

**AGREEMENT**

**Between**

**TOWN OF BELMONT**

**AND**

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

**Effective July 1, 2020  
Expiring June 30, 2023**

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## **PREAMBLE**

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

## **ARTICLE 1** **RECOGNITION**

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

*Section 2.* The Employer 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 2** **PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEE**

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

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

Section 2.     Agency Service Fee. All employees in the bargaining unit who are not Union members shall, may rather than joining the Union, voluntarily, as a condition of employment, pay the Union, the exclusive bargaining agent and representative, \$XX or such other amount as from time to time may be certified by the Treasurer of AFSCME Local 408 as representing the amount of agency fee dues which is 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 of fees and dues shall commence after completion of the first day of employment with the Town. The Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into or enforcing this provision or which arise out of the payroll deduction of agency service fees.

Section 3.     Probationary Period. A twelve month probationary period will be uniformly applicable to all employees. A just cause standard of termination will not apply until the twelve month probationary period is successfully completed, regardless of when the payment of any and all fees and dues to the Union commences.

### **ARTICLE 3** **UNION REPRESENTATIVE**

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

pay to participate in any contract negotiations which may take place between the Employer and the Union during normal working hours.

**ARTICLE 4**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1.     Definition. A grievance is a dispute raised by an employee or by a group of employees (with respect to a single common issue) regarding the meaning, interpretation or application of a specific provision of this Agreement. .

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

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

Step 1. If a grievance involving an employee or group of employees or the Union is not resolved informally, it shall be presented in writing to the Department Manager within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

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

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

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

The aggrieved employee and any other employee involved, including the Department

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

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

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

(a)(1) 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.

(a)(2) Notwithstanding anything to the contrary herein, the discipline and discharge of an employee with less than twelve (12) months of service shall not be subject to the grievance and arbitration procedure.

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

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

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

- Section 4. (a) No dispute or controversy shall be subject to arbitration unless it involves an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Town or Union except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his/her decision based solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.
- (b) A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

#### **ARTICLE 5** **SENIORITY**

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

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

#### **ARTICLE 6** **HOURS OF WORK**

Section 1. The regular hours of work each day shall be scheduled as follows:

- A. Highway; Recreation, Parks and Cemetery; and Water Divisions. The regular hours of work for all employees will be 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid meal period mid-shift.
- B. Town Hall. The regular hours of will be Mondays 7:00am to 7:00pm with two thirty minute unpaid meal periods, Tuesdays through Thursdays 7:00am to 4:00pm with one (1) hour unpaid mid-shift meal period and Fridays 7:00am to 12:00pm with on (1) fifteen (15) minute paid break.
- C. Facilities Department. The regular hours of work for the Lead Custodian, Custodian, and HVAC Technician will be Mondays 7:00am to 7:00pm with two thirty (30) minute unpaid meal periods, Tuesdays through Thursdays 7am to 4:00pm with a one (1) hour unpaid mid-shift meal period and Fridays 7:00am to 12:00pm with one (1) fifteen (15) minute paid break. Employees in the current positions will remain on the agreed upon schedule as follows: Mondays 7:00am to 5:00pm with two 30 minute unpaid meal breaks, Tuesday through Thursdays 7:00am to 4:00pm with one (1) 30 minute unpaid meal break and Fridays 7:00am to 12:30pm with one (1) fifteen (15) minute paid break. Their replacements will be expected to work the new hours as reflected above.
- E. Library. The normal workweek for all employees covered by this Agreement shall consist of five (5) workdays between Monday and Saturday. The normal workday for all full-time employees shall be eight (8) consecutive hours of paid work time excepting a one (1) hour mid-shift unpaid meal time. The weekly schedule shall be established by the Head Librarian according to the operational needs and requirements of the Library. The decision of the Head Librarian shall be final and shall not be subject to the grievance and arbitration procedures under this Agreement.

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

Section 3. Standby Duty (Continuous Operations). The purpose of standby duty in the Highway and Water Divisions is to provide a continuous operation, 24 hours a day, from day to day, continuously during the period in which standby duty is performed. In the event that standby duty is not voluntarily performed by Highway or Water Division employees, standby



duty will be required of employees deemed qualified by management in the reverse order of seniority.

**A. HIGHWAY DIVISION**

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

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

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

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

**B. WATER DIVISION**

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

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

## ARTICLE 7 OVERTIME

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

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

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

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

Section 5. Availability and responsiveness for emergency call-backs is an expectation of employment. Each employee shall make every reasonable effort to respond to emergency situations which affect health, safety or the welfare of Town citizens as well as the general

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

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

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

## **ARTICLE 8** **MEAL PERIODS**

In the event an employee, upon request, works two (2) hours beyond his/her regular shift, he/she will be granted reasonable time off to eat. In the event of an emergency, employees may be required to stagger the eating time until the situation is under control.

## **ARTICLE 9** **REST PERIODS**

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

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

**ARTICLE 10**  
**CLEAN UP TIME**

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

**ARTICLE 11**  
**HOLIDAYS**

*Section 1.* The following days will be paid holidays:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Eve at noon
Patriot's Day	Indigenous People's Day	Christmas Day
Memorial Day	Veteran's Day	

*Section 2.* Should any such holiday fall on Sunday, Monday will be considered to be the holiday. Should any such holiday fall on Saturday, the Employer may schedule some or all employees off on the preceding Friday or the following Monday, or any mix of employees on such days.

*Section 3.* Holiday pay will be for eight (8) hours pay at straight time. If any holiday above falls within an employee's vacation period, he/she shall receive an additional day's vacation with pay. In order to be eligible for holiday pay, an employee must work his or her regularly scheduled work day before, and the next regularly scheduled work day after the holiday, unless employee utilizes sick leave and provides medical certification for such absence.

*Section 4.* Any employee required to work on Christmas, New Year's Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Memorial Day, Veteran's Day, President's Day or Martin Luther King Day shall receive, in addition to the regular holiday pay, an amount equal to two (2) times his/her regular rate of pay for all hours worked and shall receive a minimum of three (3) hours' pay at two (2) times his/her regular rate. Any employee required to work on any other holiday listed above, shall receive, in addition to his/her regular pay, an amount equal to one and one-half (1-1/2) times his/her normal rate of pay for all hours worked.

*Section 5.* Employees will be granted one floating holiday to be used between January 1 and December 31, upon two (2) days' notice and subject to the operating needs of the Town. .

**ARTICLE 12**  
**MAINTENANCE OF STANDARDS**

All benefits presently extended to the employees and those which from time to time may be extended to the employees shall be maintained and granted at the established level.

**ARTICLE 13**  
**MILITARY LEAVE**

The Town shall provide military leave to members of the bargaining unit pursuant to the provisions of G.L. c. 39, sec. 59.

**ARTICLE 14**  
**JURY DUTY**

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

**ARTICLE 15**  
**FUNERAL LEAVE**

Employees shall be entitled to bereavement leave, without loss of straight time pay for normally scheduled work hours, as follows:

*Section 1.* For the death of a parent, spouse, child, current stepchild, sibling, or any relative living within the employee's domicile, five (5) consecutive calendar days per occurrence shall be granted.

*Section 2.* For the death of a grandparent, grandchild, current stepparent, current father-in-law, current mother-in law, current son-in-law, current daughter-in-law, current sister-in-law, current brother-in-law (sister-in-law and brother-in-law is intended to mean the spouse of the employee's sibling or the sibling of the employee's spouse), three (3) consecutive calendar days per occurrence shall be granted.

*Section 3.* For the death of an employee's current relative other than those herein enumerated, one (1) day per occurrence shall be granted.

*Section 4.* For the death of an individual with a unique, family-like relationship to the employee, the Town Administrator or his/her designee may grant bereavement leave from one (1) to five (5) days. Decisions regarding the granting of bereavement leave under this Section are at the sole discretion of the Town Administrator or his/her designee and are not subject to grievance.

*Section 5.* Additional vacation or personal leave may be granted at the discretion of the Department Head. Decisions regarding the granting of additional vacation or personal leave under this Section are at the sole discretion of the Department Head and are not subject to grievance.

*Section 6.* The employer may, but is not required to, request proof of death, relationship and/or services.

## **ARTICLE 16** **LEAVE OF ABSENCE**

*Section 1.* 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.

*Section 2.* Two elected delegates from AFSCME Local 408 shall be granted time off without loss of pay to attend conventions of the AFL-CIO and State Council 93.

## **ARTICLE 17** **SICK LEAVE**

*Section 1.* Sick leave shall be granted for those absences due to sickness or personal injury. Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each month of service from their date of employment. Notwithstanding the foregoing, in no event shall total accumulation of sick leave exceed 120 days for employees hired on or after July 1, 1992.

Section 2. In the case of incapacity because of injury sustained in the course of employment, employees will receive Worker's Compensation benefits and will receive supplementary compensation up to the amount of their regular rate until their sick leave credits are exhausted. Employees absent on sick leave or injury leave may be required to submit medical reports from a qualified physician and may be required to take a physical upon returning to work.

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

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

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

Section 6. Any employee who uses fewer than five (5) sick leave days per year shall be allowed two (2) personal days off without loss of pay to be scheduled after reasonable notice to the Employer. Any employee who uses only one (1) sick day or less per year shall be allowed one (1) additional personal day, without loss of pay, to be scheduled after reasonable notice to the employer. Such days may be accumulated to the next year, but not thereafter. An employee may elect to take one (1) or two (2) of such days in cash at the per diem rate then in force. Sick leave days taken as supplementary compensation to Worker's Compensation will not be considered as sick leave days "used" under this section provided, however, an employee will not be eligible under this section in any year in which he/she has fewer than thirty (30) weeks of actual work, and further provided the number of unused sick leave days not used, which triggers qualification under this section, shall be reduced by one for each ten (10)-week period, or fraction thereof, an employee is out on Worker's Compensation.

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

## **ARTICLE 18**

### **FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), and the Massachusetts Maternity/Paternity Leave Law. The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. Paid leave may be substituted for unpaid leave in accordance with the Town’s FMLA policy. If an employee takes leave for FMLA reasons, the employee must comply with the procedures set forth in the Town’s Family and Medical Leave Policy. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Policy. This section shall not affect the employee’s rights under Article 17 Section 6.

## **ARTICLE 19**

### **VACATION LEAVE**

#### **Section 1.** Accruals.

- (A). Each full-time forty (40) hour per week employee shall accrue annual leave with pay of two (2) weeks or ten (10) days at the rate of 1.54 hours per week for each week of service during the first five (5) years of employment.
- (B). Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay of two (2) weeks or ten (10) days at the rate of 1.35 hours per week for each week of service during the first five (5) years of employment.
- (C). Each full-time forty (40) hour per week employee shall accrue annual leave with pay of three (3) weeks or fifteen (15) days at the rate of 2.31 hours per week for each week of service between the first five (5) and twelve (12) years of employment.
- (D). Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay of three (3) weeks or fifteen (15) days at the rate of 2.02 hours per week for each week of service between the first five (5) and twelve (12) years of employment.



(E). Each full-time forty (40) hour per week employee shall accrue annual leave with pay of four (4) weeks or twenty (20) days at the rate of 3.08 hours per week for each week of service following twelve (12) years of complete service.

(F). Each full-time thirty-five (35) hour per week employee shall accrue annual leave with pay of four (4) weeks or twenty (20) days at the rate of 2.70 hours per week for each week of service following twelve (12) years of employment.

(G). Each full-time forty (40) hour per week employee shall accrue annual leave with pay of five (5) weeks or twenty-five (25) days at the rate of 3.85 hours per week for each week of service following twenty-five (25) years of complete service.

(H). Each full time thirty-five (35) hour per week employee shall accrue annual leave with pay of five (5) weeks or twenty-five (25) days at the rate of 3.37 hours per week for each week of service following twenty-five (25) years of complete service.

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

Section 3.     Termination Leave. Any employee leaving the municipal service shall be compensated for vacation leave earned and unused at the date of separation. The date of separation cannot be extended by use of vacation leave.

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

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

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

Section 7.     Accumulation During Leave. Credit for vacation leave shall not accumulate during any leave of absence without pay or during any layoff. Vacation leave shall continue to accumulate during a leave of absence with pay, or during an authorized leave of absence due to an injury occurring while on duty.

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

**ARTICLE 20**  
**PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE**

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

(A).     Issued at employment and replaced as necessary:

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

(B).     Annual Glove Allowance, to be distributed at the end of August, consists of the following:

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

Section 2.     The Employer will provide clothing for employees not in the Department of Public Works as follows:

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

Section 3. Employees shall use all necessary safety clothing and equipment provided by the Department. Employees not using proper safety equipment when directed by the Department Manager or his/her designee, shall receive a one (1) day suspension without pay for the first offense; a two (2) day suspension without pay for the second and each additional offense.

Section 4. The Employer agrees to provide all materials, equipment, tools, and license fees for operating special equipment that are related to the duties assigned to the employees covered by this Agreement except that all hand tools used by automotive mechanics shall be supplied by the employees. Automotive mechanics will receive an annual tool allowance of Two Hundred Dollars (\$200.00), payable in separate check in August of each year. All of the above clothing and equipment will remain the property of the Employer. Employees shall be responsible for total care of protective equipment issued.

Section 5. Uniform Allowance.

(A). In lieu of all other clothing or uniforms heretofore provided by the Town, all employees covered by this Agreement shall receive a yearly cash clothing allowance of \$725 payable in a separate check in August. Employees may use part of this allowance to purchase Town approved polo style and button down shirts in grey or navy blue, or safety yellow/green tee-shirts. Effective July 1, 2012 the yearly cash clothing allowance will increase to \$820 (eight hundred and twenty dollars).

(B). In lieu of a uniform allowance, mechanics will be provided with uniform rental service, in an annual payment of \$400.00. Effective July 1, 2012 this annual payment will increase to \$495.00 (four hundred and ninety five dollars).

Section 6. Eyeglasses.

The Employees' eyeglasses that are damaged in the line of duty will either be repaired or replaced by the Town with the same type and style, if possible, at the Town's option. However, in no event shall more than one (1) pair of eyeglasses per fiscal year be repaired or replaced by the Town at a maximum reimbursement of three hundred dollars (\$300) per fiscal year.

Section 7. Employee Uniforms. The Town will provide each employee with a one time purchase of a black lined jacket, black lightweight jacket, two sweatshirts in either gray or navy, and five tee shirts in either gray or navy blue, after successful completion of their probationary

period. The Town and the Union will mutually agree upon the exact style and color of these items. Employees will be responsible for replacement and maintenance of these uniform items.

## **ARTICLE 21** **SAFETY COMMITTEE CODE**

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

## **ARTICLE 22** **CLASSIFICATION PLAN AND PAY RATES**

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

*Section 2.* All Employees covered under this Agreement will be required to be paid by direct deposit.

*Section 3.* All employees shall progress from the minimum rate to the maximum rates for the classifications based on length of service in accordance with the applicable provisions of the Town of Belmont Personnel Policy Guide in effect on July 1, 1997.

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

*Section 5.* Group Insurance Benefits. The Town of Belmont agrees to pay 50% of the premium costs for the PPO plan. For those employees hired before November 1, 2014, the Town

of Belmont will contribute 80% towards the HMO plan. For those employees hired on or after November 1, 2014, the Town of Belmont will contribute 75% towards the HMO plan.

**ARTICLE 23**  
**LONGEVITY**

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

**FY2018**

5 through 9 years of service	\$400.00
10 through 14 years of service	\$450.00
15 through 19 years of service	\$500.00
20 through 24 years of service	\$650.00
25 through 29 years of service	\$700.00
30 or more years of service	\$750.00

**FY2019**

5 through 9 years of service	\$500.00
10 through 14 years of service	\$550.00
15 through 19 years of service	\$600.00
20 through 24 years of service	\$850.00
25 through 29 years of service	\$900.00
30 or more years of service	\$950.00

**FY2020**

5 through 9 years of service	\$600.00
10 through 14 years of service	\$650.00
15 through 19 years of service	\$700.00
20 through 24 years of service	\$1,050.00
25 through 29 years of service	\$1,100.00
30 or more years of service	\$1,150.00

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

**ARTICLE 24**  
**EMPLOYER RIGHTS AND NO STRIKE CLAUSE**

*Section 1.* Subject to the provisions of this Agreement, the Employer reserves and retains all the regular and customary rights and prerogatives of municipal management. It is agreed that management officials of the Town shall at all times retain the right to direct employees, to hire,

promote, transfer, assign, and retain employees within the respective departments, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, and to determine the methods, means, and personnel by which such operations are to be conducted.

Section 2.     No Strike Clause

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

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

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

**ARTICLE 25**  
**JOB POSTING AND BIDDING**

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

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

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

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

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

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

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

## **ARTICLE 26** **DRUG AND ALCOHOL POLICY**

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

## **ARTICLE 27** **SICK LEAVE BANK**

Section 1. The Sick Leave Bank shall be established as of July 1, 2011 for all members of AFSCME Local 408 Town of Belmont bargaining unit. The purpose of the Sick Leave Bank is

to provide additional sick leave to any member who has exhausted all of his/her accrued paid leave as provided in the contract and who is unable to perform his/her job duties due to a serious illness or injury.

Section 2. Each member of AFSCME Local 408 will be required to contribute sick leave to fund the Sick Leave Bank. One (1) sick day shall be contributed by the membership every July 1st thereafter until the Bank has a balance of seven hundred (700) days (which equals 5,600 hours). Whenever the Sick Leave Bank balance falls below seven hundred (700) days, the annual July 1st sick day deductions will resume. The Town will reduce the employees' sick leave accruals accordingly without impact to their ability to earn sick leave incentive personal days per the contract. New hires must contribute two (2) sick days to the Sick Leave Bank upon completion of their six (6) month probationary period, when they are normally credited with sick and vacation accruals. They shall contribute another two (2) days on the first anniversary of their date of hire. Thereafter, they will contribute one sick day to the Bank every July 1st in compliance with the procedure listed above. Upon retirement or termination, union members shall be required to contribute twenty-five (25) days of their accrued sick leave to the Sick Leave Bank.

Section 3. Requests for leave to be withdrawn from the Sick Leave Bank shall be submitted to the Town's Human Resources Director, with all required and/or related medical documentation from an attending physician. The medical documentation must include the nature of the illness or injury causing the disability, an estimate of how long the disability from such illness or injury will continue, and an estimated return to work date. The request must also state the number of days the union member is requesting. The medical information will be shared with the Sick Leave Bank Committee for purposes of determining an action on said request but the medical documentation will be held in the employee's confidential personnel medical file. Requests for Sick Bank compensation may be made to the Sick Leave Committee once the member's sick leave accruals drop to ten (10) days.

Section 4. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave time to be withdrawn from the Sick Leave bank. The Committee will be comprised of the Town Human Resource Director and two (2) union members appointed by the



President of AFSCME Local 408, who will be granted reasonable paid time off to meet, review, and determine each request.

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

## **ARTICLE 28** **MISCELLANEOUS PROVISIONS**

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

*Section 2.* Should any provision of this Agreement be found to be in violation of any statute of the United States of America, Commonwealth of Massachusetts, bylaws of the Town of Belmont, or Civil Service Rules and Regulations, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. This Agreement shall supersede any conflicting provision of the Town of Belmont's Personnel Policy Guide.

*Section 3.* The parties to this Agreement agree that they shall not discriminate against any person because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, or genetics, and that such persons shall receive the full protection of this Agreement.

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

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

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

Section 7. Access to Premises. International or District Council representatives of the Union shall be permitted access to the premises for the purpose of discussing with employees working conditions and other related matters, provided that the supervisor on duty is notified upon arrival and work is not interrupted.

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

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

Section 10. In the sole discretion of the appointing authority, emergency leave of absence without loss of pay may be granted for urgent personal or family matters which cannot be handled outside of normal working hours. The refusal of the appointing authority to grant such leave shall not be subject to the grievance procedure.

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

Section 12. Tuition Reimbursement. The Town agrees to reimburse employees for certain tuition costs of job-related courses. The Town will pay tuition up to \$300 or 100% of the cost (whichever is less) for two courses per employee per year. Payment will be made upon

successful completion of the course. The department manager has full discretion regarding which courses are job related for each employee.

Section 13. Outdoor Temperature. The Town agrees that in the event the outdoor temperature on any given work day reaches the level of ninety-five (95) degrees Fahrenheit, or a level of five (5) degrees Fahrenheit, with the wind chill and heat index conditions taken into consideration, as measured by the Town's Official Digital Thermometer, all employees shall be assigned work either indoors or among shady outdoor surroundings except in emergency situations as determined by the Town.

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

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

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

Section 17. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement.

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

Section 19. In the event positions become available after a layoff, employees shall be recalled in the order of seniority provided they are qualified to fill the position in the judgment of management and able to perform the work available with no more training than can be handled within the Department. The employee recalled shall be given a 90-day trial and training period. If at the end of the trial and training period it is determined by management that the employee is not qualified to perform the work, he or she shall be returned to the recall list and receive back the amount of days he or she worked. Such recall right shall lapse at the end of the two (2) year period following the date of separation from employment. Nothing in this section shall be construed to mean that the Town shall be obligated to recall any laid-off employees unless jobs become available.

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

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

Section 22. For those employees in positions that are required to maintain a hoisting license as part of their job duties, the Town of Belmont will pay for the required D.O.T. physical. Employees will be required to obtain their D.O.T. physical through the Town Doctor. The Town will no longer accept D.O.T. physicals from outside physicians. If free trainings are made available to the Town through M.I.I.A. or other resources, the Town will send employees, whenever possible, to assist those employees with continuing education requirements related to maintaining their hoisting licenses. If the Town needs to send employees to classes that are not free of charge to the employee, then Article 27, Section 12 of the contract (“Tuition Reimbursement”), which provides for up to \$300 of annual reimbursement, will cover that cost.

Section 23. Training Facilitator. A qualified employee selected by the DPW director or his/her designee will be assigned the role of “Training Facilitator.” The training facilitator will be responsible for assisting employees with training to obtain certifications or licenses relative to

departmental procedures and operations. Selection of the Training Facilitator will be at the sole discretion of manager and not subject to grievance or arbitration. Selection of the Training Facilitator will be reviewed annually on July 1 of each year. The Training Facilitator will receive an annual stipend of \$1,000 be paid in equal weekly installments as part of the regular weekly payroll.

## **ARTICLE 29** **DURATION OF AGREEMENT**

*Section 1.* This Agreement shall be effective July 1, 2017 and shall expire June 30, 2020 except as provided below in this article.

*Section 2.* Either party may notify the other party of its desire to terminate or modify this Agreement with written notice by registered or certified mail, postage prepaid, postmarked on or after January 1, 2019, but in no event postmarked later than March 1, 2020.

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


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

shall preclude the parties from modifying any proposed changes during the course of negotiations.


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


IN WITNESS WHEREOF the parties hereto, as first above designated, have caused this Agreement to be executed in triplicate as a sealed instrument this \_\_\_\_\_ day of June, 2022.

**AFSCME 93, Local 408**

  
\_\_\_\_\_  
Walter Carmichael, President

  
\_\_\_\_\_  
Joseph Gerardi

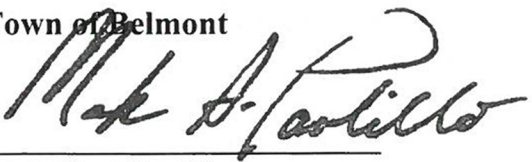
  
\_\_\_\_\_  
Anthony Amedio


  
\_\_\_\_\_  
Daniel Skinner  
AFSCME 93, Local 408


*William Chirasson*

6-7-22-  
Date

**Town of Belmont**

  
\_\_\_\_\_  
Mark Paolillo, Chair

  
\_\_\_\_\_  
Adam Dash, Vice Chair

  
\_\_\_\_\_  
Roy Epstein

  
\_\_\_\_\_  
Patrice Garvin  
Town Administrator

6/13/22  
Date

**APPENDIX A**  
**AFSCME SCHEDULE**

<b>Department/Division</b>	<b>Grade</b>	<b>Title</b>
Buildings and Facilities	11	HVAC Technician
Buildings and Facilities	10	Working Foreman
Cemetery	10	Working Foreman
Highway	10	Working Foreman
Water	10	Working Foreman
Highway	9	Mechanic
Buildings and Facilities	7	Lead Custodian/Maintenance Worker
Highway	7	Mason
Library	7	Lead Custodian
Buildings and Facilities	6	SHMEO/Laborer
Cemetery	6	SHMEO/Laborer
Highway	6	SHMEO/Laborer
Water	6	Stock keeper/Department Service Worker
Water	6	Maintenance Craftsperson
Highway	5	HMEO
Highway	5	Garage Attendant/HMEO
Council on Aging	4	Driver
Water	4	Meter Reader/Laborer
Buildings Services	4	Custodian
Library	3	Custodian
Highway	3	Laborer

**APPENDIX B**  
**WAGE SCHEDULE**

<b>FY21 - 2%</b>							
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7 @ 15 Years</b>
<b>1</b>	13.4990	13.9861	14.4851	15.0263	15.5664	16.1456	16.2263
<b>2</b>	15.2558	15.8100	16.3772	16.9844	17.5928	18.2487	18.3400
<b>3</b>	16.9844	17.6068	18.2552	18.9166	19.6061	20.3378	20.4395
<b>4</b>	18.7413	19.4307	20.1462	20.8758	21.6464	22.4551	22.5673
<b>5</b>	20.4980	21.2547	22.0383	22.8349	23.6728	24.5593	24.6821
<b>6</b>	22.2537	23.0785	23.9152	24.7942	25.7132	26.6766	26.8099
<b>7</b>	24.0105	24.9025	25.8073	26.7534	27.7394	28.7797	28.9236
<b>8</b>	25.7533	26.6993	27.6854	28.6985	29.7528	30.8688	31.0231
<b>9</b>	27.5100	28.5232	29.5763	30.6577	31.7921	32.9861	33.1509
<b>10</b>	29.2527	30.3330	31.4414	32.6029	33.8055	35.0762	35.2516
<b>11</b>	31.0084	32.1439	33.3325	34.5621	35.8318	37.1794	37.3653
<b>12</b>	32.7653	33.9678	35.2245	36.5213	37.8581	39.2825	39.4790
<b>13</b>	34.5220	35.7917	37.1156	38.4804	39.8984	41.3998	41.6068
<b>14</b>	36.2777	37.6156	38.9936	40.4386	41.9248	43.5029	43.7205
<b>15</b>	38.0345	39.3703	40.8846	42.3978	43.9652	45.6202	45.8483
<b>16</b>	39.7772	41.2364	42.7626	44.3440	45.9784	47.7104	47.9489
<b>17</b>	41.5330	41.9334	44.6547	46.3021	48.0048	49.8135	50.0626
<b>18</b>	43.2897	44.8842	46.5457	48.2613	50.0452	51.9308	52.1904
<b>19</b>	45.0465	46.7080	48.4237	50.2205	52.0715	54.0339	54.3041
<b>20</b>	46.8022	48.5319	50.3147	52.1797	54.0978	56.1371	56.4178
<b>21</b>	48.5590	50.3418	52.2068	54.1389	56.1381	58.2555	58.5467
<b>22</b>	50.3017	52.1527	54.0848	56.0710	58.1515	60.3445	60.6462



<b>FY22</b>							
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7 @ 15 Years</b>
<b>1</b>	13.7690	14.2658	14.7748	15.3268	15.8777	16.4685	16.5508
<b>2</b>	15.5609	16.1262	16.7047	17.3241	17.9447	18.6137	18.7068
<b>3</b>	17.3241	17.9589	18.6203	19.2949	19.9982	20.7446	20.8483
<b>4</b>	19.1161	19.8193	20.5491	21.2933	22.0793	22.9042	23.0186
<b>5</b>	20.9080	21.6798	22.4791	23.2916	24.1463	25.0505	25.1757
<b>6</b>	22.6988	23.5401	24.3935	25.2901	26.2275	27.2101	27.3461
<b>7</b>	24.4907	25.4006	26.3234	27.2885	28.2942	29.3553	29.5021
<b>8</b>	26.2684	27.2333	28.2391	29.2725	30.3479	31.4862	31.6436
<b>9</b>	28.0602	29.0937	30.1678	31.2709	32.4279	33.6458	33.8139
<b>10</b>	29.8378	30.9397	32.0702	33.2550	34.4816	35.7777	35.9566
<b>11</b>	31.6286	32.7868	33.9992	35.2533	36.5484	37.9230	38.1126
<b>12</b>	33.4206	34.6472	35.9290	37.2517	38.6153	40.0682	40.2686
<b>13</b>	35.2124	36.5075	37.8579	39.2500	40.6964	42.2278	42.4389
<b>14</b>	37.0033	38.3679	39.7735	41.2474	42.7633	44.3730	44.5949
<b>15</b>	38.7952	40.1577	41.7023	43.2458	44.8445	46.5326	46.7653
<b>16</b>	40.5727	42.0611	43.6179	45.2309	46.8980	48.6646	48.9079
<b>17</b>	42.3637	42.7721	45.5478	47.2281	48.9649	50.8098	51.0639
<b>18</b>	44.1555	45.7819	47.4766	49.2265	51.0461	52.9694	53.2342
<b>19</b>	45.9474	47.6422	49.3922	51.2249	53.1129	55.1146	55.3902
<b>20</b>	47.7382	49.5025	51.3210	53.2233	55.1798	57.2598	57.5462
<b>21</b>	49.5302	51.3486	53.2509	55.2217	57.2609	59.4206	59.7176
<b>22</b>	51.3077	53.1958	55.1665	57.1924	59.3145	61.5514	61.8591

<b>FY23</b>							
<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7 @ 15 Years</b>
<b>1</b>	14.0444	14.5511	15.0703	15.6333	16.1953	16.7979	16.8818
<b>2</b>	15.8721	16.4487	17.0388	17.6706	18.3036	18.9860	19.0809
<b>3</b>	17.6706	18.3181	18.9927	19.6808	20.3982	21.1595	21.2653
<b>4</b>	19.4984	20.2157	20.9601	21.7192	22.5209	23.3623	23.4790
<b>5</b>	21.3262	22.1134	22.9287	23.7574	24.6292	25.5515	25.6792
<b>6</b>	23.1528	24.0109	24.8814	25.7959	26.7521	27.7543	27.8930
<b>7</b>	24.9805	25.9086	26.8499	27.8343	28.8601	29.9424	30.0921
<b>8</b>	26.7938	27.7780	28.8039	29.8580	30.9549	32.1159	32.2765
<b>9</b>	28.6214	29.6756	30.7712	31.8963	33.0765	34.3187	34.4902
<b>10</b>	30.4346	31.5585	32.7116	33.9201	35.1712	36.4933	36.6757
<b>11</b>	32.2612	33.4425	34.6792	35.9584	37.2794	38.6815	38.8749
<b>12</b>	34.0890	35.3401	36.6476	37.9967	39.3876	40.8696	41.0740
<b>13</b>	35.9166	37.2377	38.6151	40.0350	41.5103	43.0724	43.2877
<b>14</b>	37.7434	39.1353	40.5690	42.0723	43.6186	45.2605	45.4868
<b>15</b>	39.5711	40.9609	42.5363	44.1107	45.7414	47.4633	47.7006
<b>16</b>	41.3842	42.9023	44.4903	46.1355	47.8360	49.6379	49.8861
<b>17</b>	43.2110	43.6275	46.4588	48.1727	49.9442	51.8260	52.0852
<b>18</b>	45.0386	46.6975	48.4261	50.2110	52.0670	54.0288	54.2989
<b>19</b>	46.8663	48.5950	50.3800	52.2494	54.1752	56.2169	56.4980
<b>20</b>	48.6930	50.4926	52.3474	54.2878	56.2834	58.4050	58.6971
<b>21</b>	50.5208	52.3756	54.3159	56.3261	58.4061	60.6090	60.9120
<b>22</b>	52.3339	54.2597	56.2698	58.3362	60.5008	62.7824	63.0963

**APPENDIX C**  
**DRUG & ALCOHOL POLICY**

**I. General**

(Section I applies to all employees of the Town of Belmont whether or not they are also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991).

The Town of Belmont has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Belmont has established this policy regarding drug and alcohol use or abuse. Our goal will continue to be one of establish and maintaining a work environment that is free from the effects of alcohol and drug use.

Employees of the Town of Belmont are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion. While the Town of Belmont has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in a condition to perform their duties. The Town recognizes that employee off-the-job as well as on-the-job involvement with drugs and alcohol can have an impact on the workplace and on our ability to accomplish our goal of providing an alcohol and drug-free environment.

The following is the Town of Belmont's policy regarding alcohol and drugs in the workplace

1. In accordance with the Federal Drug Free Workplace Act of 1988, the illegal use, sale or possession of narcotics, drugs or controlled substances while on the job or on Town property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Employees who are under the influence of alcohol or narcotics, drugs or controlled substances, whether on the job or when reporting for work, or who possess or consume alcohol during work hours, have the potential for interfering with their own, as well as their coworkers' safe and efficient job performance. Consistent with existing Town of Belmont practices, such conditions constitute proper cause for administrative action up to and including termination of employment.
3. Off-the-job illegal drug activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or Town property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment as additionally provided for in the Omnibus Transportation Act of 1991. In deciding what action to take, management will take into consideration the nature

of the charges, the employee's present job assignment, the employee's record with the Town and other factors relative to the impact of the employee's actions upon the conduct of Town business.

4. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.
5. Employees are expected to follow any directions of their health care provider concerning prescription medications and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.
6. Any employee, while on Town property or during that employee's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker, desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately without pay pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.
7. Any employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problems may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the Town of Belmont. Because the program is being offered confidentially, an employee may utilize the program without the Town's knowledge. If an employee chooses to notify the Town or request assistance from the Town regarding an alcohol or drug problem, that notice or request will not jeopardize his or her continued employment, provided the employee stops all involvement with the substance being abused, and maintains adequate job performance. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
8. Any employee whose job requirements include possessing a valid driver's license, who loses his/her driver's license as result of a conviction for driving under the influence, shall be subject to disciplinary measures, including temporary reclassification or termination from employment with the Town.

This statement is to clarify the Town of Belmont's operational stance and to provide for prompt, effective reaction any alcohol or drug-related situation which has or could have any impact on operations. It does not alter in any way the policy of assisting employees in

securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism or other drug dependencies.

If any employee would like further information or assistance on alcohol or drug issues, the employee may do so on a confidential basis through the Town of Belmont's Employee Assistance Program.

### **What are the Effects of Alcohol and Drugs on the Body?**

Alcohol, a nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12-ounce can of beer, a 5-ounce glass of wine and a 1 ½ ounce shot of hard liquor all contain the same amount of alcohol. Each 1 ½ ounce of alcohol takes the average body about one hour to process and eliminate. Coffee, cold showers and exercise do not hasten sobriety.

Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgement. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers can shorten their life spans by about ten years.

#### **Other Effects**

- Greatly impaired driving ability.
- Reduced coordination and reflex.
- Impaired vision and judgement.
- Inability to divide attention.
- Lowering of inhibitions.
- Hangover, which can be accompanied by headaches, nausea, dehydration, unclear thinking, unsettled digestion and aching muscles.

**Marijuana**, also known as “pot,” “weed,” “grass” and other street names, alters the user's sense of time and reduces the ability to perform tasks requiring concentration. The drug has a significant effect on judgement, caution and sensory/motor functions.

Marijuana stays in the body for 28 days, unlike alcohol, which dissipates in a few hours.

#### **Other Effects:**

- Impaired driving for at least 4-6 hours after smoking one “joint.”
- Restlessness.

- Inability to concentrate.
- Increased pulse rate and blood pressure.
- Rapidly changing emotions and erratic behavior.
- Altered sense of identity.
- Dulling of attention.
- Hallucinations, fantasies and paranoia.
- Reduction or temporary loss of fertility.

**Cocaine** is a stimulant drug which increases heart rate and blood pressure. As a powder, cocaine is inhaled, ingested or injected. Cocaine is also used as a free-base cocaine known as “crack” or “rock” which is smoked. The crack “high” is reached in 4-6 minutes and lasts for about 15 minutes.

Many people mistakenly believe that, because it is smoked, crack is safer than other forms of cocaine use; however, this is incorrect. Crack cocaine is one of the most addictive drugs known today. The most dangerous effects of crack are that its use can cause vomiting, rapid heartbeat, tremors and convulsions. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat-regulating center of the brain is also disrupted, dangerously high body temperatures can occur. High doses cause depression of brain functioning, breathing and heart beat – which can lead to death.

**Other Effects:**

- A rush of pleasurable sensations.
- A heightened, but momentary, feeling of confidence, strength and endurance.
- Accelerated pulse, blood pressure and respiration.
- Impaired driving ability.
- Paranoia, which can trigger mental disorders in users prone to mental instability.
- Irritation of the nostrils nasal membrane.
- Mood swings.
- Anxiety.
- Reduced sense of humor.
- Compulsive behavior, such as teeth grinding or repeated hand washing.

**Amphetamines** are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical ability. Some common street names for amphetamines are “speed,” “uppers,” “black beauties,” “bennies,” “wake-ups,” “footballs” and “dexies.”

People with a history of sustained low-dose amphetamine use quite often become addicted, believing that they need the drug to get by. These users frequently keep taking amphetamines and avoid the “down” mood they experience when the drug wears off.

Even small, infrequent doses can produce toxic effects in some persons. Restlessness, anxiety, mood swings, panic, heart rhythm disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent use can produce brain damage resulting in speech disturbances.

**Other Effects:**

- Loss of appetite.
- Irritability, anxiety, apprehension.
- Increased heart rate and blood pressure.
- Difficulty in focusing eyes.
- Exaggerated reflexes.
- Distorted thinking.
- Perspiration, headaches, dizziness.
- Short-term insomnia.

**Opiates** include heroin, morphine, codeine and narcotics used to relieve pain and induce sleep. Heroin, also called “junk” or “smack,” accounts for 90% of the narcotic abuse in the United States.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot be obtained even with a physician’s prescription.

Most medical problems associated with opiates are caused by the uncertain dosage level, the use of unsterile needles, and contamination of the drug or the combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

**Other Effects:**

- Short-lived euphoria.
- Impaired driving ability.
- Drowsiness followed by sleep.
- Constipation.
- Decreased physical activity.
- Reduced vision.
- Change in sleeping habits.

- Possible death.

**Phencyclidine** or PCP, also called “angel dust,” was developed as a surgical anesthetic in the late 1950’s. Later, due to its unusual side effects in humans, it was restricted to use as veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

PCP is a very dangerous drug. It can produce violent and bizarre behavior, even in people otherwise not prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug’s direct effect on the body. PCP scrambles the brain’s internal stimuli and alters how users see and deal with their environment. Routine activities such as driving and walking become very difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state, including the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

**Other Effects:**

- Impaired driving ability.
- Drowsiness.
- Perspiration.
- Repetitive speech patterns.
- Incomplete verbal responses.
- Blank stare.
- Thick, slurred speech.
- Involuntary eye movement.

**II. Omnibus Transportation Employee Testing Act of 1991: Testing for Drugs and Alcohol**

It is the policy of the Town of Belmont to comply fully with the rules issued by the U.S. Department of Transportation under the 1991 Omnibus Transportation Employee Testing Act dealing with limitations on alcohol and drug use by transportation workers, drug and alcohol testing of such workers and the reporting/record keeping requirements relative to such testing. The rules (found at 49 CFR s382 100 *et seq.*) mandate regulations concerning pre-employment, random, reasonable suspicion and post-accident drug and alcohol testing, and apply to all interstate and intrastate truck and motor coach operators, including, but not limited to, school bus drivers and all Town employees who have commercial driver’s licenses as a requirement of their job.



The following conduct is prohibited:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.02 percent or higher.
2. Use of alcohol within the four (4) hours prior to reporting for duty.
3. Use of alcohol on the job.
4. Use of alcohol during the eight (8) hours following an accident.
5. Possession of any medication or food containing alcohol when driving a vehicle.
6. Refusal to take a required test or tampering with samples offered at such a test.
7. Use of controlled substances on or off duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

Violation of any of the above-cited prohibitions shall constitute immediate suspension pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

Where there are legal differences in the requirements under the Omnibus Transportation Act and this policy, the Act takes precedence.

### **III. Alcohol and Drug Testing Pursuant to 49 CFR §382 100 *et seq.***

#### **A. Types of Tests**

The following tests are required:

1. Pre-Placement: All applicants for employment in positions requiring a Commercial Driver's License, or candidates for transfer or promotion to such positions, as well as those covered employees returning from layoff, are subject to screening for use of controlled substances. All applicants who test positive for controlled substances will not be offered employment, transfers or promotions with the Town of Belmont.
2. Post-Accident: All covered employees shall be tested for alcohol and drugs after accidents involving safety sensitive vehicles. An accident is defined as an incident involving a

commercial motor vehicle in which there is a fatality, an injury treated away from the scene, or a citation issued for a moving traffic violation and/or a vehicle is required to be towed from the scene. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours of the accident, while tests for controlled substances shall be conducted within 32 hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make himself/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Town of Belmont employee or supervisor.

3. Reasonable Suspicion: An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee exhibits characteristics consistent with alcohol or drug use. In the case of alcohol use, the observation shall be made during, preceding or after the performance of a safety-sensitive function. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made. Tests for controlled substances will be conducted as soon as possible, but within 72 hours after the observation is made. If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least 24 hours.
4. Random: Employees shall be tested for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town may equal as much as 25% of all the safety-sensitive drivers. Random drug tests conducted by the Town may equal as much as 50% of all safety-sensitive drivers.
5. Return to Duty and Follow-Up: An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to providing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. The employee agrees to bear the expense of the six (6) follow-up tests. Follow-up testing may be extended at the employee's expense for up to 60 months under extreme circumstances following the return-to-duty. To the extent practicable, all tests will be conducted during the employee's scheduled work hours.

After a test for post-accident or reasonable suspicion, employees will be suspended and be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited

back. If a test result is positive. Sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.

## **B. Conducting Tests**

When reporting for testing, employees must present their CDL license as their identification. The employee's supervisor or manager shall transport the employee to and from the testing site.

### 1. Alcohol

DOT rules require saliva or breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 percent alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 percent or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be refusal to test.

### 2. Drugs

Drug testing is conducted by analyzing a driver's urine specimen and must be conducted through a U.S. Department of Health and Human Services (DHHS)- certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request that the split specimen be sent to another DHHS-certified laboratory for analysis. The split sample analysis will be performed at the employee's expense; however, in the event that the split sample analysis results in a "negative" result, the Town shall bear the expense of the split sample analysis.

Urine specimens will be analyzed for the following drugs: marijuana (THC metabolite), cocaine, amphetamines, opiates (including heroin) and Phencyclidine (PCP).

Testing is conducted using a two-staged process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each

identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

### 3. Refusal to Participate/Tampering

Any refusal to participate in full in any of the types of alcohol and/or drug tests or recommended treatment plans or programs authorized in this policy will bring forth the same consequences under this policy as if the result of the test had been positive. If there is any evidence that an employee has engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

The following are some examples of circumstances that qualify as employee refusal to participate/tampering:

- No-show (failure to appear at the test collection site at the designated time).
- Failure to remain at the testing site until the collection is completed and the employee is dismissed from the testing site.
- Adulteration (urine specimen containing a substance or a concentration of a substance inconsistent with human urine).
- Substitution (urine specimen that is not that of the individual ordered for testing)
- Failure to cooperate as ordered with any part of the testing process.

### **C. Consequences of Alcohol/Drug Misuse**

1. Safety-sensitive employees who have any alcohol concentration between .02 and .04 percent when tested just before, during or just after performing safety and sensitive functions must be removed from performing such duties for 24 hours and will be sent home without pay. Disciplinary action will be imposed upon an employee whose alcohol test reveals any alcohol concentration over 0.04 percent.

2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol or drug use) must be immediately removed from safety-sensitive functions. Drivers who are serving a probationary period will be terminated immediately. Non-probationary drivers will be offered an opportunity for rehabilitation in accordance with section 3 below. Non-probationary drivers who choose not to avail themselves of this rehabilitation opportunity will be terminated immediately.
3. Drivers who wish to continue employment with the Town of Belmont must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment for any recommended treatment will be strictly at the expense of the employee (or his or her health insurance plan, if applicable). Employees will be placed on non-occupational sick leave or leave without pay status during the treatment period, whichever is appropriate.
4. Drivers who have been evaluated by a substance professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 percent and/or a urine drug test which is negative who are then subject to unannounced follow-up tests at the employee's expense may return to work.
5. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy during the next five years will be terminated immediately.
6. Once an employee successfully complete rehabilitation, he/she shall be returned to his/her regular duty assignment or an equivalent position if one is available. As a condition of employment, the employee must comply with prescribed follow-up care.

#### **D. Information/Training**

1. All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol and drug misuse. The Town will conduct an education/information session for all current employees affected by this policy prior to implementation of this policy. All employees will receive a copy of this policy and must sign a Confirmation of Receipt (Attachment A).
2. All supervisory and management personnel in the Cemetery, Highway, Light, Recreation and Water Divisions must attend at least two (2) hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

3. All recruitment advertising will include the statement “Drug screening is a condition of employment” at the bottom of the advertisement/posting with the EEO statement.
4. All final candidates for employment will be given a copy of this policy and be given the opportunity to review the policy in its entirety.

#### **E. Record Keeping**

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Driver alcohol and drug testing records are confidential. Test results and other confidential information will be kept in each employee’s medical file, which will be maintained separately from the employee’s personnel file. These medical files will be kept locked and secured, and access will be limited to certain individuals in the organization. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know. These records may only be released to the employer, the substance abuse professional, the MRO and the arbitrator of a grievance filed in accordance with this policy. Any other release of this information may only be made with the driver’s consent or in response to a court order.

#### **F. Pre-Employment References**

1. The Town must obtain and review the following information from each employer that the prospective driver worked for in a safety-sensitive position, during the previous two years, information about a positive drug test and information about any refusal to participate in the alcohol and drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be hired.
3. If the previous employer indicates that a positive result was received or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment and subsequently tested negative in a return to duty test for the former employer.
4. The Town of Belmont must provide the same information to subsequent employers of current Town employees when provided with a written release.

## **G. Questions**

Questions about this policy should be referred to the employee's supervisor or manager and/or the Human Resources Director or Town Administrator.

## **Definitions**

Safety-Sensitive Vehicles: Those vehicles for which a Commercial Driver's License is required.

Safety-Sensitive Functions: A safety-sensitive function includes any of the following functions or activities:

- On any public property, waiting to be dispatched, unless the driver is relieved from duty by the employer.
- Inspecting service brakes, including trailer brake connections, parking brake, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers, rear-vision mirrors, coupling devices, fire extinguisher, spare fuses or warning devices for stopped vehicles.
- Inspecting, servicing or conditioning any commercial motor vehicle in operation.
- At the driving controls of a commercial motor vehicle in operation.
- At the driving controls of a commercial motor vehicle operation.
- While in or upon any commercial motor vehicle.
- Supervising or assisting in loading or unloading a vehicle.
- Attending a vehicle being loaded or unloaded.
- While in readiness to operating the vehicle.
- When giving or receiving receipts for shipments loaded or unloaded.
- Performing driver requirements of §392, 40 and 497 – 41 of part 392, Driving Motor Vehicles, relating to accidents.
- Repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

Safety Sensitive Drivers: Every person who operates a commercial motor vehicle and is subject to a commercial driver's license (CDL) requirement.

## **Substance Abuse Program Procedure – Supervisor**

### Philosophy

An employer may be considered to be negligent in the event of an incident where a driver is not safe.

### Purpose

To evaluate an employee's fitness to perform his/her job while in a safety-sensitive position to rule out possible substance use/abuse. Substance abuse testing is part of a Town policy to provide a safe work environment free from controlled substance and alcohol abuse.

### Testing Will Include

- Urine Drug Screen
- Breath/Saliva Alcohol Test

### Procedures

1. When a supervisor questions an employee's fitness to perform his/her job, he must contact the supervisor in charge.
2. The supervisor in charge will observe the employee's behavior and verify the need for casual drug and alcohol testing. An EAP Counselor is available 24 hours a day at 1-800-451-1834 to review the situation.
3. If the need for casual testing is substantiated, the supervisor must do the following:
  - a. Complete the Reasonable Cause Documentation Form (Attachment E) recording observations. This report is to be cosigned by both the supervisor and supervisor in charge.
  - b. Explain to the employee that he/she will have drug and/or alcohol testing, obtain the necessary forms attached.
  - c. Notify Custom Drug Testing at 1-888-832-5990.
  - d. Accompany the employee to the testing site and wait for the employee. Completed forms (Attachment C and E) will be delivered to testing personnel.
  - e. Drive the employee to their home following testing.



4. Employee's medical determination for causal testing is not complete until drug and alcohol levels have been received from the lab. Negative results will be issued to the Town of Belmont contact person within 48 hours. Positive test results may take up to one week. Employees will be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.
5. If drug and alcohol levels are determined to be positive, employees are to be referred to a Substance Abuse Professional through the Town's EAP. The EAP counselor will meet with the employee to determine the nature of drug use or other issues. Short-term counseling and treatment recommendations or referral will be made as required.
6. When the employee has complied with the recommended treatment plan or program, he/she must schedule a return-to-work evaluation with the EAP counselor.
7. If the employee is released to return to work by the EAP counselor, the department manager will be contacted and a return-to-duty drug and/or alcohol test will be scheduled by the Town.
8. Following notification of negative return-to-duty test results, the department manager will notify both the employee and appropriate supervisor of the return-to-work date.
9. Following return-to-work, a total of six random drug or alcohol tests will be conducted during the first year. Periodic random testing will be conducted for up to 60 months. All follow-up testing will be done at the employee's expense.
10. Positive test results on follow-up testing will result in termination of employment.

## **Substance Abuse Program**

### Philosophy

An employer may be considered to be negligent in the event of an incident where a driver is not safe.

### Purpose

To evaluate an employee's fitness to perform his/her job while in a safety-sensitive position to rule out possible substance use/abuse. Substance abuse testing is part of a Town policy to provide a safe work environment free from controlled substance and alcohol abuse.

### Testing Will Include

- Urine Drug Screen
- Breath/Saliva Alcohol Test

### Procedures

1. The Town of Belmont has established a drug policy statement and has adopted procedures for casual testing and handling of employees with positive results.
2. The supervisor in charge shall determine the need for casual drug and alcohol testing.
3. A Reasonable Cause Documentation Report will be completed at the department by the supervisor and signed by both the supervisor and supervisor in charge.
4. The supervisor will explain to the employee that he/she will have alcohol and drug testing. A signed Consent Form will be obtained.
5. The supervisor or manager will accompany the employee to the testing site and wait for the employee. Completed forms (Attachments C and E) will be delivered to testing personnel.
6. Collection of specimens per standard protocol is done by medical assistants. Positive photo identification is necessary or specimens will not be collected.
7. The employee is escorted back to home and will be placed on the appropriate leave pending the results of the testing.
8. Employees who test positive for drugs will be contacted by the clinic's MRO to determine if there is another possible cause for a positive test result. The employee may opt at this time to go forward with laboratory testing on the original split urine sample. The cost for this second

test is the responsibility of the (1) employee if a positive result occurs or (2) Town if a negative result occurs.

9. Negative test results will be issued to the Town of Belmont contact person within 48 hours, positive test results may take up to one week. Employees will be allowed to utilize their accumulated sick leave until a test result is found. If the test result is found to be negative, sick leave utilized during the time of inability to work will be credited back. If a test result is positive, sick leave will not be credited and appropriate disciplinary action, up to and including discharge, will be imposed.
  10. If drug or alcohol levels are positive, employees are to be referred to a substance abuse professional through the Town's employee assistance program (EAP). The EAP counselor will meet with the employee to determine the nature of drug use or other issues. Short-term counseling and treatment recommendations or referral will be made, if required.
  11. When the employee has complied with the recommended treatment plan or program, he/she must schedule a return to work evaluation with the EAP counselor.
  12. If the employee is released to return to work by the EAP counselor, the department manager will be contacted and a return-to-duty drug and/or alcohol test will be scheduled at the clinic.
  13. Following notification of a negative return-to-duty test result, the department manager will notify the employee of the return to work date.
  14. Following a return to work, a total of six random alcohol and drug tests will be conducted during the first year. Periodic random testing will be conducted for up to 60 months, all follow-up testing will be done at the employee's expense.
  15. Positive test results on follow-up random testing will result in immediate termination of employment.
- Note: Employees who are referred to the substance abuse program will be responsible for payment of said program. When possible, approval will be obtained through the employee's private health insurance.

**Attachment A**

**Receipt of Alcohol and Drug Policy  
Town of Belmont**

I hereby certify that I have been given a copy of the Town of Belmont's Alcohol and Drug Policy and have been given an opportunity to ask questions of my supervisor about the content of this policy.

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Employee's Name

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Department

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Employee's Signature

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Date

**Attachment B**  
**Pre-Employment Consent to Drug Screening**

I, \_\_\_\_\_ (name),  
\_\_\_\_\_ (Social Security Number) understand that the  
medical examination that I am about to receive includes

- A blood test for the presence of drugs
- A urine test for the presence of drugs

I hereby give my consent to \_\_\_\_\_ to perform this test. I understand that if I decline to sign this consent, and thereby decline to submit a sample for the test, the test will not be completed. The Personnel Department of the Town of Belmont will be notified and my application for employment will be rejected.

I further consent to the release of the results to the Human Resources Department of the Town of Belmont and the department for which I am applying.

I have taken the following drugs or substances within the last 96 hours.

<u>Identify</u>	<u>Name and Amount</u>	<u>Prescribing Physician</u>
<input type="checkbox"/> Sleeping Pills	_____	_____
<input type="checkbox"/> Diet Pills	_____	_____
<input type="checkbox"/> Pain Relief Pills	_____	_____
<input type="checkbox"/> Cold Pills	_____	_____
<input type="checkbox"/> Anti-Malarial	_____	_____
<input type="checkbox"/> Other	_____	_____

- Consent Given                       Consent Refused

Specimen Number: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_

**Attachment C**

**Drug and/or Alcohol Screening  
Employee Consent**

I, \_\_\_\_\_ (name),  
\_\_\_\_\_ (Social Security Number) understand that the  
medical examination that I am about to receive includes

- A breathalyzer test for the presence of alcohol
- A blood test for the presence of drugs and/or alcohol
- A urine test for the presence of drugs and/or alcohol

I hereby give my consent to \_\_\_\_\_ to perform this test. I understand that if I decline to sign this consent, and thereby decline to submit a sample for the test, the test will not be completed. The Personnel Department of the Town of Belmont will be notified and my application for employment will be rejected.

I further consent to the release of the results to the Human Resources Department of the Town of Belmont and the department for which I am applying.

I have taken the following drugs or substances within the last 96 hours.

<u>Identify</u>	<u>Name and Amount</u>	<u>Prescribing Physician</u>
<input type="checkbox"/> Sleeping Pills	_____	_____
<input type="checkbox"/> Diet Pills	_____	_____
<input type="checkbox"/> Pain Relief Pills	_____	_____
<input type="checkbox"/> Cold Pills	_____	_____
<input type="checkbox"/> Anti-Malarial	_____	_____
<input type="checkbox"/> Other	_____	_____

Consent Given                       Consent Refused

Specimen Number: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_