

AGREEMENT

Between

TOWN OF BELMONT

AND

**LOCAL 408, STATE COUNCIL 93
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO**

**Effective July 1, 2010
Expiring June 30, 2011**

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PREAMBLE

The Town of Belmont, a municipal corporation situated in Middlesex County ("the Town" or "the Employer") acting by its Board of Selectmen and Local 408, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO ("the Union"), hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work, and other conditions of employment for all employees in the following bargaining units. The full-time employees of (i) the Highway Division; (ii) the Water Division; (iii) Parks and Cemetery Division; (iv) Library custodians; (v) Town custodians in the Building Services; (vi) driver(s) funded by the Town at the Council on Aging; and excluding the Division Directors, the Operations Manager, clerical employees and administrative, executive and managerial personnel and elected officials.

Section 2. The Employer or any of its management personnel will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining within the recognized bargaining unit or allow any such group to conduct meetings on Town property or make any agreement with such group or individual for the purposes of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 1A

PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEE

Section 1. The Employer will deduct Union dues from the paycheck of each Union member so authorizing, in accordance with State Law. The second sentence of dues deduction authorization cards currently on file with the Town Treasurer is hereby amended to read as follows: "Effective..., I further request and authorize you to deduct from my earnings each ... (payroll period), the amount of \$..., or such other amount as from time to time may be certified to you by the Treasurer of AFSCME Local 408 as representing the amount of my union dues."

The Union agrees to indemnify and hold the Town harmless for any and all claims, liabilities or costs of the Employer which arise out of entering into or complying with this Section.

Section 2. Agency Service Fee. All employees in the bargaining unit who are not Union members shall, as a condition of employment, pay the Union, the exclusive bargaining agent and representative, an amount of money proportionate to the cost of collective bargaining and contract administration which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For new employees, such payment shall commence after completion of the six-month probationary period uniformly applicable to all employees. The Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into or enforcing this provision or which arise out of the payroll deduction of agency service fees.

ARTICLE II

UNION REPRESENTATIVE

The employees in AFSCME Local 408 shall designate up to two from among their number to serve as Union Stewards in the Department on an annual basis; his/her name and that of any other representative shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The Union Stewards in the Department shall be granted reasonable time off with pay during working hours to investigate and attempt to resolve any disputes or grievances which may arise in his/her department. It is further understood that the Union President shall be granted time off with pay to participate at Step Two (2) grievance hearings or arbitration hearings if such procedures are scheduled during normal working hours. A maximum of five (5) Union members will be granted reasonable time off with pay to participate in any contract negotiations which may take place between the Employer and the Union during normal working hours.

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is a dispute or difference of opinion raised by an employee or by a group of employees (with respect to a single common issue) covered by this Agreement against the Department involving as to him/her the meaning, interpretation or application of the express provisions of this Agreement.

Section 2. Any employee who has a grievance shall, before instituting the steps of the grievance procedure hereinafter provided, attempt to adjust the matter informally with his/her immediate superior. The employee's Union representative shall be present at the option of the aggrieved employee. The union will be provided with a copy of any disciplinary notices issued to member o the bargaining unit.

Section 3. Grievances shall be processed in the following manner:

Step 1. If a grievance involving an employee or group of employees or the Union is not resolved informally, it shall be presented in writing to the Department Manager 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 provisions involved;
- (c) Steps taken to resolve the grievance informally;
- (d) Requested remedy; and
- (e) Signature of the employee or employees involved.

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

Step 2. If the employee or Union is not satisfied with the answer given by the Department Manager, the grievance may be submitted to the Town Administrator within five (5) days after the Department Manager has issued his or her answer, together with a request for a meeting between the Town Administrator and the Union Representative. The aggrieved employee and any other employee involved, including the Department Manager, shall be present

at the request of the Union or the Town. The Town Administrator, or his designee, shall set the meeting for not later than ten (10) days after receiving the request and shall render a written decision within ten (10) days after the meeting. Counsel may be present.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Town Administrator or his/her designee is due, by written notice to them, request arbitration.

(a) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after arbitration has been requested. If the parties fail to select an arbitrator, the American Arbitration Association ("AAA") shall be requested by either or both parties to provide a panel of arbitrators. The arbitrator will be selected and the arbitration proceeding will be conducted in accordance with AAA rules.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of the testimony and argument.

Notwithstanding anything to the contrary herein, the discipline and discharge of an employee with less than six (6) months of service shall not be subject to the grievance and arbitration procedure.

(b) The expense for the arbitrator's service 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 makes copies available to the other party. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.

(c) Notwithstanding any other provision of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder unless the employee makes an election as authorized under General Laws Chapter 150E, Section 8.

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

Section 4. (a) No dispute or controversy shall be subject to arbitration unless it involves an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Town or Union except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his/her decision based solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

(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.

ARTICLE IV

SENIORITY

Seniority shall be determined by length of service in each employer department or other organizational unit, i.e., Highway Division, Water Division, Town Hall, Cemetery, Building Department and Parks and Facilities, and Library.

The principle of seniority shall govern and control in all cases of transfer, decrease, or increase of the working force as well as preference in assignment to shift work and choice of vacation period.

ARTICLE V

HOURS OF WORK

The regular hours of work each day shall be scheduled as follows:

- A. Highway, Parks and Cemetery, and Water Divisions

The regular hours of work for all employees will be 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid meal period mid-shift.

B. Town Hall

The regular hours of work will be 7:30 AM to 4:30 PM with a one (1) hour unpaid meal period mid-shift.

C. Building Services Department

The regular hours of work will be: Lead Custodian, 7:30 AM to 4:30 PM with a one (1) hour unpaid mid-shift meal period. Custodian, 7:00 AM to 4:00 PM with a one (1) hour unpaid mid-shift meal period.

E. Library

The normal workweek for all employees covered by this Agreement shall consist of five (5) workdays between Monday and Saturday. The normal workday for all full-time employees shall be eight (8) consecutive hours of paid work time excepting a one (1) hour mid-shift unpaid meal time.

The weekly schedule shall be established by the Head Librarian according to the operational needs and requirements of the Library. The decision of the Head Librarian shall be final and shall not be subject to the grievance and arbitration procedures under this Agreement.

Section 2. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Section 3. Standby Duty (Continuous Operations)

The purpose of standby duty in the Highway and Water Divisions is to provide a continuous operation, 24 hours a day, from day to day, continuously during the period in which standby duty is performed. In the event that standby duty is not voluntarily performed by Highway or Water Division employees, standby duty will be required of employees deemed qualified by management in the reverse order of seniority.

A. HIGHWAY DIVISION

Weekend standby employees shall be on call from 3:30 PM Friday (or in the case of a Friday holiday, 3:30 PM Thursday) to 7:00 AM the following Monday (or in the case of a Monday holiday, to 7:00 AM the following Tuesday.) Weekend standby employees shall receive eighteen (18) hours pay at straight time for weekend standby duty.

Weekday standby employees shall be continuously on call for the entire twenty-four (24) hour period outside of regular hours actually worked and shall receive two (2) hours pay at straight time for such stand-by duty.

When a paid holiday falls during a period of standby duty, the standby employee will receive an extra day or eight (8) hours straight pay. In the case of weekday standby duty, this means eight (8) hours straight time total in lieu of the two (2) hours of pay as herein provided. In the case of weekend standby duty, this means an additional eight (8) hours of straight time for a total of twenty-six (26) hours in lieu of the eighteen (18) hours of pay as hereinbefore provided.

A list of standby employees will be posted during the winter months by the Highway Division Director for the purpose of snow removal and ice control. There will be no payment or penalty if an employee on the list is inadvertently not called or if an employee is called but is not at home.

B. WATER DIVISION

Standby employees shall be on call from 3:30 p.m. Monday until 7:00 a.m. the following Monday except when a holiday occurs on a Monday, in which case the employees will remain on call until Tuesday at 7:00 a.m. Standby employees shall be on call continuously during the 24-hour, 7-day standby duty period outside of regular hours actually worked.

Standby employees shall receive twenty-six (26) hours of pay at straight time for such standby duty. When a paid holiday occurs during such period of standby duty, standby employees shall receive an extra day's pay.

ARTICLE VI

OVERTIME

Section 1. Employees covered by this Agreement will be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for work in excess of eight (8) hours in one day, or in excess of forty (40) hours in one week, provided, however, in the event of absence due to disciplinary action or leave of absence without pay in the week in which overtime service is performed, an employee shall be compensated for such service on a straight time basis only.

Section 2. Any employee called back to work on the same day after having completed his/her assigned work and having left his/her work station, and before his/her next regular scheduled starting time, will be paid at the rate of one and one-half (1-1/2) times for all hours worked on recall until the next regular scheduled starting time is reached, at which time the pay will revert to a regular time. Minimum overtime on recall will be three hours at the rate of time and one-half. In the event that an employee works 20 consecutive hours immediately prior to the start of a regularly scheduled shift, the employee will be compensated for his/her regular shift at the rate of one and one-half (1-1/2) times his/her regular hourly rate in lieu of his/her straight pay, with the exception of work performed on a Sunday which shall be compensated in accord with Section 4 hereof.

Section 3. Overtime work will be equally and impartially distributed among employees, provided they are capable of performing the work required, and no person not included in the AFSCME Local 408 shall operate equipment or perform the work of a laborer except in an emergency. Overtime records shall be maintained by the Employer and shall be subject to examination by any Union official upon request.

Section 4. Any employee required to work on a Sunday shall be paid at the rate of double (2) times his/her regular rate of pay, provided that such employee works his/her next regularly scheduled work day.

Section 5. It is understood that each employee shall make every reasonable effort to respond to emergency situations which affect health, safety or the welfare of Town citizens as

well as the general public. It is understood that emergency conditions can occur at all times and are not restricted to flooding, windstorms, utility failures, snow and ice conditions, sanitation, waste collection and disposal. In the event of an emergency situation arises employees shall, as required, accept overtime and shall be compensated at the applicable overtime rate.

Section 6. The Town's method of overtime payment to employees to cover the operation of the Town's Underwood pool and ice rink will be scheduled overtime. For weeks where weekday evening coverage is needed, the overtime will consist of three hours per evening and on Saturdays and Sundays, the coverage will consist of six hours for each weekend day. An overtime list of employees, qualified in the judgment of management, will be established to use in rotation for distribution of these overtime assignments.

Section 7. In the event the Town determines overtime service is necessary in Parks and Facilities, then employees shall be required to provide such overtime service in the order of inverse seniority provided they are qualified to fill the position in the judgment of management and able to perform the required work available with no more training than can be handled within the Department.

ARTICLE VII

MEAL PERIODS

In the event an employee, upon request, works two (2) hours beyond his/her regular 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 the eating time until the situation is under control.

Any employee called in on a 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 a second (2nd) meal allowance; after twenty (20) hours, an employee shall receive three (3) meal allowances. Employees are not entitled to meal allowance for scheduled overtime.

ARTICLE VIII

REST PERIODS

All employees' work schedules will provide for a 15-minute rest period during each half (1/2) work day. The rest period will be scheduled at the middle of each one-half (1/2) work day, whenever this is feasible. At no time except during the lunch hour, however, are all men/women to leave the job. During lunch hours, standby must be maintained on emergency jobs.

All employees shall be entitled to a thirty (30) minute rest period after every four (4) hours worked on an overtime shift.

ARTICLE IX

CLEAN UP TIME

Employees will be granted a 15-minute personal clean-up period before their lunch period and prior to the end of each work shift except in cases of emergency. This is not to be construed as permission to leave 15 minutes early.

ARTICLE X

HOLIDAYS

The following days will be paid holidays:

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

Should any such holiday fall on Sunday, Monday will be considered to be the holiday. Should any such holiday fall on Saturday, the Employer may schedule some or all employees off on the preceding Friday or the following Monday, or any mix of employees on such days.

Holiday pay will be for eight (8) hours pay at straight time. If any holiday above falls within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Any employee required to work on Christmas, New Year's Day, Thanksgiving Day, Memorial Day, Veteran's Day, President's Day or Martin Luther King Day shall receive, in

addition to the regular holiday pay, an amount equal to two (2) times his/her regular rate of pay for all hours worked and shall receive a minimum of three (3) hours' pay at two (2) times his/her regular rate. Any employee required to work on any other holiday listed above, shall receive, in addition to his/her regular pay, an amount equal to one and one-half (1-1/2) times his/her normal rate of pay for all hours worked.

There will be a floating holiday from September 1 until January 1 upon two (2) days' notice and subject to the operating needs of the Town.

ARTICLE XI

MAINTENANCE OF STANDARDS

All benefits presently extended to the employees and those which from time to time may be extended town-wide to other employees in the same or similar work classifications shall be maintained and granted at the established level.

ARTICLE XII

MILITARY LEAVE

Employees who are members of the military reserves will be paid during the usual prescribed period of service to meet summer training obligations, except that pay shall not be given for more than sixteen (16) days in any calendar year without modification of this article by consent of the Employer.

Employees who are members of the military reserves and are required to perform emergency military service on their regularly scheduled work days, other than the prescribed summer 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 XIII

JURY PAY

An employee serving on jury duty shall be paid his/her normal week's wages less such sum as he/she is to be paid by the county or other governmental authority calling him/her to such duty.

ARTICLE XIV

FUNERAL LEAVE

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

ARTICLE XV

LEAVE OF ABSENCE

Leave of absence with pay may be granted by the Employer to permanent employees who are authorized and duly elected delegates of state or national conventions of nationally recognized veterans organizations.

Two elected delegates from AFSCME Local 408 shall be granted time off without loss of pay to attend conventions of the AFL-CIO and State Council 93.

ARTICLE XV A

SICK LEAVE

Section 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. Notwithstanding the foregoing, in no event shall total accumulation of sick leave exceed 120 days for employees hired on or after July 1, 1992.

Section 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.

Section 3. In exceptional circumstances, appeals for additional consideration may be made to the Town Administrator.

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

Section 5. The Town will place on each employee paycheck the number of accumulated sick and vacation days beginning no later than July 1, 1998.

Section 6. 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 only one (1) sick day or less per year shall be allowed one (1) additional personal day, without loss of pay, to be scheduled after reasonable notice to the employer. 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. 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 for each ten (10)-week period, or fraction thereof, an employee is out on Worker's Compensation.

Section 7. An employee may utilize sick leave benefits in the event of the childbirth by his spouse, up to a limit of five (5) days, upon the approval of the department manager. This section shall not affect the employee's rights under Section 6.

ARTICLE XVI

VACATION LEAVE

Section 1. Each full-time forty (40) hour per week employee shall accrue annual leave with pay at the rate of 1.54 hours per week for each week of service during the first five (5) years of employment.

Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay at the rate of 1.35 hours per week for each week of service during the first five (5) years of employment.

Each full-time forty (40) hour per week employee shall accrue annual leave with pay at the rate of 2.31 hours per week for each week of service between the first five (5) and twelve (12) years of employment.

Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay at the rate of 2.02 hours per week for each week of service between the first five (5) and twelve (12) years of employment.

Each full-time forty (40) hour per week employee shall accrue annual leave with pay at the rate of 3.08 hours per week for each week of service following twelve (12) years of complete service.

Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay at the rate of 2.70 hours per week for each week of service following twelve (12) years of employment.

Each full-time forty (40) hour per week employee shall accrue annual leave with pay at the rate of 3.85 hours per week for each week of service following twenty-five (25) years of complete service.

Each full time thirty-five (35) hour per week employee shall accrue annual leave with pay at the rate of 3.37 hours per week for each week of service following twenty-five (25) years of complete service.

Section 2. When Taken. The time at which an employee takes annual leave shall be determined by the Department Manager with particular regard to the needs of the service and is not limited to any particular time of the year or with regard to the wishes of the employee. All vacation schedules must be arranged in advance with the consent of the Department Manager.

Section 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.

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

Section 5. Units of Leave. Vacation leave shall not be taken in units of less than one-half (1/2) day.

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

Section 7. Accumulation 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.

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

ARTICLE XVII

PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE

Section 1. The Employer will provide clothing for the Department of Public Works employees as follows:

Issued at employment and replaced as necessary:

- rain jacket and pants
- slush boots
- hip boots
- hard hat
- safety vest
- safety glasses
- ear protection

Annual Glove Allowance, to be distributed at the end of August, consists of the following:

- three pairs of leather palm work gloves
- two pairs of lined leather work gloves
- one pair of unlined leather work gloves
- one pair of rubber gloves if necessary according to function

The Employer will provide clothing for employees not in the Department of Public Works as follows:

- rain jacket and pants
- slush boots
- two pairs of lined leather work gloves
- one pair of unlined leather work gloves

Employees shall use all necessary safety clothing and equipment provided by the Department. Employees not using proper safety equipment when directed by the Department Manager or his/her designee, shall receive a one (1) day suspension without pay for the first offense; a two (2) day suspension without pay for the second and each additional offense.

Section 2. The Employer agrees to provide all materials, equipment, tools, and license fees for operating special equipment required to perform the duties assigned to the employees covered by this Agreement except that all hand tools used by automotive mechanics shall be

supplied by the employees. All of the above clothing and equipment will remain the property of the Employer. Employees shall be responsible for total care of protective equipment issued.

Section 3. Uniform Allowance.

A) In lieu of all other clothing or uniforms heretofore provided by the Town, all employees covered by this Agreement shall receive a yearly cash clothing allowance of \$725 payable in a separate check in August. Employees may use part of this allowance to purchase Town approved polo style and button down shirts in grey or navy blue.

B) In lieu of a uniform allowance, mechanics will be provided with uniform rental service, in an annual payment of \$400.00.

Section 4. Eyeglasses. The Employees' eyeglasses that are damaged in the line of duty will either be repaired or replaced by the Town, at the Town's option. However, in no event shall more than one (1) pair of eyeglasses per fiscal year be repaired or replaced by the Town.

Section 4A. Employee Uniforms. The Town will provide each employee with a one time purchase of a black lined jacket, black lightweight jacket, two sweatshirts in either gray or navy, and five tee shirts in either gray or navy blue, after successful completion of their probationary period. The Town and the Union will mutually agree upon the exact style and color of these items. Employees will be responsible for replacement and maintenance of these uniform items.

ARTICLE XVIII

SAFETY COMMITTEE CODE

A joint safety committee composed of the head of each Division (Water, Highway and Cemetery), the Town Administrator and his or her designee, and a union representative from each Division will be selected. Said committee will meet forthwith and at any other time to discuss safety issues and promulgate rules and regulations designed to protect employees. The Safety Committee shall discuss ideas such as the shoring up of ditches and safety equipment.

ARTICLE XIX

CLASSIFICATION PLAN AND PAY RATES

Section 1. All employees shall be compensated in accordance with the schedule attached hereto as Appendix A. The hourly pay scales for positions covered by this Agreement shall be the rates set forth. Each member will be eligible to move forward in the range to the next highest step on their anniversary date, in accordance with the current practice, during said contract year.

Employees hired as of January 1, 2011 will be required to be paid by direct deposit and those currently using the direct deposit method of wage payment will be required to continue with that method.

Section 2. All employees shall progress from the minimum rate to the maximum rates for the classifications based on length of service in accordance with the applicable provisions of the Town of Belmont Personnel Policy Guide in effect on July 1, 1997.

Section 3. Transfers and promotions shall be as detailed in the Town of Belmont Personnel Policy Guide.

Section 4. Temporary Service in a Higher Classification. An Employee who is performing pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performs regular service shall, commencing with the first day of actual service in such higher position, be compensated for such service at the rate to which he/she would have been entitled had he/she been promoted to such position. The present payroll procedure will continue in force.

Section 5. 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.

Based on a November 2007 re-opener agreement, effective July 1, 2007, the Town's share of the health insurance premium contribution will change from 90% to 80% for the HMO plan.

ARTICLE XX

LONGEVITY

Upon completion of the required amount of full-time, consecutive years of employment in the Town of Belmont, as listed below, employees will receive the appropriate longevity payment appearing in said schedule, on or about the first pay period in December.

From 5 through 9 years of service	\$225.00
From 10 through 14 years of service	\$275.00
From 15 through 19 years of service	\$325.00
From 20 through 24 years of service	\$375.00
From 25 years or more of service	\$425.00
From 30 years or more of service	\$475.00

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

ARTICLE XXI

EMPLOYER RIGHTS AND NO STRIKE CLAUSE

Section 1. Subject to the provisions of this Agreement, the Employer reserves and retains all the regular and customary rights and prerogatives of municipal management. It is agreed 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, and to determine the methods, means, and personnel by which such operations are to be conducted.

Section 2. No Strike Clause

a) No employee covered by the Agreement shall engage in, induce, or encourage any strike, slowdown, or withholding of services ("strike"), including a refusal to perform emergency overtime. The Union agrees that neither it nor any of its officers or agents will at any time during

the term of this Agreement, or at any time thereafter during negotiations or impasse procedure, participate in or in any way encourage any such strike.

b) Should any employee or group of employees covered by this Agreement engage in any such strike, the Union shall forthwith disavow any such strike and, at the request of the Town, shall take all reasonable means to induce such employee or group of employees to terminate such strike forthwith.

c) Full performance by the Union with Subparagraphs a) and b) shall result in no liability on the part of the Union or of its officers for any damage resulting from the unauthorized breach of the agreements contained in this article by individual employees.

ARTICLE XXII

JOB POSTING AND BIDDING

Section 1. When a position not covered by civil service covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days in all departments covered by this Agreement. Employees interested shall apply in writing within the seven (7) day period. Within twenty-one (21) calendar days of expiration of the posting period, the Employer will award the position to the most senior, qualified applicant in the judgment of management.

The successful applicant shall be given a 90-day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the management that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

If, in the judgment of management no applicant is qualified, the Employer may make an appointment from outside the bargaining unit.

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

Section 2. Promotions. When a promotion is to be made by the Town, the qualified employees in the Organizational Unit in which the position is located shall have first preference to the position. The Employer will award the position to the most senior applicant qualified in the judgment of management.

The successful applicant shall be given a 90-day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the management that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

If the position is not awarded to someone within the Department in question, then qualified employees bargaining unit wide will have second preference to the position. If, in the judgment of Management no applicant is qualified, the Employer may make the promotion from outside the bargaining unit.

ARTICLE XXIIA

DRUG AND ALCOHOL POLICY

The Town and the Union incorporate by reference the provisions of the Drug and Alcohol Policy, a copy of which is attached hereto as Appendix C.

ARTICLE XXIII

SICK LEAVE BANK

Section 1. The Sick Leave Bank shall be established as of July 1, 2011 for all members of AFSCME Local 408 Town of Belmont bargaining unit. The purpose of the Sick Leave Bank is to provide additional sick leave to any member who has exhausted all of his/her accrued paid leave as provided in the contract and who is unable to perform his/her job duties due to a serious illness or injury.

Section 2. Each member of AFSCME Local 408 will be required to contribute sick leave to fund the Sick Leave Bank. There shall be an initial funding by each member of two (2) sick days, taken from their sick leave accrual, on July 1, 2011. Each member shall also contribute one (1) sick day to the Sick Leave Bank on January 1, 2012 and one (1) sick day on July 1, 2012.

One (1) sick day shall be contributed by the membership every July 1st thereafter until the Bank has a balance of seven hundred (700) days (which equals 5,600 hours). Whenever the Sick Leave Bank balance falls below seven hundred (700) days, the annual July 1st sick day deductions will resume. The Town will reduce the employees' sick leave accruals accordingly without impact to their ability to earn sick leave incentive personal days per the contract.

New hires must contribute two (2) sick days to the Sick Leave Bank upon completion of their six (6) month probationary period, when they are normally credited with sick and vacation accruals.

They shall contribute another two (2) days on the first anniversary of their date of hire.

Thereafter, they will contribute one sick day to the Bank every July 1st in compliance with the procedure listed above.

Upon retirement or termination, union members shall be required to contribute twenty-five (25) days of their accrued sick leave to the Sick Leave Bank.

Section 3. Requests for leave to be withdrawn from the Sick Leave Bank shall be submitted to the Town's Human Resources Director, with all required and/or related medical documentation from an attending physician. The medical documentation must include the nature of the illness or injury causing the disability, an estimate of how long the disability from such illness or injury will continue, and an estimated return to work date. The request must also state the number of

days the union member is requesting. The medical information will be shared with the Sick Leave Bank Committee for purposes of determining an action on said request but the medical documentation will be held in the employee's confidential personnel medical file.

Requests for Sick Bank compensation may be made to the Sick Leave Committee once the member's sick leave accruals drop to ten (10) days.

Section 4. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave time to be withdrawn from the Sick Leave bank. The Committee will be comprised of the Town Human Resource Director and two (2) union members appointed by the President of AFSCME Local 408, who will be granted reasonable paid time off to meet, review, and determine each request.

Decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance and/or arbitration.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1. Bulletin board announcements shall be posted on a bulletin board located in the employee's locker room. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post political denunciations or inflammatory written materials on such bulletin boards.

Section 2. Should any provision of this Agreement be found to be in violation of any statute of the United States of America, Commonwealth of Massachusetts, bylaws of the Town of Belmont, or Civil Service Rules and Regulations, all other provisions of this Agreement shall

remain in full force and effect for the duration of this Agreement. This Agreement shall supersede any conflicting provision of the Town of Belmont's Personnel Policy Guide.

Section 3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that such persons shall receive the full protection of this Agreement.

Section 4. The Employer reserves the right to hire contractors to perform such work as it shall deem necessary or proper for the proper operation of the department and nothing contained herein shall be construed to limit the duty and responsibility of the Employer to operate the department as required by law, and as directed by the Town Meeting. In the event jobs are eliminated as a result of such contracting out, the Town will endeavor to retain existing bargaining unit employees if there is available work in positions they are qualified and eligible to fill consistent with Civil Service law and rules.

Section 5. Prior, uninterrupted service with the Town of Belmont in departments covered by this agreement shall be considered creditable service for all provisions covered under this agreement.

Section 6. First aid kits shall be placed on all trucks.

Section 7. Access to Premises.

International or District Council representatives of the Union shall be permitted access to the premises for the purpose of discussing with employees working conditions and other related matters, provided that the supervisor on duty is notified upon arrival and work is not interrupted.

Section 8. Effective January 1, 2011, those employees who have successfully completed their probationary period and possess a valid CDL license and are assigned to the CDL pool will receive a twenty-five dollar (\$25.00) per week stipend. The union custodians in Building Services and in the Library will receive a \$5 per week equity stipend in lieu of the CDL stipend and should any of these employees obtain a CDL, they will only receive one stipend for the CDL stipend and the equity stipend will end.

Section 9. The Employer reserves the right to install and use time clocks without further negotiations.

Section 10. 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.

Section 11. On the Job Training. Whenever possible, subject to the operating needs of the Department and at the discretion of the department manager, employees shall be given the opportunity to learn how to operate equipment and to learn the duties of other positions in their Department.

Section 12. Tuition Reimbursement. The Town agrees to reimburse employees for certain tuition costs of job-related courses. The Town will pay tuition up to \$300 or 100% of the cost (whichever is less) for two courses per employee per year. Payment will be made upon successful completion of the course. The department manager has full discretion regarding which courses are job related for each employee.

Section 13. Outdoor Temperature. The Town agrees that in the event the outdoor temperature on any given work day reaches the level of ninety-five (95) degrees Fahrenheit, as measured by the Town's Official Digital Thermometer, all employees shall be assigned work either indoors or among shady outdoor surroundings except in emergency situations as determined by the Town.

Section 14. Employees shall be entitled to one (1) personal day per year, subject to the operating needs of the department and the approval of the Department Manager. This day will not accumulate from year to year.

Section 15. When other Town employees, with the exception of the School Department and the Library Department, are given time off for snow emergencies, employees in this unit shall be entitled to compensatory time off, subject to the operating needs of the department and with approval of the Department Manager, with thirty (30) days prior notice.

Section 16. AFSCME acknowledges that during these negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities.

Section 17. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement unless specific reference in this contract is made to a law or statute or rules and regulations.

Section 18. For employees who shall be required to have CDL Licenses and endorsements, The Town agrees to pay the difference in cost between a Class D driver's license and the Class B CDL, including the endorsements that are required by the Town.

Section 19. In the event positions become available after a layoff, employees shall be recalled in the order of seniority provided they are qualified to fill the position in the judgment of management and able to perform the work available with no more training than can be handled within the Department. The employee recalled shall be given a 90-day trial and training period. 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 or she shall be returned to the recall list and receive back the amount of days he or she worked. Such recall right shall lapse at the end of the two (2) year period following the date of separation from employment. Nothing in this section shall be construed to mean that the Town shall be obligated to recall any laid-off employees unless jobs become available.

Section 20. Mechanic's Tool Insurance: The Town will provide insurance which shall cover employees' tools that are on the Town's property and are regularly used in the course of employees' employment to protect against catastrophic losses such as theft or fire.

Section 21. Chainsaw use after hours: Whenever a situation, as determined by management, requires use of a chainsaw on an after hours or overtime basis, there shall be a minimum of two employees on site for safety reasons.

ARTICLE XXIV

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2010 and shall expire June 30, 2011 except as provided below in this article.

Section 2. 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 after January 1, 2010, but in no event postmarked later than March 1, 2011.

Section 3. Should neither party send a notice to modify or terminate this Agreement as provided in Section 2, this Agreement shall be considered to have been automatically renewed for an additional year.

Section 4. A notice mailed under Section 2 shall be accompanied by initial proposals identifying the substance of the changes and the language with which such desired changes are to be expressed. The party receiving such notice shall forthwith arrange for a meeting for the purposes of discussion and consideration of the proposed changes. Nothing in this paragraph shall preclude the parties from modifying any proposed changes during the course of negotiations.

Section 5. Nothing in this Article shall preclude the parties from amending or modifying this Agreement by mutual agreement during the life thereof. Any such amendments or modifications shall be reduced to writing and shall be executed by both 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 _____, 2011.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE
COUNCIL 93, LOCAL 408

By: George Patsios
George Patsios, President
AFSCME Local 408

Mark Bernard
Mark Bernard, Staff Representative
AFSCME Council 93

TOWN OF BELMONT

By: Ralph Jones
Ralph Jones, Chairman of the
Board of Selectmen

Angelo Firenze
Angelo Firenze, Selectman

Mark Pabillon
Mark Pabillon, Selectman

**APPENDIX A
AFSCME SCHEDULE (FY11)**

Department/Division	Grade	Title
Buildings and Facilities	10	Working Foreman
Cemetery	10	Working Foreman
Highway	10	Working Foreman
Water	10	Working Foreman
Highway	9	Mechanic
Buildings and Facilities	7	Lead Custodian/Maintenance Worker
Highway	7	Mason
Library	7	Lead Custodian
Buildings and Facilities	6	SHMEO/Laborer
Cemetery	6	SHMEO/Laborer
Highway	6	SHMEO/Laborer
Water	6	Stock keeper/Department Service Worker
Water	6	Maintenance Craftsperson
Highway	5	HMEO
Highway	5	Garage Attendant/HMEO
Council on Aging	4	Driver
Water	4	Meter Reader/Laborer
Buildings Services	4	Custodian
Library	3	Custodian
Highway	3	Laborer

AFSCME - FY11 Wage Chart - 0% COLA

Grade	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Step 1	2	3	4	5	6	7	8	9	10	11	12
1	10.6067	11.0004	11.4053	11.8215	12.2714	12.7213	13.2035					
2	12.0127	12.4626	12.9238	13.3962	13.9024	14.4085	14.9546					
3	13.4075	13.9024	14.4198	14.9597	15.5108	16.0844	16.6940					
4	14.8134	15.3646	15.9382	16.5344	17.1417	17.7829	18.4568					
5	16.2307	16.8268	17.4567	18.1091	18.7727	19.4700	20.2080					
6	17.6366	18.2890	18.9751	19.6725	20.4036	21.1685	21.9708					
7	19.0426	19.7512	20.4936	21.2472	22.0346	22.8557	23.7219					
8	20.4486	21.2022	21.9896	22.8107	23.6543	24.5316	25.4613					
9	21.8546	22.6644	23.5080	24.3854	25.2852	26.2300	27.2241					
10	23.2493	24.1154	25.0152	25.9376	26.9049	27.9059	28.9636					
11	24.6553	25.5776	26.5225	27.5123	28.5358	29.5931	30.7147					
12	26.0725	27.0399	28.0409	29.0870	30.1668	31.2803	32.4658					
13	27.4785	28.5021	29.5594	30.6617	31.7977	32.9787	34.2286					
14	28.8958	29.9643	31.0778	32.2251	33.4286	34.6659	35.9798					
15	30.3017	31.4265	32.5963	33.7998	35.0596	36.3643	37.7425					
16	31.6965	32.8775	34.0923	35.3633	36.6793	38.0403	39.4820					
17	33.1025	34.3397	35.6107	36.9380	38.3102	39.7275	41.2331					
18	34.5197	35.8019	37.1292	38.5127	39.9412	41.4259	42.9959					
19	35.9257	37.2642	38.6477	40.0761	41.5721	43.1131	44.7470					
20	37.3317	38.7264	40.1661	41.6508	43.2030	44.8002	46.4982					
21	38.7489	40.1886	41.6733	43.2255	44.8340	46.4987	48.2610					
22	40.1436	41.6396	43.1805	44.7890	46.4424	48.1746	50.0004					