

AGREEMENT

TOWN OF BELMONT

MUNICIPAL LIGHT DEPARTMENT

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

LOCAL UNION NO. 104

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

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AGREEMENT

This Agreement entered into by the Town of Belmont Municipal Light Department, hereinafter called the "Employer", acting by and through its Municipal Light Board, and the International Brotherhood of Electrical Workers Local Union No. 104, AFL-CIO, hereinafter called the "Union."

Whereas both the Town and the Union desire to promote harmony, understanding, and efficiency in the working forces of the Municipal Light Department so that the Town and the employees may obtain mutual economic advantages, now, therefore, in consideration of the mutual promises and covenants herein contained, the parties do 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 the full-time, non-professional employees of the Municipal Light Department, excluding executive and supervisory personnel, elected officials, and specifically the Assistant Manager, Engineer, Distribution / Substation Supervisor., Line Superintendent, Meter Superintendent, Office Manager and the Manager's Administrative Assistant.

The Employer reserves the right to hire contractors to perform such work as they 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 by the Employer to operate the department as required by law.

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 I A
PAYROLL DEDUCTION OF UNION DUES & AGENCY SERVICE FEE

Section 1. Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues deduction form. During the life of this Agreement and in accordance with the terms of the form of authorization of dues deduction, the Employer agrees to deduct Union membership dues levied in accordance with the constitution and By-Laws of the Union. The Treasurer of the Town of Belmont shall remit the aggregate amount to the Financial Secretary of Local No. 104, I.B.E.W. monthly.

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 employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into, or enforcement of, this provision or which arise out of the payroll deduction of agency service fees.

ARTICLE II
UNION REPRESENTATION

Section 1. Bulletin Boards will be made available by the Employer for the posting of Union notices.

Section 2. The Business Manager of the Union shall have access to all jobs in which the employees of the Union are engaged to interview the shop stewards or members of the Union during working hours. Upon arrival, he or she shall notify the supervisor and shall not interfere with the progress of work.

The steward shall be permitted to perform such duties as may be prescribed for them by the Union. The steward shall be granted reasonable time off during working hours to investigate and settle grievances.

ARTICLE III **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is defined as a dispute between the parties involving the application, meaning, or interpretation of this Agreement. An employee who believes a supervisor's order is in violation of this Agreement is expected to obey the order and grieve later, the sole exception being a dispute over an order which an employee believes places him or her in an unsafe condition. Grievances shall be settled in the following manner:

Step 1. The Union steward and/or representative, with or without the aggrieved employee, shall present the grievance (other than a grievance involving disciplinary action, which has been presented at Step 2) orally or in writing at the employee's option, to the employee's supervisor, within three (3) working days of the date the Union Steward and/or representative knew or should have known of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2. 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 Head within three (3) 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 Head shall give his or her answer in writing within five (5) days of receipt of the grievance.

Step 3. If the grievance remains unadjusted, it shall be presented to the Municipal Light Board in writing, signed by the employee, within three (3) working days after the response of the Department Head is due. The Municipal Light Board shall respond in writing within three (3) working days after the Board's next regular scheduled meeting.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Municipal Light Board 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 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.

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

ARTICLE IV
SENIORITY JOB POSTING BIDDING

Section 1. New Personnel. The hiring rate shall be the minimum of the rate range of the job for which the new employee is hired, unless otherwise recommended by the Department Head.

Section 2. New Job Classifications and Reclassification. Whenever a new permanent position is to be established, or the duties of an existing position are so changed that in effect a new position is to be created, upon presentation of data satisfactory to the Town Administrator and/or Personnel Board, the Town Administrator and/or Personnel Board shall allocate such new or changed position to its appropriate class and shall establish the effective date thereof.

Section 3. Job Posting and Bidding. When a position covered by this Agreement becomes vacant, such vacancy shall be posted at reporting places listing the pay, duties, and qualifications; The notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within seven (7) days of expiration of the posting period, the Employer shall award the position to the most qualified applicant, in the judgment of management. If in the judgment of management qualifications are relatively equal, seniority shall be the determining factor. Such decision may be the subject of a grievance. Employees promoted shall receive the rate specified for the classification shown in this Agreement.

Section 4. The successful applicant shall be given a ninety (90) working days 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 that employee is not qualified to perform the work, he or she shall returned to his or her old position and rate.

If, in the judgment or management, no applicant is qualified, the employer may fill the position from outside the bargaining unit.

Nothing in this Article shall be construed to mean that vacancies must be filled.

Section 5. The length of service of the employee in the Belmont Municipal Light Department shall determine the seniority of the employee in the Municipal Light Department.

Rating within respective departments 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.

Section 6. Probationary Period. There shall be a probationary period of six (6) months time for all new employees. During this probationary period, employee may be warned, disciplined, suspended, discharged, or affected in any way, and such action shall not be subject to the grievance or arbitration procedure of this Agreement. Seniority shall apply after completion of this probationary period, retroactive to date of hire.

ARTICLE V

HOURS, WAGE PAYMENTS, WORKING CONDITIONS

Section 1. The regular hours of the Line Department each day shall be from 7:00 A.M. to 3:30 P.M. The regular hours of the Meter Department and Clerical Staff shall be from 7:30 A.M. to 4:00 P.M. Lunch periods are one-half (1/2) hour for all employees to begin between 11:30AM to 1:00PM.

Section 2. Stand-By Pay: An employee who is assigned stand-by duty on a weekly basis shall receive for his or her stand-by a lump sum payment in the amount of three hundred and fifty (\$350.00) dollars. There shall be no more than two employees assigned to stand-by duty at any time. If a paid holiday occurs during his or her week of stand-by, he or she shall be paid four hundred and fifty (\$450.00) dollars for that stand-by week. This section to become effective on execution of the collective bargaining agreement.

Employees who received stand-by pay shall be paid one hour at one and one-half (1-1/2) times the regular straight time rate for each "fuse call" or similar short call-out.

Employees who do not receive stand-by pay shall be paid one and one-half hours (1-1/2) at one and one-half (1-1/2) times their regular straight time rate for each “fuse call” or similar short call-out.

A short call-out includes fuse calls, telephone loops down, placing street barriers, replacing missing manhole covers, the replacing of traffic signal lamps, or any similar calls which require less than one (1) hour to complete.

Other calls-out will be paid at one and one-half (1-1/2) times the regular straight time rate with a three (3) hour minimum.

Section 3. Wages shall be paid weekly, not later than quitting time on Friday, and not more than five (5) days’ wages may be withheld at any time. The employees shall be paid on Employer’s time. If a regular pay day falls on a holiday, the employees shall be paid the preceding day. There shall be no deductions from the employee’s pay checks or pay envelopes except those provided for and authorized by law and/or those authorized in writing by the individual employee.

Section 4. When an employee is assigned to a higher classification on a regular basis, as in the case of planned vacation or prolonged illness, but not when so serving on a temporary or an emergency basis, he or she shall be compensated at the first step of the higher classification that ensures a minimum 4% increase for the temporary assignment. This will be ceilinged at the maximum step in the higher grade.

Section 5. Employees shall not be required to perform line work during inclement or stormy weather except in case of emergency. An emergency will be defined as the restoration of service that has been interrupted by storm, catastrophe, God, equipment failure or circumstances beyond the control of the employer, it being understood, or course, that all employees will bring all work to a point where it will be reasonably safe.

Employees not performing line work during inclement or stormy weather are expect to cooperate. Management will cooperate in considering the possibility of emergency call-out. Suitable foul weather gear shall be provided by the Employer for employees employed on emergency work.

The Union agrees that its members will use the protective devices, wearing apparel, and other equipment provided by the employer for the protection of employees from injury. An employee who fails to abide by the provisions of this Section with regards to protective equipment shall be subject to discipline by the Department Head.

Section 6: If BMLD staff responds to a mutual aid request for storm restoration from any public or private utility, then the crews providing this aid shall be paid at twice their normal rate of pay for all hours worked at the host utility. Travel to and from the host utility will be considered as time worked. It is expected that the host utility will provide lodging and meals for responding crews.

This clause applies only to response to weather emergency events resulting in extensive system failures. BMLD management reserves the right to allow/disallow mutual aid assistance depending on BMLD's system needs.

While another utility is working in the BMLD system under an Emergency Assistance Agreement, BMLD employees will be paid twice their hourly rate for time worked.

ARTICLE VI

OVERTIME

Section 1. Employees who are required by management to work overtime 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 (1) day, or in excess of forty (40) hours in one week, and at the rate of two (2) times their regular rate of pay for a Sunday, provided, however, if any such employee does not work his or her next regularly scheduled workday after any day on which overtime is worked, or in the event of absence due to disciplinary action or leave of absence without pay in the week in which overtime service is performed, the overtime pay for such work shall be reduced by one-half (1/2) times the regular rate of pay.

Section 2. Any employee called back to work on the same day after having completed his or her assigned work and having left the Municipal Light Department, and before his or 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 on-half.

Section 3. Line personnel, underground personnel, and signal personnel who are required to work unscheduled overtime between the hours of 12:00 A.M. and 5:00 A.M. on a regularly scheduled work day shall be granted an extra one-half (1/2) hour rest for each hour or fraction thereof actually worked between the above hours. The rest time shall commence at the beginning of that day's regularly scheduled work period, and the employee shall report for work at the expiration of the granted rest period.

Section 4. Overtime work will be equally and impartially distributed among employees who ordinarily perform such related work in the usual course of their work week, provided they are capable of performing the work required. Overtime records shall be maintained by the Employer and shall be subject to examination by a Union official upon request during regular working hours.

Section 5. Employees who work more than sixteen (16) consecutive hours, any of which fall within an emergency period, shall be compensated at the double time rate of pay for all consecutive hours worked in excess of the said sixteen (16) hours.

Section 6. At the employee's option, compensatory time may be substituted for overtime hours worked, provided that the employee shall accumulate no more than five days of compensatory time and that such time must be taken within six months of the date in which it was earned. Furthermore, the employee shall not receive compensatory time for increments of less than four hours. Scheduling of compensatory time shall be done subject to the operating needs of the Department.

ARTICLE VII
MEAL PERIODS

If because of emergency work the lunch period does not begin at or before 1:00 P.M., the employee will receive one-half (1/2) hour's pay at time and on-half and sufficient time to eat. In the event an employee, upon request, works two (2) hours beyond the regular shift, the employee will be granted reasonable time off to eat and will receive a meal allowance of \$12.00. After each succeeding four (4) hour period the employee will be granted a reasonable time to eat and an additional \$12.00 meal allowance. In the event of an emergency, employees may be required to stagger the meal time until the situation is under control.

Any employee that works on a Saturday, Sunday or on any holiday specifically enumerated in this agreement who works from four (4) to eight (8) consecutive hours shall receive one (1) meal allowance after his or her fourth hour.

ARTICLE VIII
REST PERIODS

All employees' work schedules will provide for fifteen (15) minute rest period during each one-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 employees to leave the job. During lunch hours, standby must be maintained on emergency jobs.

ARTICLE IX
CLEAN UP TIME

Employees will be granted a fifteen (15) minute personal clean-up period 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	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Should any such holiday fall on Sunday, Monday will be considered to be the holiday.

Holiday pay will be for eight (8) hours pay at straight time. Holiday pay will be considered as time worked for the purpose of determining an employee's regular rate of pay. If any holiday above falls within an employee's vacation period, it shall be taken on a day to be requested by the employee upon reasonable notice and subject to the department head's approval.

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

There will be a floating holiday between September 1 and January 1, requiring two (2) days' notice and subject to the operating needs of the Employer.

ARTICLE XI
MAINTENANCE OF STANDARDS

All benefits presently extended to the employees in the Highway and Water Departments may, from time to time, be extended town-wide to other employees in the same or similar work. Classification 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 annual 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 service on their regularly scheduled work days, other than the prescribed annual training, shall be paid the difference, if any, between their regular pay and their military pay for a maximum of ten (10) days during any calendar year.

ARTICLE XIII

JURY LEAVE

An employee called for jury duty shall be paid by the Employer an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding any allowance for travel.

ARTICLE XIV

FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the 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 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, or to one (1) duly-elected delegate, to attend conventions of the International Union.

ARTICLE XVI 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.

Section 2. In the case of incapacity because of injury sustained in the course of employment, employees will receive Worker's Compensation benefits and 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 Municipal Light Board.

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. Unused Sick Leave Incentive. An employee who uses two days or less of sick time in six months (Jan. through June & July through Dec.) will be entitled to two (2) additional personal days off 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 or two 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 or 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-week period, or fraction thereof, an employee is out on Worker's Compensation.

Section 6. 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.

ARTICLE XVII
VACATION LEAVE

Section 1. Vacations with pay shall be granted to active permanent employees on the following schedule:

one to five years service	2 weeks
five but less than twelve years service	3 weeks
twelve but less than twenty-five years service	4 weeks
twenty-five years service and over	5 weeks

The Manager will promulgate rules and regulations regarding time limits to select prime time vacations.

Section 2. Vacation leave shall accrue monthly. No employee may accrue more vacation leave than he or she would earn in two years. Preference in selecting vacation will be based on seniority subject to the rules on time limits for selecting vacations mentioned in Section 1 of this article. Vacation pay shall be considered as time worked for the purpose of determining an employees regular rate of pay.

Section 3. Scheduling shall be subject to the operating needs of the Department and approved by the Manager.

ARTICLE XVIII
UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Line workers and other employees required to wear flame retardant clothing will be provided with an annual \$700 allowance (given July 1) for the purchase of such clothing. Balances of \$100 or less will carry over to the next contract year. Department approved vendor will supply the flame retardant clothing. Employees receiving this credit will also receive a clothing allowance of \$350.00 annually, payable by separate check in July. All other employees covered by this agreement will receive a clothing allowance of \$550.00 annually, payable by separate check in July.

Section 2. The Employer shall continue to supply, maintain, and replace, as needed, all parts of rubber goods and protective equipment, including tools required to perform the duties assigned to the employees covered by this Agreement.

Section 3. The Employer shall dielectrically test all rubber goods of the line department every six months. Goods to be tested shall include by way of example rubber hoses, rubber hoods, rubber blankets and all such material that is necessary for the protection of the employees and work bucket. Rubber gloves will be tested every month.

Section 4. All rubber goods shall be stamped with the date of the test and shall be tested every six (6) months. Test equipment requiring calibration shall be calibrated according to the manufacturer's specifications.

ARTICLE XIX
SAFETY

Section 1. The Employer will make reasonable regulations and provide adequate equipment for the safety of its employees during their hours of employment.

Representatives of the Department and the Union shall meet from time to time at the request of either party to discuss such regulations and come to mutual agreement. All employees must attend assigned safety sessions.

Section 2. One (1) pair of safety glasses for all employees shall be provided by the Employer, as needed. Glasses shall meet the standards of OSHA, Division of the U.S. Department of Labor.

Section 3. Every employee in the line department will be trained annually in CPR Techniques and first aid. Safety meetings shall be held once each calendar month at such time and place as designated by the Employer.

ARTICLE XX
LONGEVITY

Upon completion of the required amount of full-time consecutive years of employment by the Town of Belmont, those employees covered by this Agreement whose anniversary date of employment falls on or between January 1st and June 30th shall receive on June 30th a payment of one-half (1/2) of the appropriate longevity payment appearing in the schedule set forth below and a further payment of one-half (1/2) on the following December 31st.

Upon completion of the required amount of full-time, consecutive years of employment by the Town of Belmont, employees will receive a longevity payment according to the following schedule. A single longevity payment will be made for the

current contract year on or about December 1.

from 5 through 9 years of service	\$325.00
from 10 through 14 years of service	\$375.00
from 15 through 19 years of service	\$425.00
from 20 through 24 years of service	\$475.00
from 25 through 29 years of service	\$525.00
30 years of service and over	\$575.00

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

ARTICLE XXI
EMPLOYER RIGHTS AND NO STRIKE CLAUSE

Section 1. Employer Rights

- a. Subject to the provisions of this Agreement, the Employer reserves and retains all the regular and customary rights and prerogatives of municipal management, including, for example, the right to determine the means, methods, and personnel by which its operations are to be conducted; to determine the mission of the Light Department and the methods and means necessary to fulfill that mission; and the taking of all necessary actions to carry out its mission in emergencies.

- b. 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, to determine the methods, 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 respective departments.

Section 2. No Strike Clause

a. No employee covered by this Agreement shall engage in, induce, or encourage any strike, slowdown, or withholding of services (“strike”). 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 Employer, shall take all reasonable means to induce such employee or group of employees to terminate such strike forthwith.

c. Notwithstanding chapter 1078 of the Acts and Resolves of 1973, the employer may, in addition to filing a petition with the State Labor Relations Commission, petition the Court for an injunction and seek any other appropriate legal remedies.

ARTICLE XXII
COMPENSATION AND CLASSIFICATION

Section 1. When an employee is permanently promoted to a higher job classification, he or she will receive the minimum of the rate range for a new job, or if his or her present rate is already above the minimum for a new job, he or she will receive the lowest step-rate which is higher than his or her rate.

Section 2. Life and Health Insurance The Town will pay 80% (employee pays 20%) of the HMO plan offered to municipal employees. The Town will pay 75% (employee pays 25%) of the PPO plan offered to municipal employees. The Town will offer a plan with \$15 copays for office visits. Prescription copays will be \$5/\$25/\$40.

Section 3. Job Classifications

<u>Job Title</u>	<u>Grade Level</u>
Custodian	3
Meter Reader	4
Line Laborer	5
Stockperson/Dispatcher	5
Administrative Secretary	5
Clerk II—Billing	5
Clerk II—Dispatch	5
Meter Specialist	6
Substation Operator	7
Apprentice Line Worker	8
Signal Line Worker	8
Purchasing/Stock Manager	9
Senior Meter Specialist	9
Second Class Line Worker	10
Lead Line Laborer	10
Utility Locator/Alternate Electrical Inspector	11
Signal Crew Chief— Electrician	12
First Class Line Worker	12
Lead Line Worker	13

Section 4. After one (1) full year of satisfactory service as an apprentice line worker at G-8 classification, an employee shall be promoted from G-8 apprentice line worker to G-10, second class line worker.

Section 5 After one (1) full year of satisfactory service as a second class line worker at G-10 classification, an employee shall be promoted from G-10 second class to G-12 first class line worker.

Apprenticeship Grades and Steps. Each Step – Six Months.

1.)	Grade 8	Step 1
2.)	Grade 8	Step 3
3.)	Grade 10	Step 1
4.)	Grade 10	Step 3
5.)	Grade 12	Step 1
6.)	Grade 12	Step 3
7.)	Grade 12	Step 5
8.)	Grade 12	Step 6
9.)	Grade 12	Step 8
10.)	Grade 12	Step 10

After 60 months from start of apprenticeship to top step of 1st Class Lineman.

Section 6. 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 7. The Employer shall provide pagers for employees assigned standby.

Section 8. 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 part of this Agreement unless specific reference in this contract is made to a by-law or statute or rules and regulations.

IBEW 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 right and opportunities. Therefore, IBEW, voluntarily and without qualification, waives the right and agrees that the Town of Belmont Municipal Light Department shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject matter not specified or referred to in this Agreement.

Section 9. The employer agrees to reimburse employees for certain tuition costs of job related courses. The employer will pay tuition up to \$600 or 100% of the cost per semester, whichever is less, for four (4) semesters per employee per year. Payment will be made upon successful completion of the course. The BMLD Manager has full discretion regarding which courses are job related for each employee.

Section 10. Employees shall be entitled to one (1) personal day subject to the operating needs of the department and the approval of the Department Manager upon thirty (30) days notice. This day will not accumulate from year to year. This personal day will be credited on July 1 of each contract year.

Section 11. The Line Laborer will receive an environmental handling and waste management compliance stipend at \$4/hour.

ARTICLE XXIII **DURATION OF AGREEMENT**

Section 1. This agreement shall be effective July 1, 2010 and shall expire June 30, 2011.

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 October 1, 2010, but in no event postmarked later than February 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.

Remainder of page left intentionally blank

IN WITNESS WHEREOF the Town of Belmont has caused these presents to be signed in its name and behalf by its duly authorized Board of Commissioners of the Municipal Light Department and the International Brotherhood of Electrical Workers of Local 104 has caused these presents to be signed in its name and behalf by its duly authorized representatives this

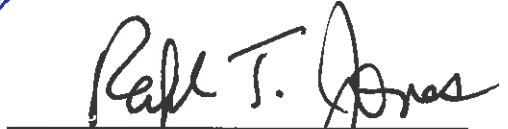
19th day of November, 2010.

**Town of Belmont Municipal
Light Department**

**Local 104, International
Brotherhood of Electrical
Workers, A.F.L.—C.I.O.**


Interim Manager/CEO BMLD


Business Manager Local 104


Chair; Municipal Light Board


BMLD IBEW Steward


Municipal Light Board

IBEW


Municipal Light Board

IBEW

APPENDIX A

IBEW PayScale Effective July 1, 2010

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$11.0545	\$11.4632	\$11.8777	\$12.3354	\$12.7865	\$13.0288				
2	\$12.5927	\$12.9856	\$13.4680	\$13.9683	\$14.4984	\$14.7732				
3	\$13.9766	\$14.4958	\$15.0344	\$15.5926	\$16.1715	\$16.4780				
4	\$15.4467	\$16.0202	\$16.6175	\$17.2321	\$17.8724	\$18.2110				
5	\$16.9121	\$17.5446	\$18.2082	\$18.8718	\$19.5727	\$20.3558	\$21.1231			
6	\$18.3861	\$19.0690	\$19.7815	\$20.5117	\$21.2735	\$22.1267	\$22.9608			
7	\$19.8561	\$20.5965	\$21.3583	\$22.1513	\$22.9698	\$23.8885	\$24.7891			
8	\$21.3118	\$22.1033	\$22.9245	\$23.7756	\$24.6525	\$25.6445	\$26.6112			
9	\$22.7815	\$23.6279	\$24.5052	\$25.2870	\$26.3591	\$26.8586				
10	\$24.2322	\$25.1379	\$26.0713	\$27.0395	\$28.0438	\$29.1655	\$30.2814			
11	\$25.7075	\$26.6620	\$27.6523	\$28.6794	\$29.7443	\$30.3080				
12	\$28.9352	\$29.9346	\$30.9709	\$32.0377	\$33.1606	\$34.4060	\$35.9199	\$37.5003	\$39.1502	\$40.6261
13	\$30.3903	\$31.4437	\$32.5363	\$33.6635	\$34.8444	\$36.1572	\$37.7481	\$39.4090	\$41.1431	\$42.6941