

COLLECTIVE BARGAINING AGREEMENT

TOWN OF BELMONT

AND

THE BELMONT POLICE SUPERIOR

OFFICERS ASSOCIATION

**For the Period Beginning July 1, 2010
and Ending June 30, 2011**

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AGREEMENT

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

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

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

ARTICLE I

RECOGNITION AND BARGAINING UNIT

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

ARTICLE II

TOWN'S RIGHTS AND RESPONSIBILITIES

Both parties recognize that under the laws of the Commonwealth of Massachusetts, the Board of Selectmen has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the Police Department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and

expressly reserves those powers, prerogatives, and authority not expressly abridged or modified by this Agreement to the Town. Further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

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

ARTICLE III
EMPLOYEES' RIGHTS AND RESPONSIBILITIES

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

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

- (a) interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
- (b) interfere with the formation, existence, operations, or administration of the Union;
- (c) discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union (except as provided in this contract for an agency service fee);
- (d) discriminate against any employee because he or she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences for or on behalf of the Union; or
- (e) refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Union as set forth in this Agreement.

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

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

ARTICLE IV

PRIOR BENEFITS AND PRESERVATION OF RIGHTS

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

ARTICLE V
NO-STRIKE PROVISION

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

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

ARTICLE VI
CIVIL SERVICE

Where applicable to the employees hereunder, the Town and the Union agree that they will recognize and adhere to all Civil Service and State and Federal labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals, and suspensions. It is understood and agreed that the Union shall have the right to represent any employee covered by this Agreement in any Civil Service or Retirement Board hearing or proceeding if requested to do so by the employee.

ARTICLE VII
PERMANENT AND TEMPORARY PROMOTIONS

Section 1. All permanent promotions within the Police Department up to and including the rank of Captain shall be made by the Town only after competitive examinations given by the Division of Civil Service of the Commonwealth of Massachusetts and in accordance with applicable statutes, rules, and regulations. The parties have agreed that a HRD approved assessment center will be used in the promotional selection process for the positions of Lieutenant and Captain.

Section 2. Any member of the unit required to assume the duties and responsibilities of a higher rank for a temporary period shall be compensated commencing with the second consecutive shift in such position at the rate of pay for said higher rank, with pay retroactive to the first such shift. Notwithstanding the foregoing, effective July 1, 2004, any member of the unit required to assume the duties and responsibilities of a higher rank for a temporary period shall be compensated commencing with the first shift in such position at the rate of pay for said higher rank. The selection of employees to fill such temporary vacancies will be at the discretion of the Chief or his or her designee.

ARTICLE VIII
GRIEVANCE PROCEDURE

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

(b) Time Limits. All time limits herein shall consist of calendar days exclusive of Sundays and legal holidays. The time limits indicated hereunder will be considered

maximum unless extended by mutual agreement of the parties involved in the grievance procedure.

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

Section 2. Grievances shall be processed as follows:

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

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

Step 3. If the Committee determines that the complaint is justified, the Committee shall, within ten (10) days of the occurrence of the event giving rise to the grievance, present in writing to the Chief, a completed grievance form containing the following information:

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

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

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

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

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

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

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

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

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

ARTICLE IX
COMPENSATION

Section 1.

Effective July 1, 2010 through June 30, 2011: (0% increase)

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------|---------|---------|---------|---------|
| Sergeant | \$1144.57 | 1172.51 | 1200.39 | 1240.61 | 1302.64 |
| Lieutenant | \$1339.13 | 1371.81 | 1404.27 | 1451.52 | 1524.10 |
| Captain | \$1566.86 | 1605.02 | 1643.23 | 1698.27 | 1783.18 |

In no event shall the entry level compensation for a Sergeant (Step 1) be less than 115% of the highest base compensation rate for the rank of Patrolman. Officers will receive Step increases on July 1st of each year.

Any employee promoted to the rank of Sergeant shall begin at Step 1 of the pay plan. All other employees promoted to the ranks of Lieutenant or Captain shall be placed on the Plan step which is two (2) steps less than their previous step, but in no event less than Step 1.

Section 2. Night Shift Differential. Payment of night shift differential shall be made including paid leaves of absences. Employees assigned to night tours of duty shall receive a seven percent (7%) night shift differential on both night shifts. The computation of the rate for night shift differential shall incorporate the education incentive (Quinn Bill).

Section 3. Prosecutor Differential. A Superior Officer who is assigned to perform the duties of a prosecuting officer will receive \$500.00 annual differential, or a Superior Officer who, on a regular temporary basis, is assigned to perform the duties of a prosecuting officer and performs such duties will receive \$250.00 annual differential, not to be reflected in overtime pay, night shift differential, vacation pay, sick leave, unpaid leave, or retirement pay. Prosecutor differential will be paid in two (2) equal installments in December and June.

Effective upon the signing of the new agreement (7/07 - 6/10) the \$500 annual differential will increase to \$1,000 (One Thousand) annually and the \$250 annual differential will increase to \$600 (Six Hundred) annually. An annual differential of \$600 (Six Hundred) will also be implemented for the positions of Community Service Officer and Superior Officer in charge of Detectives. However, in no case shall one person receive more than one of the differentials listed under this section.

Section 4. Mandatory Direct Deposit Effective thirty (30) days after the signing of this contract, union members will receive weekly earnings by means of direct payroll deposit in lieu of paychecks.

ARTICLE IX A
GROUP INSURANCE BENEFITS

The Town of Belmont has adopted provisions of Chapter 32B of Massachusetts General Laws mandating that it contribute 50% of employee group health insurance premiums. Effective July 1, 2007 the Town agrees to pay 80% of the premium costs for the HMO plan and 75% of the premium costs for the PPO plan. Effective July 1, 2007, the office visit co-pays will increase from \$5 (five dollars) to \$15 (fifteen dollars) and the prescription drug co-pays will increase from \$5/10/25 to \$5/25/40. Note: Based on prior Town Meeting votes which denied payment of the PPO at more than 50% of premium, as of July 2009 the PPO contribution reverted to 50%

ARTICLE X
LONGEVITY

Effective upon the date this Agreement is executed, bargaining unit members who have completed at least 15 years of service in the Belmont Police Department may elect a longevity payment in accordance with the schedule set forth below, said payment to be paid in equal installments over three 52 week periods, for the consecutive years that follow acceptance of this section by the individual member. However, in the event a member electing this section separates from Town employment, any amount due him or her at the time of separation shall be paid in a lump sum. Unit members accepting payments pursuant to this section will be ineligible to receive payments as specified in Section 3 of Article XXI. Additionally, unit members accepting this provision will not thereafter be entitled to carry forward accumulated vacation leave from year to year.

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

All bargaining unit members must provide six (6) months advance written notice to the Town if they want to receive the Longevity payment described herein. Notwithstanding the foregoing, the Town may, in its sole discretion, waive the six (6) month notice requirement in extenuating circumstances.

Schedule of Payments

Effective July 1, 2010

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

| | |
|------------|-------------|
| Sergeant | \$10,374.79 |
| Lieutenant | \$12,237.22 |
| Captain | \$14,232.33 |

More than 20 years of service, but less than 25 years of service:

| | |
|------------|-------------|
| Sergeant | \$16,626.71 |
| Lieutenant | \$19,553.02 |
| Captain | \$22,745.92 |

More than 25 years of service:

| | |
|------------|-------------|
| Sergeant | \$20,883.51 |
| Lieutenant | \$24,341.77 |
| Captain | \$28,464.66 |

ARTICLE XI

HOURS OF WORK

Section 1. Tours of duty (work shifts) and hours of work shall be as follows:

No. 1 Last Half 11:45 P.M. to 7:45 A.M.

No. 2 Day Shift 7:45 A.M. to 3:45 P.M.
No. 3 First Half 3:45 P.M. to 11:45 P.M.

Section 1A. Employees will be expected to remain on duty until relieved for a reasonable time not to exceed fifteen (15) minutes without additional compensation.

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

Section 2A. Detectives and other superior officers working the administrative 5 & 2 schedule, when agreed upon between the Chief and superior officer concerned, may work four (4) consecutive days of nine and one-quarter (9 1/4) hours followed by three (3) days without duty. When a holiday mentioned in Article XVI falls or is observed on a week day, the superior officer's days of duty shall adjust so as to not work on the holiday, in which case the officer would have two (2) days without duty. A superior officer on this schedule shall not accumulate days of leave in lieu of working on the 4 & 2 schedule. The use of vacation leave by a superior officer on this schedule shall be recorded by the quarter (1/4) hour, but shall be taken as whole shifts.

Section 3. The present practice of eating during the tour of duty will apply also to the day tour.

Section 4. Employees assigned to night tours of duty (1 or 3) shall normally alternate between such tours, provided, however, the Chief in his or her discretion may assign employees to a fixed night tour (1 or 3). Employees shall be given reasonable notice of a permanent change in shift assignment. Volunteers will be solicited first. In the absence of a sufficient number of volunteers, employees will be assigned by reverse seniority.

Section 5. The Chief of Police in his or her discretion may assign officers to hours of work different than those prescribed in Section 1, provided that the employee has given written consent in advance. An officer assigned to these different hours of work shall be returned to the regular hours of work within seven (7) days of giving notice to the Chief of Police. Nothing in this section shall affect the rights of assignment as provided in Section 4.

ARTICLE XII

OVERTIME

Section 1. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Overtime shall be assigned to all employees on an equitable and fair basis. Employees other than those required to work beyond their normal tour of duty due to the exigencies of their workday (such as a late ambulance run, etc.) shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of an emergency situation in the judgment of the Chief, such additional personnel as are deemed necessary by the Chief may be required to work overtime on an assigned basis, and it is agreed that such assignments will not be refused. Where voluntary overtime is refused, there shall be no discrimination against any employee so refusing. Involuntary assignments for overtime work shall be made in inverse order of seniority. Refusal of an overtime opportunity offered with at least 24 hours notice shall be considered as overtime worked, and the employee's name shall rotate to the bottom of the overtime list.

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

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

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

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

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

Section 7. In the event an officer is absent from a regular tour of duty due to an illness, that officer will not be eligible for voluntary overtime until forty-eight hours has elapsed since the end of that officer's last scheduled tour of duty. It shall be the officer's responsibility to refrain from accepting overtime during this period of ineligibility.

ARTICLE XIII COMPENSATORY TIME

When an officer attends training, the Department may elect to have the officer receive, or the officer may elect to receive, compensatory time off in lieu of receiving cash overtime under the FLSA or collective bargaining agreement. However, the final decision will rest with the Chief of Police or his designee, based on the needs of the Department. This compensatory time

shall be accrued at the rate of one and one half times (1 ½) the time spent at training (e.g. eight (8) hours of training will yield twelve (12) hours of compensatory time). Compensatory time accrual will be capped at forty (40) days of work, equivalent to sixty (60) days, based on the time and one half provisions, per officer.

ARTICLE XIV
CALL BACK TIME

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

ARTICLE XV
COURT TIME

Any member of the Unit who at any time, other than during a regular tour of duty, is required to attend any court proceeding in criminal or civil matters resulting from his or her duties as a police officer, either as a witness or in any other official capacity, shall be entitled to overtime compensation for every hour or fraction thereof during which he or she was in such attendance or appearance, but in no event less than three (3) hours. For the purpose of this paragraph, a court proceeding shall include grand jury proceedings, pretrial conferences, conferences with any representative of the office of the District Attorney or related proceedings in criminal matters before any board or agency of the Town, the Commonwealth, or the Federal Government.

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

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

ARTICLE XVI
EXTRA DETAILS

Section 1. All extra details shall be distributed as fairly and as equitably as possible. Details shall be offered on a rotation basis, and acceptance shall be voluntary. Detail availability lists shall be prepared weekly. The refusal of a detail by an employee which is offered (with at least 24 hours notice) shall be considered the same as a detail worked, and said employee's name shall go to the bottom of the list. Details offered with less than 24 hours notice and refused shall not be considered a detail worked, and the employee shall not lose his or her position on the list. A detail availability list will be established on a weekly basis. In extraordinary and infrequent circumstances, the Chief may select employees for special details, provided he or she confers with the President(s) or his or her designee(s) prior to the selection and equalizes the detail opportunities among all persons on the list as soon as is practical thereafter.

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

Section 3. Details shall be offered to members of the Belmont Police Department. Details shall not be offered to reserve or intermittent officers so long as permanent members of the Department are available. After currently employed members of the Belmont Police Department have been solicited for outside details, retired patrol officers of the Belmont Police Department shall be eligible to work outside details. In order to retain eligibility, retired patrol officers must retain certification for "First Responder" and "CPR". The Town may also require retired patrol officers to verify their physical capacity to perform details.

Section 4. Effective upon the date of signing of this Agreement:

(1) The compensation for extra Town and non-Town (outside) details for non-profit concerns shall be one and one-half (1 1/2) of the maximum patrol officer's hourly rate, plus an additional one (1) dollar (\$1.00) per hour, subject to the provisions which follow:

(2) The compensation for extra non-Town (outside) details for profit concerns, and work assigned with private companies performing duties under a contract with the Town, shall be one and one-half (1-1/2) of the maximum patrol officer's hourly rate, plus an additional two (2) dollars and fifty cents (\$2.50) per hour, subject to the provisions which follow:

- (a) There shall be a minimum of four (4) hours time for any extra detail. Following a minimum of four (4) hours, there shall be a minimum of eight (8) hour paid. If the contracting agency is the Belmont Public Schools or a non-profit entity putting on an event at a Belmont Public School, the only minimum payment will be four (4) hours.
- (b) If any detail is supervised, there will be a minimum of four (4) hours time for a Superior Officer functioning in a supervisory capacity. The Police Chief shall designate one or more Superior Officers to function in a supervisory capacity. The hourly rate charged for such work shall be the extra detail rate specified above in Subsection 4(1) times the percent differential attributable to his or her rank. During the life of this Agreement, a superior officer supervising a detail in a Sergeant's capacity shall earn a rate that is twenty percent (20%) above the detail rate of a patrol officer. The differential for a superior officer supervising a detail in a Lieutenant's capacity shall be fifteen percent (15%) above a Sergeant. The differential for a superior officer supervising a detail in a Captain's capacity shall be fifteen percent above a Lieutenant.
- (c) All extra details in excess of eight (8) hours shall be compensated at one and one-half (1-1/2) times the detail rate.

Section 5. In the event an officer is absent from a regular tour of duty due to an illness, that officer will not be eligible for voluntary paid details until forty-eight hours has elapsed since the end of that officer's last scheduled tour of duty. It shall be the officer's responsibility to refrain from accepting details during this period of ineligibility.

Section 6. Effective upon the date of the parties' execution of this Agreement, Supervisors shall receive a twenty-five percent (25%) premium to their applicable rate of compensation when they are performing supervisory services for a detail involving a strike. Notwithstanding the foregoing, the twenty-five percent (25%) premium shall not apply to any Town detail, regardless of whether it involves a strike.

ARTICLE XVII

HOLIDAYS

The following days will be paid Holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Holiday pay shall be one day's pay and shall be paid to each employee over and above his or her regular weekly salary.

ARTICLE XVIII

SICK LEAVE

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

Section 2. Employees absent on sick leave or injury leave may be required to submit

medical reports from a qualified physician and may be required to take a physical upon returning to work.

Section 3. Whenever, in the judgment of the Chief, an employee is developing a pattern of sick leave abuse, the Chief, or his designee, shall promptly investigate the matter and take appropriate action, which may include one of the following penalties:

- (a) oral reprimand;
- (b) written reprimand, to be filed in the employee's personnel file;
- (c) forfeiture of up to and including five (5) vacation days;
- (d) punishment duty of up to five (5) tours of duty without compensation;
- (e) forfeiture of holiday pay.

The Chief, or his designee, may also suspend the imposition of the penalty for a definite period of time under specified conditions. The disciplinary actions taken by the Chief, or his designee, as a result of the investigation shall be final and binding on the parties. Notwithstanding the foregoing, any disciplinary actions shall be subject to the grievance and arbitration procedure under Article VIII.

Section 4: Officers absent from work for illness, who have been out ill for seven cumulative days during the calendar year, shall be required to remain at home for twenty-four hours a day for the first fourteen calendar days and for their regular shift only on additional days that they remain absent from work. They may only leave their primary residence to attend to medical appointments, obtain a medical prescription at the pharmacy, obtain groceries, or attend to child care needs. Prior to leaving home, officers must contact the Shift Commander on a recorded line regarding the need to leave home. This provision will apply each time an officer is out ill following the seventh cumulative sick day during a calendar year.

Officers may ask the Chief or his designee's permission to use up to two (2) vacation days for unusual reasons but the decision shall be final and binding with no recourse to the grievance and arbitration procedures.

ARTICLE XVIII
UNUSED SICK LEAVE INCENTIVE

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

ARTICLE XVIII
HEALTH AND FITNESS INCENTIVE

Effective in the July 1, 2008 year of the contract, the Town will implement an annual volunteer physical fitness test as listed below. Officers who volunteer to participate in the fitness testing will not be compensated for their time in the testing procedures. An officer will not be qualified to participate in this program if s/he has used in excess of fifteen sick days, or parts thereof, during the preceding calendar year.

Upon achieving a passing score on each of the fitness standards listed below, an officer will receive a one time annual bonus of one weeks pay.

| Males | 20-29 | 30-39 | 40-49 | 50 to retirement |
|---------------|-----------------------------------|--------------|--------------|-------------------------|
| *Push-up | 26 | 22 | 17 | 12 (1 minute) |
| * Bench Press | 75% of Body Weight (1 Repetition) | | | |

| | | | | |
|----------------|-----------------------------------|--------------|--------------|-------------------------|
| Sit-up | 32 | 29 | 25 | 21 (1 minute) |
| 1 Mile Run | 10 min. | 11 min. | 12 min. | 13:00 min. |
| Females | 20-29 | 30-39 | 40-49 | 50 to retirement |
| *Push-up | 16 | 11 | 10 | 7 (1 minute) |
| *Bench Press | 75% of Body Weight (1 Repetition) | | | |
| Sit-up | 28 | 21 | 18 | 14 (1 minute) |
| 1 Mile Run | 11 min. | 12 min. | 13 min. | 14 min. |

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

ARTICLE XIX FUNERAL LEAVE

Death in immediate family. In the event of a death in an employee's immediate family, an employee may take up to three (3) consecutive work days as bereavement leave, 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, grandfather, grandmother, grandchildren, grandfather-in-law, 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 XX MILITARY LEAVE

Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted leave of absence with pay during the time

of his or her annual tour of duty as a member of such reserve component; provided, however, that such not exceed seventeen (17) calendar days.

ARTICLE XXI
OTHER LEAVES OF ABSENCE

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

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

ARTICLE XXII
ANNUAL VACATION LEAVE

Section 1. How computed.

(1) Each full-time employee shall accrue annual leave with pay at the rate of 2.15 hours per week for each week of service during the first five (5) years of employment.

(2) Each full-time employee shall accrue annual leave with pay at the rate of 3.225 hours per week for each week of service between five (5) and twelve (12) years of employment.

(3) Each full-time employee shall accrue annual leave with pay at the rate of 4.30 hours per week for each week of service following twelve (12) years of complete service.

(4) Each full time employee shall accrue annual leave with pay at the rate of 5.375 hours per week for each week of service following twenty-five (25) years of employment.

Section 2. When taken.

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

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 vacation pay.

Section 5. Units of leave.

Vacation leave shall not be taken in units of less than one (1) day. Single days can only be taken with no less than one (1) days notice to the Chief or his or her designee, provided there is no more than one (1) superior officer per shift on vacation. The date of any separation from municipal service may not be extended by the use of vacation leave.

Section 6. Maximum accumulation.

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

Section 7. Accumulation leave.

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

Section 8. Computing length of service.

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

ARTICLE XXIII

PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEE

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

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

Section 3. Union dues and agency service fees will be sent to:

The Belmont Police Superior Officers Association
460 Concord Avenue
Belmont, Massachusetts 02478

ARTICLE XXIV

CLOTHING ALLOWANCE AND PERSONAL PROPERTY

Section 1. There shall be no change to the percentages set forth below during the term of this Agreement. The Town shall compensate members for the purchase of clothing as follows:

Straight Day Shift Employees:

Officers assigned to a Straight Day Shift shall receive additional compensation to be paid as three percent (3%) of weekly base pay, including the educational incentive.

Night Shift Employees:

Officers assigned to a Night Shift shall receive additional compensation to be paid as two and one half percent (2.5%) of weekly base pay, including the educational incentive.

Payments made pursuant to the Article shall not be considered base pay for the purpose of calculating overtime, holiday, vacation and extra duty detail pay. Under no circumstance shall the above compensation exceed the amount allocated for a maximum step Lieutenant (plus the applicable educational incentive).

This change in computation of the uniform allowance shall not diminish the employee's responsibility of maintaining his/her uniform irrespective of any claim that the clothing allowance has been exhausted.

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

Section 3. Upon the determination by the Chief of the Department that personal property of an employee, such as eyeglasses, watches, etc., was destroyed in the line of duty, the Town agrees to replace said property.

ARTICLE XXV

LIGHT DUTY

SECTION 1. PURPOSE

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

Light duty is intended to allow the Chief of Police to assign a police officer who is on leave pursuant to Massachusetts General Law, Chapter 41, Section 111F or a police officer who is on leave due to a non-work related illness or injury, who are capable of contributing to the work of the department, to perform duties and responsibilities of their position consistent with the limitations of their injury and/or illness.

SECTION 2. RETURN TO LIGHT DUTY

Prior to returning to light duty the Chief of Police shall inform the police officer of his/her assignment and hours. The assignment of the hours will be within one of the three established shifts and shall be consistent with the opinion of the physician(s) rendered in accordance with Section 3 of this article.

A police officer assigned to light duty shall retain the benefits of his/her position prior to his/her injury or illness and shall continue to accrue vacation and sick time consistent with Section 7 of Article XXI, Annual Vacation Leave and Article XVII, Sick Leave.

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

In the event a police officer finds that the light duty assignment has actually aggravated or retarded the healing of his/her injury he/she may present medical evidence to that effect to the Chief of Police. The Chief will then suspend the light duty assignment until the officer's

medical condition is further evaluated. The opinion of the physician(s) rendered in accordance with Section 3 of this article will be relied upon by the Chief in assigning light duty.

SECTION 3. DETERMINING ELIGIBILITY FOR LIGHT DUTY

Based upon supporting medical documentation, a police officer may request or the Chief of Police may require a light duty assignment. In determining whether a police officer is medically fit to perform light duty and the related hours and times thereto, the Chief will consider the recommendation of the officer's personal physician. The Chief may also require the officer to submit to an independent medical examination and will also consider the resulting recommendation. Physicians utilized by the Town of Belmont shall have an expertise, experience, and/or practice in the medical area diagnosed and/or the recommended treatment. If the Chief determines that an independent medical examination is required, the Town of Belmont shall bear the costs associated with the examination.

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

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

Prior to the determination of the doctor(s) performing the independent medical examination in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE, the employee shall remain on injured or sick leave as is appropriate to the injury or illness.

SECTION 4. SCOPE OF DUTIES

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

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

relied upon by the Chief in assigning light duty and relied upon by the Chief in assigning light duty.

SECTION 5. HOURS OF ASSIGNMENTS

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

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

The department shall be required to maintain accurate records of hours assigned to light duty and upon request, in writing, will make said information available to the employee within a reasonable period of time after said request.

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

ARTICLE XXVI EDUCATION INCENTIVE

WHEREAS, the Town accepted the provisions of M.G.L. c. 41, §108L with the expectation that the Commonwealth of Massachusetts would provide funds, in accordance with its provisions, for 50% of the applicable base salary increases set forth therein;

WHEREAS, police officers and superior officers have obtained qualifying degrees under that program in the expectation that they would receive the full payments set forth therein;

WHEREAS, the Commonwealth of Massachusetts, particularly in its FY 2010 budget, has failed to reimburse the Town its share of the program's cost, and has eliminated the program for police officers who do not have qualifying degrees (or are entered into the program) as of October 1, 2009;

NOW THEREFORE the parties agree as follows:

Section 1. Current Enrollees.

a. Notwithstanding the Commonwealth's FY 2010 appropriation or prior or future reimbursement shortfalls, under which the Town has received or will receive less reimbursement for costs incurred under M.G.L. c. 41, §108L program, the Town agrees to provide base salary increases, for bargaining unit members employed as officers as of July 1, 2009 who are enrolled in the program as of October 1, 2009, at the levels and for the degrees set forth in §108L at the time of the Town's acceptance, and in accordance with the procedures and standards for qualifying degrees from accredited institutions set forth in §108L as of June, 2009. If for any reason the Commonwealth of Massachusetts no longer qualifies degrees under §108L, the parties will develop their own procedures for doing so in a manner that replicates to the extent possible the same standards used by the Commonwealth for qualifying degrees as of October 1, 2009.

b. If at any point the Commonwealth restores funding and actually reimburses the Town to the levels set forth in M.G.L. c. 41, §108L, as it read on June 29, 2009 for officers in the program as of October 1, 2009, then it is the parties' mutual intent that the officers be paid and the Town be reimbursed to the full extent provided in §108L as of that date.

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

d. Educational incentive shall be paid as part of the Town's regular payroll and shall be included in and considered as base salary for purposes of calculating overtime, holiday pay,

clothing and night differential. It is the parties' intent to include education incentive as regular compensation under G.L. c. 32, to the extent permitted by law.

e. This Section shall be applicable to police officers from other municipalities who lateral into employment as police officers in the Town and are subsequently promoted into this bargaining unit, provided that any such officers were eligible for educational incentives under §108L as of October 1, 2009.

Section 2. Future Enrollees.

a. Inasmuch as the Commonwealth's FY 2010 budget has eliminated any education incentive benefits for newly hired officers and for officers not in the §108L program as of October 1, 2009, the parties agree to adopt the following education incentive program for such officers.

1. For an Associate's degree in Criminal Justice, an annual stipend of:
Sergeant: \$5,400
Lieutenants: \$6,400
Captains: \$7,400
2. For a Bachelor's degree in Criminal Justice, an annual stipend of:
Sergeant: \$10,000
Lieutenants: \$12,000
Captains: \$14,000
3. For a Master's degree in Criminal Justice, an annual stipend of:
Sergeant: \$12,000
Lieutenants: \$14,000
Captains: \$16,500

4. The education program under this section shall include the same quality guidelines, standards and review processes for accredited institutions as set forth in section 1 above.

5. Such stipends shall be included in base salary for purposes of calculating overtime and holiday pay, clothing, and night differential. It is the

parties' intent to include such stipends as regular compensation under M.G.L. c. 32, to the extent permitted by law.

6. Such stipends will be paid as part of the Town's regular weekly payroll.

b. If at any point the Commonwealth revives or implements a new §108L program, in whole or in part, for officers not in the program (but not to exceed levels or for degrees provided in the §108L program as of June, 2009) as of October 1, 2009, then it is the parties' mutual intent that such officers receive such base salary increases as are provided in any such legislation to the extent that the Commonwealth in fact funds and makes payment of its share of the costs. Accordingly, the following principles will govern the administration of such revised program: (1) taking advantage of state financial support of police education, to the extent that such support is in fact provided to the Town; (2) the Town's payment obligation of Town funds, net of state payments, could be less than the flat dollar amounts in Section 2 above, but will not exceed those amounts and may be retroactively recovered if the state does not meet all or part of its promised share of funds for the program; and (3) the Town's payment of any flat dollar educational incentive stipends shall be fully credited towards any payment obligation under this section.

Section 3. Current and Future Enrollees. In the event that the Commonwealth expands the §108L program by increasing levels of base pay or changing qualifying degrees, whereby the Town would incur costs beyond those incurred under the §108L program as originally accepted, then the Town shall not be bound to pay such increased levels or for other qualifying degrees unless the Board of Selectmen approves and the Town Meeting affirmatively votes to do so and to appropriate necessary funds.

Section 4. The Association shall not bring or support any legal action to compel payments to any members of the bargaining unit for education incentives that requires the Town to exceed the cost of payments to it as provided under this Article. In the event a court or agency of competent jurisdiction enters a judgment or order requiring the Town to make additional education incentive payments or incur additional education incentive costs beyond those set forth in this section, then the parties will negotiate, upon the Town's request. If the parties are unable to reach agreement, the Town may submit the question to binding arbitration.

Section 5. All new employees shall be required to successfully obtain an Associate degree in Criminal Justice within three (3) years of employment with the Town of Belmont. Failure to obtain said degree will be grounds for discharged, unless a highly unusual circumstance warrants an extension of time by the Town's Appointing Authority (i.e. active military duty, long term absence due to injury or illness that prevents continued study, etc.)

ARTICLE XXVII

WAIVER

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

ARTICLE XXVIII
SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto. In the event any provisions of this Agreement shall be found contrary to law, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIX
AMENDMENTS

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

ARTICLE XXX
JOB POSTING AND BIDDING

When a position not covered by Civil Service covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for twenty-one (21) days. Employees interested shall apply in writing within the twenty-one day period. Within five (5) days of expiration of the posting period, the Chief will award the position to the most qualified applicant, in the judgment of the Chief, subject to the approval of the Town Administrator.

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

ARTICLE XXXI
SAFETY COMMITTEE

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

ARTICLE XXXII
MISCELLANEOUS

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

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

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

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

ARTICLE XXXIII
DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2010 to June 30, 2011 and shall continue from year to year thereafter unless terminated by either party by notice in writing to the

other delivered on or before one hundred fifty (150) days prior to its expiration. If either party wishes to amend, alter, change, or add to this Agreement for any subsequent year, notice thereof shall be given in writing to the other on or before one hundred fifty (150) days prior to its expiration in any year, such amendment, alteration, change, or addition, if agreed upon by the parties, to become effective as of July 1st of that year. Said notice shall contain the subject matter of any proposed amendment, alteration, change, or addition to be negotiated. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

ARTICLE XXXIV
FINAL AGREEMENT

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 bylaw or statute or rules and regulations.

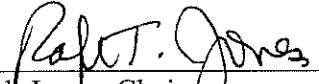
The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefore, the Union voluntarily and without qualification waives the right and agrees that the Town of Belmont shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with respect to any subject matter not specified or referred to in this Agreement.

[CONTINUED ON NEXT PAGE]

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

DATED: 9/10, 2010

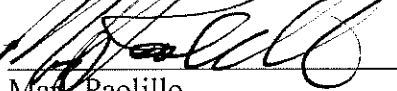
TOWN OF BELMONT
BOARD OF SELECTMEN



Ralph Jones, Chairman




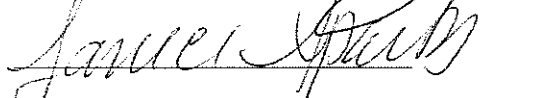
Angelo R. Firenze




Mark Paolillo

BELMONT POLICE SUPERIOR
OFFICERS ASSOCIATION







August 30, 2010

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF BELMONT AND THE
BELMONT POLICE SUPERIOR OFFICERS ASSOCIATION**

The parties agree, as an extension of the July 1, 2010 to June 31, 2011 collective bargaining agreement, that officers hired or promoted into the Belmont Superior Officers Association after July 1, 2010 will have the same sick leave benefits that are listed within the Belmont Patrolmen's Union contract effective on July 1, 2010.

Signed for Town

 Ralph T. Jones
Date: 9/10/10

Signed for Union

 [Signature]
Date: 8/30/10