

COLLECTIVE BARGAINING AGREEMENT

TOWN OF BELMONT

AND

THE BELMONT POLICE PATROLMAN'S ASSOCIATION

For the Period

July 1, 2020 to June 30, 2025

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AGREEMENT

This Agreement entered into by and between the Town of Belmont (the "Town"), a municipal corporate entity situated in Middlesex County, Commonwealth of Massachusetts, acting by and through its Select Board, and the Belmont Police Patrolman's Association (the "Union").

WHEREAS: It is desired to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by this Agreement, in order that a more efficient and progressive public service may be rendered:

NOW, THEREFORE, the Town and Union agree as follows:

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all full-time Patrol Officers of the Belmont Police Department, excluding the Police Chief, the Assistant Chief, Captains, Lieutenants, Sergeants, and all other employees of the Belmont Police Department.

ARTICLE 2 TOWN'S RIGHTS AND RESPONSIBILITIES

It is understood and agreed that this Agreement concerns those matters of wages, hours and conditions of employment which have been expressly bargained for by the Town and Union 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.

It is further agreed that, pursuant to Chapter 376 of the Acts of 2010, the Police Chief shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the Police Department and to suspend, demote, discharge, or take other disciplinary action

against employees for just cause, to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of the operations entrusted to him, to determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Police Department.

The Town herein reserves all of the customary rights, prerogatives of municipal management including but not limited to the prerogatives encompassed in Chapter 376 of the Acts of 2010.

ARTICLE 3
EMPLOYEES' RIGHTS AND RESPONSIBILITIES

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present the Union's views and positions to the public, to officials of the Town and the Police Department, to members of the Select Board of the Town of Belmont and of the General Court, or to any other appropriate authority or official.

Section 2. Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any other labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, Police Department official, or agent of the Town shall:

- (a) Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
- (b) interfere with the formation, existence, operations, or administration of the Union;

- (c) discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union (except as provided in this contract for an agency service fee);
- (d) discriminate against any employee because he or she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences for or in behalf of the Union; or
- (e) refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Union as set forth in this Agreement.

Section 3. Union officers shall be permitted to discuss with employees matters pertaining to the employment relationship during duty time so long as in the judgment of the Chief or shift commander it does not interfere with departmental operations or job performance.

Section 4. The Union shall provide the Police Department, and keep updated a list of its officers and Bargaining Committee members.

ARTICLE 4 PRIOR BENEFITS AND PRESERVATION OF RIGHTS

The Town agrees that all rights and privileges previously enjoyed by the employees covered by this Agreement will remain in effect unless specifically abridged or modified by this Agreement.

ARTICLE 5 NO-STRIKE PROVISION

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

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

of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

Section 3. Notwithstanding Chapter 1078 of the Acts and Resolves of 1973, the Town may, in addition to filing a petition with the Department of Labor Relations, petition the Court for an injunction and seek any other appropriate legal remedies.

ARTICLE 6 CIVIL SERVICE

Where applicable to the employees hereunder, the Town and the Union agree 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.

All employees hired after July 1, 2012 must successfully obtain a minimum of an Associates degree in Criminal Justice from an accredited college within three years, six months from their graduation date from the Police Academy in order to continue employment as a Patrolman with the Town. Failure to obtain said degree will be just cause for discharge unless a highly unusual circumstance warrants an extension of time by the Town's Appointing Authority (i.e. active military duty, long term absence due to injury or illness that prevents study, etc.). Associate's, Bachelor's or Master's Degrees must be awarded by an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education. Incentive payments will only be paid for degrees received under the parameters of Article 33, Education Incentive of this contract. Officers who, at the time of hire, possess an Associate's, Bachelor's or

Master's degree in a field other than Criminal Justice, will be required to obtain a Certificate in Criminal Justice or Law Enforcement within three years, six months from their graduation date from the Police Academy or obtain an Associate's (or greater) in Criminal Justice within the timeframe and requirements outlined above. Officers in pursuit of a Master's degree in Criminal Justice will be considered in compliance with this requirement provided they successfully complete four (4) or more courses in Criminal Justice, at the graduate level, within the timeframe prescribed above.

Per M.G.L. Chapter 41, §99A, employees covered under this agreement shall reside within twenty miles of the limits of the Town of Belmont. Said distance shall be measured from the closest border limits of Belmont to the closest border limits of the city or town in which said member lives. Under no circumstance shall a member reside outside of the Commonwealth of Massachusetts.

ARTICLE 7 PERMANENT AND TEMPORARY PROMOTIONS

Section 1. All permanent promotions within the Police Department up to and including the rank of Captain 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 applicable statutes, rules, and regulations.

Section 2. Any member of the unit required to assume the duties and responsibilities of a higher rank for a temporary period shall be compensated commencing with the second consecutive shift in such position at the rate of pay for said higher rank, with pay retroactive to the first such shift. The selection of employees to fill such temporary vacancies will be at the discretion of the Chief or his or her designee.

ARTICLE 8 GRIEVANCE PROCEDURE

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

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

(c) Informal Procedure. Any employee who has a grievance shall, before instituting the steps of the grievance procedure hereinafter provided, attempt to adjust the matter informally with the Assistant Chief or Police Chief. The employees union representative may be present at the option of the aggrieved employee. Failure to comply with this section shall result in a waiver of the grievance and the grievance shall be considered settled.

Section 2. Grievances shall be processed as follows:

Step 1. An employee may submit a grievance hereunder to the Grievance Committee of the Union.

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

Step 3. If the Committee determines that the complaint is justified, the Committee shall, within twenty (20) days of the occurrence of the event giving rise to the grievance, present in writing to the Chief, a completed grievance form containing the following information:

- (a) Name and classification of employee;
- (b) Nature of the grievance and contract provisions involved;
- (c) Steps taken to resolve the grievance informally; and
- (d) Requested remedy.

The Chief shall give his or her answer in writing within five (5) days of receipt of the grievance

Step 4. If the employee or the Union are not satisfied with the answer given by the Police Chief, the grievance may be submitted to the Town Administrator within five (5) days after the Chief has issued his or her answer, together with a request for a meeting between the Town Administrator and the Union representative. The aggrieved employee and any other employee involved, including the Chief, shall be present at the request of the Union or the Town. The Town Administrator, or the Human Resources Director acting as his or her designee, shall set the meeting for not later than ten (10) days after receiving the request and shall render a written decision within the (10) days after the meeting. Counsel may be present.

Section 3. (a) If the grievance is not resolved as provided above, either party may, within fifteen (15) days after such answer, upon written notice given to the other party, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. The arbitrator's decision shall be accepted by both parties as a fair and binding solution, provided, however, the arbitrator shall be without power to alter, amend, add to, or subtract from the express provisions of the Agreement.

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

(c) A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall

be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

(d) 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 grievance or arbitration hereunder unless the employee makes an election as authorized under General Laws Chapter 150E, Section 8.

A grievance may be withdrawn by the employee initiating it or by the Union at any step of the proceedings.

ARTICLE 9
COMPENSATION

Section 1. During this Agreement, salaries will be paid as follows:

FY2020	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$991.93	\$1,042.62	\$1,094.75	\$1,149.48	\$1,206.96	\$1,246.18

FY2021 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$1,011.77	\$1,063.47	\$1,116.65	\$1,172.47	\$1,231.10	\$1,271.10

FY2022 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$1,032.00	\$1,084.74	\$1,138.98	\$1,195.92	\$1,255.72	\$1,296.53

FY2023 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$1,052.64	\$1,106.44	\$1,161.76	\$1,219.84	\$1,280.84	\$1,322.46

FY2024 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$1,073.70	\$1,128.57	\$1,184.99	\$1,244.23	\$1,306.45	\$1,348.91

FY2025 2%	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$1,095.17	\$1,151.14	\$1,208.69	\$1,269.12	\$1,332.58	\$1,375.88

FY2018	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$955.75	\$1,004.59	\$1,054.82	\$1,107.56	\$1,162.94	\$1,190.85
FY2019	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$972.48	\$1,022.17	\$1,073.28	\$1,126.95	\$1,183.29	\$1,218.79
FY2020	Step 1	Step 2	Step 3	Step 4	Step 5	Master
	\$991.93	\$1,042.62	\$1,094.75	\$1,149.48	\$1,206.96	\$1,246.18

Section 2. Probationary employees will be hired at Step 1. Upon completion of their probationary period, they will advance to Step 2. One year later, they will advance to Step 3. In the event that provisional employees are hired, they will be placed at Step 1 but will not receive step rates so long as they remain provisional. A provisional employee who becomes permanent will be placed at such step which gives full credit for his or her length of provisional service.

Section 3. Night Shift Differential. Payment of night shift differential shall be made including paid leaves of absences. Employees assigned to night tours of duty shall receive a seven percent (7%) night shift differential on both night shifts. Effective upon the signing of this Agreement, the computation of the rate for night shift differential shall incorporate the education incentive (Quinn bill).

Section 4. Master Patrolman Rate. Those who have completed ten years of service as a Patrolman with the Town will receive a Master Patrolman rate which will be two and four tenths percent (2.4%) higher than the top step 5 rate. Effective July 1, 2018, the Master Patrolman rate will increase to three percent (3%) higher than the top step 5 rate. Effective July 1, 2019, the Master Patrolman rate will increase to three and one quarter percent (3.25%) higher than the top step 5 rate. Officers will move to this step on the anniversary date of their tenth year of service as a Patrolman.

Section 5. Stipends. Annual stipends for the special assignments below will be paid in two equal portions, the first payment during the month of December, and the second during the month of June of each year.

Effective July 1, 2016

Detective:	\$1,200.	NEMLEC Officer:	\$900.
Traffic Officer:	\$900.	High Tech/Cyber Crimes	
DARE Officer:	\$900.	Officer:	\$900.
School Resource Officer:	\$900.		

In no case shall one person receive more than one of the stipends listed under this section.

Section 6. Direct Deposit. Direct payroll deposit will be required of all employees covered under this Agreement.

Section 7. First Responder Stipend. Employees will be entitled to a weekly payment on account of the character of their work as First Responders. Effective July 1, 2022, this payment will be equal to 6.0% of weekly base pay at the Patrolmen's top step plus the Educational Incentive for a bachelor's degree in Criminal Justice, calculated at the Chapter 41, S 108L level. Effective July 1, 2023, this payment will increase to 7.0% and effective July 1, 2024, this payment will increase to 8.0%. In the event that new emergency medical equipment becomes available to law enforcement which could be assigned to police officers while on duty to render immediate aid to victims before trained EMT/Paramedics arrive on scene, and training for use of such equipment would require four (4) or fewer hours, then the Chief may deploy such new equipment after discussing same with the Association's representative and providing officers with the requisite training.

ARTICLE 10
GROUP INSURANCE BENEFITS

The Town of Belmont has adopted the provisions of Chapter 32B of the Massachusetts General Laws mandating that it contribute 50% of employee group health insurance premiums. The

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

ARTICLE 11
LONGEVITY

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

From 5 through 9 years of service:	\$600
From 10 through 14 years of service:	\$800
From 15 through 19 years of service:	\$1,000
From 20 through 24 years of service:	\$1,200
From 25 to 29 years of service:	\$1,400
For 30 years of service:	\$1,600

Years of service are defined as years as a sworn police officer with the Town of Belmont Police Department.

ARTICLE 12
HOURS OF WORK

Section 1. Officers will be assigned to one of the following straight shifts:

Day Shift:	7:45 a.m. to 3:45 p.m.
First Half:	3:45 p.m. to 11:45 p.m.
Last Half:	11:45 p.m. to 7:45 a.m.

Section 2. Employees will be expected to remain on duty until relieved for a reasonable time not to exceed fifteen (15) minutes without additional compensation.

Section 3. Regular tours of duty will be scheduled so that each employee will work four (4) consecutive days of duty followed by two (2) days without duty, and this schedule shall repeat itself and so continue regardless of the days of the week upon which the duty days fall. Detectives and other special services shall receive the same number of days off on an annual basis.

Section 4. Officers shall be allowed a 30 minute paid meal break once during each tour. The meal period must be requested of, and approved by, the Officer in Charge, and officers on paid break must be available to respond to calls as necessary.

Section 5. Employees shall be given reasonable notice of a permanent change in shift assignment. Volunteers will be solicited first. In the absence of a sufficient number of volunteers, employees will be assigned by reverse seniority.

Section 6. The Police Chief in his or her discretion may assign officers to hours of work different than those prescribed in Section 1, provided that the employee and the Union have given written consent in advance. An officer assigned to these different hours of work shall be returned to the regular hours of work within seven (7) days of giving notice to the Police Chief. Nothing in this section shall affect the rights of assignment as provided in section 4.

The Police Chief will provide notice of available, flexible shifts as described in this section for a period of ten (10) days prior to making such assignments. Notwithstanding said notice, the Police Chief will retain full discretion in determining whether and with whom to fill said shifts.

Section 7. For assignments to fill vacancies in existing shifts or to make transfers among existing shifts, the Town shall solicit volunteers through a formal posting process. The Town commits to assign by virtue of seniority or, in the case of no volunteers, by reverse seniority, unless the Police Chief determines, within his or her sole discretion, that the assignment does not meet the needs of the Department, which determination shall not be arbitrary or capricious. The Police Chief shall provide a written explanation to the affected officer and Executive Board of the Association in the event that assignments are not filled by soliciting volunteers, or in the absence of volunteers, reverse seniority. Such written explanation shall be given five (5) business days prior to the

effective date of the assignment. Nothing in this Section shall affect the provisions of Section 4, above.

Section 8. Each April 1st and October 1st, bi-annual shift bidding procedures will take place. A notice will be posted in the police station granting the officers a seven day period to submit bids to the Chief's office. All three shifts identified in Section 1 above are eligible to be bid.

For the purposes of shift bidding, seniority shall be measured from the date of original appointment as a full time Belmont Police Officer. In the event there are applicants who were originally appointed on the same day, the order of the civil service list shall prevail. The Chief will notify the affected officers of the resulting shift changes within seven days of the close of the bid process. The new shift assignments will be effective the first pay period of May and November. If, however, a unit member outside of the patrol division is awarded a shift bid, the Union agrees to delay such shift reassignment until a suitable replacement has been selected and trained.

ARTICLE 13 OVERTIME

Section 1. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Overtime shall be assigned to all employees on an equitable and fair basis. Employees other than those required to work beyond their normal tour of duty due to the exigencies of their workday shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of an emergency situation in the judgment of the Chief, such additional personnel as are deemed necessary by the Chief may be required to work overtime on an assigned basis, and it is agreed that such assignments will not be refused. Where voluntary overtime is refused, there shall be no

discrimination against any employee so refusing. Involuntary assignments for overtime work shall be made in inverse order of seniority.

Section 2. An employee required to perform overtime service in accordance with the provisions of this Agreement shall receive, in addition to his or her regular weekly compensation, time and one-half (1.5) his or her straight time hourly rate. Service of less than one hour shall be rounded off to one full hour after shift completion and thereafter in half-hour intervals. The straight time hourly rate shall be computed as one thirty-seventh (1/37) of an employee's regular weekly compensation.

Section 3. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay and shall be remitted to employees as soon as is practical after the week in which such overtime service is performed.

Section 4. In the event that two (2) twelve-hour tours of duty are to put into effect, during a situation of an emergency nature, all service in excess of the regular tour of duty shall be deemed overtime service.

Section 5. Tours of duty shall not be changed to avoid the payment of overtime.

Section 6. An employee covered by this Agreement who is out of the usual jurisdiction of the Belmont Police Force on official police business, or attending school in pursuit of police-related studies, shall not be allowed overtime pay for hours spent traveling out of the jurisdiction or to school or for hours spent outside of classroom study or for hours spent for rest, relaxation, dining, entertainment or sleeping.

Section 7. In the event an officer is absent from a regular tour of duty due to an illness, that officer will not be eligible for overtime until forty-eight hours has elapsed since the end of that

officer's last scheduled tour of duty. It shall be the officer's responsibility to refrain from accepting overtime during this period of ineligibility.

Section 8. When an officer attends training, the Department may elect to have the officer receive, or the officer may elect to receive, compensatory time off in lieu of receiving cash overtime under the FLSA or collective bargaining agreement. However, the final decision will rest with the Police Chief or his or her designee, based on the needs of the Department. This compensatory time shall be accrued at the rate of one and one half times (1 ½) the time spent at training (e.g. eight (8) hours of training will yield twelve (12) hours of compensatory time). Compensatory time accrual will be capped at forty (40) days of work, equivalent to sixty (60) days, based on the time and one half provisions, per officer.

ARTICLE 14 CALL BACK TIME

An employee called back to work after having left work shall receive a minimum of three (3) hours work at overtime rates, unless the time extends to the employee's regular work shift.

ARTICLE 15 COURT TIME

Any member of the Unit who at any time, other than during a regular tour of duty, is required to attend any court proceeding in criminal or civil matters resulting from his or her duties as a police officer, either as a witness or in any other official capacity, shall be entitled to overtime compensation for every hour or fraction thereof during which he or she was in such attendance or appearance, but in no event less than four (4) hours. Officers shall be compensated the existing minimum of four (4) hours if notice of cancellation of Court appearance is given less than twelve (12) hours of a scheduled court appearance. For the purpose of this paragraph, a court proceeding shall include grand jury proceedings, pretrial conferences, conferences with any representative of the

office of the District Attorney or related proceedings in criminal matters before any board or agency of the Town, the Commonwealth, or the Federal Government. The Town shall reimburse Officers the costs incurred for parking while attending a required court appearance.

Court time shall commence at 8:00 A.M. unless otherwise required by the Third District Court of Middlesex County. The "tentative court list" shall be abolished.

If an officer works an 8 a.m. court time assignment following a last half night shift and is released prior to 1 p.m., said officer is not required to report for an assigned first half shift until 6 p.m. in order to have a rest period of five (5) hours. This provision does not apply to those attending afternoon traffic court.

ARTICLE 16 EXTRA DETAILS

Section 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. Detail availability lists shall be prepared weekly. The refusal of a detail by an employee which is offered (with at least 24 hour's notice) shall be considered the same as a detail worked, and said employee's name shall go to the bottom of the list. Details offered with less than 24 hours' notice and refused shall not be considered a detail worked, and the employee shall not lose his or her position on the list. A detail availability list will be established on a weekly basis.

In extraordinary and infrequent circumstances, the Chief may select employees for special details, provided he or she confers with the President(s) or his or her designee(s) prior to the selection and equalizes the detail opportunities among all persons on the list as soon as practical thereafter. Said detail list will be created and published in a manner compatible with the Department's then current computer system.

Section 2. A log of all details shall be maintained by the detail officer, and it shall be available to union steward or union officers on request.

Section 3. Details shall be offered to members in the Belmont Police Department. Currently employed members of the Belmont Police Department will first be solicited for outside details. After current members are solicited, details will be offered to either Reserve Officers or Retired Belmont Patrolmen at the sole discretion of the Chief. In order to retain eligibility retired patrol officers must retain certification for "First Responder" and "CPR". The Town may also require retired patrol officers to verify their physical capacity to perform details.

Section 4. Effective upon the date of signing of this Agreement, the compensation for extra details shall be one and one-half (1-1/2) of the maximum patrol officer's hourly rate, plus an additional four dollars and fifty cents (\$4.50) per hour, 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. If the contracting agency is the Town Clerk's office, the Belmont Public Schools or a non-profit entity putting on an event at a Belmont Public School, the only minimum payment will be four hours.
- (b) In the event there are three (3) or more officers on the same detail, without a ranking officer, the Police Chief or his or her designee shall designate an officer to function in a supervisory capacity. A patrol officer supervising a detail in a sergeant's capacity shall earn a rate that is twenty percent (20%) above the detail rate of a patrol officer.
- (c) All extra details in excess of eight (8) hours shall be compensated at one and one-half (1.5) times the detail rate.

Section 6. In the event an officer is absent from a regular tour of duty due to an illness, that officer will not be eligible for paid details until forty-eight hours has elapsed since the end of that officer's last scheduled tour of duty. It shall be the officer's responsibility to refrain from accepting overtime during this period of ineligibility.

ARTICLE 17

HOLIDAYS

The following days will be paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Juneteenth (6/19)

Holiday pay shall be one day's pay and shall be paid to each employee over and above his or her regular weekly salary. Holiday Pay shall be computed by taking the hourly rate of base pay (weekly rate of base pay divided by 37 hours) multiplied by 8 hours.

Those employees who exercise the provisions of Article 19, 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 18 SICK LEAVE

Section 1. The existing practice of the Department in relation to sick leave will remain in effect for the duration of this Agreement subject to the provisions of Sections 2 and 3 of this Article.

Section 2. Employees absent on sick leave or injury leave may be required to submit medical reports from a qualified physician and may be required to take a physical upon returning to work.

Section 3 Officers absent from work for illness, who have been out ill for seven cumulative days during the calendar year, shall be required to remain at home beginning the eighth day for twenty-four hours a day for the first fourteen calendar days and for their regular shift only on additional days that they remain absent from work. They may only leave their primary residence to attend a medical appointment, obtain a prescription at the pharmacy, obtain groceries, or to attend to child care needs. Prior to leaving home, officers must contact the Shift Commander on a recorded

line regarding the need to leave home. This provision will apply each time an officer is out ill following the seventh cumulative sick day during a calendar year.

ARTICLE 19
EARLY RETIREMENT NOTIFICATION INCENTIVE

This article is designed to provide employees of the Belmont Police Department an incentive to give early notification of retirement. The parties acknowledge that delays in filling vacancies under the civil service system 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 9, "Compensation", for the one year period preceding his/her retirement subject to the following conditions:

1. The employee gives written notice to the Police Chief and Human Resources 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.

ARTICLE 20
UNUSED SICK LEAVE INCENTIVE

An employee who uses no sick leave days for a period of 90 consecutive calendar days shall be allowed one (1) tour of duty off without loss of pay on reasonable notice to the Department, with the understanding that the Town will not incur an overtime pay obligation based on the operation needs of the Department as determined by the Chief. Such tours of duty shall not exceed four (4) per year and may accumulate to the next year, but not thereafter. In the option of the Town, any such tour of duty may be paid off in cash rather than time off. Under no circumstance shall more than three officers per shift be on any leave pursuant to this Article.

ARTICLE 21
HEALTH AND FITNESS INCENTIVE

The Town has implemented an annual volunteer physical fitness test as listed below. Officers who volunteer to participate in the fitness testing will not be compensated for their time in the testing procedures. An officer will not be qualified to participate in this program if s/he has used in excess of twelve sick days, or parts thereof, during the preceding calendar year. Within six (6) months of signing up for the volunteer exercises, for either the spring or fall program, members must provide proof of medical clearance, at their expense, from their personal physician.

Upon achieving a passing score on each of the fitness standards listed below, an officer will receive a one time annual bonus equal to one week of their base pay rate.

Males	20-29	30-39	40-49	50 to retirement
*Push-up	26	22	17	12 (1 minute)
* Bench Press	75% of Body Weight (1 Repetition)			
Sit-up	32	29	25	21 (1 minute)
1 Mile Run	10 min.	11 min.	12 min.	13 min.
Females	20-29	30-39	40-49	50 to retirement
*Push-up	16	11	10	7 (1 minute)
*Bench Press	75% of Body Weight (1 Repetition)			
Sit-up	28	21	18	14 (1 minute)
1 Mile Run	11 min.	12 min.	13 min.	14 min.

** Officers will have the choice of bench press or push-ups*

ARTICLE 22
FUNERAL LEAVE

In the event of a death in an employee's immediate family, an employee may take up to three (3) consecutive work days as bereavement leave. Members of the immediate family are considered to be: spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, grandfather-in-law, grandmother-in-law. Further, in the event of a death in an employee's family for a relative other than those herein enumerated, an employee may take one (1) work day as bereavement leave.

The Police Chief will have the discretion to allow additional bereavement leave of up to three (3) days, if he or she determines that an unusual circumstance exists that warrants said request.

ARTICLE 23
MILITARY LEAVE

Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted leave of absence with pay during the time of his or her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.

ARTICLE 24
OTHER LEAVES OF ABSENCE

Subject to the operating needs of the Department, leave of absence without loss of pay will be permitted for the following reasons:

1. Inoculation required by the Town.
2. Red Cross blood donations authorized by the Department.
3. Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the Department.
4. Medical examinations for retirement purposes.
5. Attendance at educational programs required and authorized by the Town.

Employees taking leave pursuant to this Section shall be compensated only for actual time spent performing the tasks enumerated in numbers 1 through 5 above. Employees will be additionally compensated for time reasonably spent traveling to and from said activity.

ARTICLE 25 ANNUAL VACATION LEAVE

Section 1. How computed.

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

- Up to five (5) years of service: Two (2) weeks annually
- Five (5) or more years of service: Three (3) weeks annually
- Twelve (12) or more years of service: Four (4) weeks annually
- Twenty (20) or more years of service: Five (5) weeks annually

A week is considered to be 7 days. Upon graduation from the Academy, new hires will accrue at the rate of 2.15 hours per week. On January 1st following completion of the Academy, newly hired patrol officers will receive vacation time in accordance with the schedule above.

Section 2. When taken. The time at which an employee takes annual leave shall be determined by the Department Manager with particular regard to the needs of the service and is not limited to any particular time of the year and with regard to the wishes of the employee. All vacation schedules must be arranged in advance with the consent of the Department Manager. Preference of vacation shall be based on seniority; provided, however, further that officers who have given advance notice of vacation leave may not be "bumped" by a more senior officer less than three

days prior to their scheduled vacation leave. Up to three (3) patrol officers per shift shall be given the opportunity to select their vacation.

Section 4. Waiving vacation prohibited. As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double vacation pay.

Section 5. Units of leave. Vacation leave shall not be taken in units of less than one (1) day. Single days can only be taken with no less than one (1) days notice to the Chief or his or her designee, provided there are no more than three (3) patrol officers per shift on vacation. The date of separation may not be extended by use of vacation leave.

Section 6. Maximum accumulation. Vacation hours accumulated by an employee shall not be allowed to exceed more than twice the number of hours an employee would earn annually.

Section 7. Accumulation leave. Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off. Vacation leave shall continue to accumulate during a leave of absence with pay or during an authorized leave of absence due to an injury occurring while on duty.

Section 8. Computing length of service. Time worked as a part-time employee, when immediately followed by full-time employment, shall be included in computing length of continuous service for vacation leave and longevity benefits.

ARTICLE 26
PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEE

Section 1. The Town shall deduct Union dues from the pay of employees who are members of the Union, the amount of said dues to be determined by the Union, and remit said dues along with a list of employees from whom dues have been deducted.

Section 2. Persons covered by this Agreement who are not Union members may choose to voluntarily to pay to the Union an agency service fee commensurate with the cost of collective bargaining and contract administration not to exceed Union dues. The Union agrees to indemnify the Town against any financial liability it might incur in complying with this section.

Section 3. Union dues and agency service fees will be sent to Belmont Police Patrolmen's Association, Belmont, MA.

ARTICLE 27
UNIFORM AND PERSONAL PROPERTY

Section 1. Subject to Section 2 below, an employee shall be responsible for maintaining his/her uniform to an acceptable standard.

Section 2. Upon the determination by the Chief of the Department that an employee's articles of clothing were torn or destroyed in the line of duty, the Town agrees to replace said clothing.

Section 3. Upon the determination by the Chief of the Department that personal property of an employee, reasonably required for performance of the job, was destroyed in the line of duty, the Town agrees to replace said property. Receipts shall be submitted for reimbursement, and such reimbursement shall not exceed \$600 per item, except that the Chief shall have the discretion to reimburse in excess of \$600 in unusual circumstances.

ARTICLE 28
WAIVER

The failure of the Town or Union to insist in any one or more incidents upon performance of any of the provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Union to 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 29
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 provisions of this Agreement shall be found contrary to law, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 30
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 31
JOB POSTING AND BIDDING

When a position not covered by Civil Service covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for twenty-one (21) days. Employees interested shall apply in writing within the twenty-one day period. Within five (5) days of expiration of the posting period, the Chief will award the position to the most qualified applicant, in the judgment of the Chief. The successful applicant shall be given a ninety (90) - day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the Chief that that employee is not qualified to perform the work, he or she shall be returned to his or her old position and rate.

Nothing in this Article shall be construed to mean that vacancies must be filled. That decision shall rest wholly with management.

ARTICLE 32
SAFETY COMMITTEE

A safety committee shall be formed and shall include members of management and the bargaining unit. This committee shall meet monthly and shall make a serious attempt to improve any unsafe condition that may be discussed.

ARTICLE 33
EDUCATIONAL INCENTIVE

Section 1. Upon employment as a sworn officer, for bargaining unit members eligible for the career incentive pay program established in G.L. c. 41, §108L, the Town agrees to pay 50% of the base salary increases referenced in G.L. c. 41, §108L, paragraph 4, without regard to the percentage or amount of reimbursement, if any, provided by the Commonwealth of Massachusetts under the reimbursement provisions of c. 41, §108L, paragraph 5.

Section 2. Upon completion of five (5) years of service, for bargaining unit members eligible for the career incentive pay program established in G.L. c. 41, §108L, the Town agrees to pay 100% of the base salary increases referenced in G.L. c. 41, §108L, paragraph 4, without regard to the percentage or amount of reimbursement, if any, provided by the Commonwealth of Massachusetts under the reimbursement provisions of c. 41, §108L, paragraph 5.

Section 3. For those bargaining unit members who possess or obtain a Certificate in Criminal Justice from an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education, the Town agrees to pay an annual education incentive benefit of \$1,500. In no circumstance shall a member receive both degree incentive and certificate incentive.

Section 4. In recognition of the benefits to the public to be derived through the continuing education of the employees covered by this Agreement, this section shall remain in force and effect as a free standing contractual education incentive system notwithstanding the repeal or, or any amendment to, c. 41, §108L.

Section 5. If at any point the Commonwealth restores funding and actually reimburses the Town to the levels set forth in M.G.L. c. 41, § 108L, the Town would retain all said reimbursement.

ARTICLE 34 DRUG AND ALCOHOL TESTING

The Town of Belmont has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

The Town is obligated to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the Town's property, information, equipment, operations and reputation.

Prohibited Conduct

The following on-duty conduct shall constitute an offense under this Article.

- The possession, use, transfer, manufacture or sale of any illegal drug, unless in the performance of official duties
- The possession, use, transfer, manufacture or sale of alcohol during working hours, or while using Town vehicles or facilities, unless in the performance of official duties.
- Driving under the influence of alcohol or drugs.

- Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.04 or impaired by drugs or alcohol.
- Distributing drugs on town property whether on or off duty, unless in the performance of official duties.

Prohibited Drugs

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

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and/or efficiently. Any questions or doubts should be raised with the Police Chief or his/her designee.

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 after a conditional offer of employment has been made and prior to the date of hire.
 - b. Promotions and Specialty Assignments: Each employee will submit to a drug test after an offer of promotion to higher rank or assignment to the position of Detective or K-9 Officer. The drug test will be administered prior to the date of such promotion or assignment.
 - c. Reasonable Suspicion: A police officer may be required to take a drug and alcohol test if there is reasonable suspicion on the part of the Chief or his/her designee, that the police officer has been using drugs or alcohol in violation of this policy. "Reasonable Suspicion" is something more than a hunch but less than probable cause. It means a reasonable individualized suspicion, which can be articulated, that the employee has violated this policy. It must be based upon specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to

suspect that the individual is or has been using drugs and/or alcohol in violation of this policy.

- d. **Post-Incident:** Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Police Chief or his/her designee to submit to a drug and/or alcohol test.
- e. **Failure to Submit to Testing:** A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures:

The Police Chief or his/her designee will direct the employee to report to the testing site for a blood or breathalyzer 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). A breathalyzer test will be administered by a qualified operator. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. In the event that the test result indicates a blood alcohol content of .04 or above, the result shall be reported to the Police Chief or his/her designee immediately.

3. Drug Testing Procedures:

- a. **Collection:** An employee subject to drug testing will be directed to report to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.
- b. **Processing:** Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana,

cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

- c. **Reporting of Results:** The results of a drug or alcohol test will be reported verbally and in writing to the Police Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a “need to know” basis.
- d. **Positive Results.** Before a positive test is reported to the Police Chief or his/her designee by the testing laboratory, the medical professional who interprets the results (“Medical Review Officer”) will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee’s explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Police Chief or his/her designee as “negative.” The laboratory will not provide to the Police Chief or his/her designee 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 from among laboratories that are certified by the State or Federal Government, to be reviewed annually by the Town and the Union.

Searches

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy.

Employees have no expectation of privacy in such areas.

Enforcement

Any employee who violates this Article will be subject to discipline, up to and including discharge from employment. Progressive discipline, as outlined in the Belmont Police Department Policies and Procedures #49, “Professional Standards” and #6.4, “Professional

Conduct”, shall be used for officers that violate this article unless the violation is viewed as egregious or extraordinary by the Police Chief or his/her designee.

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).

Referral Procedures for Supervisors

The department’s supervisors are responsible for being alert to declining job performance, erratic behavior or other symptoms of possible substance abuse. Whenever a supervisor who has been trained in making determinations of reasonable suspicion of drug and/or alcohol use (as defined in Section 2.7 of these procedures) makes such a determination, the following steps will be taken:

1. The supervisor will document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing, and the action(s) taken.

2. Prior to referring an officer for testing, the supervisor will discuss the problem with the officer in a private location with one witness, preferably another supervisor, present.

Caution will be taken not to accuse the officer of substance abuse, but the officer will be presented with instances of questionable behavior. If the officer does not have an acceptable explanation for his/her questioned behavior, the supervisor will continue with the procedures set forth in this section. Nothing in this procedure is intended to prevent the officer from invoking any Weingarten rights the officer may have. The officer shall have the opportunity to consult with a representative of the Union or his or her attorney, and to have either present, as long as such consultation and representation does not serve to delay the testing process.

3. The supervisor shall consult with the Police Chief or his or her designee and they shall jointly decide whether to refer an officer for testing. All persons involved in the decision-making process will have received training in the identification of actions, appearance, and conduct that are indicative of the use of alcohol and/or drugs.

4. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself or others, the officer will be immediately removed from the work site and where there is no other misconduct resulting in suspension the officer shall be placed on administrative leave and shall be subject to customary restrictions of such leave.

5. Once a determination has been made to refer an officer for testing, it will be the responsibility of the supervisor to advise the officer of such decision and to escort the officer to a collection facility. The supervisor should remain with the officer at the collection site facility until testing is concluded. In the event that leaving the scene and/or remaining with the officer is not feasible, the supervisor will:

- a. Arrange transportation to the collection facility (the officer will be instructed not to drive a vehicle);
- b. Notify the collection facility that the officer is being sent for testing;
- c. Request that the collection facility notify the supervisor when collection

procedures are completed;

- d. Arrange transportation for the officer following the collection process; and
- e. Notify the officer that he or she is not to return to work pending receipt of the test results by the Investigating officer.
- f. Upon conclusion of the examination, the supervisor will ensure that the officer is escorted to his/her destination. The supervisor will direct the officer not to drive himself/herself to his/her destination. The officer will be placed on administrative leave pending receipt by the Investigating officer of the test results and the officer will be notified of this change in status.
- g. If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he or she would have worked during the suspension period.
- h. The Chief or his/her designee shall provide an employee suspected of alcohol misuse or drug abuse with a written report evidencing the basis for the testing. Such report must be made available within twenty-four hours of the time the test is taken.
- i. In those cases where a supervisor discovers an officer who possesses what appears to be illegal drugs or alcohol, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be an illegal drug, will immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance consistent with the department's procedures for handling and collecting evidence.

ARTICLE 35 LIGHT DUTY

Section 1. Purpose. Whenever a police officer is incapacitated for duty because of an injury or illness sustained in the performance of duty, the police officer shall be granted leave without loss of pay, or benefits, for the period of such incapacity in accordance with the provisions of Massachusetts General Laws Chapter 41, Section 111F.

Light duty is intended to allow the Police Chief to assign an incapacitated police officer who is on leave pursuant to Massachusetts General Law, Chapter 41, Section 111F or an incapacitated

police officer who is on leave due to a non-work related illness or injury, who are capable of contributing to the work of the department, to perform duties and responsibilities of their position consistent with the limitations of their injury and/or illness.

Section 2. Return to Light Duty. A police officer assigned to light duty shall retain the benefits of his/her position prior to his/her injury or illness and shall continue to accrue vacation time consistent with Section 7 of Article 25, Annual Vacation Leave. The sick time policy for officers assigned to light duty shall be the same as officers that are not on light duty.

A police officer's return to light duty under this article shall not impair any right to injured leave status if from time to time his/her work related incapacity prevents the performance of light duty. Similarly, any police officer who sustains a work related injury or re-aggravation of a work related injury while performing light duty, he/she will be eligible for injured leave in accordance with M.G.L. c. 41 s.111F.

In the event a police officer finds that the light duty assignment has actually aggravated or retarded the healing of his/her injury he/she may present medical evidence to that effect to the Police Chief. The Chief will then suspend the light duty assignment until the officer's medical condition is further evaluated. The opinion of the physician(s) rendered in accordance with Section 3 of this article will be relied upon by the Chief in assigning light duty.

Section 3. Determining Eligibility for Light Duty. Based upon supporting medical documentation, a police officer may request or the Police Chief may require a light duty assignment. In determining whether a police officer is medically fit to perform light duty and the related hours and times thereto, the Chief will consider the recommendation of the officer's personal physician. The Chief may also require the officer to submit to a medical examination and will also consider the resulting recommendation. Physicians utilized by the Town of Belmont shall have an expertise,

experience, and/or practice in the medical area diagnosed and/or the recommended treatment. If the Chief determines that a medical examination by a Town designated physician is required, the Town of Belmont shall bear the costs associated with the examination. The Town's designated physician shall consult with the officer's physician to see if they can agree on the officer's capacity for light duty.

Consideration shall be given to the effects of prescription medication being taken by the police officer and reasonable accommodations shall be made in that connection.

The Town of Belmont, consistent with M.G.L. c. 41 s.100, shall bear the reasonable costs of all physicians, and other related medical expenses in cases where the injury is work related. Additionally, in non-work related cases, with regard to the payment of physicians, each of the parties shall be liable for the costs of their own medical examinations.

If a disagreement exists between the employee's physician and the second physician utilized by the Town, a third physician will be chosen from a list of Board Certified Physicians in the specific field.

The third physician shall, at the Town's expense, review the relevant medical records and the list of regular job duties and examine the officer, and then make a determination concerning the officer's job capacity for light duty. The determination shall be in writing and provided to the Town, the Association and the officer and will be binding on the parties.

Pending the receipt of the written medical opinion of the third impartial physician, the Town shall not require the officer to return to light duty and continue to fully compensate him on either paid injury leave or sick leave, depending on whether the sickness, injury or disability was sustained in the line of duty.

Section 4. Scope of Duties. The Police Chief shall assign a police officer on light duty only

to those duties and responsibilities as defined in the job description(s) for their respective title, and those duties, tasks, and responsibilities customary to their position within the Belmont Police Department as a matter of past practice. The assignment and performance of said duties and responsibilities shall be consistent with the opinion of the physician(s) rendered in accordance with Section 3 of this article and relied upon by the Chief in assigning light duty.

In any event, light duty assignments shall not involve prisoner contact. There will be no disciplinary action taken against a police officer assigned to perform light duty tasks who fails to physically intervene in incidents and events requiring police intervention, consistent with the opinion of the physician(s) rendered in accordance with Section 3 of this article and relied upon by the chief in assigning light duty. Also, there will be no disciplinary action taken against a police officer assigned to perform light duty tasks who does physically intervene in incidents and events requiring police intervention, even though such physical intervention is not consistent with the opinion of the physician(s) rendered in accordance with Section 3 of this article and relied upon by the Chief in assigning light duty.

Section 5. Duration and Hours of Assignments. A light duty assignment shall not extend beyond 90 (ninety) consecutive days without re-evaluating the medical condition of the police officer, except when a greater period of time is provided for by the opinion of the physician(s) rendered in accordance with Section 3 of this article. In no event shall light duty extend beyond the period of disability.

A police officer shall work a light duty assignment consisting of the number of hours as determined by the physician(s) rendering the opinion relied upon by the Chief in assigning light duty in accordance with Section 3 of this article.

The department shall be required to maintain accurate records of hours assigned to light duty

in writing to the other on or before one hundred fifty (150) days prior to its expiration in any year, such amendment, alteration, change, or addition, if agreed upon by the parties, to become effective as of July 1st of that year.

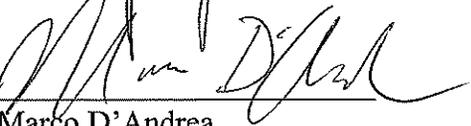
Said notice shall contain the subject matter of any proposed amendment, alteration, change, or addition to be negotiated. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as a sealed instrument on the day and year first set forth above.

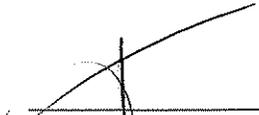
Belmont Police Patrolman's Association



Michael Pelrine, President



Marco D'Andrea

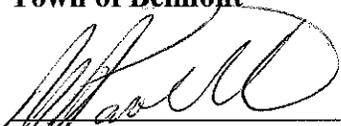


Cory Taylor

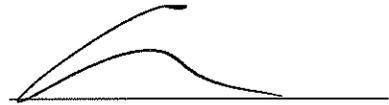
03/29/23

Date

Town of Belmont



Mark Paolillo, Chair



Adam Dash



Roy Epstein



Patrice Garvin, Town Administrator

4-4-23

and upon request, in writing, will make said information available to the employee within a reasonable period of time after said request.

Any officer while on a light duty assignment shall not be eligible to work overtime and or details.

Nothing in this article shall prevent the Town from denying a reasonable accommodation for an injured or ill employee where the Town determines that said accommodation creates an undue burden for the Town.

ARTICLE 36 MISCELLANEOUS

Section 1. The Town agrees to provide space for a bulletin board for the posting of matters of interest to the Union membership.

Section 2. When the Chief makes reference to personnel records, the employee concerned shall be allowed to view them.

Section 3. The Town agrees to provide hepatitis B shots for all officers. Those officers whose health plan or spouse's health plan covers these shots shall use their plan to pay for the shots. Otherwise, the Town will pay for the shots.

Section 4. Defibrillators. All employees shall be trained in the use of defibrillators, and shall make such use of defibrillators pursuant to departmental policy.

ARTICLE 37 DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2020 to June 30, 2025 and shall continue from year to year thereafter unless terminated by either party by notice in writing to the other delivered on or before one hundred fifty (150) days prior to its expiration. If either party wishes to amend, alter, change, or add to this Agreement for any subsequent year, notice thereof shall be given

Date

