

AGREEMENT

**TOWN OF BELMONT
MUNICIPAL LIGHT DEPARTMENT**

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 104**

**Effective January 1, 2024
Expiring December 31, 2026**

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AGREEMENT

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

Whereas both the Town and the Union desire to promote harmony, understanding, and efficiency in the working forces of the Municipal Light Department so that the Town and the employees may obtain mutual economic advantages, now, therefore, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

ARTICLE 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 the full-time, non-professional employees of the Municipal Light Department, excluding executive and supervisory personnel, elected officials, confidential employees, and specifically the Assistant Manager, Engineer, Distribution / Substation Supervisor, Line Superintendent, Meter Superintendent, Office Manager and the Manager’s Administrative Assistant.

The Employer reserves the right to hire contractors to perform such work as they shall deem necessary or proper for the proper operation of the department and nothing contained herein shall be construed to limit the duty and responsibility by the Employer to operate the department as required by law.

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

ARTICLE 2 PAYROLL DEDUCTION OF UNION DUES & AGENCY SERVICE FEE

Section 1. Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues deduction form. During the life of this Agreement and in accordance with the terms of the form of authorization of dues deduction, the Employer agrees to

deduct Union membership dues levied in accordance with the constitution and By-Laws of the Union. The Treasurer of the Town of Belmont shall remit the aggregate amount to the Financial Secretary of Local No. 104, I.B.E.W. monthly.

ARTICLE 3
UNION REPRESENTATION

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

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

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

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2. If a grievance involving an employee or group of employees or the Union is not resolved informally, it shall be presented in writing to the Department Head within five (5) days of the supervisor's response in Step 1. The grievance shall contain:

- a.) Name and classification of the employee;

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

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

Step 3. If the grievance is still unsettled following the Department Head's answer, the matter will be reviewed by the General Manager who will have ten days to respond. If the grievance is still unsettled, within fifteen (15) days after the reply of the General Manager is due, either party may request arbitration by written notice.

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

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of the testimony and argument. Notwithstanding anything to the contrary herein, the discipline and discharge of an employee with less than six (6) months of service shall not be subject to the grievance and arbitration procedure.

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

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

ARTICLE 5 **SENIORITY JOB POSTING BIDDING**

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

Section 2. New Job Classifications and Reclassification. Whenever a new permanent position is to be established, or the duties of an existing position are so changed that in effect a new position is to be created, upon presentation by the General Light Manager of sufficient job duty information and other data to the Human Resources Director, such new or changed position will be reviewed in accordance with the Town position rating system and assigned to its appropriate classification, and the effective date of such change shall be established.

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

Section 4. The successful applicant shall be given a ninety (90) working days trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by management that the employee is not qualified to perform the work, he or she shall returned to his or her old position and rate.

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

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

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

Rating within respective departments shall govern and control in all cases of transfer, decrease, or increase of the working force, as well as preference in assignment to shift work.

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

ARTICLE 6
HOURS, WAGE PAYMENTS, WORKING CONDITIONS

Section 1. The regular hours of the Line, Electrical Mechanic, and Stock Room each day shall be from 7:00 a.m. to 3:30 p.m. The Customer Service Representatives hours will be Monday: 7:30am-6:00pm, Tuesday-Thursday: 7:30am-4:30pm, Friday: 7:30am-12:00pm

For safety, security and efficient handling of all calls and visits from the public, each Customer Service shift will be staffed by no less than two (2) Customer Service Representatives, consisting of no more than one-half the total number of Senior Customer Service Representatives, excluding vacation, sick or personal leave periods. Lunch periods are one-half (1/2) hour for all employees to begin between 11:30AM to 1:00PM.

Section 2. Stand-By Pay Line Department: An employee who is assigned stand-by duty on a weekly basis shall receive for his or her stand-by a lump sum payment equal to fourteen (14) hours of their base weekly wage. There shall be no more than two employees assigned to stand-by duty at any time. If a paid holiday occurs during his or her week of stand-by, he or she shall be paid a lump sum payment equal to sixteen (16) hours of their base weekly wage for that stand-by week.

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

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

Other calls-out will be paid at one and one-half (1-1/2) times the regular straight time rate with a three (3) hour minimum. The three (3) hour minimum shall not apply to callouts that commence within one (1) hour of the start of the employees regularly scheduled work-day. A regularly scheduled work-day does not include any work which is planned and is in excess of the regular 40-hour work week.

Stand-By Pay Customer Service:

- One (1) employee from customer service may be assigned to standby by the General Manager or their representative. This is for purposes of storms or inclement weather. Stand by for customer service employees is assigned at the General Managers discretion.
- Standby duty will be assigned to eligible employees on a rotating basis and is in addition to overtime pay if the employee works during the on-call period.
- During “standby” period an employee on standby is required to remain at all time within thirty (30) minutes travel time (by automobile) of the department’s operation Center.
- An employee assigned to standby duty shall be paid a stipend at 4 hours of pay for every 16 hours of stand-by.
- It is understood that the above stipend shall be included in the computation of the employee’s overtime rate during that payroll week.
- An employee who is scheduled to be on standby duty may secure another eligible employee (or employees) to replace him or her “on call” or on “standby” during any period(s) during the standby time with their supervisor’s agreement.
- Notwithstanding above, an employee who secures another employee (or employees) to replace him or her “on call” or on “standby” during any period(s) during the standby time shall not receive any standby or on call pay for the time in which they are not on standby.

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

Section 4. When an employee is assigned to a higher classification on a regular basis, as in the case of planned vacation or prolonged illness, but not when so serving on a temporary or an

emergency basis, he or she shall be compensated at the first step of the higher classification that ensures a minimum 4% increase for the temporary assignment. This will be ceilinged at the maximum step in the higher grade.

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

Employees not performing work during inclement weather are expected to perform inside tasks as directed by management i.e. stocking trucks, cleaning trucks and equipment, cleaning facilities and patrolling system. Management shall decide who shall do what assignment. Suitable foul weather gear shall be provided by the Employer for employees employed on emergency work.

When other Belmont Light employees are given time off for snow emergencies for regular work hours, employees in this unit that are held or told to report for work shall be entitled to straight time compensatory time off, subject to the operating needs of the department and with the approval of the General Manager.

Section 6. The Union agrees that its members will use the protective devices, wear apparel, and other equipment provided by the employer for the protection of employees from injury. An employee who fails to abide by the provisions of this Section with regards to protective equipment shall be subject to discipline by the Department Head.

Section 7: If BMLD staff responds to a mutual aid request for storm restoration from any public or private utility, then the employees providing this aid shall be paid at twice their normal rate of pay for all hours worked at the host utility. Travel to and from the host utility will be considered as time worked. It is expected that the host utility will provide lodging and meals for responding employees.

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

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

7a. Mutual Aid Code of Conduct:

All mutual aid assignments, whether in or out of the State or Region shall abide by the following regulations and code of conduct:

- 1) Mutual Aid assignments will only be offered if and when the organization's own needs and requirements are not jeopardized, as determined by management.
- 2) Once it has been determined by management that a certain number and classification of employees can be assigned to a mutual aid event, the Union shall identify the individuals who will fill the available slots.
- 3) Any employee identified as a mutual aid candidate by the Union shall satisfy the following requirements in order to be eligible for a given mutual aid assignment:
 - a) Meet the qualification requirements as defined by the requesting organization and interpreted by management.
 - b) Have a history of accepting Belmont Light scheduled as well as unscheduled off-hours assignments.
 - c) Be willing to commit to a minimum amount of time spent on a given mutual aid assignment, regardless of the nature of the assignment (e.g., travel to and from requesting utility, awaiting further assignment at any safe location, performing any work the individual is deemed qualified for, etc.).
 - d) Must at all times during the assignment exude a professional and positive attitude and under no circumstances engage in activities that may portray the industry, company or any co-workers in a negative light.

Management reserves the right to disqualify and/or recall employees from any current or future assignments if any of the requirements defined above have not been met, as determined and interpreted by management.

Section 8: If management requests a reopener during the term of this agreement, for the sole purpose of discussing a change in the operation of the hours of the customer service staff, the parties agree to meet for discussions.

ARTICLE 7 OVERTIME

Section 1. Employees who are required by management to work overtime will be paid overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for work in excess of eight (8) hours in one (1) day, or in excess of forty (40) hours in one week, and at the rate of two (2) times their regular rate of pay for a Sunday, provided, however, if any such employee does not work his or her next regularly scheduled workday after any day on which overtime is worked, or in the event of absence due to disciplinary action or leave of absence without pay in the week in which overtime service is performed, the overtime pay for such work shall be reduced by one-half (1/2) times the regular rate of pay.

Section 2. Any employee called back to work on the same day after having completed his or her assigned work and having left the Municipal Light Department, and before his or her next regular scheduled starting time, will be paid at the rate of one and one-half (1-1/2) times for all hours worked on recall until the next regular scheduled starting time is reached, at which time the pay will revert to a regular time. Minimum overtime on recall will be three hours at the rate of time and on-half.

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

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

Section 5. Emergency Work: In a declared emergency, line workers may be required to work sixteen (16) hours at a rate of one and one half time or double time as may be applicable and eight hours off, regardless of the time of day. Administrative staff and field operation personnel called into work during a storm will be paid at time and one half their regular rate of

pay. The declaration of all emergency work is at the sole discretion of the General Manager. A storm condition is defined as a naturally occurring precipitation, wind or force of nature that directly causes power outages or damage to the Belmont Electric System. A storm condition must be declared by the General Manager or his/her designee, and can occur during a snow, rain/ice, wind or lightning storm. The determination of whether a situation is a storm condition is solely and exclusively a management decision which is final and shall not be subject to the grievance procedure.

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

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

Section 7. Compensatory time off earned by employees must be treated similarly to personal time off (i.e., it is not to be used in lieu of vacation time in long increments such as several consecutive days).

ARTICLE 8 **MEAL PERIODS**

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

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

ARTICLE 9
REST PERIODS

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

ARTICLE 10
CLEAN UP TIME

Employees will be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift except in cases of emergency. This is not to be construed as permission to leave 15 minutes early. Awaiting at the end of the work day in one's personal vehicle or loitering in the parking lot is not considered personal clean-up time and is not an acceptable use thereof.

ARTICLE 11
HOLIDAYS

The following days will be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Should any such holiday fall on a Saturday, Friday will be considered to be the holiday. Should any such holiday fall on Sunday, Monday will be considered to be the holiday. Whenever Christmas falls on Saturday, Sunday, or Monday the Christmas eve holiday will be on the last working day preceding the Christmas holiday.

Holiday pay will be for eight (8) hours pay at straight time. Holiday pay will be considered as time worked for the purpose of determining an employee's regular rate of pay. If any holiday above falls within an employee's vacation period, holiday time will be credited on the holiday(s) during the vacation period that the employee is absent, and the employee will only be charged accrued leave for days during the vacation period that are not considered holidays.

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

There will be a floating holiday between January 1st and December 31st, requiring two (2) days' notice and subject to the operating needs of the Employer.

ARTICLE 12 **MAINTENANCE OF STANDARDS**

All benefits presently extended to the employees in the Highway and Water Departments may, from time to time, be extended town-wide to other employees in the same or similar work. Classification shall be maintained and granted at the established level.

ARTICLE 13 **MILITARY LEAVE**

Employees who are members of the military reserves will be paid during the usual prescribed period of service to meet annual training obligations, except that pay shall not be given for more than seventeen (17) days in any calendar year without modification of this article by consent of the Employer. Employees who are members of the military service on their regularly scheduled work days, other than the prescribed annual training, shall be paid the difference, if any, between their regular pay and their military pay for a maximum of ten (10) days during any calendar year.

ARTICLE 14 **JURY LEAVE**

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

ARTICLE 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 General Manager 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 General Manager or his/her designee and are not subject to grievance.

Section 5. Additional accrued vacation or personal leave may be granted at the discretion of the General Manager. Decisions regarding the granting of additional vacation or personal leave under this Section are at the sole discretion of the General Manager 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

Leave of absence with pay may be granted by the Employer to permanent employees who are authorized and duly elected delegates of state or national conventions of nationally recognized veterans' organizations, or to one (1) duly-elected delegate, to attend conventions of the International Union.

ARTICLE 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.

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

Section 3. In exceptional circumstances, appeals for additional consideration may be made to the Municipal Light Board.

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

Section 5. Unused Sick Leave Incentive. An employee who uses two days or less of sick time in six months (Jan. through June & July through Dec.) will be entitled to two (2) additional personal days off to be scheduled after reasonable notice to the Employer. An employee may elect to take one or two of such days in cash at the per diem rate then in force. Such days may not be accumulated into the next year. Sick leave days taken as supplementary compensation to worker's Compensation will not be considered as sick leave days "used" under this Section provided, however, an employee will not be eligible under this Section in any year in which he or she has fewer than thirty (30) weeks of actual work, and further provided the number of unused sick leave days not used, which triggers qualification under this Section, shall be reduced by one for each ten-week period, or fraction thereof, an employee is out on Worker's Compensation.

ARTICLE 18
FAMILY AND MEDICAL LEAVE

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 FMLA 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.

ARTICLE 19
VACATION LEAVE

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

one to five years' service	3 weeks
five but less than to fifteen years' service	4 weeks
fifteen years' service or more	5 weeks

Scheduled vacation time must be submitted during the first month of the calendar year with the choice of vacation to be given in order of seniority. After this period, all vacation requests submitted will be approved by management pertaining to the needs of the department with no seniority rules taking precedent.

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

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

ARTICLE 20
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 A.

ARTICLE 21
UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Line workers and other employees required to wear flame retardant clothing will be provided with an annual \$1,000 allowance (given January 1) for the purchase of such clothing. Balances of \$100 or less will carry over to the next contract year Department approved vendor will supply the flame retardant clothing. Employees who receive this credit for flame retardant clothing will also receive a shoe/boot allowance of \$350.00 annually, payable as part of a regular weekly payroll during the month of January. Footwear will be removed from the list of available items obtainable through the clothing vendor. All other employees covered by this agreement will receive a clothing allowance of \$550.00 annually, payable as part of a regular weekly payroll during the month of January.

New employees that require flame retardant clothing hired between January 1st and August 30th will receive an additional one-time \$500.00 allowance to purchase necessary flame retardant clothing as required by OSHA.

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

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

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

ARTICLE 22
SAFETY

Section 1. The Employer will make reasonable regulations and provide adequate equipment for the safety of its employees during their hours of employment. Representatives of the Department and the Union shall meet from time to time at the request of either party to discuss such regulations and come to mutual agreement. All employees must attend assigned safety sessions.

Section 2. One (1) pair of prescription safety glasses for all employees shall be provided by the Employer, every two (2) years. Glasses shall meet the standards of ANSI and OSHA, Division of the U.S. Department of Labor.

Section 3. Every employee in the line department will be trained bi-annually in CPR Techniques and first aid. It is intended that twelve (12) safety meetings shall be held over the course of each fiscal year subject to scheduling and availability, at such time and place as designated by the Employer.

ARTICLE 23
LONGEVITY

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

Upon completion of the required amount of full-time, consecutive years of employment by the Town of Belmont, employees will receive a longevity payment according to the following schedule. A single longevity payment will be made for the current contract year on or about December 1.

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	\$750.00
30 or more years of service	\$1,000.00

For calculating retirement contributions, longevity pay shall be included as part of an employee's regular pay.

ARTICLE 24
EMPLOYER RIGHTS AND NO STRIKE CLAUSE

Section 1. Employer Rights

- a) Subject to the provisions of this Agreement, the Employer reserves and retains all

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

b). It is agreed that management officials of the Town shall at all times retain the right to direct employees, to hire, promote, transfer, assign, and retain employees within the respective departments, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the mission of the respective departments.

Section 2. No Strike Clause

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

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

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

ARTICLE 25
COMPENSATION AND CLASSIFICATION

1/1/2024												
3% COLA; Plus two additional 3.75% steps on grades 1-5 & 8-13; Plus three additional 3.75% steps on Grades 6-7												
Grade	Step-1	Step-2	Step 3 Step 1	Step 4 Step 2	Step 5 Step 3	Step 6 Step 4	Step 7 Step 5	Step 8 Step 6	Step 9 Step 7	Step 10 Step 8	Step 11 Step 9	Step 12 Step 10
1	\$15.64	\$16.19	\$16.80	\$17.41	\$17.73	\$18.39	\$19.08	\$19.79				
2	\$17.67	\$18.32	\$18.99	\$19.69	\$20.06	\$20.81	\$21.59	\$22.40				
3	\$19.69	\$20.41	\$21.16	\$21.93	\$22.34	\$23.17	\$24.04	\$24.94				
4	\$21.73	\$22.53	\$23.35	\$24.21	\$24.66	\$25.58	\$26.54	\$27.53				
5	\$23.77	\$24.65	\$25.54	\$26.48	\$27.53	\$28.55	\$29.62	\$30.73	\$31.88			
6	\$25.81	\$26.76	\$27.73	\$28.75	\$29.89	\$31.01	\$32.17	\$33.37	\$34.62	\$35.92		
7	\$27.85	\$28.87	\$29.93	\$31.02	\$32.25	\$33.45	\$34.70	\$36.00	\$37.35	\$38.76		
8	\$29.86	\$30.96	\$32.10	\$33.27	\$34.60	\$35.89	\$37.23	\$38.63	\$40.08			
9	\$31.90	\$33.07	\$34.12	\$35.55	\$36.22	\$37.57	\$38.98	\$40.45				
10	\$33.92	\$35.17	\$36.46	\$37.81	\$39.30	\$40.77	\$42.30	\$43.82	\$45.47	\$47.17		
11	\$35.96	\$37.28	\$38.65	\$40.08	\$40.83	\$42.36	\$43.95	\$45.60				
12	\$39.94	\$41.31	\$42.72	\$44.21	\$45.86	\$47.86	\$49.96	\$52.14	\$54.09	\$56.12	\$58.23	\$60.41
13	\$41.94	\$43.38	\$44.88	\$46.44	\$48.18	\$50.28	\$52.48	\$54.78	\$56.83	\$58.96	\$61.17	\$63.47

1/1/2025										
3% COLA										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$17.31	\$17.93	\$18.26	\$18.94	\$19.65	\$20.38				
2	\$19.55	\$20.28	\$20.66	\$21.43	\$22.23	\$23.07				
3	\$21.79	\$22.59	\$23.01	\$23.87	\$24.76	\$25.69				
4	\$24.05	\$24.93	\$25.40	\$26.34	\$27.33	\$28.36				
5	\$26.31	\$27.27	\$28.35	\$29.41	\$30.50	\$31.65	\$32.84			
6	\$28.57	\$29.62	\$30.79	\$31.94	\$33.13	\$34.37	\$35.66	\$37.00		
7	\$30.82	\$31.95	\$33.22	\$34.46	\$35.74	\$37.08	\$38.48	\$39.92		
8	\$33.06	\$34.27	\$35.63	\$36.97	\$38.35	\$39.79	\$41.28			
9	\$35.14	\$36.62	\$37.31	\$38.70	\$40.15	\$41.66				
10	\$37.56	\$38.94	\$40.48	\$42.00	\$43.57	\$45.14	\$46.83	\$48.59		
11	\$39.81	\$41.28	\$42.06	\$43.63	\$45.27	\$46.96				
12	\$44.00	\$45.54	\$47.23	\$49.30	\$51.45	\$53.70	\$55.72	\$57.80	\$59.97	\$62.22
13	\$46.22	\$47.83	\$49.62	\$51.79	\$54.06	\$56.42	\$58.54	\$60.73	\$63.01	\$65.37

1/1/2026	3% COLA									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$17.83	\$18.47	\$18.81	\$19.51	\$20.24	\$21.00				
2	\$20.14	\$20.89	\$21.28	\$22.07	\$22.90	\$23.76				
3	\$22.45	\$23.27	\$23.70	\$24.58	\$25.50	\$26.46				
4	\$24.77	\$25.68	\$26.16	\$27.13	\$28.15	\$29.21				
5	\$27.10	\$28.09	\$29.20	\$30.29	\$31.42	\$32.60	\$33.82			
6	\$29.42	\$30.50	\$31.71	\$32.90	\$34.12	\$35.40	\$36.73	\$38.11		
7	\$31.75	\$32.91	\$34.21	\$35.49	\$36.82	\$38.20	\$39.63	\$41.12		
8	\$34.05	\$35.30	\$36.70	\$38.08	\$39.50	\$40.98	\$42.52			
9	\$36.20	\$37.72	\$38.43	\$39.86	\$41.36	\$42.91				
10	\$38.68	\$40.11	\$41.70	\$43.26	\$44.88	\$46.49	\$48.24	\$50.04		
11	\$41.01	\$42.52	\$43.32	\$44.94	\$46.63	\$48.37				
12	\$45.32	\$46.90	\$48.65	\$50.78	\$53.00	\$55.31	\$57.39	\$59.54	\$61.77	\$64.09
13	\$47.61	\$49.27	\$51.11	\$53.35	\$55.68	\$58.11	\$60.29	\$62.55	\$64.90	\$67.33

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

Section 2. Section 2. Group Insurance Benefits. The Town of Belmont agrees to pay 50% of the premium costs for the PPO plan offered to municipal employees. For those employees hired before January 1, 2016, the Town of Belmont will contribute 80% towards the HMO plan. For those employees hired on or after January 1, 2016, the Town of Belmont will contribute 75% towards the HMO plan. The town will continue to pay 50% for basic group life insurance benefits.

Section 3. Job Classifications

<u>Job Title</u>	<u>Grade Level</u>
Meter Reader	4
Line Laborer	5
Meter Specialist	6
Customer Service Representative	6
Senior Customer Service Representative	7
Apprentice Line Worker	8
Purchasing/Stock Manager	9
Senior Meter Specialist	10

Lead Line Laborer	10
Third Class Line Worker	10
Second Class Line Worker	12
Utility Locator	11
Electrical Mechanic I	8, 10, 12
First Class Line Worker / Electrical Mechanic II	12
Lead Line Worker / Lead Electrical Mechanic	13

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

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

Section 6: After one (1) full year of satisfactory service as a second class line worker at G-12 classification, an employee shall remain in G-12, but be promoted from a second class to a first class line worker.

Section 7: After two and one half (2.5) years of satisfactory service as a Electrical Mechanic I, an employee shall remain in G-12, but be promoted from Electrical Mechanic I to Electrical Mechanic II.

Apprenticeship / Mechanic Grades and Steps. Each Step – Six Months.

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

After 60 months from start of apprenticeship / Electrical Mechanic I to top step of 1st Class Lineman / Electrical Mechanic II.

Management agrees to perform a Classification and Compensation study prior to January, 2025 with specific emphasis on the customer service area. If a reopener is needed to make wage adjustments for customer service personnel, the parties agree to meet for discussions.

Section 7 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 8 The Employer shall provide phones for employees assigned standby.

Section 9 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement unless specific reference in this contract is made to a by-law or statute or rules and regulations.

IBEW Local 104 acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated, and the agreements contained in this contract were arrived at after free exercise of such right and opportunities. Therefore, IBEW Local 104, voluntarily and without qualification, waives the right and agrees that the Town of Belmont Municipal Light Department shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject matter not specified or referred to in this Agreement.

Section 10 The employer agrees to reimburse employees for certain tuition costs of job-related courses. The employer will pay tuition up to \$600 or 100% of the cost per semester, whichever is less, for three (3) semesters per employee per year or four (4) quarters per employee per year. Payment will be made upon successful completion of the course. The BMLD Manager has full discretion regarding which courses are job related for each employee.

Section 11 Employees shall be entitled to one (1) personal day subject to the operating needs of the department and the approval of the Department Manager upon thirty (30) days' notice. This day will not accumulate from year to year. This personal day will be credited on January 1st of each contract year.

Section 12 Deferred Compensation

- I. Effective January 1, 2024, for any employee who elects to contribute to the Deferred Compensation Plan, Belmont Light shall match annually the employee's contribution to the Plan to be based on Gross Salary (Gross Salary each pay period) based on the participation table below:

- a. Employees are eligible to participate after their probationary period ends.
 - b. Up to 2 Years of Service: Up to 2% match Gross Salary each pay period
 - c. 3-5 Years of Service: Up to 3% match Gross Salary each pay period
 - d. 6 or more Years of Service: Up to 4% match Gross Salary each pay period
2. Belmont Light shall match employee contributions made to the voluntary Deferred Compensation Program up to the annual IRS contribution limit outlined in the participation table in the above section.
 - a. “To be eligible for the Match, the Employee must be participating in a Town approved Deferred Compensation Plan.
 - b. Belmont Lights matching shall start when the employee actually begins participating in a Town sponsored Deferred Compensation Plan (effective after employee probationary period).
 - c. There shall be no “Look Back” or retroactivity when applying the 2% match from Belmont Light. Belmont Light reserves the right to readjust the 2% match retroactively to reflect the actual Deferred Compensation contributions made by the employee.”
 - d. Roth IRA’s are not considered Deferred Compensation plans and therefore are not included in the Employer Matching benefit program
3. The employee is responsible for staying under the total allowable IRS contribution limits in each calendar year, and notifying the Payroll Manager if they will exceed the IRS contribution limits. Belmont Light’s match does not apply to any Deferred Compensation contribution amounts that exceed the maximum exclusions under the IRS regulations. If an employee over-contributes, they can limit the Belmont Lights ability to match.
 - a. Belmont Light will enforce a hard cap on maximum allowable Deferred Compensation Plan deposits per calendar year, following applicable IRS guidelines. Planned deposits will include the total of all Employee amounts and Employer Matching amounts.
 - b. It is the Employee’s responsibility to manage their personal deductions with their Deferred Compensation Plan provider.”
 - c. Belmont Light will require a percentage be used for deferred compensation

deductions.

- d. Employees will be allowed to change their contribution amount with 30 days' notice to Payroll Manager and Plan Administrator. Belmont Light will not match more than the percentage outline in the Participation Table in Section 1 of Employee's gross pay during any period."
4. The Match from Belmont Light will be applied on each pay period subject to Section 2. Belmont Light reserves the right to convert to an annual Match if the pay period Match becomes too complicated to administer.
5. Belmont Light reserves the right to make periodic adjustments to the Match amount to ensure that the Employee is receiving the appropriate amount. This appropriate Match will be no more than the Employee's Deferred Compensation Plan contribution, with the maximum annual limit outlined in the Participation Table in Section 1 of the Employee's gross salary amount."

ARTICLE 26 **DURATION OF AGREEMENT**

Section 1. This agreement shall be effective January 1, 2024 and shall expire December 31, 2026.

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, May 1, 2026 but in no event postmarked later than August 1, 2026.

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 Town of Belmont has caused these presents to be signed in its name and behalf by its duly authorized Board of Commissioners of the Belmont Municipal Light Department and the International Brotherhood of Electrical Workers of Local 104 has caused these presents to be signed in its name and behalf by its duly authorized representatives this 12 day of February 2024.

**Town of Belmont Municipal
Light Department**



David Beavers, Chair



Travis Franck, Vice Chair



Stephen Kliensky



Andrew Machado

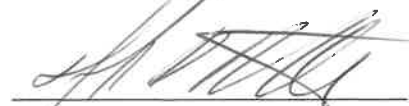


Michael Macrae

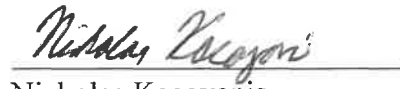


Craig Spinale
General Manager, BMLD

**International Brotherhood of
Electrical Workers, Local 104**



Thomas Costello



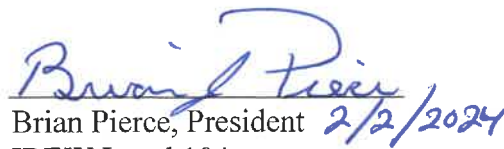
Nicholas Kacoyanis



Daniel Rapaglia

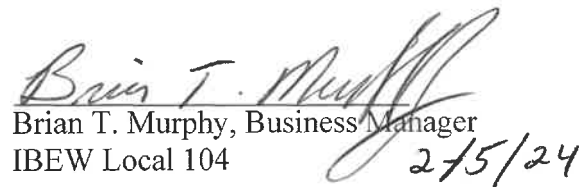


Kerri Benson



Brian Pierce, President

2/2/2024
IBEW Local 104



Brian T. Murphy, Business Manager
2/5/24
IBEW Local 104

APPENDIX A
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 heartrate 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 in accordance with this policy during the next two and a half years will be terminated immediately. Drivers who have returned to work under these conditions and who subsequently test positive for drugs in accordance with this policy during the next five years will be terminated immediately.
6. Once an employee successfully completes 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 General Manager.

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.

Employee's Name

Department

Employee's Signature

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: _____