

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

July 1, 2007 to June 30, 2010

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AGREEMENT
between
TOWN OF BELMONT
and
JOINT PUBLIC SAFETY DISPATCHERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1637

PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into effective July 1, 2007, by and between the Board of Selectmen, acting for the Town of Belmont, a municipal corporate entity situated in Middlesex County, Commonwealth of Massachusetts (hereinafter sometimes referred to as the "Town") and IAFF, Local 1637, the Belmont Joint Public Safety Communications Dispatchers (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

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

ARTICLE II

RIGHTS AND RESPONSIBILITIES

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, the Board of Selectmen, the Town Administrator, the Police and Fire Chiefs, and the Operations

Manager have the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction, and management of the JPSC employees covered by this Agreement. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives and authority not expressly abridged or modified by the Agreement to the appropriate board, committee or officer of the Town.

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

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

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

ARTICLE III

NON-DISCRIMINATION

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

ARTICLE IV

DUES DEDUCTION

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

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

ARTICLE V

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 Massachusetts General Laws Chapter 150E. The Union agrees to indemnify the Town against any financial liability to employees covered by this Agreement which the Town might incur in complying with this section.

ARTICLE VI

NO STRIKE PROVISION

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

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

ARTICLE VII

STATE AND FEDERAL LAW

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

ARTICLE VIII
BULLETIN BOARDS

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

ARTICLE IX
VACANCIES

1. "Vacancy" is defined as an opening in a position covered by this Agreement which the Town determines to fill.

2. Notice of all such vacancies shall be given to the Union President or his or her designee, and shall be posted for ten (10) consecutive workdays on the designated bulletin boards prior to the closing date for filing applications for said vacancy. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with the classification of the position, its title, current salary range and qualifications for the position. If, at the end of the posting period, no inside applicant is chosen by the Town, the vacancy can be advertised. Notwithstanding the above, the Town may advertise externally the position of Public Safety Dispatcher concurrent with the ten day posting period.

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

ARTICLE X

PROMOTIONS AND TRANSFERS

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

ARTICLE XI

GRIEVANCE PROCEDURE

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

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

2. Grievances shall be processed as follows:

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

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

Step 3. If the Grievance Committee determines the complaint to be justifiable, it shall,

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

Step 4. If the grievance cannot be resolved at Step 3 within ten (10) days after the hearing, the Grievance Committee shall then have five (5) days to submit the grievance to the Chief of Police with the request for a meeting between the Chief of Police 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 of Police.

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

The aggrieved employee and any other employee involved, including the Chief of Police or Operations Manager shall be present at the request of the Union or the Town Administrator or designee. The Town Administrator or designee shall set the joint meeting for not later than ten (10) days after receiving the request. Counsel may be present.

Step 6. If the grievance cannot be resolved at Step 5, within ten (10) days after the hearing, the Grievance Committee shall then have five (5) days to 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 of Police or Operations Manager, 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 7. In the event that the grievance cannot be resolved satisfactorily by the answer of the Board of Selectmen as provided above, either party may, within fourteen (14) days after such answer, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. The arbitrator's decision shall be accepted by both parties as a fair and binding solution, provided, however, the arbitrator shall be without power to alter, amend, add to, or subtract from the express provisions of the Agreement.

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

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

(c) Notwithstanding any other provisions of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of a grievance or arbitration hereunder unless the employee makes an

election as authorized under General Laws Chapter 150E, Section 8.

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

ARTICLE XII
COMPENSATION

Weekly Salary

Members of the Union employed at the time of the execution of this agreement shall be compensated based upon Attachment A. During the term of this Agreement, the following compensation plan shall be in effect for new employees:

Fiscal Year 2008 (5% increase effective July 1, 2007)

Step 1	\$660.1875
Step 2	\$684.7155
Step 3	\$710.1465
Step 4	\$736.5120
Step 5	\$763.8645
Step 6	\$792.2250

Fiscal Year 2009 (3.5% increase effective July 1, 2008)

Step 1	\$683.2941
Step 2	\$708.6805
Step 3	\$735.0016

Step 4	\$762.2899
Step 5	\$790.5998
Step 6	\$819.9529

Fiscal Year 2010 (3.5% Effective July 1, 2009)

Step 1	\$707.2094 dropped
Step 1	\$733.4844
Step 2	\$760.7267
Step 3	\$788.9701
Step 4	818.9701
Step 5	849.8349
Step 6	881.4488
Step 7	914.2387

Appointment of employees shall be made at the entrance rate. Upon a recommendation of the Chief of Police or the Operations Manager, the Town Administrator may approve the initial salary at a rate higher than the minimum rate in the salary range for the position, provided that any such appointment is based on the outstanding and unusual character of the employee's experience and ability over and above the minimum qualifications required for that position. Step increases shall be granted at the rate of one step for each successive year of service.

All original appointments shall be subject to a probationary period of six (6) months service after appointment. At any time during the probationary period an employee may be transferred or

dismissed by the Chief of Police, with the approval of the Town Administrator, if the employee's performance does not meet required work standards established in an objective performance evaluation process. The employee so transferred or dismissed shall have no right of appeal or hearing, and such termination shall not be subject to the grievance and arbitration provisions of Article XI herein.

Night Shift Differential

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

Emergency Medical Technicians and Emergency Medical Dispatcher Differentials

The Town will pay each employee holding an EMT certificate the annual sum of \$750. The Town will pay each employee possessing EMD certification, except an employee receiving EMT compensation, the annual sum of \$150. The Town will assume costs associated with attaining the initial EMD certification and the cost of any recertification fees. The Town will incur no additional expense with respect to an employee's EMT certification. However, all employees receiving initial EMT certification shall be granted reasonable time off to attend classes without loss of pay or accrued leave. All recertifications must be done on an employee's own time.

The EMT and EMD differentials 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.)

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

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

Schooling

Employees who have earned a minimum of nine (9) credits in Fire Science, Criminal Justice or Communications will receive additional compensation in the amount of fifteen dollars (\$15.00) per credit per year for all credits earned prior to June 30, 2003, but in no event greater than \$900 per year. No additional compensation or reimbursement will be paid for any schooling undertaken on or after June 30, 2003.

Employees not eligible for the above shall be eligible for reimbursement for tuition costs of certain job related courses. The Town will reimburse employees up to \$300 or 100% of the costs, whichever is less, for successfully completed courses directly related to public safety dispatching as determined by Chief of Police or the Operations Manager.

Defibrillation Stipend

Employees shall be required to be trained in the use of the defibrillator located at the Police Station. The Town shall pay each employee certified in the use of the defibrillator the sum of

\$450.00 annually, said sum to be paid in weekly installments.

The Town will provide continuing training consistent with state protocols for certification purposes. Each member must either participate in the training provided by the Town at the determined times or fulfill the requirements on his/her own time at his/her own expense. The continued training provided by the Town will not incur overtime.

Service in a Higher Rank

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

ARTICLE XIII

OVERTIME AND CALL BACK

Employees who work beyond their regular tour of duty will be compensated at a rate of one and one-half (1 ½) times their regular hourly pay for each hour of overtime worked, to be pro-rated in one-half (½) hour increments. Employees who are called back to duty will be compensated for a minimum of three (3) hours of overtime, regardless of the actual hours worked. Employees who are held over for more than one-half hour will be compensated for a minimum of three (3) hours of overtime (including the first one-half hour), regardless of the actual hours worked.

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

In the event of absences from sick leave of two consecutive tours or less, the Town is obligated to fill the shift with full-time employees, if possible, provided however that the Town may utilize the Operations Manager, if available, to fill any vacant day shifts. The Town may holdover and/or call back employees in the case of emergencies.

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

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

ARTICLE XIV

WORK SCHEDULE

All Joint Public Safety Communications Dispatchers shall work a rotating work schedule consisting of an average of 37.5 hours per week. The work schedule will follow a format that is mutually agreeable to the Town of Belmont and the union.

The Town shall provide a minimum of fourteen days notice prior to any changes in shift assignments.

With the exception to the provisions of Article XIII, Overtime and Call Back, the Town reserves the right to use temporary communications dispatchers in the sole discretion of the Chief of Police or the Operations Manager.

ARTICLE XV

SHIFT SWAPS

Management may limit shift swaps during periods of mandatory training, such training to be defined as First Responder, CPR, or any other federally or state mandated training. Any swaps during these periods must have approval of the Chief of Police or the Operations Manager. In no event may an employee swap more than twelve weekday day shifts per year without approval of the Chief of Police, the Operations Manager or Supervisor. Employees agreeing to work a shift swap for another employee are responsible for covering that shift.

ARTICLE XVI

HOLIDAYS

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

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

Holiday pay shall be one-fifth (1/5) of the employee's weekly base pay, and shall be paid to each employee over and above his weekly salary.

ARTICLE XVII

ANNUAL VACATION LEAVE

1. How computed.

(a.) Each full-time employee shall accrue annual leave with pay at the rate of 1.44 hours per week for each week of service during the first five (5) years of employment.

(b.) Each full-time employee shall accrue annual leave with pay at the rate of 2.16 hours per week for each week of service between five (5) and twelve (12) years of employment.

(c.) Each full-time employee shall accrue annual leave with pay at the rate of 2.88 hours per week for each week of service between twelve (12) and twenty-five (25) years of employment.

(d.) Each full-time employee shall accrue annual leave with pay at the rate of 3.60 hours per week for each week of service following twenty-five (25) years of employment.

2. The time at which an employee takes annual leave shall be determined by the Chief

of Police or the Operations Manager with particular regard to the needs of the service and is not limited to any particular time of the year and with regard to the wishes of the employee. All vacation schedules must be arranged in advance with the consent of the Chief of Police or the Operations Manager.

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

Christmas	First Half (3:30pm – 11:30pm) December 24 th Last Half (11:30pm – 7:30am) December 25 th Day Shift (7:30am – 3:30pm) December 25 th
Thanksgiving	Day Shift (7:30am – 3:30pm) First Half (3:30pm – 11:30pm)
New Years Day	First Half (3:30pm – 11:30pm) December 31 st Last Half (11:30pm – 7:30am) January 1 st
Independence Day	Day Shift (7:30am – 3:30pm) July 4 th First Half (3:30pm – 11:30pm) July 4 th

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

4. Any employee leaving the municipal service in good standing, after giving proper notice of such termination of employment, shall be compensated for vacation leave earned and unused at the date of separation. The date of separation cannot be extended by use of vacation leave.

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

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

7. A member requesting up to two (2) consecutive single tours of vacation leave in writing (using the vacation request form) no less than seventy-two (72) hours prior to the start of the first vacation tour shall be guaranteed use of such leave. If the request is made less than seventy-two (72) hours prior to the start of the first vacation tour, the Town shall make reasonable efforts to grant the vacation request, but in no event shall it be guaranteed. A member requesting three (3) or more single tours of vacation at a time (hereinafter referred as a 'block') must request the vacation in writing (using the vacation request form) no less than fourteen (14) days prior to the start of the first vacation tour in the block shall be guaranteed use of such leave. If the request is made less than fourteen (14) days prior to the start of the first vacation tour in the block, the Town shall make reasonable efforts to grant the vacation request, but in no event shall it be guaranteed.

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

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

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

ARTICLE XVIII

SICK LEAVE and WORKERS COMPENSATION

1. Each full-time employee shall be granted 2.16 hours sick leave with pay for each week of full-time employment and will be allowed to continuously accrue credit for earned sick leave, up to

a maximum of 200 days. Unused sick leave shall not be given as severance pay.

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

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

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

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

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

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

8. In extenuating circumstances where clear justification exists, an employee's sick leave

benefits may be extended upon approval by the Town Administrator.

9. An employee who uses fewer than five (5) sick leave days per year shall be allowed two (2) personal days off without loss of pay to be scheduled after reasonable notice to the Employer. Any employee who uses one or fewer sick leave days in a given year shall be allowed one (1) additional paid personal day off. Such days may be accumulated to the next year, but not thereafter. An employee may elect to take one (1) or two (2) of such days in cash at the per diem rate then in force.

ARTICLE XIX

PERSONAL LEAVE

1. Employees shall be entitled to two personal days without loss of pay subject to the operating needs of the department and the approval of the Chief of Police or the Operations Manager. This day will not accumulate from year to year.

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

ARTICLE XX

EMERGENCY LEAVE

When an employee requests a sudden emergency leave and advises the Department of such, the Town shall assume responsibility of attaining a substitute. The substitution will be made with the understanding that the absent employee will make up the time to the employee who fills in on account of the emergency (constituting a swap). It is understood that the Chief of Police or the Operations Manager retains discretion as to the granting of emergency leave, but that said discretion

will not be unreasonably withheld.

ARTICLE XXI

LIFE AND HEALTH INSURANCE

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 the Local a \$17.16 increase to the clothing allowance for each month that the plan design changes take place prior to July 1, 2008. As of July 2008, this increase in clothing allowance will end and the amount of the allowance will revert back to the amount specified in the contract.

ARTICLE XXII

MATERNITY LEAVE

Maternity Leave shall be granted in accordance with the provisions of Massachusetts General Laws chapter 149, section 105D. Notwithstanding the foregoing, an unpaid leave of absence of up

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

1. Accrued sick leave may only be utilized for that portion of the maternity leave in which the employee was physically disabled from working.

2. The employee must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued sick leave. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working.

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

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

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

In order to be eligible for Maternity Leave as described in this Article, an employee must have completed her initial probationary period.

ARTICLE XXIII

MILITARY LEAVE

Full-time employees who are recalled for military training or service shall be granted a leave of absence without pay from their positions during the actual period of military obligation. All benefits shall continue to accrue during such leave.

ARTICLE XXIV

JURY LEAVE and COURT TIME

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding the allowance for travel. This provision shall extend to a time period including

eight (8) hours prior to or eight hours (8) after any scheduled jury appointment.

Any member of the unit who at any time, other than during a regular tour of duty, is required to attend any court proceeding in criminal or civil matters resulting from his or her duties as a dispatcher, 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 three (3) hours. A court proceeding shall include grand jury proceedings, pre-trial conferences, conferences with any representative of the offices of the District Attorney or related proceedings in criminal matters before any board or agency of the Town, The Commonwealth, or the Federal Government. Court time shall commence at 9 AM unless otherwise required by the overseer of such proceedings. Any member who is scheduled to work a day tour on the same day as a court appearance shall be granted the tour off, in lieu of overtime compensation. Any member who is scheduled to work the 'Last Half' tour prior to any court appearance shall be granted that tour off, in lieu of overtime compensation.

ARTICLE XXV

FUNERAL LEAVE

In the event of a death in an employee's immediate family, an employee may take up to three consecutive work days as bereavement leave, subject to the approval of the Chief of Police or the Operations Manager. 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 in an

employee's family or for a relative other than those herein enumerated, an employee may take one (1) work day as bereavement leave.

ARTICLE XXVI

UNION CONVENTION LEAVE

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 IAFF AFL-CIO Convention. This section shall allow up to two (2) members of the Department to be absent for the duration of the Massachusetts and International conventions.

ARTICLE XXVII

TIME OFF FOR UNION BUSINESS

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

ARTICLE XXVIII

CLOTHING

1. The Town shall provide the original issue of dress and work uniforms to new employees during their first month of employment. Subsequent to the year of original issue, employees will be paid an annual cash clothing allowance in the

amount of \$825.

The original issue of the work uniform will consist of:

2 Long sleeve French Blue uniform shirt with Department Patch on left sleeve and EMT patch on right sleeve (if eligible).

2 Short sleeve French Blue uniform shirt with Department Patch on left sleeve and EMT patch on right sleeve (if eligible).

2 pairs of navy blue “police style” pants, no stripe

1 uniform department badge

1 uniform name tag

1 set of collar pins

The prescribed original issue of the dress uniform will consist of:

8 pt. hat

Hat Badge

Silver metal hat braid

Blauer #5270 coat with removable liner

Tie

2. There shall be an annual \$300 uniform maintenance allowance paid to employees.
3. The clothing allowance shall be paid in weekly installments. The uniform maintenance allowance 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.
4. 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 Police or the Operations Manager. The prescribed work uniform will be as follows:

Work Shirt- French Blue short or long sleeve, with Department badge and EMT patch (if eligible)

Work Pants- Navy Blue “police style”, no stripe

Shoes- Black

Belt- Black

Name Tag – Department Issue

Sweater (Optional)- Navy blue “police style” with Department and EMT patch (if eligible)

Turtleneck Worn under Long Sleeve Shirt or Sweatshirt (Optional)- Navy Blue with 9-1-1 logo.

Sweatshirt (Optional)- Navy blue “fire style” with Department patch (this item would be purchased by the employee and only worn during the 11:30-7:30 tour of duty)

Golf Shirt (Optional)- Approved “golf shirt” with Department patch or logo (this item would be purchased by the employee and worn during the 11:30-7:30 tour of duty from April 1 through October 1 only)

Fall Jacket - Blauer #6001 (Optional) with department patch and EMT patch if eligible.

5. As part of the FY 2005 - 2007 agreement, for the first year of the contract only employees will be provided a uniform dress coat blouse and a pair of dress pants up to a value of \$250.00.

ARTICLE XXIX

SICK LEAVE BANK

1) A Committee is established through the appointing authority of the President of Local 1637. Said Committee shall have the following composition: one (1) member of the Executive Board

appointed by the President of Local 1637, two (2) members of the rank and file appointed by the President of Local 1637, and one (1) management representative appointed by the Police Chief.

- 2) The granting of additional sick time from said bank will not be arbitrary or capricious.
- 3) The amount of sick time in the bank will be determined by the voluntary donation of no more than two (2) sick days annually from any members wishing to do so. The sick bank shall have a minimum of 16 days and a maximum of 72 days.
- 4) Any sick leave donation to the bank will not be counted as sick time used for the purpose of calculating the sick leave incentive day.
- 5) Local 1637 Members who are employees of the Joint Public Safety Dispatch Communications Center that have contributed a minimum of one (1) day annually to the sick bank, unless the sick bank is at its maximum amount, shall be eligible to petition the Committee for consideration.
- 6) Sick days contributed by members to the sick bank will be added to the bank on the first day of the fiscal year. Local 1637 shall transmit the list of members making contributions and the amount of the contributions to the Police Chief on the first day of the fiscal year. It shall be the responsibility of Local 1637 to account for all debits, credits, and the balance of the sick bank.
- 7) Any member seeking days from the sick bank must petition the Committee in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under the doctor's care and the severity and expected length of injury/illness. This medical information will be considered confidential and 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 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 XXX

PRINTING OF CONTRACT

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

ARTICLE XXXI

SAVING CLAUSE

1. If any provision of the Agreement shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute

provisions, if any, shall thereafter be negotiated between the parties hereto.

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

ARTICLE XXXII

WAIVER

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

ARTICLE XXXIII

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.

ARTICLE XXXIV

AMENDMENTS

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

IN WITNESS WHEREOF the parties hereto, as first above designated, have caused this Agreement to be executed in triplicate as a sealed instrument this day of _____, January 2008.

BELMONT JOINT PUBLIC SAFETY
COMMUNICATIONS
DISPATCHERS

TOWN OF BELMONT
BOARD OF SELECTMEN

By:

By:

PRESIDENT, IAFF LOCAL 1637

Angelo Firenze, Chair, Bd.of Selectmen

Paul Solomon, Selectman

Daniel Leclerc, Selectman

Attachment A

Name	FY 2001 Rate or Step	FY 2002 Rate or Step	FY 2003 Rate or Step
Edward Pendergast	\$18.63	\$19.19	\$19.77
Thomas O'Brien	\$18.63	\$19.19	\$19.77
	\$18.63	\$19.19	\$19.77
Keith McLean	\$18.63	\$19.19	\$19.77
David Jones	\$17.92	\$18.45	\$19.01
James Riccio	6	6	6
Dennis Mahoney	6	6	6
Michael Tortola	3	4	5

A stipend shall be established to redress a perceived inequity created by the implementation of the DMG classification and compensation study. Specifically, those members who were employed upon the study's implementation and compensation at less than \$19.78 per hour shall, upon reaching the top step of the pay range, receive a stipend for two successive years in a cumulative amount that will make up the difference between their current base hourly rate and \$19.78. In no event shall either of the annual stipend amounts exceed 2.5% of base pay. The stipend shall not be included in base pay, but shall be paid to the member annually throughout their employment with the Town. The final (two-year cumulative) stipend amount shall never increase, regardless of increases in base wages that may be bargained in the future.

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

9-1-1 OVERTIME POLICY

SECTION 1: Overtime Statement

In emergencies or as the needs of the service require, full time employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Overtime work shall be assigned to all the full time 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 of Police, his designee, or the Operations Manager, such additional personnel as are deemed necessary by the Chief of Police, his designee or the Operations Manager, 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 the employee so refusing. Involuntary assignments for overtime work shall be made in inverse order of seniority by the Chief of Police, his designee or the Operations Manager.

SECTION 2: General Overtime Hiring

- 1) The senior dispatcher working, upon receipt of a sick call, shall follow the instruction for distribution of overtime (section 3) and hire a full-time dispatcher.
- 2) Part-time qualified dispatchers will be utilized if either of the following conditions exist:
 - A. If the sick call exceeds two consecutive sick tours by the same full-time dispatcher,
 - B. None of the full-time dispatchers accept the overtime shift being offered.
- 3) If all attempts to fill an overtime shift fail, the junior most qualified full-time dispatcher working will be forced to work said shift.
 - C. Once the determination is made that it will be necessary for a full-time dispatcher to be forced to stay, the Chief of Police, his designee, or the Operations Manager, shall be notified immediately,
 - D. The full-time dispatcher who is forced to work any overtime shift shall not be charged with hours worked in the overtime standings,
 - E. If no full-time dispatcher is working the prior shift to the open overtime shift, the Chief of Police, his designee, or the Operations Manager, will force a full-time dispatcher to work said shift. This involuntary overtime shall be made in reverse seniority and once a dispatcher is forced to report for an overtime shift he/she will be placed at the bottom of the list until all full-time dispatchers have been forced into work once.

SECTION 3: Overtime Distribution Rules

- 1) All full-time dispatchers shall sign up for overtime availability status by midnight Sunday for the

following work week.

- 2) Overtime shifts for full-time dispatchers shall be distributed using the following procedure below:
 - A. The overtime shift shall be offered to the full-time dispatcher who is signed up for said shift and has the lowest amount of overtime hours worked,
 - B. If two full-time dispatchers are tied for hours and eligible for said overtime shift, the overtime shift shall be offered to the senior most dispatcher,
 - C. Once a full-time dispatcher works an overtime shift during said work week he/she will go to the bottom of the overtime standings until full-time dispatchers have been offered an overtime shift during said work week,
 - D. All overtime standing rotations will return to the lowest to highest overtime hours worked ranking at Sunday midnight for the following work week,
 - E. The overtime hours standings week will exist from Monday to Sunday.

SECTION 4: Overtime Hiring – Less Than 8 Hours Notice

- 1) The person hiring the overtime shall follow below procedure when making calls for an overtime shift with less than eight (8) hours notice of said shift:
 - A. Calls shall be made following the overtime distribution rules stated in Section 3.
 - B. If the person hiring is unable to make direct contact with overtime candidates on the initial call, a message shall be left on an answering machine or with a responsible party. The candidate shall then be paged if so equipped.
 - C. The candidate shall be given twenty (20) minutes to return the message or page before the next candidate is offered the overtime shift,
 - D. In extenuating circumstance where there is less than one and a half (1&1/2) hours notice before the start of said overtime calls will be made using the rules stated in Section 3 and the first person reached will be offered the overtime.

SECTION 5: Overtime Hiring – More Than 8 Hours Notice

- 1) The person hiring the overtime shall follow below procedure when making call for an overtime shift with more than eight (8) hours prior notice of said shift
 - A. Calls shall be made following the overtime distribution rules stated in Section 3
 - B. If the person hiring is unable to make direct contact with the overtime candidates on the initial call, a message shall be left on an answering machine or with a responsible party. The candidate shall then be paged if so equipped.
 - C. The candidate shall have four (4) hours to return the message or page before the next candidate is offered the overtime shift.

SECTION 6: Associated Overtime Rules

- 1) Dispatchers will not be eligible to work an overtime shift when their vacation, personal or holiday tour off has created said overtime.
- 2) Once a dispatcher accepts an overtime, he/she cannot swap the shift or any part there of. If they are unable to work the entire overtime shift they have accepted, it must be relinquished with a reasonable amount of time so that another dispatcher can have the opportunity to accept the shift.
- 3) No dispatcher may be offered an overtime after a sick tour until eight (8) hours have post since the end of said sick tour.
- 4) Overtime hours received by a dispatcher for attending an assigned school by Chief of Police, his designee, or the Operations Manager shall not be reflected in the overtime standings
- 5) Overtime hours received by a dispatcher for work during a hold over or call back period shall not be reflected in overtime standings.

SECTION 7: Overtime Review Committee

The Chief of Police, his designee, or the Operations Manager and members of IAFF Local 1637 Communications Division will establish an overtime review committee which will review and make a ruling about questions and problems which arise in relation to the overtime policy of JPSC.

The ruling and implementation of said ruling will be final with the understanding of the Chief of Police, his designee, or the Operations Manager.