

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF BELMONT**  
**AND**  
**THE INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**  
**LOCAL 1637**

**JULY 1, 2007 TO JUNE 30, 2010**

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AGREEMENT  
between  
TOWN OF BELMONT  
and  
BELMONT FIREFIGHTERS, LOCAL 1637,  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO

This MEMORANDUM OF AGREEMENT entered into as of July 1, 2007 by and between the Town of Belmont, acting by its Board of Selectmen, and Belmont Firefighters, Local 1637, International Association of Firefighters.

WHEREAS: The Board of Selectmen, 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 Firefighters, 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 Firefighters, Local 1637, International Association of Firefighters, 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 Board of Selectmen 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 2A**

**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 3**

**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 4**

**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 5**

**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. Not more than three members will be allowed time off under this article.

**ARTICLE 6**

**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 6 A**

**AGENCY SERVICE FEE**

Persons covered by this Agreement who are not Union members shall be required as a condition of employment to 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 7**

**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.

Members 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 a member has had a medical physical exam and a Human Resources Division Physical and Agility Test, the members 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.

If a member with less than five years of service requests a lateral transfer to another fire department, that member 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 8**

**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.

**ARTICLE 9**

**PROTECTIVE CLOTHING, UNIFORMS AND WORK CLOTHES**

The Town shall continue to provide the original issue of dress and work uniforms to new employees. Subsequent to the year of original issue, employees will be paid an annual cash clothing allowance in the amount of \$600. The Town shall provide new uniforms or alterations to a member'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 a member to a higher rank

There shall be an annual \$450 uniform maintenance allowance paid to employees. The change to a cash allowance shall not diminish the employee's responsibility of maintaining his dress and work uniform irrespective of any claim that the cash clothing allowance has been exhausted.

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 members 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.

The clothing and uniform maintenance allowances shall be paid during each fiscal year in equal weekly amounts.

**ARTICLE 10**

**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. Members not actually on duty will not

use the uniform or any part thereof for the purpose of identifying themselves as members of the Department unless approved by the 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 first week in May and the first week in November of each year. Any member not reporting for duty during this period will stand inspection their first tour of duty that they return.

## **ARTICLE 11**

### **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:

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 twenty (20) 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.

Step 4. If the grievance cannot be resolved at Step 3, within ten (10) days after the hearing, 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 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 designee, shall set the joint meeting for not later than ten (10) days after receiving the request. Counsel may be present.

Step 5. If the grievance cannot be resolved at Step 4, within ten (10) days after the hearing, the Grievance Committee shall then submit the grievance to the Board of Selectmen in writing with the request for a meeting between the Selectmen 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. The Selectmen shall set the joint meeting for not later than ten (10) days after receiving the request. Counsel may be present.

Step 6. In the event that the grievance cannot be resolved satisfactorily within fourteen (14) days after such meeting at Step 5, 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 12**

**COMPENSATION PLANS**

Effective July 1, 2007 through June 30, 2010, the weekly pay for each classification shall remain the same as follows:

July 1, 2007 – 5% increase:

<b>STEP</b>	<b>FIREFIGHTER</b>	<b>LIEUTENANT</b>	<b>CAPTAIN</b>
1	737.65	1,040.06	1,294.79
2	774.53	1,086.87	1,351.58
3	813.25	1,135.78	-
4	853.39	-	-
5	896.61	-	-

Effective July 1, 2008 through June 30, 2009 the weekly pay for each classification shall remain the same as follows:

July 1, 2008 – 3.5% increase

<b>STEP</b>	<b>FIREFIGHTER</b>	<b>LIEUTENANT</b>	<b>CAPTAIN</b>
1	763.46	1,076.47	1,340.11
2	801.64	1,124.92	1,398.89
3	841.72	1,175.54	-
4	883.80	-	-
5	927.99	-	-

Effective July 1, 2009 through June 30, 2010, the weekly pay for each classification shall remain the same as follows:

July 1, 2009 – 3.5% increase

STEP	FIREFIGHTER	LIEUTENANT	CAPTAIN
1	790.18	1,114.15	1,387.02
2	829.69	1164.29	1,447.85
3	871.18	1216.68	
4	914.74	-	-
5	960.47	-	-

STEP	FIREFIGHTER	LIEUTENANT	CAPTAIN
1	790.18	1,169.86	1,456.37
2	829.69	1,222.50	1,520.24
3	871.18	1,277.51	
4	914.74	-	-
5	960.47	-	-
6	1008.50		

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.

Eligible members will move to the new top step six or officers' rates on their anniversary date in compliance with the contract.

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 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 appointment as a regular member of the Department.

Day Staff Stipend. Employees assigned to day shift staff positions shall receive an annualized amount of two thousand dollars (\$2000). The annualized amount of \$2000 shall be 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. Employees shall receive the amount of five hundred dollars (\$500) annually, 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.

Emergency Medical Technicians. The Town will pay to each employee holding an EMT certificate the annual sum of \$1,500.00. The Town will incur no additional expense with respect to a firefighter's EMT certification. All re-certifications must be done on an employees own time.

In addition, each year the Town will provide in service E.M.T. 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.T. Coordinator. Each E.M.T. maintains exclusive responsibility for his/her re-certification. Each E.M.T. must either participate in the training provided by the Town at the times determined by the E.M.T. Coordinator or fulfill the requirements on his/her own time and at his/her own expense.

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

The Town reserves the right to require EMT 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.

The EMT differential shall be paid during each fiscal year in equal semi-annual amounts, one-half payable the first payroll week in December and one-half payable the first payroll week in June.

An E.M.T. Coordinator position shall be established with an annual stipend of two thousand (\$2,000.00) dollars. Stipend to be paid in equal semi-annual amounts the first payroll week in December and the first payroll week in June.

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 semi-annual amounts the first payroll week in December and the first payroll week in June.

Defibrillation Certification: The Town will pay to each EMT and to each First Responder holding a certificate in defibrillation an annualized amount of eight hundred dollars (\$800). The annualized amount of \$800 shall be paid in equal weekly amounts.

Medication Distribution: The Town will pay to each Emergency Medical Technician (EMT) an annualized amount of three hundred twenty five dollars (\$325) for the responsibility to distribute controlled medications. Said controlled medications shall include but not limited to Epinephrine (EPI-PEN), Albuterol, Aspirin, Glucose, Activated Charcoal and Oxygen. The annualized amount of three hundred twenty five dollars (\$325) shall be paid in equal weekly amounts

## **ARTICLE 12A**

### **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 he notifies the President or his 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 Captains shall maintain a log of all details and it shall be available to the union officers on request.
- 3) Details shall be offered to members of the Belmont Fire Department. Details shall not be offered to retired members of the Belmont Fire Department as long as permanent members of the department are available.
- 4) Effective upon the date of signing this Agreement, members 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 12B**

**LONGEVITY**

Effective upon the date this Agreement is executed, bargaining unit members who have completed at least 15 years of service in the Belmont Fire Department, may elect a longevity payment in accord with the schedule set forth below, said payment to be paid in equal installments over three 52 week periods, for the consecutive years that follow acceptance of this section by the individual member. Members of the Belmont, Mass. Contributory Retirement System, receiving longevity payments in accordance with the provisions of Article 12B, who separate from his or her Town employment, any amount remaining and unpaid due for the balance of that year of separation shall be paid in a lump sum to the member at the time of separation and will be considered regular compensation and will be included in the member's retirement benefit. Furthermore, any balance due beyond the year of separation will not be considered regular compensation. Unit members accepting payments pursuant to this section will be ineligible to receive payments as specified in Section 3 of Article 21. Additionally, unit members accepting this provision will not thereafter be entitled to carry forward accumulated vacation leave from year to year.

It is expressly understood between the parties that members accepting Longevity payments under this Article are entitled to receive said payments only once during their employment with the Town.

**Schedule of Payments**

More than **15** years of service, but less than **20** years of service:

Firefighter	\$ 3,755	Lieutenant	\$ 4,570	Captain	\$ 5,386
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More than **20** years of service, but less than **25** years of service:

Firefighter	\$ 4,694	Lieutenant	\$ 5,712	Captain	\$ 6,733
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More than **25** years of service:

Firefighter	\$ 5,633	Lieutenant	\$ 6,855	Captain	\$ 8,080
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**ARTICLE 13**

**PERSONAL DAY**

All employees shall be entitled to two (2) personal shifts without loss of pay. The Town will cover one (1) personal shift with overtime. Personal time may be accumulated to the next year, but not thereafter.

**ARTICLE 14**

**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 employees shall be paid within two (2) payroll weeks of the time said monies are earned.

**ARTICLE 15**

**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 16**

**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 over for less than one (1) hour beyond their shift will be compensated at their regular overtime rate for time actually worked.

**ARTICLE 17**

**HOLIDAYS**

The following days will be paid holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus 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 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.

## **ARTICLE 18**

### **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 wife or child and the parent, brother, sister, grandparents, and grandchildren of either the employee or his wife.

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 19**

### **SICK LEAVE**

As provided in Section 9 of the Personnel Policy Guide issued by the Personnel Board of the Town, employees shall be granted 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.

Members 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 19A**

### **UNUSED SICK LEAVE INCENTIVE**

An employee who uses fewer than five (5) sick leave shifts per year shall be allowed one (1) shift off without loss of pay on reasonable notice to the Department. For the purposes of this article, eight (8) consecutive shifts related to the same illness or injury shall be considered as one (1) shift. The Town will cover one Sick Leave Incentive shift with overtime. Such shifts may be accumulated to the next year, but not thereafter.

## **ARTICLE 19B**

### **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 Board of Selectmen 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, 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 12 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 19 C**

### **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, his own physician may examine him 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 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 him 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 his 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 him 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 and Plans Review 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) At the discretion of the Chief of the Department, firefighters assigned to light duty status will work not more than a five (5) day, forty (40) hour work week Monday through Friday, holidays excluded, 8:00 AM. to 4:00 PM.). If while on light duty a firefighter is assigned to work less than forty (40) hours per week the balance of any hours not worked 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 19 D**

### **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 members 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.

4. Any sick leave donation to the bank will not be counted as sick time used for the purpose of calculating the sick leave incentive day.
5. Local 1637 Members who are employees of the Belmont Fire Department that have contributed a minimum of one (1) day annually to the sick bank, unless the sick bank is at its maximum amount, shall be eligible to petition the Committee for consideration.
6. Sick days contributed by members to the sick bank will be added to the bank on the first day of the fiscal year. In the event that the sick bank drops to the required minimum or below, members may donate to the 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 bank.
7. Any member seeking sick days from the sick bank must petition the Committee in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the severity and expected length of injury / illness. This medical information will be considered confidential and can not 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 bank. Once all accrued time is exhausted, there shall be no waiting period to receive sick bank days.
9. The petition shall be judged on the following criteria only:
  - a. The severity of the stated injury / illness

- b. The overall need of said member
- c. The member's attendance and employment records

10. The Committee shall not grant more than sixteen (16) shifts to a member at any one time. However after 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 20**

**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 Associated Firefighters 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.

**ARTICLE 21**

**VACATIONS**

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

1 but less than 5 years' service	2 weeks
5 but less than 12 years' service	3 weeks
12 but less than 25 years' of service	4 weeks
25 years of service and over	5 weeks

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

Employees shall receive the full vacation credit to which they are entitled to on January 1st of that year. However, it is understood that this vacation credit shall be adjusted on a pro rata basis for the year in which the employee retires or resigns.

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. One (1) week of vacation entitlement may be carried over to the next calendar year, but not thereafter. No more than two (2) officers per group shall be on leave (Vacation, Personal, Sick Leave Incentive) at any one time.

All vacation entitlement may be taken by single shifts of duty. Approval of single shifts will be subject to number of members 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.

The four (4) night shifts may be taken as day shifts. However, the four (4) day shifts may not be taken as night shifts.

Group 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) members 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 not submitted by March 15th, may be assigned. Summer vacations will be posted by March 25th.

Spring vacation dates must be submitted for approval by February 5th. No more than two (2) members 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) members per group in the same vacation period. Fall vacations not submitted by August 15th may be assigned. Fall vacations will be from the end of summer vacations through December 31st. No member 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.

Members 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 22**

### **EMERGENCY LEAVE**

When a member of the Department requests a sudden emergency leave and advises the Department of such, the Chief or Captain on duty, 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 the man who fills in for him on account of the emergency. Any additional shifts to be covered will be the responsibility of the member.

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

### **ARTICLE 23**

#### **JURY DUTY**

An employee serving on jury duty shall be paid one-fourth (1/4) of his 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, they are to submit the employers copy of the receipt to the Chief of Department.

### **ARTICLE 24**

#### **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 Board of Selectmen. 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, 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 pump no fewer than three (3) men including the officer in charge and there will be assigned to each ladder, truck, and rescue/ambulance no fewer than two (2) men, 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 four (4) day week 0730-1730 hours.

The parties further agree that a staff person may be designated to serve on fire suppression for his 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.

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 member 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 member 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 members 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 24A**

**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 so serves at a Captains 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.  
falls during such period of service.

**ARTICLE 25**

**HEALTH INSURANCE CONTRIBUTIONS**

The Town of Belmont has adopted provisions of Chapter 32B of the Massachusetts General Laws mandating that it contribute 50% of employee group health insurance premiums. — Effective July 1, 2007, the Town of Belmont agrees to pay 75% of the premium costs for the PPO plan and 80% of the premium costs for the HMO plan. Effective July 1, 2008, the current plan design of \$5 office visit co-pays and prescription drug co-pays of \$5/10/25 will change to \$15 office visit co-pays and prescription drug co-pays of \$5/25/40.

It is further agreed by both parties, that if all Town unions agree to the changes in plan design prior to July 1, 2008 and the Town implements the change prior to then; the Town will compensate each member of this Local a \$19.25 increase to clothing allowance for each month that the plan design changes take place prior to July 1, 2008. Effective July 1, 2008, this increase in clothing allowance will end and the clothing allowance will revert back to the amount specified in the contract.

**ARTICLE 25A**

**SCHOOLING**

Effective July 1, 1992, employees 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. Payment will be made for any of the courses listed by an accredited college in a Fire Science degree program, including free electives that are accepted toward a Fire Science degree. Payment for books, tuition, and fees will be made upon submission of proof that the course has been successfully completed. 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. Educational payments will be made upon submission of proof that the course has been successfully completed. The educational payments shall be made during each fiscal year in equal semi-annual amounts, one half (1/2) payable the first payroll week in December, and one half (1/2) payable the first payroll week in June. All personnel that are presently receiving payments for courses that have already been taken will continue to be paid for those courses. Anyone planning on taking future courses that will require reimbursement under this article, are to notify the Chief of the Department in advance. In addition, the employee must have completed one (1) year of employment with the Belmont Fire Department.

**ARTICLE 26**

**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 27**

**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 28**

**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 28A**

**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 sole judgment, is the most qualified applicant for the position.

**ARTICLE 28B**

**MILITARY LEAVE**

Employees who are members of the military reserves will be paid during the usual prescribed period of service to meet training obligations. Pay shall not be given for more than 16 shifts in any calendar year without modification of this article by consent of the employer.

## **ARTICLE 29**

### **PRINTING OF CONTRACT**

The Town will be responsible for printing and supplying the sufficient copies of the contract to all Union members.

## **ARTICLE 30**

### **OVERTIME RULES**

The Overtime Rules dated 2/24/99 are a joint labor, management document. They were negotiated to more equitably distribute the overtime and to address how the rules are to be administered. No changes will be made in these guidelines without first discussion between the Chief and the Overtime Committee and the approval of the Chief of the Department.

## **ARTICLE 31**

### **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.

## **ARTICLE 32**

### **DURATION OF AGREEMENT**

This Agreement shall govern the parties until June 30, 2010, 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      , 2007.

For the Union

For the Town

\_\_\_\_\_

\_\_\_\_\_

Kenny Gardiner, President

Angelo Firenze, Chairman

\_\_\_\_\_

Daniel C. Leclerc

\_\_\_\_\_

Paul Solomon

BOARD OF SELECTMEN