

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF BELMONT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 888

Effective July 1, 2007
Expiring June 30, 2010

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into effective July 1, 2004, 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 the Service Employees International Union, Local 888 (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

1. The Town recognizes the Union as the sole and exclusive bargaining agent for the following units:

UNIT A: All permanent clerical and secretarial personnel employed by the Town of Belmont who work twenty-five (25) hours per week or more, including employees of the Belmont Public Library who occupy the positions of Junior Assistants, Senior Assistants, and Administrative Assistants and who perform clerical non-professional library duties but excluding secretarial and clerical employees of the Municipal Light Department.

UNIT B: All other administrative personnel and engineers employed in the Town of Belmont who work twenty-five (25) hours per week or more, excluding elected and appointed officials, department heads, the Secretary to the Board of Selectmen, the Assistant Town Clerk, and professional and sub-professional librarians.

2. The Town agrees not to enter into any separate, individual or collective agreement with any member of either of the above-described units without the written consent of the Union.

3. All new employees shall be subject to a six (6) month probationary period. If prior to the expiration of the six (6) month probationary period and in the sole judgment of management, an employee is not qualified to perform the work required by the position, that employee may be terminated. Notwithstanding any other provision in the agreement to the contrary, a termination under this provision shall not be subject to the grievance and arbitration procedure.

ARTICLE II RIGHTS AND RESPONSIBILITIES

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, the elected boards, committees, and officers of the Town have the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction, and management of the administrative and clerical 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 administrative and clerical 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, 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, and to determine the methods, means, and personnel by which such operations are to be conducted.

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

ARTICLE III NON-DISCRIMINATION

1. Neither the Town nor the Union shall interfere with the right of employees covered by this Agreement to become or not 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.

2. When the term "employee" is used in this Agreement, it shall mean all employees covered by this Agreement. When a provision is intended to apply only to a specific group of employees, such group shall be so identified.

ARTICLE IV UNION BUSINESS

1. The Union shall furnish the Town with a written list containing the names of its officers, authorized representatives and stewards with whom the Town will be obligated to deal. The Union shall promptly notify the Town in writing of any changes in the list of its officers, authorized representatives and stewards.

2. The duly-authorized representatives and stewards of the Union shall be allowed reasonable time off for Union business for negotiations, conferences with representatives of Town management or with the department head, for investigating and processing grievances, and for necessary attendance at Labor Relations Commission Hearings and Conferences without loss of pay or benefits and without any requirement that time so expended be made up, provided that:

- (a) the Town shall not be obligated to release from work nor compensate more than five (5) members of the Bargaining Committee;

- (b) the Town shall not be obligated to compensate any employee for time off under this Article except at the employee's straight hourly wage;
- (c) the department head shall be notified twenty-four (24) hours before such above-mentioned time off takes place, with which Town official employees are meeting, and approximately how long they will be away from work;
- (d) in cases of emergencies or other unusual circumstances, the requirement of twenty-four (24) hour notice shall be waived provided that such occurrences do not become standard practice;
- (e) reasonable attempts shall be made to schedule such conferences and/or negotiations outside of the normal working hours of the employee.

3. Time off under the provisions of this Article shall be subject to the operating needs of the department. Denial of leave must be given with twenty-four (24) hours notice by the Town Administrator, and shall be supported by reasonable justification.

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

5. Employees shall have the right to participate in Union business on Town property at times other than during working hours.

ARTICLE V DUES DEDUCTION AND AGENCY SERVICE FEE

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. All employees in each bargaining unit who are not Union members shall, as a condition of employment, pay the Union an agency service fee proportionate to the cost of collective bargaining and contract administration, which shall be limited to an amount equal to the Union's membership dues. For new employees, payment shall commence after completion of the six (6) month probationary period. The Union agrees to indemnify the Town for all liabilities or costs which it might incur under this Section.

ARTICLE VI
NO STRIKE PROVISIONS

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 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 working days 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. The Town may advertise externally concurrent with the internal posting period. In no event however, may the Town consider external candidates prior to the completion of the consideration of internal candidates.

3. Temporary Service in a Higher Classification.

An employee who is assigned temporarily to perform work in a higher classification to fill a vacancy created by illness, vacation or termination of employment shall, commencing with the first day of work in that higher classification, be paid for such work at the rate of pay applicable to Step I of the higher classification. In no event shall the rate of pay be less than one hundred four percent (104%) of the employee's then current rate.

4. 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. If the qualifications of two (2) or more applicants for a vacancy are substantially equal, seniority in the department shall determine the choice. The successful applicant receiving a promotion or transfer shall be given a six (6) month trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined by management that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate. Qualified employees covered by this Contract shall receive preference over other applicants. Nothing in this Article shall be construed to mean that vacancies must be filled.

Any employee promoted or transferred to a position of a higher grade shall move to the step of the new grade as follows: For each one grade increase there shall be a one step reduction; For each two grade increase there shall be a two step reduction; For each three grade increase there shall be a three step reduction; and so on. In no case shall any employee receive less than the minimum step of the new grade. The employee shall continue to receive step increases on the same basis as before. Any existing departmental employee who is compensated lower than a newly promoted, transferred or reclassified employee in the same position who has less seniority with the Town shall receive a special accommodation to remedy this inequity. No employee who has been promoted, transferred or reclassified shall receive such accommodation regardless of their overall seniority with the Town.

ARTICLE XI LAYOFFS

In the event that layoffs from positions covered by this Agreement become necessary because of a lack of work, a shortage of funds or for other legitimate reasons, employees shall be laid off from the affected positions in accordance with their seniority in the bargaining unit and their ability to perform the work available with no more training than would be required of a new employee. When two (2) or more employees are qualified to fill the position, the employee(s) with the least seniority shall be laid off first.

In the event positions become available, employees shall be recalled in the order of seniority, provided they are qualified to fill the position and able to perform the work available with no more training than would be required of a new employee. Such recall right shall lapse at the end of a two (2) year period following the date of separation from employment.

Nothing in this Article shall be construed to mean that the Town shall be obligated to recall any laid off employees.

ARTICLE XII GRIEVANCE PROCEDURE

The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the departments for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility.

1. Definitions

- a. The term "grievance" shall be defined as any dispute concerning the interpretation, application, or enforcement of a provision of this Agreement in reference to wages, hours, and conditions of employment.
- b. The term "supervisor" shall be defined as that person having the immediate responsibility for the direct control, administration and/or supervision over the employee's activities.
 - c. The term "Town Administrator" shall mean the Town Administrator for the Town of Belmont, or designee.
- d. The term "department head" shall be defined as the elected or appointed board, committee, or official that has the final authority and responsibility for the administration, supervision and/or control over the employee.

2. Grievances shall be processed as follows:

- a. **Step One:** Any employee who has a grievance shall, before instituting the steps of the grievance procedure hereinafter provided, attempt to adjust the matter informally with the employee's immediate superior. The employee's Union representative shall be present at the option of the aggrieved employee.
 - b. **Step Two:** If a grievance involving an employee or the Union is not resolved informally, it shall be presented in writing to the department head within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

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

The department head shall give his/her answer in writing within ten (10) days of receipt of the grievance.

- c. Step Three: If the grievance has not been resolved to the satisfaction of the employee or the Union, either party may, within ten (10) days of the Step Two reply, present the grievance in writing to the Town Administrator, or designee. The Town Administrator, or designee, will meet with the parties involved within fifteen (15) days thereafter and shall render a written decision within ten (10) days after the meeting.
- d. Step Four: If the grievance has not been resolved to the satisfaction of the employee or the Union, either party may, within ten (10) days of the Step Three reply, present the grievances in writing to the Board of Selectmen. The Board will hear the grievance within fifteen (15) days thereafter and shall render a written decision within ten (10) days after the hearing.
- e. Step Five: If the grievance has not been resolved to the satisfaction of the employee or the Union, the Union may, within ten (10) days of the Step Four decision, submit the grievance to the American Arbitration Association for arbitration with their current rules. The decision of the arbitrator shall be final and binding on both parties.

3. General Provisions

- a. All time limits herein shall consist of calendar days exclusive of Saturdays, Sundays, and legal holidays and shall be considered maxima unless extended by mutual agreement in writing. A grievance not filed or pursued to the next step in accordance with the time limits set forth in Section 2 shall be deemed to be waived.
- b. If an employee does not have a supervisor as defined herein and is under the direct control and supervision of his or her department head, Step One of the grievance procedures shall be by-passed and the grievance brought directly to Step Two.
- c. The charges and expenses of the arbitrator and the American Arbitration Association, if any, will be borne equally by the Town and the Union.

- d. The arbitrator shall not add to, subtract from, nor alter any provision of this Agreement nor make any decision not in accord with the law of the Commonwealth of Massachusetts.
- e. The Town and the Union will cooperate with each other in their investigation of any grievance and will furnish each other with such information as is necessary for the processing of the grievance.
- f. A grievance may be withdrawn by the employee or the Union at any step of the proceedings.
- g. Provided the parties agree, Step One and/or Step Two of the grievance procedure may be by-passed and the grievance brought directly to Step Three.
- h. A grievance may not be amended after Step Two to include new allegations of contract provisions violated or other grievances alleged to have occurred.

ARTICLE XIII
SALARY ADJUSTMENTS AND SALARY SCHEDULE

During the life of this Agreement, all employees shall be paid at the appropriate rate corresponding to their grade level and length of service in accordance with the salary schedule specified in Article XIV.

ARTICLE XIV
SALARY SCHEDULES

All classifications shall be changed to reflect the Titles and Grades as set forth in the Schedule attached hereto as Appendix A. For the period July 1, 2007 to June 30, 2010, the hourly pay scales for positions covered by this Agreement shall be the rates set forth in Appendix B attached hereto. The Parties understand and agree that the inclusion of the individual employees' titles and grades in this Agreement neither creates nor negates the Employer's future bargaining obligations. Effective July 1, 2007, the hourly pay rates for positions covered by this Agreement as set forth in Appendix B for FY 2008 shall be increased by five percent (5%). These rates will increase effective July 1, 2008 by three and one-half percent (3.5%) for FY 09 and effective July 1, 2009 these rates will increase by three and one-half percent (3.5%) for FY 10.

ARTICLE XV
LONGEVITY

All full-time, permanent employees covered by this Agreement shall be entitled to longevity pay, payable in one check, through the regular payroll in the third week in December, as follows:

Effective July 1, 2007

5 through 9 years of service	\$375 per year
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10 through 14 years of service	\$425 per year
15 through 19 years of service	\$475 per year
20 through 24 years of service	\$525 per year
25 through 30 years of service	\$575 per year
30 years service and over	\$625 per year

Effective July 1, 2008

5 through 9 years of service	\$425 per year
10 through 14 years of service	\$475 per year
15 through 19 years of service	\$525 per year
20 through 24 years of service	\$575 per year
25 through 30 years of service	\$625 per year
30 years service and over	\$675 per year

For the purpose of calculating retirement contributions, longevity pay shall be considered as part of regular compensation.

Permanent part-time employees working at least twenty-five (25) hours per week shall be entitled to longevity pay on a pro rata basis relating to the normal work week of full-time employees performing such work.

ARTICLE XVI
OVERTIME

1. Foremen covered by this Agreement and the Highway Division Operations Manager shall be paid overtime at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for work in excess of forty (40) hours per week.

2. a. The week for library employees shall normally consist of five (5) days of seven (7) hours duration each within a calendar week beginning on Monday and ending on Saturday for a total work week of thirty-five (35) hours.

b. Sunday shall not be a regularly scheduled work day.

c. Library employees assigned to duty on Sunday shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for hours actually worked. When notice of cancellation of scheduled work is received by an employee after 6 p.m. on the Friday preceding Sunday work, such employee shall be paid for two (2) hours at straight time for having been available for such Sunday work.

No library employee shall be required to work on Sunday if notification or request to work is made after 6 p.m. on the Friday preceding the Sunday to be worked, and said employee will not be discriminated against in any manner whatsoever for refusing to work on Sunday upon receiving such short notice or request.

d. Said library employees shall be compensated at their regular hourly rate for hours worked in excess of thirty-five (35) hours per week but less than forty (40) hours per week. Said employees shall be compensated at a rate of one and one half (1-1/2) times their regular hourly rate of pay for work in excess of forty (40) hours per week. Except to fill in for an absent employee or in the event of other unforeseen scheduling problems, library employees shall not normally be required to work more than five (5) consecutive days. Compensatory time off for Saturday work shall be a full day rather than two (2) half days.

3. All other employees covered by this Agreement whose normal work week totals less than forty (40) hours shall be compensated at their regular hourly rate for hours worked up to and including forty (40) hours per week. Said employees shall be compensated at a rate of one and one half (1-1/2) times their regular rate of pay for work in excess of forty (40) hours per week. Notwithstanding the foregoing provision, in the event that an employee has left work and is called back to work, that employee shall be compensated at the rate of one and one-half (1 - 1/2) times their regular hourly rate for hours actually worked in excess of seven (7) hours in one (1) calendar day.

4. Upon agreement between the supervisor and employee, compensatory time may be substituted for cash payment for overtime. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours and at the rate of one (1) hour for each hour worked by thirty-five (35) hour employees in excess of thirty-five (35) hours but less than forty (40) hours per week. An employee may accrue up to two hundred forty (240) hours of compensatory time for hours worked after April 15, 1986.

5. Notwithstanding any provisions of this Article to the contrary, employees of the Town Clerk's Office shall be required to work on Saturdays as part of their normal work schedule when official programs are being conducted by that office. Examples of such programs include, but are not limited to elections and animal licensing clinics.

6. Employees who normally work a forty (40) hour work week shall receive double-time pay for work performed on Sunday (provided that such employee works his or her next regularly scheduled work day) and for work performed on New Year's Day, Christmas Day, and Thanksgiving Day.

7. In the event an employee upon request, works two (2) hours immediately beyond his/her shift, he/she will be granted reasonable time off to eat and will receive a meal allowance of \$10.00. In the event of an emergency, employees may be required to stagger eating times until the situation is under control. All employees requested to perform work after midnight shall receive coffee at the expense of the Town. Any employee called out on Saturday, Sunday or any holiday specifically enumerated in this agreement who works up to eight (8) hours but not less than four (4) hours, shall receive a single meal allowance. For example, after four (4) hours, an employee shall receive one (1) meal allowance; after twelve (12) hours, an employee shall receive two (2) meal allowances.

8. Inspectional/enforcement personnel in the Community Development Department shall be required to work periodic night enforcement shifts as follows: a) night shifts, consisting of four (4) hours, shall be periodically scheduled on a rotating basis between the hours of twelve midnight and 6 a.m.; b) shift swaps initiated by affected personnel shall be permitted; c) compensation for night shifts shall include one (1) hour of travel time for a total of five (5) hours, paid at the rate of time and one-half, and d) in lieu of over-time compensation as provided in c) above, employees may take compensatory time off in the amount of six (6) hours scheduled at the convenience of the Town. However, employees may elect to take a full work shift as compensatory time off on any day of the week in which a night shift is scheduled .

9. Effective retroactively as of April ____, 2003, the work week for the following positions within the Treasurer's Office shall be increased to consist of five (5) days of eight (8) hours duration each within a calendar week beginning on Monday and ending Saturday for a total work week of forty (40) hours: (i) Assistant Treasurer/Collector; (ii) Excise Clerk; (iii) Payroll Technician; (iv) Real Estate Clerk; and (v) Administrative Assistant. Employees working in these positions shall be compensated at a rate of one and one half (1-1/2) times their regular rate of pay for work in excess of forty (40) hours per week.

10. Effective July 1, 2004, Supervisors of the Highway, Water and Parks Divisions will receive a \$50.00 (fifty dollar) weekly Availability Stipend for each week that they are available to respond to work calls and issues after normal hours. Effective July 1, 2008, the Availability Stipend will increase to \$65.00 (sixty-five dollars) per week. Those out on vacation or out ill for more than half of the work week will not be considered available. The creation of this stipend in no way diminishes the current expectation or practice that employees holding these Supervisory positions are required to full fill these supervisory duties but rather is created in recognition.

ARTICLE XVII
HOLIDAYS

1. 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	Day After Thanksgiving
President's Day	Labor Day	Thanksgiving Day
Patriot's Day	Columbus Day	Christmas Day

2. Should any such holiday fall on Sunday, Monday will be considered to be the holiday. Should any such holiday fall on Saturday, either the preceding Friday or succeeding Monday will be considered to be the holiday as determined by the department head.

3. If a paid holiday falls during an employee's annual vacation leave, the day will be considered a paid holiday and not charged to annual leave.

4. Full-time employees who are not required to work on such a holiday will receive a day's pay for any such holiday falling on a regular work day.

5. Full-time employees who are required to work on such a holiday will receive, in addition to their regular pay, one and one-half (1-1/2) times pay for the hours actually worked, or in lieu thereof and at the discretion of the department head, they may be given equivalent time off.

6. Employees covered by this Agreement will be entitled to an additional floating holiday in each year of the contract. The floating holiday shall be taken during the period from September 1 through January 1.

ARTICLE XVIII ANNUAL VACATION LEAVE

1. How computed.

a) All employees with up to five (5) years of service shall accrue annual vacation leave with pay at the rate of two (2) weeks per year.

b) All employees with five (5) to twelve (12) years of service shall accrue annual vacation leave with pay at the rate of three (3) weeks per year.

c) All employees with twelve (12) to twenty-five (25) years of service shall accrue annual vacation leave with pay at the rate of four (4) weeks per year.

d) After twenty-five (25) years of service, employees will be entitled to five (5) weeks of annual vacation leave.

e) It is expressly understood and agreed that vacation time hereunder shall accrue to the employee on a pro rata basis. For example, if an employee works only six (6) months, the employee is entitled to only one-half (1/2) her or his annual vacation leave.

f) (1) Notwithstanding any contrary provision in Paragraph 1 of this Article, library employees who have more than one (1) year of service shall be credited with vacation leave at the rate of four (4) weeks per year if they regularly work a schedule which includes evenings (6:00 p.m. to 9:00 p.m.) and Saturdays. The eligibility period for the purpose of this

computation shall be the twelve (12) month period ending on the anniversary date of employment in 1976 or any subsequent year. Vacation leave hereunder shall be in lieu of vacation leave under Paragraph 1. In no event shall vacation leave under this Paragraph be less than the vacation leave to which an employee would otherwise be entitled under Paragraph 1.

f) (2) Library employees who have twenty (20) years of service or more shall be credited with vacation leave at the rate of five (5) weeks per year if they regularly work a schedule which includes evenings (6:00 p.m. to 9:00 p.m.) and Saturdays.

2. When Taken.

The scheduling of an employee's vacation leave shall be subject to the operating needs of his/her department manager and shall not be limited to any particular time of the year. All vacation schedules must be arranged in advance with the consent of the department manager.

3. Termination Leave.

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, unless agreed to by the Town Administrator as a result of extenuating circumstances.

4. Waiving Vacation Prohibited.

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

5. Units of Leave.

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

6. Maximum Accumulation.

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

7. Accumulation During Leave.

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any layoff. 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.

8. Computing Length of Service.

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

ARTICLE XIX
SICK LEAVE AND WORKER'S COMPENSATION

1. Sick leave shall be granted for those absences due to sickness or personal injury. Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each month of service from their date of employment.

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

3. In exceptional circumstances, appeals for additional consideration may be made to the Board of Selectmen.

4. Sick leave and vacation benefits will be accrued on absences due to illness of less than a year's duration.

5. Unused sick leave incentive.

Any 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 (1) 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 at the discretion of the Department Head. Sick leave days contributed to the sick leave bank and sick leave days taken as supplementary compensation to Worker's Compensation will not be considered as sick leave days "used" under this section provided, however, an employee will not be eligible under this section in any year in which he/she has fewer than thirty (30) weeks of actual work, and further provided the number of unused sick leave days not used, which triggers qualification under this section, shall be reduced by one (1) for each ten (10) week period, or fraction thereof, an employee is out on Worker's Compensation.

6. Each member of the bargaining unit hired after July 1, 1982, shall be entitled to accumulate a maximum of one hundred fifty (150) days of sick leave. Those employees hired before July 1, 1982 who have verified sick leave at the effective date of this Agreement shall retain such accumulation and shall be able to further accumulate such sick leave.

7. In cases of suspected abuse, the Town shall have the right to request a medical verification. Any employee found abusing the sick leave or injury leave provision shall be subject to immediate discipline.

ARTICLE XIX A
SICK LEAVE BANK

A sick leave bank shall be effective during the term of this Agreement. Said sick leave bank shall have a maximum accumulation of two hundred (200) days. If, in the event that the total number of days in the bank falls below two hundred (200), the bank shall be re-funded by each Union employee contributing a maximum of one (1) of their individually accumulated sick leave days during each year of the Agreement as necessary.

ARTICLE XX
LIFE AND HEALTH INSURANCE

The Town 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's share of the health insurance premium contribution will change from ninety percent (90%) of the premium cost for the Health Maintenance Organization (HMO) health plan to eighty percent (80%) of the premium cost and the Town's share of the health insurance premium contribution will change from eight percent (8%) of the premium cost for the Preferred Provider Plan (PPO) to seventy-five percent (75%) of the premium cost. Effective July 1, 2007 the co-pays for Office Visits will increase from \$5.00 to \$15.00 per visit and prescription drug co-pays will increase from \$5/10/25 to \$5/25/40.

The Town will continue to offer an IRS Section 125 Pre-Tax Benefit Plan, provided that all administrative fees will be borne by the participating employees. The purpose of this plan will be to offer employees covered by this Agreement pre-tax payroll deductions for medical and child care expenses including the employee's share of medical insurance premium payment deductions.

ARTICLE XXI
MATERNITY LEAVE

An unpaid leave of absence of up to six (6) months 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 two (2) weeks' written notice to her department head 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.
3. 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 Article XIX, Section 4. 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 XXII FAMILY AND MEDICAL LEAVE

1. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Town agrees to apply the provisions of the FMLA to all employees in the bargaining unit who have been employed for twelve (12) months.

2. The Town agrees that each eligible employee is entitled to take up to twelve (12) weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a calendar year.

3. Eligible employees are entitled to up to twelve (12) weeks of FMLA leave for one or more of the following reasons:

- a) The birth of an employee's child;
- b) The placement of a child with an employee for adoption or foster care;
- c) The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition";
- d) The employee's "serious health condition" which renders the employee unable to perform his or her job.

A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child. "Serious health conditions" shall include, but is not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia, appendicitis, nervous disorders, and complications or illnesses related to pregnancy. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a health care provider;
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

Leave may be taken on an intermittent basis when medically necessary or when agreed to by the Town and the employee.

4. During such leave, an employee will be paid any sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave, except that in the event the leave is taken because of the serious health condition of the employee or family member, up to one-half (1/2) of the employee's annual vacation benefit may be reserved by the employee and taken during the same year, but no earlier than two (2) months after the expiration of the FMLA leave. These benefits shall continue to accrue for so long as the employee is on the Town's payroll. Once these benefits have been exhausted, the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

5. An employee who has exhausted her or his entitlement to paid leave under this Agreement and who is taking FMLA leave because of his or her own illness may apply to the

Sick Leave Bank for additional paid leave, as long as this does not extend the length of the FMLA leave.

6. If the need for FMLA leave is foreseeable, an employee shall notify the Town of her or his intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee should give the Town notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

7. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the Town retains the right to recover the health insurance premiums the Town paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

8. The Town retains the right to require that a request for leave be supported by medical certification issued by a health care provider. "Health Care Providers" should be those professionals listed in the FMLA. The Town also reserves the right, in good faith, to require that the employee obtain a second medical opinion by a health care provider designated by the Town, so long as such provider is not employed on a regular basis by the Town, with the exception of the Town doctor. The expense of the second opinion shall be borne by the Town, unless the employee's medical insurance would cover such expense. If the first and second opinions differ, the Town may require the employee to obtain medical certification from a third health care provider, to be designated or approved jointly by the Town and the employee. If the Town does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the Town will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third health care provider has reviewed the first and second certifications, along with each parties' written reasons for not accepting the prior certification.

9. Where an employee has taken FMLA leave because of his or her own serious health condition, the Town may require, as a condition for returning to work, a fitness for duty certification from the employee's health care provider with regard to the particular health condition that caused the employee's leave.

10. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key" employee or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had his or her position terminated during the leave period, then the Town will not be required to reinstate the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights he or she may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the Town.

11. The Town may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the Town. To exercise this option, the Town must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the Town later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of his or her FMLA rights until the conclusion of the leave. At the conclusion of his or her FMLA leave, the key employee remains entitled to request reinstatement. The Town must then determine whether there will be substantial and grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

12. In the event both spouses are employed by the Town and are eligible employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken:

- (1) for the birth of a son or daughter or to care for the child after birth;
- (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
- (3) to care for a parent (but not a parent "in-law") with a serious health condition.

13. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look to the provisions of the FMLA in fashioning his or her decision and award.

ARTICLE XXIII MILITARY LEAVE

Employees, during the time of their service in the Armed Forces of the Commonwealth or as a member of a reserve component of the Armed Forces of the United States, will be paid during the usual prescribed period of service to meet annual training obligations, except that pay shall not be given for more than seventeen (17) days in any calendar year without modification of this Article by consent of the employer.

Employees, during the time of their service in the Armed Forces of the Commonwealth or as a member of a reserve component of the Armed Forces of the United States, who are required to perform emergency military service on their regularly scheduled work days, other than the prescribed annual training, shall be paid the difference, if any, between their regular straight-time pay and their military pay for a maximum of ten (10) days during any fiscal year.

ARTICLE XXIV
JURY LEAVE

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.

ARTICLE XXV
FUNERAL LEAVE

In the event of a death in an employee's immediate family, an employee may take up to three (3) consecutive days off with pay, as bereavement leave, subject to the approval of the department manager. Members of an 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, grandfather-in-law, and grandmother-in-law. Further, in the event of a death in an employee's family for a relative other than those herein enumerated, an employee may take one (1) work day as bereavement leave.

ARTICLE XXVI
PROTECTIVE CLOTHING

1. The Town shall continue to furnish necessary protective clothing to employees engaged in outdoor work in accordance with the prior customary practices in each department.

2. Employees covered by this Agreement who normally receive a clothing allowance shall receive an annual allowance of \$575. Effective July 1, 2008, this annual allowance will increase to \$675.00 (Six Hundred Seventy-Five dollars) and will continue to be paid in a separate check each year during the month of September.

ARTICLE XXVII
ANNUAL PERFORMANCE EVALUATIONS

Effective July 1, 2005 the Town will have the right to conduct annual performance evaluations for all members of the union.

ARTICLE XXVIII
MISCELLANEOUS

1. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Town of Belmont and the Union agree to cooperate at all levels in encouraging employees afflicted with alcoholism to undergo a coordinated effort within the Employee Assistance Program, aimed toward the object of their rehabilitation.

2. The Town agrees to reimburse employees for the, tuition costs of certain job-related courses. The Town will pay tuition up to \$600 or one hundred percent (100%) of the cost (whichever is less) for educational courses per year. Payment will be made upon successful completion of the course. The department head, in his sole discretion, will determine whether or not a course is "job-related" for the purpose of this Article.

3. In the sole discretion of the appointing authority, emergency leave of absence without loss of pay may be granted for urgent personal or family matters which cannot be handled outside of normal working hours. The refusal of the appointing authority to grant such leave shall not be subject to the grievance procedure.

4. Employees shall be entitled to one (1) personal day without loss of pay subject to the operating needs of the department and the approval of the department manager. This day will not accumulate from year to year.

ARTICLE XXIX
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 XXX
WAIVER

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

ARTICLE XXXI
DURATION OF AGREEMENT

1. This Agreement shall continue in effect to and including June 30, 2010. Either party may notify the other party of its desire to terminate or modify this Agreement with written notice by registered or certified mail, postage prepaid, postmarked on or before November 1, 2006, but in no event postmarked later than February 1, 2010. Should neither party send such notice, this Agreement shall be considered to have been automatically renewed for an additional year.

2. Any changes in this Agreement agreed to by both parties will be reduced in writing, signed by both parties, and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Agreement.

3. The Union and the Town agree that each has had the opportunity to bargain for any provision that they wished in this Agreement, and each expressly waives the right to reopen this Agreement for any further demands or proposals, except as provided in this Article. Each agrees that this Agreement constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this Agreement.

IN WITNESS WHEREOF the parties hereto, as first above designated, have caused this Agreement to be executed in duplicate as a sealed instrument this ___ day of _____, 2007 .

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 888

TOWN OF BELMONT

By: _____

By: _____
Angelo R. Firenze

Paul Solomon

Daniel LeClerc