of four (4) hours, there shall be a minimum of eight (8) hours paid.
 - B) If any detail is supervised, there will be a minimum of four (4) hours' time for an Officer functioning in a supervisory capacity. The Fire Chief shall designate one or more Officers to function in a supervisory capacity. The hourly rate charged for such work shall be extra detail rate specified in subsection 4, times the percent differential attributable to his or her rank.
 - C) All extra details in excess of eight (8) hours shall be compensated at one and one-half (1-1/2) times the detail rate.

ARTICLE 18
LONGEVITY

Upon completion of the required amount of full-time, consecutive years of employment in the Town of Belmont Fire Department, members hired on or after July 2, 1996 will receive the appropriate annual longevity payment appearing in said schedule, paid in equal weekly payments.

FY2018

5 through 9 years of completed service	\$400.00
10 through 14 years of completed service	\$450.00
15 through 19 years of completed service	\$500.00
20 through 24 years of completed service	\$650.00
25 through 29 years of completed service	\$700.00
30 or more years of completed service	\$750.00

For calculating retirement contributions, longevity pay shall be included as part of regular pay.

ARTICLE 19
PERSONAL TIME

All employees shall be entitled to twenty-eight (28) hours of personal time each fiscal year without the loss of pay. The annual accrual will be posted on July 1st of each year. Leave time under this Article shall be granted at the approval of the Chief of Department given the operational needs of the Department and any other limits placed upon such leave by this Agreement. Personal time may be accumulated to a maximum of fifty-six (56) hours. If an employee has reached the maximum accrual they shall not accrue any additional leave and any such leave will be forfeited. Employees who are below the maximum accrual but whose accrual would exceed the maximum amount will only receive such portion of their accrual which brings them to the maximum accrual amount, with the balance being forfeited. The Town will cover one (1) personal shift with overtime.

ARTICLE 20
OVERTIME

Except for wash-up time which shall not be compensated, employees who work beyond their regular tour of duty will be compensated at the rate of one and one-half (1 1/2) times regular hourly pay for all hours of overtime so worked.

Uncompensated extra duty tours imposed for disciplinary purposes shall not in any way be scheduled to circumvent overtime needs of the Department, but shall be scheduled for the consecutive days immediately following the imposition of such extra duty.

All overtime monies due to employees shall be paid within two (2) payroll weeks of the time said monies are earned.

ARTICLE 21
CALL BACK

Employees who are called back to duty will be compensated for at least four (4) hours of overtime rates even if the time so worked is less than four (4) hours.

In the event a Mutual Aid response is provided to a community, all bargaining unit employees who are called back to man any apparatus will be compensated at double their respective hourly rates from the time they report to duty until the time they are released from duty, but in no event for less than four (4) hours.

ARTICLE 22
HOLDOVER

Employees who are held over more than one (1) hour beyond their regular shift of duty will be compensated for at least four (4) hours of overtime at overtime rates. Said four (4) hours of overtime is understood to include the first one (1) hour worked beyond the regular shift. Employees who are held for one (1) hour or less beyond their shift will be compensated at their regular overtime rate for time actually worked.

ARTICLE 23
DESIGNATED TRAINING DAY

Due to the operations of the Department, safety of the employees, and continuity of training operations, the Chief of Department may specify such day or days as a “Designated Training Day.” A Designated Training Day for the purposes of this Article is limited to a day or days determined by the Chief, and may include and Federal or State mandated training. A Designated Training Day or Days must meet the following conditions:

1. Designated Training Day(s) shall be identified and posted a minimum of four (4) weeks ahead of the scheduled day or days.
2. Designated Training Day(s) shall not occur during the following periods
 - a. Any State or Federal Holiday

- b. School vacation weeks, but excluding summer vacations, as indicated on the Belmont Public School Calendar
 - c. The calendar week of New Years
 - d. The calendar week of Thanksgiving
 - e. The calendar week of Christmas
3. Designated Training Day(s) shall be limited to six (6) separate training sessions per calendar year. In the event a training session takes more than one day it shall be counted as a single training session towards the limit imposed by this Article.

Once a Designated Training Day has been specified and posted the following shall occur:

- 1. Any employee already granted leave shall be allowed to take such leave as has been granted. Employees missing any State or Federal required training will be required to make up such training at their own expense and on their own time.
- 2. Accrued Leave under Article 33 "Vacations," Article 19 "Personal Days," and Article 27 "Unused Sick Leave Incentive" shall not be granted.
- 3. Swaps shall not be granted unless there is a reciprocal swap for the same training day(s) on another group. Such swap needs to be approved by both Shift Commanders. Swaps for Shift Commanders on a Designated Training Day must be approved by the Assistant Chief or Chief of Department.

Any employee who is on sick leave during a Designated Training Day will be required to supply a doctor's note meeting the requirements of Article 26 "Sick Leave."

ARTICLE 24
HOLIDAYS

The following days will be paid holidays:

New Year's Day	Memorial Day	Indigenous Peoples Day
Martin Luther King Day	Junetheenth	Veteran's Day
President's Day	Independene Day	Thanksgiving
Patriot's Day	Labor Day	Christmas Day

Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary.

The Town and the Union agree to recognize Roland A. Weatherbee, who died in the line of duty on March 4, 1985, on Memorial Sunday.

It is agreed that personnel will be granted accrued leave (Vacation, Personal days, Unused Sick Leave Incentive days) during the following periods and under the following conditions:

1. Periods covered under this section are:
 - a) The Day Shift, 0730 – 1730 hours, Thanksgiving Day
 - b) The Night Shift, 1730 – 0730 hours, Christmas Eve, December 24th
 - c) The Day Shift, 0730-1730 hours, Christmas Day, December 25th
2. Terms governing accrued leave use during the above defined periods:
 - a) Leave granted by Civil Service seniority date.
 - b) Leave requests must be received by August 15th for Seniority Preference to apply, after said date leave may be requested for unused leave openings on a first come first serve basis.
 - c) Leave will be granted until Department operationally established minimum shift level is reached, but not less than two (2) employees. (no overtime beyond what is allowed by this clause, due to granting of accrued leave as defined under clause “D” of this section).
 - d) During the periods covered under this section, there shall be no additional accrued leave granted, as may be allowed under the following Articles in this Agreement: Article 19 “Personal Days”; Article 27 “Unused Sick Leave Incentive”; Article 33 “Vacations”.
 - e) An employee who uses sick leave or over any of the defined “periods”, as described in this “Limit on the number of employees allowed off during certain periods” section, shall be required to submit a doctor’s note in compliance with Article 26 of this agreement.

Those employees who exercise the provisions of Article 16, Early Retirement Notification Incentive, and who receive the benefit payment thereunder, shall be ineligible for holiday pay once the twelve (12) month notification period has expired and they have not retired.

ARTICLE 25 **FUNERAL LEAVE**

In the event of death in the immediate family of an employee, as defined below, the employee will be granted leave with pay for 24 hours the day of the funeral and for two (2) days prior thereto provided that such compensation shall only be paid for such day or days that the employee is regularly scheduled to work. An employee's immediate family shall include his or

her spouse or child and the parent, brother, sister, grandparents, and grandchildren of either the employee or the employee's spouse.

If an employee is working on the day of the death of an immediate family member, that employee shall be granted paid leave for the balance of the day without counting towards the above two (2) days.

Further, in the event of a death in the employee's family for a relative other than those herein enumerated, an employee may take one (1) shift as bereavement leave.

ARTICLE 26
SICK LEAVE

Employees shall be granted fifteen (15) hours of sick leave for each month of service from their day of employment. Employees absent on sick leave may be required to submit a note from a qualified physician stating that their absence was medically necessary and that the employee is fit to return to duty.

Each employee of the bargaining unit hired on or after January 1, 2016 shall be entitled to accumulate a maximum of 2,400 hours of sick leave. Those employees hired before January 1, 2016 who have verified sick leave at the effective date of this agreement shall retain such accumulation and shall be able to further accumulate such sick leave.

Employees absent during periods of mandatory training, such training to be defined as First Responder training, C.P.R. training, Defibrillation training, or any other federally or state mandated training shall complete the missed training without cost to the Town

In exceptional circumstances appeals for additional consideration may be made to the Town Administrator.

ARTICLE 27
UNUSED SICK LEAVE INCENTIVE

An employee who uses fewer than sixty (60) hours of sick leave per year shall be allowed fourteen (14) hours off without loss of pay upon reasonable notice to the Department. For the purposes of this article, 136 hours related to the same illness or injury shall be considered as fourteen (14) hours of sick leave. The Town will cover one Unused Sick Leave Incentive vacancy with overtime. Unused Sick Leave Incentive hours may be accumulated to the next year, but not thereafter.

ARTICLE 28
INJURED ON DUTY LEAVE

When a Fire Fighter is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41 Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Injury on Duty Policy.

Section 1. Determination of IOD Status. The determination of eligibility of IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made by the Select Board or its designee. Such determination shall be made based on the examination of the employee by a Town designated physician. The examination shall be limited to the subject area of the disability claimed.

In addition, any incapacity for duty caused by contact with communicable diseases including Meningitis, childhood communicable diseases, Herpes Virus, Hepatitis A, Hepatitis B, Hepatitis Non-A/B, or Hepatitis C, Human Immunodeficiency Virus, or Tuberculosis, shall be recognized as subject to presumptive injury leave. However, the Town may, subject by credible evidence on other non-job related exposures, appeal this presumption pursuant to the process in Section 3 below.

Prior to the approval of eligibility for benefits under this section, the Fire Fighter may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her accumulated non-occupational sick leave, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 2. Physical/Psychological Examinations. The Town may require a Fire Fighter who requests benefits under this section to submit to physical or psychological examinations, at the expense of the Town, prior to being placed on IOD Status. Such examination will be conducted by a physician who is Board certified or is a specialist in the field which is directly related to the illness/injury for which benefits are sought.

Section 3. Appeals. Any dispute as to whether an employee is disabled shall be determined by submission of the dispute for final resolution to an independent physician mutually selected by the Union and the Town. Likewise, any dispute as to fitness for duty or continued disability

regardless of which party raises the issue, or for what purpose, shall be submitted to an independent physician for a binding determination. All costs associated with this process shall be distributed equally between the Town and the Union.

With the exception of issues covered under the above mechanism, an employee whose claim for benefits under this section is denied by the Town shall have the right to file a grievance under Article 14 of this Agreement or to file an appeal under the applicable provision of Massachusetts General Laws.

Section 4. Accruals. Employees receiving benefits in accordance with this section who are on approved IOD status for an entire calendar month shall not be entitled to sick leave accrual for that month.

Section 5. Medical Case Management. The Town or its designated occupational health consultant will review all requests for indemnification of medical expenses and will make prompt and timely payment for reasonable and customary charges. Injured employees will be required to provide medical information release forms from all relevant medical providers for injuries/illnesses for which benefits are sought. It is understood that all employee medical information will be kept strictly confidential as provided by state law.

ARTICLE 29 **DRUG & ALCOHOL TESTING**

A. PURPOSE

The Town and the Union recognize that Fire Fighters, Fire Lieutenants and Fire Captains (“Fire Department employees”) are safety sensitive positions and that the Belmont Fire Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Fire personnel impaired on duty by drugs or alcohol create an unreasonable danger to their fellow fire fighters, and to the public. In addition, on duty drug and alcohol abuse impairs the health, well-being and productivity of the fire department and its members.

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 Fire Department employee fire / paramedic 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 Fire

Department employee fire / paramedic 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. Supervisors who become aware of any conduct prohibited under this section shall not permit the Fire Department employee to perform assigned duties, and shall report such violations up the chain of command. Such fire fighter may be placed on administrative leave or light duty 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 shortly after his or her date of hire.

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, Acting Lieutenant) or the Fire Chief or Assistant Fire Chiefs 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 immediately 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 Fire Chief 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 Town Administrator). Such challenge shall not waive the right of the Fire 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 Fire Chief, Assistant Chiefs, Captains, Lieutenants and Fire fighters.

Upon implementation of this agreement, reasonable suspicion training for all Fire personnel will consist of a two (2) hour training, which will be conducted on duty and not eligible for overtime compensation unless otherwise eligible based upon hours worked. Training will include both the legal standard of “reasonable suspicion” and medical indicia of impairment/use of controlled substances.

The Town will provide periodic refresher training for all Fire staff that will be conducted on duty and not eligible for overtime compensation. Training will be offered once a year for new hires, for those Fire fighters 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.

e. Failure to Submit to Testing:

As part of the alcohol and drug rule, a fire fighter 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 a Fire Department 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 a Fire Department employee clearly obstructs or refuses to cooperate in the testing process. A Fire Department 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.

During normal business hours and weekdays, the employee will be taken to the testing laboratory by a fire officer. When testing is needed outside normal business hours or on weekends, the fire officer will call the testing company for an on-site test.

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 shall inform the Fire Department employee of a right to have the split sample tested by a different laboratory. If the Fire Department 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.

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 Town and will not be disseminated except on a "need to know" basis, to the Town Manager, Fire 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. The 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 Fire Department 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 (but no less than two tours), 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 (but no less than 7 tours). 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 (but no less than 5 tours). A second offense shall result in termination.
5. For non-terminal offenses identified above, the Town 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.
- 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 2a-e. A self-reporting individual who violates conditions in section 2a-e 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 2a-e. 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.

J. LIGHT DUTY

Fire Department employees participating in any treatment program under this policy shall be eligible for Light Duty under Article 29. Light Duty may be offered as an alternative to discipline.

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

Belmont Fire Department
Attachment B
Physical Form
Employee's Physician
Essential Duties

Employee Name: _____

Examination Date: _____

ESSENTIAL DUTIES	NO RESTRICTIONS	RESTRICTIONS*
Frequently required to perform strenuous physical exertion under conditions of smoke, extreme heat, gases and cramped surroundings		
Alarm response with an assigned company to assist in combating and extinguishing fire.		
Driving and operating equipment and appurtenances of heavy apparatus; including aerial ladder trucks, pumpers, rescue trucks and similar firefighting apparatus.		
Placement of fire hose supply lines, coupling, connecting fire hoses, advancing fire hose into burning buildings to direct fog or water stream, using various heavy stream appliances and extinguishers.		
Placing, erecting and climbing ladders, including aerial ladders.		
Ventilation of burning buildings, using forcible entry tools to open locked doors, windows and skylights and to chop out or break openings in roofs, floors partitions and ceilings.		
Enter burning buildings to excavate and rescue persons in danger using ladders, stretchers, life nets, administering first aid and resuscitation.		
Performing emergency rescue, such as drowning and extrication work as from elevators, machinery, motor vehicles and similar accidents.		

***Please provide on a separate page a detailed explanation of any restriction on the ability of the employee to perform the essential duties of the position.**

PHYSICAL EXAMINATION SIGNATURE

A complete physical was conducted. YES NO

Signature of Health Care Provider

Name of Health Care Provider

Date

Address

Telephone Number

Fax Number

**Belmont Fire Department
Attachment C
Physical Form
Town's Physician**

Date: _____

On the date indicated above _____, who is a Fire Fighter,
(Name of employee here)

Lieutenant or Captain in the Town of Belmont Fire Department was examined and had a full physical exam including; urinalysis, CBC, comprehensive blood and lipid testing and EKG.

I have reviewed the physical requirement of the position and the patient identified above is fit to perform the duties of a Fire Fighter, Lieutenant or Captain.

Printed Name of Physician: _____

Physician's Signature: _____

Physician's Address: _____

Physician's Phone Number: _____

ARTICLE 30
LIGHT DUTY

The purpose of this policy is to allow injured employees the opportunity to contribute to the work and productivity of the Department and to expedite their return to full duty.

The policy provides a procedure and mechanism for employees who, although unable to perform full duty, are capable of performing meaningful work within the scope of a firefighter's function; assigns them appropriate tasks and a work schedule; and monitors their medical condition by a physician to determine whether light duty should continue or be ended either by a return to work to full duty or by retirement.

1. Eligibility

This policy shall apply to employees who have been injured while on duty within the meaning of Chapter 41, 111F and employees who are on sick leave for a non-work related accident, injury or illness. The policy shall not apply during the first four (4) tours of duty following an injury on duty. For sickness/non line of duty injury, this policy shall not apply during the first eight (8) tours of duty following the illness or non-line of duty injury.

2. Procedure

- A) Upon request of an eligible employee or by the employee presenting a note from their physician stating that the employee is unfit for full duty, the Chief may arrange for a medical evaluation by the Town's physician, as to length and extent of disability, including an opinion as to the ability of the employee to perform light duty. The examination shall be limited to the subject area of the disability claimed.
- B) In the event that an employee disputes the Town physician's evaluation or conclusion, the employee's own physician may examine him/her at the employee's expense. The physician shall be afforded full opportunity to consult with the Town's physician prior to any determination by such physician as to the employee's fitness to begin light duty. If the employee's physician and Town physician disagree as to such fitness for light duty they shall thereupon jointly designate a third physician agreeable to both, who, at the Town's expense, shall examine the employee and render an advisory written medical opinion as to the employee's fitness to return to such duty, copies of which shall be transmitted by the third physician to both the Town's physician and the employee's physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established by the Commissioner of

Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, upon whichever, such physician at the Town's expense, shall so examine the employee and render their advisory opinion as aforesaid. Pending receipt of such advisory opinion and action of the Town's physician thereupon, the Town shall not require the employee to return to duty and shall continue to fully compensate the employee for lost time incident to any such absence.

- C) In the event that the foregoing procedure results in a determination that limited duty is not appropriate the Town will be free to reinstate the procedure after a reasonable period of time or if it has reason to believe that the physical condition of the firefighter has improved.
- D) Each physician shall be provided with a detailed list of all light duty activities, and shall have access to all pertinent medical and hospital records dealing with the specific injury or illness.
- E) In the event a firefighter is assigned to light duty, such light duty shall not interfere with on-going medical treatment. During any period when light duty is being performed, if the firefighter loses work time and such loss is related to the line of duty injury, the lost time shall be charged to injury leave status and not sick time.
- F) When a firefighter is assigned to light duty and must take leave (sick, vacation, personal), such leave shall be charged to the appropriate category.
- G) Light duty status shall cease when the firefighter is returned to full duty or when the retirement process has commenced.
- H) Light duty tasks will be defined as follows:
 - 1) Handling administrative duties such as answering the telephone, imputing and analyzing data, maintaining departmental logs and performing record keeping.
 - 2) Performing "watch duty"
 - 3) Assisting Fire Prevention, Plans Review, and Training staff with required duties
 - 4) Responding to citizen's requests for departmental information
 - 5) Assisting personnel with transporting departmental vehicles and apparatus
- I) Employees participating in this program shall receive full wage and benefit compensation.
- J) A member assigned to Light Duty shall be assigned to work Monday through Friday from 0800 hours to 1600 hours excluding Holidays. A member, assigned to Light Duty, may petition the Chief of Department in writing for a change or modification in the Light Duty work hours stated in this section. Such change or modification shall not be for less than or for more than forty (40) hours in a payroll week. Such change shall not take effect until the request is approved by the Chief of Department or their designee. Any regular or ongoing change in Light Duty hours, for a member assigned to Light Duty, will require notification to the Union President. A

minor change occurring in a single payroll week will not require a notification to the Union. If a member assigned to Light Duty, is assigned to work less than forty (40) hours per week the balance of any hours not assigned will be fully compensated.

- K) All employees on sick or injured leave who have been determined, pursuant to the procedures described herein, to be capable of returning to light duty status shall be recalled to work on that basis.
- L) Any firefighter on light duty status shall not be assigned to any Fire Company or to any Fire Suppression function under any circumstances, nor shall any such firefighter be included in determining the on duty complement for any Fire Company.

ARTICLE 31 **SICK BANK**

The Town and Local 1637 members employed by the Belmont Fire Department shall establish a Sick Leave Bank. The following shall govern the actions of the Sick Leave Bank and the Committee appointed to administer it.

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 Chief of Department.
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 three (3) sick days annually from any employees wishing to do so or upon the request of Local 1637. The sick bank shall have a minimum of 100 days and a maximum of 200 days. Should the Sick Leave Bank have reached the maximum of 200 days, a new employee may contribute one (1) sick day to the Sick Leave Bank, in order to participate in the use of the Sick Leave Bank at a future date. Only under this circumstance can the Sick Leave Bank exceed the pre-determined maximum.
4. Any sick leave donation to the bank will not be counted as sick time used for the purpose of calculating the unused sick leave incentive day as outlined in Article 27 of

this agreement.

5. Local 1637 Members who are employees of the Belmont Fire Department that have contributed a minimum of one (1) day annually to the Sick Leave Bank, unless the Sick Leave 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 Sick Leave Bank on the first day of the fiscal year. In the event that the Sick Leave Bank drops to the required minimum or below, members may donate to the Sick Leave Bank as stated in Section 3. Local 1637 shall transmit the list of members making contributions and the amount of the contributions to the Chief of Department 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 Leave Bank.
7. Any member seeking to utilize the Sick Leave 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 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 his or her contractual time off such as, but not limited to, accrued sick leave, vacation leave etc. before petitioning additional sick time from the Sick Leave Bank. Once all accrued time is exhausted, there shall be no waiting period to receive Sick Leave 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 that sixteen (16) shifts to a member at any one time. However after the 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.

Each Member is responsible for knowing his/her 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 32
TIME OFF FOR CONVENTIONS

The Town agrees to provide time off without loss of pay or benefits for authorized delegates duly elected to represent Local 1637 at the Professional Fire Fighters of Massachusetts, AFL-CIO Convention and the I.A.F.F., AFL-CIO International Convention. This section shall allow two (2) members of the Department to be absent for the duration of the Massachusetts Convention and the International Convention.

The Town will provide time off without loss of pay or benefits for the Union President, Vice President and Secretary/Treasurer to attend monthly State union meetings for up to six events per year with a limit of no more than two of these positions off on the same shift with a limit of eight hours of paid time per said union official per meeting.

ARTICLE 33
VACATIONS

Vacations with pay shall be granted to active employees on the following schedule:

1 but less than 5 years' service	2 weeks	(8 hours per month)
5 but less than 12 years' service	3 weeks	(12 hours per month)
12 but less than 20 years' of service	4 weeks	(16 hours per month)
20 years of service and over	5 weeks	(20 hours per month)

Upon completion of six (6) months' service, new employees shall be entitled to one (1) week's vacation.

Effective January 1, 2013 the Town will implement a monthly vacation accrual system and in order to have the membership transition to this system, employees will be given their final annual vacation credit on this date. Thereafter, employees will be credited with a prorated monthly allotment beginning on their date of hire anniversary, which will be known as the "accrual". The accrual will consist of each employee's level of eligible vacation weeks, as listed above, divided by twelve months. An employee may have a maximum of twice their annual allotment accrued at any one time. Once the maximum is reached an employee will stop accruing vacation until such

time as the accrued vacation leave drops below the maximum. Vacation leave accrual will be posted on the last day of each month. Accordingly on January 1, 2014 and thereafter, there will be no annual crediting of vacation allotments.

Employees will be entitled to take two (2) weeks of their vacation during the period between June 15 and September 15 inclusive. This shall be designated as the summer vacation period.

A one (1) week vacation will consist of two (2) 24 hour work tours or forty eight (48) hrs.

A two (2) week vacation will consist of four (4) 24 hour work tours; however, each week of vacation for staff shall consist of four (4) work days.

Vacation dates shall be from January 1 through December 31. No more than two (2) officers per group shall be on leave (Vacation, Personal, Unused Sick Leave Incentive) at any one time. For purposes of this Article, "Provisional" and "Certified" Officers shall be considered officers.

All vacation entitlement may be taken by single shifts of duty. Approval of single shifts will be subject to number of employees on vacation during single shift requests.

Fire suppression single shifts shall be comprised of two (2) day shifts and two (2) night shifts. Staff single shifts shall be comprised of four (4) single day shifts.

Shift Commanders shall attempt to equally distribute vacations during all time periods. Selections for vacations will be on seniority basis by time employed with the Belmont Fire Department.

Ten (10) summer vacation weeks have been designated for each group. Three (3) employees per Fire Suppression group are allowed on vacation during the summer vacation weeks.

The deadline for submission of summer vacation preferences will be March 15th. Summer vacations will be posted by March 25th.

Spring vacation dates must be submitted for approval by February 5th. No more than two (2) employees per group in the same vacation period. Spring vacation will be from January 1 ending with the start of summer vacations.

Fall vacation dates must be submitted for approval by August 15th. No more than two (2) employees per group in the same vacation period. Fall vacations will be from the end of summer vacations through December 31st. No employee may take both Christmas and Thanksgiving week in the same calendar year.

Any change in the posted vacation schedule or special vacation request must be submitted to the Assistant Chief for review and submitted for approval by the Chief of the Department.

Employees may only cancel approved vacation weeks four (4) weeks prior to the start of the vacation period. Once a scheduled and approved vacation week is cancelled, that “week” must be offered to the remainder of the group members as a “week vacation” before single vacation shifts during that week can be made available. In extenuating circumstances the Chief of Department or Assistant Chief may grant cancellation of an approved vacation week at any point prior to the commencement of the vacation.

ARTICLE 34 **EMERGENCY LEAVE**

When an employee of the Department requests a sudden emergency leave and advises the Department of such, the Chief or Shift Commander, upon approval of same, shall assume the responsibility of attaining a substitute for the balance of the shift. The substitution will be made on the basis that the absent Firefighter will make up the time to firefighter who fills in for him/her on account of the emergency. Any additional shifts to be covered will be the responsibility of the employee.

Should the Shift Commander on duty require emergency leave as provided by this Article, the Chief or Assistant Chief shall be notified, and the Lieutenant assigned to Headquarters shall be responsible for attaining a substitute for the balance of the shift.

It is understood that the Chief or Shift Commander on duty shall retain the discretion as to granting such emergency leave, but that said discretion will not be unreasonably exercised.

ARTICLE 35 **JURY DUTY**

An employee serving on jury duty shall be paid one-fourth (1/4) of his/her regular weekly salary for each shift that such employee so serves, less any compensation received by the employee for serving on jury duty, if scheduled to work.

Any employee having jury duty is to notify the Chief of Department in writing of such duty and include the date of their jury duty. Upon completion of jury duty, and receipt of documentation of having served on jury duty, to the employee is to submit the employer’s copy of the receipt to the Chief of Department.

ARTICLE 36 **WORK SCHEDULE**

A schedule for a forty-two (42) hour work week shall be established by the Chief of the Department with the approval of the Select Board. The regular tour of duty shall be established for the Department so that the average weekly hours of duty in any year shall be forty-two (42) hours. The tour will consist of twenty-four (24) hours on duty commencing at 0730 hours with seventy two (72) hours off between tours.

The schedule will provide that, for each shift on each in service company, excluding the Rescue/Ambulance Company, one (1) Captain or Lieutenant or Acting Officer to fill the duties of an officer will be on duty. An Acting Officer must be on an active Civil Service List or be approved by the Chief of Department through an established interview process.

The schedule shall also provide that for each shift there will be assigned to each Engine Company no fewer than three (3) firefighters, including the officer in charge, and there will be assigned to each Ladder Company and Rescue/Ambulance Company no fewer than two (2) firefighters, including the officer in charge. In addition, no fewer than two (2) permanent officers per shift shall be on duty at all times. The parties agree that the schedule for any staff position will be based on a forty (40) hour work week. A member assigned to a staff position shall be allowed a flexible work schedule to be approved by the Chief of Department or their designee. In the event a staff position is used to supplement Fire Suppression staffing the work shift shall be from 0730-1730 on such days they are assigned. Such Fire Suppression assignment shall only occur during the stated hours in this section Monday through Friday. The parties further agree that a uniformed employee may be designated to serve on fire suppression for his/her regular shift and that said staff person may then be counted toward the fulfillment of the minimum manning requirements. It is agreed that in such instances the staff person may still be assigned to do staff work, provided said staff person is at all times immediately available to respond to fire suppression calls. Staff employees are to be included in the regular fire suppression overtime rotation list, on nights, weekends, and holidays and their respective day(s) off.

Uniformed employees are to be included in the regular fire suppression overtime rotation list, on nights, weekends and holidays and their respective day(s) off.

It is understood that the Training/Staff Officer will be responsible for scheduling and training, and will have no authority over officers of a higher rank.

No employee assigned to an Engine Company or Ladder Company will be re-assigned to a Rescue/Ambulance Company at time of alarm if it will require that Engine Company or Ladder

Company to fall below the manning level required by this contract. No employee assigned to a Rescue/Ambulance Company will be re-assigned to an Engine Company or Ladder Company at time of alarm if it will require the Rescue/Ambulance Company to fall below the manning level required by this contract.

The previous sections shall not apply if the company experiences a “Code A” or a “Code B” at the time of alarm, or if that company had to go out of service at the time of alarm due to one or more employees of that Company being unable to respond for reasons such as sickness or injury.

The provisions of the previous sections shall only apply to the present manpower and equipment.

ARTICLE 37 **SERVICE IN A HIGHER RANK**

A. REGULAR ASSIGNMENT: (e.g., planned vacation or prolonged illness.) A senior firefighter will be compensated for the period he so serves at a Lieutenant's rate of pay and shall also receive holiday pay at such rate. A senior Lieutenant will be compensated for the period he/she so serves at a Captain's rate of pay and shall also receive holiday pay at such rate.

B. TEMPORARY or EMERGENCY ASSIGNMENTS: An employee who is assigned to work in a higher grade on a temporary basis shall be compensated at the higher level commencing with the first shift of duty.

ARTICLE 38 **HEALTH INSURANCE CONTRIBUTIONS**

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 39 **EDUCATION INCENTIVE**

Section A

Employees hired on or before December 31, 2015 with a minimum of nine (9) credits in Fire Science core courses will be paid annually fifteen (\$15.00) per credit per year, plus one half (1/2) the cost of books, tuition, and fees. Semester hours of credit must be earned as part of a

degree program in the field of Fire Science Technology, Fire Science Administration, Fire Science Management or Paramedic Technology, and be earned from an educational institution accredited by the New England Association of Colleges and Secondary Schools, by the Massachusetts Board of Higher Education or a college or university certified through the National Fire Academy to present the fire and emergency services higher education (FESHE) curriculum. Receipts for books, tuition, and fees reimbursement must be submitted for payment as soon as possible after the semester ends. Requests for payment of books, tuition, and fees on any course or courses taken prior to being hired by the Belmont Fire Department will not be accepted. Payment for books, tuition, and fees will be made upon submission of proof that the course has been successfully completed. All employees who are presently receiving payments for courses that have already been taken will continue to be paid for those courses. Payments for credits and course related materials will be made upon appropriate notice and sufficient funds being appropriated to the Fire Department budget to cover the requested stipend or reimbursement expenses. Employees anticipating taking courses or receiving additional benefits under this article shall notify the Chief in writing prior to taking a course but not later than September 1st. Payments not included in the current fiscal year appropriation will be paid by August 1st of the following year. Amounts will be retroactive to the date of request, the completion of the date of the course or the date the benefit would have been paid to the employee, whichever is later. In addition, the employee must have completed one (1) year of employment with the Belmont Fire Department. Employees who wish to pursue an Associate degree or higher should refer to Section B for the requirements. Employees hired on or after January 1, 2016 will not be eligible to receive education incentive benefits listed under this Section.

Section B

All regular, full time Employees subject to this agreement who were hired on or after July 1, 2014, whose service has been continuous, who further their education in the field of Fire Science Technology, Fire Science Administration, Fire Science Management or Paramedic Technology shall receive an annual stipend as shown below:

Associates Degree:	\$2,000
Bachelor's Degree:	\$4,000
Master's Degree (Officers Only):	\$6,000

Education Incentive covers an Associate, Baccalaureate Degree or Master's Degree (Officers Only) in the areas of study listed above, and said degree must be awarded by an

educational institution accredited by the New England Association of Colleges and Secondary Schools, by the Massachusetts Board of Higher Education or a college or university certified through the National Fire Academy to present the fire and emergency services higher education (FESHE) curriculum. In order to be eligible for education incentive pay, an employee must provide written notification to the Fire Chief of pending degree award 12 months prior to completion of degree. Education Incentive increases shall be granted with the approval of the Fire Chief upon certification of degree properly earned. New employees will also be eligible for this stipend if the degree they possess meets the above listed criteria.

Section C

All employees who receive up to three of the below listed certifications from the Massachusetts Fire Training Council will be eligible to receive a \$275 stipend per certification (\$825 maximum). Eligible certifications include: Fire Officer I, Fire Officer II, Fire Officer III, Fire Officer IV, Fire Instructor I, Fire Instructor II, Fire Inspector I, Fire Inspector II, Fire Investigator, Incident Safety Officer – Fire Suppression, Public Fire and Life Safety Education I, Driver/Operator-Pumper, and Driver/Operator-Aerial; Hazardous Material First Responder or Hazardous Material Technician (not both).

All educational stipends under this Article will be paid in equal weekly amounts.

ARTICLE 40 **WAIVER**

The failure of the Town or 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 Union or the Town to such performance shall continue in full force and effect.

ARTICLE 41 **SAVINGS CLAUSE**

If any provision of this 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. In the event any provision of this Agreement shall be found contrary to law, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 42 **AMENDMENTS**

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

ARTICLE 43
JOB POSTING AND BIDDING

Where the Town decides to fill a vacancy in or creates a new non-Civil Service assignments (e.g., fire cause and origin investigator), said position or assignment shall be posted for a period of ten (10) days, during which time interested and qualified employees may make written application to the Chief. The Chief shall select the individual who, in his/her sole judgment, is the most qualified applicant for the position.

ARTICLE 44
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 45
PRINTING OF CONTRACT

The Town will be responsible for providing a PDF copy of the contract to each employee.

ARTICLE 46
OVERTIME RULES

Overtime Rules shall be established to provide for an equitable distribution of overtime given the Department's operational needs. Overtime Rules may be instituted or changed after notice to the Union and the opportunity for a meeting to discuss the changes between the Union's Overtime Committee and the Chief of Department. The Chief shall approve any and all changes to the Overtime Rules.

ARTICLE 47
SHIFT SWAPS

Management may limit swaps during periods of mandatory training, such training to be defined as First Responder training, C.P.R. training, Defibrillation training, or any other federally

or state mandated training. Any swaps during these periods must have the approval of the Chief of the Department or the Assistant Chief.

A maximum of sixteen (16) shift swaps per person per year may be taken with the approval of the Shift Commander. The Chief of the Department or the Assistant Chief must approve any additional shifts.

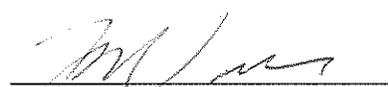
In compliance with the Massachusetts Public Employee Retirement Administration Commission (PERAC) Memorandum #30 2011, dated October 26, 2011, employees who participate in Shift Swaps under this section shall bear the sole responsibility to ensure that any time owed to a party working for the individual is paid back prior to retirement. In no event shall monetary compensation between the parties be construed as, or allowed as payback. Any time that is owed by the individual retiring must be reported by the Belmont Contributory Retirement Board and may be deducted from a member's "creditable service" per PERAC and could affect an individual's retirement benefit.

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall govern the parties until June 30, 2025, 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 with retroactive provisions to follow as to new or additional benefits.

IN WITNESS WHEREOF, the parties hereto, as first designated above, have caused this Agreement to be executed in triplicate as a sealed instrument on this ____ day of February, 2023.

**International Association of Fire Fighters,
Local 1637:**



Ross Vona, President

Town of Belmont:



Mark Paolillo, Chair

4-4-23

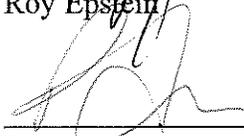
Date



Adam Dash



Roy Epstein



Patrice Garvin, Town Administrator

