

**AGREEMENT BETWEEN  
THE TOWN OF TRURO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1462**

This Agreement entered into by the Town of Truro, acting by and through its Board of Selectmen, hereinafter referred to as the Employer, and Local 1462, State, Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, employees of the Truro Department of Public Works (DPW), hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

**JULY 1, 2022 to JUNE 30, 2025**

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## ARTICLE I: RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees of the Truro DPW Bargaining Unit.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

## ARTICLE II: UNION DUES:

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee. When filed with the employer, the authorization form will be honored in accordance with its terms, deductions will be promptly transmitted to the Union by electronic transfer (ACH). An employee payroll deduction report will be submitted within five business days of the pay date via electronic means utilizing a password encrypted CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted. This electronic employee payroll roster will include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

The Town will also provide a bargaining unit roster quarterly utilizing a password encrypted CSV or Excel format that includes the following information: employees legal name, employee ID number, employees home address, phone number, personal email address, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number.

The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Town. The Union and the Town agree that the employee Social Security numbers will not be released to any third party outside of the business relationship existing between the Union and the Town, unless directed in writing, by the employee.

On a monthly basis, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office no later than the 15<sup>th</sup> of every month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

On a monthly basis, the Employer will electronically forward a data file to the Union for all employees whose job title is represented by the Union. This file shall contain:

- Effective Date
- Last Name
- First Name
- Middle Initial
- Home Address
- Phone number (1 – Mobile, 2 – Home, 3 – Work)
- E-mail address (1 – Personal, 2 – Work, 3 – Other)
- Date of Birth
- Social Security Number or last 4 digits
- Employee ID #
- Gender
- Employee Status
- Hire Date
- Position>Title
- Bargaining Unit
- Date Employee Started in Bargaining Unit
- Dues Deduction
- Employer Name
- Agency/Department Code
- Salary Information
- Pay period frequency
- Number of pay periods
- Salary/Compensation rate
- Authorized Hours
- Full/Part-time Code
- Termination Date
- Marital Status
- Race
- Grade
- Step
- Step Entry Date
- Rehire Date

Upon the written request of the Union, the Employer may electronically forward already readily prepared employee data file(s)/extracts, using tools that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data shall be provided within 10 business days from the Employer's receipt of the written request. Creation of any new files or modifications to readily available files must be bargained.

### ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURE:

A grievance is defined as a dispute concerning the interpretation or application of an express provision of this agreement. While nothing in this agreement shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor, it is understood

that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful.

The formal grievance steps are as follows:

**Step 1:** The Union Steward and/or representative shall submit a written grievance to the DPW Director within seven (7) calendar days of the occurrence giving rise to the grievance. The grievance shall be signed by the aggrieved employee and his Union representative and shall be dated and shall specify (1) the facts, (2) the contract provision(s) violated, and (3) the remedy sought.

Within seven (7) calendar days after the filing, the Director shall arrange for a conference with the aggrieved employee and the employee's Union representative to discuss the grievance. With the advance approval of the Director, which shall not be unreasonably withheld, the Union may bring other persons to the conference/meeting who are essential to providing the Town with an understanding of the grievance. Within seven (7) calendar days after the conference/meeting(s) have concluded, the Director shall provide the Union with a written answer. If no written answer is provided within the specified time frame, the grievance shall be deemed denied.

**Step 2:** If a grievance is not resolved after Step 1, and the Union so notifies the Town Manager within ten (10) calendar days of receiving written answer to Step 1 or within ten (10) calendar days of the date the written response was due (whichever is earlier), a conference/meeting shall be arranged by the Town Manager with the aggrieved employee and the employee's Union representative to discuss the grievance within ten (10) calendar days of said request. (Matters that are emergency in nature shall, if feasible, be expedited). With the advance approval of the Town Manager, which shall not be unreasonably withheld, the Union may bring other persons to the conference/meeting who are essential to providing the Town with an understanding of the grievance.

The Town Manager shall provide the Union with a written answer to the grievance within ten (10) calendar days after the completion of the conference/meeting. If no written answer is provided within the specified time frame, the grievance shall be deemed denied.

**Step 3:** If a grievance is not resolved upon completion of Step 2, the Union (but not an individual employee) may invoke arbitration by filing a demand for the same with the Labor Relations Connection within thirty (30) days after receipt of a decision by the Town Manager or within thirty (30) calendar days of the date the written response was due (whichever is earlier), with all fees being shared equally by both parties. Except as noted under "Arbitration procedures", below, the decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. If either party desires a verbatim record to be made, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Limits on grievance/arbitration. The following matters shall not be subject to grievance or arbitration under this Agreement:

- a. Any matter involving the exercise of discretion or management rights by an agent of the Town;
- b. The granting of a merit pay increase;
- c. The dismissal or discipline of a probationary employee;
- d. The substance of an evaluation;

Arbitration procedures.

- a. Any decision which requires the payment of monies that are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by Town Meeting. If necessary, the decision will be acted upon at the next Annual or Special Town Meeting.
- b. The decision of the arbitrator shall not be arbitrary or capricious or violate, misinterpret, or misapply any state or federal laws or regulations or this Agreement.
- c. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree in writing to modify the scope of the hearing.
- d. The arbitrator's decision may be reviewed under G.L. c. 150C.

#### ARTICLE IV: LICENSES

The Town shall reimburse all bargaining unit members for continuing education course fees and license renewal fees for hoisting and CDL licenses. Costs of courses and licenses for new CDL and hoisting licenses may be reimbursed at the discretion of the Public Works Director and as funding and scheduling allows. Any truck driver with a Class A CDL license who obtains the 2A, 1C, 4H & 4G hoisting licenses shall be reclassified from the Truck Driver's grade to the Machine Operator's grade. Any Transfer Station Attendant or custodian who obtains a class A CDL driver's license and 2A, 1C hoisting license shall be reclassified to the Truck Driver's grade.

#### ARTICLE V: TEMPERATURE:

Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Director. Should the Director order the suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. However, the director may reassign the men to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

#### ARTICLE VI: HOURS OF WORK:

A. General Provisions: The regular hours of work each day shall be consecutive except for interruptions for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations (including, by way of example and not by way of limitation, winter storm events), work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

B. Schedule for Employees Other Than Transfer Station Employees: The workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, with a one-half hour lunch, inclusive, except for employees in continuous operations, discussed below. The normal workday shall consist of eight (8) consecutive hours, 7:00am to 3:00pm, within the twenty-four (24) hour period. The half-hour lunch shall be at 12:00 P.M., or as directed by the DPW Director.

C. Transfer Station Employees: The Transfer Station will be open 7:30am to 3:30pm seven (7) days a week, except from November 1 through April 30. Lunch breaks are alternated between 11:30 A.M. and 12:30 P.M. unless operational taskings dictate differently. Deviations from this lunch schedule, including those resulting from operational taskings, must be approved by the DPW Director or DPW Foreman. Except during the period from November 1 through April 30, the Transfer Station will be open on a 5/2 schedule, exclusive of holidays noted below, and shifts will be bid by seniority among those employees already employed by the DPW at the Transfer Station. Shifts shall include two consecutive days leave.

During the period from November 1 through April 30, the Transfer Station shall be open five (5) days a week and closed on Wednesdays and Thursdays. During this period of time, Wednesdays and Thursdays shall be the days off for the Transfer Station employees.

The Transfer Station will be closed on  $\frac{1}{2}$  day before New Year's Day, New Year's Day, Easter Sunday, Thanksgiving Day, Friday after Thanksgiving,  $\frac{1}{2}$  day before Christmas Day, Christmas Day, Martin Luther King Day, President's Day, Patriot's Day, Columbus Day, and Veteran's Day

On slow days, Transfer Station personnel may be reassigned to other jobs within the Department; and Saturdays will normally have up to three (3) employees assigned to the Transfer Station during the period of time that it open seven (7) days a week, at the discretion of the DPW Superintendent.

For the purposes of interpreting Transfer Station hours of work under this Agreement, the sixth consecutive work day will be considered the same as a Saturday, and the seventh consecutive work day shall be considered the same as a Sunday.

#### ARTICLE VII: OVERTIME:

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

Any employee called back to work on the same day after having completed his assigned work and having left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half (1 1/2).

All employees are subject to call-in for winter storm events and other emergencies as designated by the Director or the Director's designee. All employees are expected to answer their cell phones and respond to such call-in by reporting to work. Any employee who fails to do so on three (3) or more occasions during a fiscal year, without being excused (either in advance of or subsequent to the call-in) by the Director in the Director's exercise of reasonable discretion, shall be subject to discipline. Said discipline shall commence with a written warning on the fourth unexcused failure to respond or report. All bargaining unit members who respond to winter storm events and other emergencies and work a continuous 10-hour shift shall be allotted one personal day per 10-hour shift worked for a total of up to two (2) personal days each fiscal year. Said personal days shall be in addition to personal days indicated in Article XIV but must be used between January 1 and April 1 of the fiscal year in which they are granted. Notice of personal day use shall be provided as outlined in Article XIV.

Overtime shall be equally and impartially distributed among the permanent or full-time employees in the DPW who ordinarily perform such related work in the normal course of their workweek, and a list shall be established showing such overtime distributed. The list shall be furnished by the Employer and posted on the department bulletin board. The Union or its agent shall have the right to examine the list at their option. Overtime refused shall be considered overtime worked for the purposes of the above described distribution.

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Foreman of the division involved.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

#### ARTICLE VIII: UNION REPRESENTATIVES:

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off to investigate and settle grievances and to attend state conventions without loss of pay. The attendance at state conventions shall be at the discretion of the Director.

When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to a Union representative to meet with such employees. The Employer shall notify the Union upon the hiring of a new bargaining unit employee.

#### ARTICLE IX: MEAL PERIODS:

All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

#### ARTICLE X: REST PERIODS:

All employees' work schedules shall provide for a rest period during the morning shift. The rest period shall begin at 9:00 A.M. and end at 9:15 A.M., unless taskings dictate differently. Deviations, including those resulting from operational taskings, must be approved by the DPW Director or DPW Foreman.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

#### ARTICLE XI: HOLIDAYS:

The following days shall be considered to be guaranteed paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Patriot's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Full Day after Thanksgiving  
Full Day before Christmas  
Christmas Day  
Full Day before New Year's Day

And any other day that is declared by the Federal Government, the Governor of the Commonwealth of Massachusetts, and/or the Truro Board of Selectmen.

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

Holiday pay shall be eight (8) hours pay at straight time rate.

Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to time and one-half (1 1/2) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, double time his regular rate of pay will be paid for all hours over eight (8).

## ARTICLE XII: SICK LEAVE:

Each employee shall be credited with sick leave pay at the rate of one and one quarter (1 1/4) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Sick leave shall be accumulated without limit.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the immediate family, spouse, and children living in the same household.

Should an employee be absent from work due to injury directly attributed to the employee's employment, other than as a result of the employee's gross negligence, time absent shall not be deducted from the employee's sick leave credits and the salary or wage paid to such employee during such absence shall, for a period not to exceed six (6) months, be at the employee's regular rate of compensation less any payment received from worker's compensation or any other insurance paid by the Town, except that paid as compensation for medical expenses.

Employees hired after June 30, 2011 will be eligible for the above stated benefit for a period not to exceed three months employee's sick leave credits and the salary or wage paid to such an employee during such absence and shall be at the employee's regular rate of compensation. This six (6) month absence may be extended, in extraordinary circumstances, at the discretion of the Town Manager.

Upon retirement, or upon voluntary separation after six (6) consecutive years of service, an employee shall be paid thirty percent (30%) of all accumulated sick leave at the current rate of pay at the time of retirement. Employees hired after June 30, 2011 will be eligible upon separation after ten (10) years consecutive years of service to be paid (25%) of all accumulated sick leave at the current rate of pay at the time of retirement. In the event of death, the employee's estate will be paid according to this article.

An employee receiving worker's compensation may be requested by the employer to submit to a medical examination by a registered physician furnished and paid for by the employer. The employee may have a physician provided and paid for by him/her at the examination. It is the duty of the employer to file a copy of the report with the State Division of Industrial Accidents when such report is to be used as a basis for an order.

If the medical report provides that the employee is capable of returning to the job held at the time of injury, or to light duty consistent with the employee's physical or mental condition, as reported by said physician, the employer may take steps consistent with MGL, c.152 to modify or terminate the worker's compensation benefits.

The employer may terminate the employee's worker compensation benefits immediately if the employee's treating physician reports he/she is capable of returning to the job previously held or to light duty.

Employees assigned to light duty will perform work in addition to, not a replacement of, work performed by another employee. Such assignments shall include a core function of the job, and will not place an undue burden on other employees.

Employees hired after June 30, 2011 shall not be eligible to accumulate more than 100 days sick leave.

Employees with more than six (6) years of continuous full-time employment with the Town may elect to be paid for up to ten (10) days of accrued, unused sick leave at their regular daily rate of pay then in effect, provided they notify the Director in writing of this election no later than November 1 of the year in which they are making the election. If timely notice is given, this payment for unused sick leave shall be made in the last pay period of December of that year.

Sick time may be used in hourly increments.

The Director may request a medical note signed by a physician for sick leave absences of three or more consecutive days.

#### ARTICLE XIII: BEREAVEMENT LEAVE:

In the event of the death of a member of the immediate family of an employee, said employee will be granted leave without loss of pay not to exceed five (5) days. Said leave will not be charged to sick leave or vacation leave. The employee shall not be required to take said leave immediately after death of person, but may request said leave to be granted commensurate with the funeral and related necessary arrangements. For the purpose of this article, immediate family shall mean spouse or domestic partner of employee, parents or step-parents of employee or spouse, children or step-children, brother, sister, grandparent, and grandchild of employee.

#### ARTICLE XIV: PERSONAL LEAVE:

Employees shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one calendar year. Two (2) days' notice shall be given in advance to the Employer by the employee whenever possible.

An employee employed at least six (6) months shall earn 1.5 personal days with the understanding that 1.5 personal days will be credited after the first six (6) months of employment. Thereafter an employee shall earn three (3) personal days annually, starting at the beginning of the next calendar year.

Personal day time may be taken in one (1) hour increments. In the event that Town Hall employees are issued an "Emergency Day" (i.e., a non-holiday when Town Offices are closed and the employees are not required to work but are paid for the day and their PTO is not charged) for a full day, the bargaining unit members who actually work that day shall be granted an additional personal day which must be taken within sixty (60) days.

#### ARTICLE XV: JURY DUTY:

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

#### ARTICLE XVI: VACATIONS:

In accordance with the following rules and regulations, all regular full-time employees are entitled to annual vacations as follows:

<u>Time in Service (Years)</u>	<u>Days of Vacation Per Months</u> <u>January through October</u>	<u>Maximum Accrued Not to Exceed (days)</u>
0-1	1.0	20
1-2	1.1	20
2-3	1.2	20
3-4	1.3	20
4-5	1.4	20
5-6	1.5	25
6-7	1.6	25
7-8	1.7	25
8-9	1.8	25
9-10	1.9	25
10-11	2.0	30
11-12	2.1	30
12-13	2.2	30
13-14	2.3	30
14-15	2.4	30
15-on	2.5	30

Vacation time will be awarded at the end of the month for each full month of employment during the months January through October.

Vacation time may be used in one-hour (1) hour increments.

All requests for vacation are to be submitted to the Director in writing at least four (4) days in advance of said vacation, and seven (7) calendar days in advance if said vacation consists of five days or more, unless the request is for reason of emergency, and then it shall be submitted in writing at the earliest possible time. Between November 15 and April 15, the Director shall grant the request for vacation if (a) there are no more than 3 employees scheduled for vacation at that time and granting the request would not result in more than three (3) CDL/hoisting license holders being on vacation at the same time, and (b) there is no bona fide department emergency at that time. If multiple vacation requests are received and granting more than one of them would violate the restrictions contained in this section, the Director shall resolve such conflicts in favor of the request(s) received first or in the event of requests received on the same day, in favor of

the more senior requestors. The Director shall notify the employee within three (3) working days of receiving said request for approval or denial of said request and if approved it shall be posted.

The Director may, in the Director's sole discretion, grant vacation to more than one (1) employee of the same classification at a time, and may grant vacation to an employee between November 15 and April 15, and may grant an employee vacation during a department emergency, provided, however, that any exercise of discretion or failure to exercise discretion by the Director in this area shall not be subject to a grievance.

As referred to in this Article, a vacation period of one week's duration shall mean the number of days, shifts, or hours off with pay within a week's time as an employee is normally required to work within a week's time.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional work day.

An employee who has been requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one-half (1 1/2) of his regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period of time the employee may request.

Employees with more than six (6) years of continuous full-time employment with the Town may elect to be paid for up to five (5) days of accrued, unused vacation days at their regular daily rate of pay then in effect, provided they notify the Director in writing of this election no later than May 1 of the year in which they are making the election. If timely notice is given, this payment for unused vacation days shall be made in the last pay period of June of that year.

#### ARTICLE XVII: SENIORITY:

The length of service of the employee in the service of the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of hours of work, and decrease or increase of the working force, and vacations.

#### ARTICLE XVIII: UNIFORMS AND PROTECTIVE CLOTHING:

Employees are required to wear uniforms, protective clothing, or any type of protective device as a condition of employment. Such protective clothing and devices shall be furnished to the Employee by the Employer. Such uniforms, approved by the Director of the Department of Public Works, will be acquired by the employee and at the employee's expense. The cost of maintaining the protective clothing and devices in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer. The cost of maintaining the uniforms in proper working condition and cleanliness (including tailoring, dry cleaning, and laundering) shall be paid by the Employee. The uniform, protective clothing or protective device

shall be worn by the Employee when directed by the Employer, when deemed appropriate. The Employee shall report to work in the appropriate approved uniform.

The Employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.

An annual allowance of Five Hundred and Ninety-nine dollars (\$599.00) shall be given to each employee for the purpose of purchasing and maintaining all uniforms and work boots or footwear. Such allowances will be paid annually on in two installments, the first pay date of October and the first pay date of April of each fiscal year.

The Employer agrees to provide each employee the following items of a clean work uniform as necessary, and required protective clothing, at the sole expense of the Employer:

- A. Ball cap and T-shirts with Truro DPW logo in the summer; and safety colored shirts and safety colored vests, provided by the Town are to be worn at all times, if not worn, the employee is subject to disciplinary procedures. The Director will purchase the safety shirts and sweatshirts.
- B. Back support brace or harness.
- C. Shirts and sweatshirts provided by the Town shall not be altered.
- D. Summer use of sleeveless shirts as approved by the Director.

Each Employee agrees to purchase and maintain the following items of a clean work uniform as necessary, at the sole expense of the Employee:

- A. Work uniform consisting of work shirts, pants, jacket(s), cold weather parka and vest; and
- B. Work uniform may include neat store bought shorts, not cut-offs, from April through October, when approved by the DPW Superintendent or designee.

#### ARTICLE XIX: HEALTH AND WELFARE:

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject.

The Employer agrees to pay a contribution towards the group health and life insurance premium of the employees covered by this Agreement equivalent to 65% of the cost of said premiums.

There shall be a Town Employee Health Insurance Advisory Committee composed of eight (8) members, one (1) member designated by each Union and/or large Department, and the remainder designated by the Town in accordance with MGL c.32B s. 3. The purpose of the Committee is to advise the Town on employee health insurance matters.

The Town and the Union acknowledge that the Town is a member of the Cape Cod Municipal Health Group (CCMHG). The parties acknowledge that the CCMHG has and continues to provide excellent benefits at an affordable cost for all eligible participating

employees of the Town. Considering such, the Union specifically waives any right to bargain over any and all changes made by the CCMHG to the plan(s) and benefits offered by the CCMHG.

#### ARTICLE XX: SAFETY COMMITTEE:

There shall be a Town Safety Committee composed of nine (9) members, one (1) member designated by each Union and/or large Department, and one (1) member designated by the Town. The purpose of the Committee is to advise the Town relative to on-the-job safety issues. It holds no regulatory power nor legal standing. The Union and the Town share equally in the responsibility to implement this Article of the Agreement.

The Safety Committee shall review workplace safety and accident history, and recommend areas for improvement of the health and safety of the employees.

In the event the Safety Committee shall agree upon any proposed rule, policy or regulation, the same shall be submitted to the Town Manager for consideration and response.

If a unanimous agreement cannot be reached, a minority report may be submitted to the Town Manager for consideration.

#### ARTICLE XXI: CLASSIFICATION PLAN AND PAY RATES:

In this agreement and made part of it as Appendix A. shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

The Employer agrees to pay for all special licenses used in the performance of the Employees job description.

#### ARTICLE XXII: LONGEVITY:

It is agreed that after an employee completes his/her sixth (6<sup>th</sup>) consecutive year of service, he/she shall receive a longevity bonus of two hundred and fifteen (\$215.00) dollars. Each year thereafter he/she shall have said longevity increased sixty-five (\$65.00) dollars for each year of service. Upon completion of an employee's twentieth (20<sup>th</sup>) year of service, said bonus shall increase to one hundred and fifteen dollars (\$115.00) for each year of service over twenty (20). Upon completion of an employee's twenty-fifth (25<sup>th</sup>) year of service, said bonus shall increase to one hundred and sixty-five dollars (\$165.00) for each year of service over twenty-five (25). This longevity payment shall be paid on the first pay period of December of each year.

#### ARTICLE XXIII: JOB POSTING AND BIDDING

The Employer reserves the right to decide if and when to fill a vacant position. If a vacant position is to be filled, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) working days.

Within twenty (20) work days of expiration of the posting period, the Employer may award the position to the most senior applicant qualified, as determined by the Employer, as long as the Employer's decision is not done in an arbitrary or capricious manner.

If there is not a qualified applicant within the bargaining unit, the Employer may go outside the bargaining unit to fill the position with a qualified applicant.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If the Employer or the Employee decides at any time during the ninety (90) day trial period that the Employee is unable to satisfactorily perform the duties of the position, the Employee shall be returned to the old position and rate.

#### ARTICLE XXIV: MANAGEMENT RIGHTS

Except as otherwise expressly modified by provisions of this Agreement (and applicable law), the Employer retains all (regular and customary) rights (and prerogatives of municipal management) which it would have in the absence of such Agreement. Without limiting the generality of the foregoing, and by way of example and not limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its Employees at any time, to determine the qualifications for and select its Employees, to assign Employee's jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the schedules of work, to determine the methods, processes and means of accomplishing work, and to discipline or discharge Employees for just cause.

#### ARTICLE XXV: DURATION:

This Agreement shall be effective for the period beginning July 1, 2022 and shall terminate automatically at midnight on June 30, 2025.

Should either or both parties desire to negotiate a new Collective Bargaining Agreement for the succeeding year, such party or parties shall, not more than 150 days nor less than 30 days prior to the expiration date of this Agreement, give notice in writing to the other party by certified or registered mail, return receipt, setting forth in such notice a full list of all proposals, changes, and modifications desired by the party giving notice.

The party initiating such notice of desired change shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

Should either or both parties fail to reach agreement on a new Collective Bargaining Agreement for the succeeding year, upon expiration of the existing Agreement, the existing Agreement will be automatically extended for one year, or until such time as a new Agreement can be reached, if the new Agreement is reached within one year from the expiration of the existing Agreement.

## ARTICLE XXVI: SMALL NECESSITIES LEAVE ACT

Employees who are eligible for twenty-four (24) hours leave pursuant to the Small Necessities Leave Act (G.L. Chapter 149, Section 52D) must substitute any accrued paid vacation leave or personal leave for any of the leave provided under the Act. To be entitled to leave employees must provide notice to the Department Head as follows:

- a. If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance; or
- b. If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case; and Employees must complete the attached certificate form.

### Employee's Certification

I certify that on I will/did take hours of leave for the following purpose:

To participate in school activities directly related to the education or advancement of a son or daughter.

To accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations.

To accompany an elderly relative to routine medical or dental appointments or for other professional services related to the elder's case.

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

## ARTICLE XXVII: USE OF VOLUNTEERS

Employer and the Union hereby agree to accept the use of individual Town volunteers to perform additional DPW Department work through the Town Senior Tax Abatement Work-Off Program. Said volunteers to be supervised by the foreman or site supervisors, as may be applicable.

## ARTICLE XXIX: MISCELLANEOUS

**Cell Phones:** Any employee not utilizing a Town-assigned cell phone shall be eligible to receive a stipend of \$300 per year for use of their personal cell phone for Town purposes, subject to the conditions below:

1. On or before June 1 of each year (commencing 2015), an employee seeking this stipend shall produce receipts or other evidence satisfactory to the Director to establish that the employee maintained an operational cell phone with a number

known to the Director and other Town employees as necessary for the preceding 12 months; and

2. In the exclusive judgment of the Director, the employee shall have been reasonably accessible via that cell phone to the Director and other Town employees for Town business purposes during the preceding 12 months.

Provided these conditions are satisfied, the employee shall receive the stipend, less applicable taxes and other withholdings, in the last pay period of July.

The Town will provide a cell phone to any employee who is unwilling or unable to utilize their own cell phone for Town purposes when necessary if the Town, in its sole discretion, deems it necessary for such an employee to have a Town cell phone. The Town will also maintain a bank of cell phones for snow emergencies if the Town, in its sole discretion, deems that necessary or desirable.

Probationary Status: Despite any provision of this Agreement to the contrary, any employee hired by the Town on or after July 1, 2014 shall be deemed probationary for the first six (6) months of their employment. During this probationary period, the probationary employee shall be deemed an employee "at will"; shall be subject to discharge with or without cause; and shall not be entitled to avail themselves of the grievance provisions of this Agreement. Probationary employees shall accrue no seniority, but shall accrue sick leave, personal leave, and vacation time. However, during the probationary period, only sick leave and bereavement leave may be used, if needed, and there shall be no buyback of any accrued, unused benefits, other than vacation, upon a probationary employee's termination or separation from Town employment.

Flexible Spending: The Town shall make Section 125 cafeteria plan Flexible Spending Accounts available to all members of the bargaining unit. Such Accounts shall include Dependent Care and Healthcare following Internal Revenue Service (IRS) guidelines within six months of ratification of the Memorandum of Agreement dated March 23, 2023. The Town will pay the initial plan set up and monthly administration fee on behalf of employees.

Health Care Opt-Out: The Town shall make a "Health Care Opt-Out payment" program available to all members of the bargaining unit. Eligible employees will be paid a stipend of \$4,000 for a family plan opt out and \$2,000 for a single person opt out. The opt-out payment will be issued on a monthly basis to eligible employees who decline health insurance coverage through the Town and who provide proof of alternative health care plans for the employee and all spouses/dependents. Employees shall be required as a condition of participation in the opt out plan to execute a voluntary waiver of health insurance on a form to be determined by the Town.

IN WITNESS WHEREOF, The Employer in the name of the Selectmen of the Town of Truro, has caused this Agreement to be executed and the Union has executed this Agreement in its name and behalf of the employees represented by the Union by the Officers duly authorized to

do so by Local 1462, State, Council #93, affiliated with the American Federation of State, County, and Municipal Employee.

SELECT BOARD  
FOR THE EMPLOYER

*Daniel K. Langeman*

Town Manager on  
behalf of the Truro  
Select Board

11/3/2023

Date

FOR THE UNION

*Ally*

Shop Steward

*Scott E. Taveria*

AFSCME Representative

**APPENDIX A CLASSIFICATION PLAN AND PAY RATES:**

Attached as "Sheet 1"

<b>Title</b>	<b>Grade</b>
Foreman - Mechanic	5
Facilities Manager/Building Maintenance Supervisor	4
Transfer Station Supervisor	4
Building Maintenance Lead	3
Machine Operator	3
Truck Driver	2
Assistant Custodian	1
Assistant Transfer Station Attendant	1

BEFORE COLA											
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	
1 - Hourly	23.80	24.51	25.25	26.00	26.78	27.59	28.42	29.27	30.15	31.05	
2 - Hourly	24.99	25.74	26.51	27.31	28.12	28.97	29.84	30.73	31.65	32.60	
3 - Hourly	26.24	27.02	27.84	28.67	29.53	30.42	31.33	32.27	33.24	34.23	
4 - Hourly	27.64	28.47	29.33	30.21	31.11	32.05	33.01	34.00	35.02	36.07	
5 - Hourly	30.41	31.32	32.26	33.23	34.23	35.25	36.31	37.40	38.52	39.68	

Comp Scales										
FY2023 - 3%										
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1 - Hourly	24.51	25.25	26.00	26.78	27.59	28.42	29.27	30.15	31.05	31.98
2 - Hourly	25.74	26.51	27.31	28.12	28.97	29.84	30.73	31.65	32.60	33.58
3 - Hourly	27.02	27.84	28.67	29.53	30.42	31.33	32.27	33.24	34.23	35.26
4 - Hourly	28.47	29.33	30.21	31.11	32.05	33.01	34.00	35.02	36.07	37.15
5 - Hourly	31.32	32.26	33.23	34.23	35.25	36.31	37.40	38.52	39.68	40.87

Comp Scales										
FY2024 - 2.5%										
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1 - Hourly	25.12	25.68	26.66	27.45	28.27	29.13	30.00	30.90	31.83	32.78
2 - Hourly	26.38	27.17	27.99	28.83	29.69	30.58	31.50	32.45	33.42	34.42
3 - Hourly	27.70	28.53	29.39	30.27	31.18	32.11	33.08	34.07	35.09	36.14
4 - Hourly	29.19	30.06	30.96	31.89	32.85	33.83	34.85	35.89	36.97	38.08
5 - Hourly	32.10	33.07	34.06	35.08	36.13	37.22	38.33	39.48	40.67	41.89

Comp Scales										
FY2025 - 2.5%										
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1 - Hourly	25.75	26.53	27.32	28.14	28.99	29.85	30.75	31.67	32.62	33.60
2 - Hourly	27.04	27.85	28.69	29.55	30.43	31.35	32.29	33.26	34.25	35.28
3 - Hourly	28.39	29.24	30.12	31.03	31.96	32.91	33.90	34.92	35.97	37.05
4 - Hourly	29.92	30.81	31.74	32.69	33.67	34.68	35.72	36.79	37.90	39.03
5 - Hourly	32.91	33.89	34.91	35.96	37.04	38.15	39.29	40.47	41.69	42.94