

**OFF THE RECORD PROPOSAL  
BY THE TOWN OF TRURO  
TO THE  
TRURO PERMANENT FIREFIGHTERS UNION**  
April 24, 2023

1. The town propose that article 9 be amended to include the following:

Sick Bank. Commencing in Fiscal Year 2023 in the month that this Agreement is executed, all bargaining unit employees shall contribute 0.25 days per month, until such time as the sick bank reaches a balance of one hundred fifty (150) days, at which time employee deductions will stop. Employee deductions of 0.25 days per month will restart when the sick bank balance drops below seventy-five (75) days or less. If at any time the sick bank account falls below 24 days, each bargaining unit employee will be assessed an additional three (3) days to restock the sick bank. Sick bank time is available for use by other bargaining unit employees only after they have exhausted their individual sick, personal and vacation time. The sick bank is intended to be used in case of an extended illness.

Sick Bank Committee. A Sick Bank Committee shall be formed to oversee the use and operation of the Sick Bank, and to formulate additional working policies not outlined in this agreement and shall be comprised of three (3) bargaining unit employees. Majority rule shall apply when a vote of the Committee is required. The Committee shall report monthly on the activity of the bank, to include all contributions and withdrawals from the bank (including the names of those contributing/ withdrawing), starting and ending balance of the bank for the month. Any new working policies developed shall not supersede any provisions of this Agreement, and in the event of a conflict, the provisions of this Agreement shall take precedence.

2. The Town proposes that the terms of the current collective bargaining agreement remain in force and effect except to the extent the parties agree to specific amendment.
3. The Town proposes that the term "tour" be deleted and replaced with the "hour" equivalent.
4. The Town proposes a \$50 per month cell phone reimbursement AND/OR accept the issuance of a Town-procured cell phone and plan if the phone is to be supplied to each member.
5. The Town proposes that the town and the union agree to implement the Classification and Compensation Study Scales effective July 1, 2022 and that bargaining unit members continue to be paid on a 42 hour per week basis as follows:

10% Between Each Grade and a 30% Range Spread and based on 2080 hours										
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
<b>5 - Hourly</b>	30.41	31.32	32.26	33.23	34.23	35.25	36.31	37.40	38.52	39.68
<b>6 - Hourly</b>	33.45	34.45	35.49	36.55	37.65	38.78	39.94	41.14	42.37	43.64
<b>7 - Hourly</b>	36.79	37.90	39.04	40.21	41.41	42.65	43.93	45.25	46.61	48.01
Directors and Senior Managers										
10% Between Each Grade and a 30% Range Spread										
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
<b>8 - Hourly</b>	40.87	42.09	43.35	44.65	45.99	47.37	48.80	50.26	51.77	53.32

The Town further proposes that members of the bargaining unit hired on or before August 15, 2018 will receive a step increase effective January 1, 2023.

6. The Town proposes that a new section to be added to the agreement providing that:

The Town will provide annual certification stipends in the following amounts to employees assigned to a certified role. All assignments will be determined by a competitive process to be conducted by the Chief in January of odd numbered years. Lapse in certification, final discipline, poor performance review, or separation from the Town will render the assigned employee ineligible for the assignment.

The process to assign is as follows:

Assignments made to the UAV program, EMS Officer/DICO, and Fire Inspector positions for qualified individuals will be based off a selection process that includes a three-person interview panel that includes the Fire Chief who will evaluate each candidate's experience, education, and other qualifications that have prepared them for the position they are applying for. The panel members will ask a series of job and certification related questions and take notes during the interview.

1. (1 total billet) Assignment of a single " EMS Officer/Designated Infection Control Officer (DICO) " to be paid \$4,000 annually.
2. (Unlimited billets) Certified Fire Officer I or Certified Fire Officer II to be paid \$200 annually for Fire Officer I and \$400 annually for Fire Officer II.
3. (2 total billets) Assignment of either Certified Fire Inspector I or Fire Inspector II to be paid \$200 annually for Fire Inspector I and \$400 annually for Fire Inspector II.
4. (Unlimited billets) Certified Fire Instructor I to be paid \$200 annually.
5. (4 assigned billets) appointments of Certified Small Unmanned Aircraft Systems (sUAS) part 107 to be paid \$300 annually.

For all assignments except EMS Officer/ DICO: Stipends for Certifications are issued one time on the first payroll in December for the calendar year in which is paid, with the first year not being pro-rated.

For EMS Officer/DICO assignment: Vacated assignment will be filled within 60 days and the assignment will expire on December 31st of the even year. The stipend will be apportioned and paid out in equal parts on each payroll over the course of the year and is pro-rated in the first year or any portion of the year assigned.

7. The Town proposes the following increases to the base wages as set out in paragraph 5 above.

July 1, 2022	3.0 %
July 1, 2023	2.5 %
July 1, 2024	2.5 %

8. The Town proposes that the contract be amended to add the following language: "All bargaining unit members shall be required to maintain such certifications they receive during the course of their employment with the Town."
9. The Town proposes that Article 19.1.1 be amended by deleting the current language and replacing it with "Upon the grant of a retirement by the Barnstable County Retirement Board or death, the employee, or his or her estate, will be paid for any unused sick days at a rate of twenty-five (25) percent of their pay rate at the time of their retirement or death."
10. The Town proposes to amend Article 24 by adding a new section 3 to provide that Employees stop accruing sick and vacation time after IOD goes past 6 months.
11. The town proposes a new article: Educational Differential

Section 1 Educational Incentive In addition to the wage rates established by this agreement, the Employer shall pay a premium for successful completion of degrees in Fire Science, Fire Service Management, Emergency Management, Homeland Security and any other degrees approved by the Town Manager

Payments annually on the nearest pay period to July 1st, to employees who have completed at least one (1) year of service or end of probationary period with the Town of Truro Fire Department:

- A. \$2,000 per year for a Associates Degree.
- B. \$3,000 per year for a Bachelor's Degree.
- C. \$3,500 per year for a Master's Degree.

12. The town purposes to add a tuition reimbursement program which would provide for the reimbursement of \$5,000 in tuition upon completion of the program, \$5,000 after completion of one year of service and \$5,000 at the completion of two years of service.
13. The Employer agrees to make available to all members of the bargaining unit "section 125 cafeteria plan Flexible Spending Accounts" to include Dependent Care and Healthcare following Internal Revenue Service (IRS) guidelines within six months of ratification of the Agreement. The Town will pay the initial plan set up and monthly administration fee on behalf of employees.

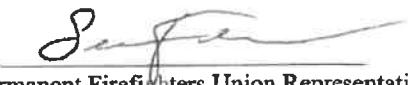
14. The Employer agrees to make available to all members of the bargaining unit a "Health Care Opt-Out payment" program within three months of ratification of the agreement. Eligible employees will be paid a stipend of \$4,000 for a family plan opt out and \$2,000 for a single person opt out. The opt-out 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.

15. The Town proposes that the parties adopt the "Social Media" and "drug and Alcohol" policies attached hereto and marked as "1" and "2".

856573/TRUR/0064

  
Darrin Tangeman  
Town Manager

5/16/2023  
Date

  
Truro Permanent Firefighters Union Representative  
Sean Ferguson

5/16/23  
Date

**AGREEMENT**  
**BETWEEN THE TOWN OF TRURO**  
**and**  
**TRURO PERMANENT FIREFIGHTERS LOCAL 5281**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

**July 1, 2021 to June 30, 2022**

This Agreement, effective as of July 1, 2021, entered into by and between TOWN OF TRURO, hereinafter referred to as the "Employer", and the TRURO PERMANENT FIREFIGHTERS LOCAL 5281, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Employer and such of its Employees who are within the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered, and a more equitable employment relationship established.

## ARTICLE 1 UNION RECOGNITION

The Town recognizes the Union as the exclusive representative bargaining agent for a bargaining unit consisting of all regular full-time firefighters in the Fire Department, excluding the Fire Chief, Deputy Fire Chief, Captain, all Non-Permanent Firefighters, Call Firefighters and all other employees of the Town of Truro.

The term "all regular full-time firefighters" below the rank of Captain as used herein, shall hereinafter be referred to as "employees" and as used herein, refers to each person in the bargaining unit.

## ARTICLE 2 RIGHTS OF MANAGEMENT

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town, acting through its Select Board, Town Manager, and Fire Chief or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent, or other means to manage and control the Fire Department and its employees. Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. The exercise of such rights and prerogatives shall not be subject to the grievance and arbitration procedure. These rights shall include but not be limited to the following:

- Section 1      To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purpose of the Town.
- Section 2      After bargaining the impact with the Union to establish or continue policies, practices, and procedures for the conduct of the Town business and from time to time, to change or abolish such policies, practices, or procedures.
- Section 3      To discontinue processes or operations or to discontinue their performance by employees.
- Section 4      To select and determine the number and types of employees required to perform the Town's operation.

Section 5 To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

Section 6 To ensure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

Section 7 Nothing in this Article shall either diminish or infringe on any and all rights or obligations afforded the Union either by law, custom, practice or precedent.

### **ARTICLE 3** **UNION SECURITY**

The Employer agrees not to discharge, discriminate, interfere, restrain or coerce in any way against employees covered by this Agreement, on account of Union membership or lawful Union activities as provided for in Chapter 150E of the General Laws of Massachusetts.

### **ARTICLE 4** **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement because of membership or non-membership in the Union, or because of race, sex, religion, creed, color, or national origin.

### **ARTICLE 5** **UNION DUES**

Union membership initiation fee assessments shall be deducted from the Employees' wages or salaries, and once each month, the Employer shall deduct membership dues from the wages or salaries of those individual Employees who request in writing that such deductions be made.

The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions, during the preceding month and after the deductions have been made, shall be submitted with an itemized statement to the Union Treasurer.

The Employer agrees that from and after the receipt of written authorization, to deduct membership dues from the wages or salaries of an employee, provided that the employer shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Employer may immediately cease making such deduction at any time on behalf of an employee who submits a revocation of authorization.

The employer shall incur no liability for loss of dues monies after depositing same properly addressed to the Federation in the U.S. Mail.

## ARTICLE 6 PUBLICATION OF COPIES OF THE CONTRACT

The Employer shall maintain an electronic copy of the then effective Collective Bargaining Agreement and amendments thereto.

## ARTICLE 7 BULLETIN BOARD

The Employer agrees to provide reasonable space as a designated Bulletin Board in an appropriate area at the Fire Station. Such space will be assigned to the Union for posting of notices that relate to the activities or interest of the Union.

## ARTICLE 8 DISCIPLINARY ACTION

No Fire Fighter shall be removed, dismissed, discharged, suspended, reduced in rank, except for just cause.

## ARTICLE 9 LAYOFFS

Section 1 The Fire Chief shall establish, maintain and post a seniority list. Whenever there is a change to the seniority list, the Fire Chief shall notify the members and provide an electronic copy to the Secretary of the Union within ten (10) days of when the change took effect. The list shall apply only to lay-offs and rehiring.

Section 2 Effective July 1, 2024, layoffs for lack of work or lack of money shall be made on the basis of reverse seniority based on the employees' start date with the Town, first within classification, then within rank, with higher classifications retaining the right to bump less senior employees in a lower classification should the situation arise; then with higher ranks retaining the right to bump less senior employees in a lower rank seniority should the situation arise. Higher classification for the purposes of this section shall be defined as a certified firefighter having current paramedic certification. Lower classification for the purposes of this

section shall be defined as a certified firefighter having a certification level below paramedic (i.e. EMT).

Seniority shall be determined from the hire date of full-time employment as a firefighter for the Town. In the event the Town hires multiple firefighters on the same date, Call and/or Per Diem time with the Town, if applicable, will be the determining factor when determining seniority for the multiple hires. If Call or Per Diem time is not applicable, then in the case of multiple hires it will be based on hiring process ranking/scores. Call time, Per Diem time, other Town employment, and employment in other towns shall not be factored into seniority unless described above. Disability, disciplinary actions, and approved leave of absences shall not be considered in determining seniority.

The length of continuous service as a full-time employee in the Truro Fire Department, shall determine the seniority of the employee.

Section 3      The Town agrees that any employee who hereafter resigns shall lose all rights to seniority.

## **ARTICLE 10** **UNIFORMS**

Section 1      The employer shall be responsible for providing, in the interest of safety and health, adequate and necessary clothing and equipment for the use of employees in the performance of their prime functions as Fire Fighters.

Section 2      The following 'set of turnout gear' must be supplied and maintained by the department for each firefighter. The department is responsible for repairing or replacing gear that has failed an inspection following NFPA standards. A 'set of turnout gear' shall be defined as follows:

1 Protective coat	1 Protective Trouser
1 Helmet	1 Pair of boots
1 Fire hood	1 Pair gloves- Fire resistant
1 Pair safety glasses	1 pair of suspenders for protective trousers

Section 3      The following uniform items are supplied at the time of appointment to the department, and not subtracted from uniform allowance.

4 Pair dark navy-blue pants	1 long sleeve class B shirt
2 short sleeve class B shirt	1 ANSI approved winter jacket
4 silk screened tee shirts	2 short sleeve embroidered polo shirts
2 long sleeve embroidered polo shirts	1 Pair of station boots
1 Black belt	

Section 4      After the first full year of employment the Annual uniform allowance for the fiscal years July 1 to June 30 shall be in the amount of \$850 held by the town of Truro and paid to the designated supply stores to replace uniform clothing, or for any Fire department personal

gear- related purchase approved by the Chief. If Said clothing or item is not offered at the designated supply stores which the town has accounts at, with the Chief/Deputy/or approved purchasing agent's approval, the said item can be purchased and reimbursed from employee's uniform allowance or paid directly by PO and withdrawn from said allowance.

Section 5      Uniforms and clothing that become required due to changes in working conditions or changes to safety standards as determined by the Employer or changes to such regulations as NFPA standards shall be the responsibility of the employer to supply to the employees.

## **ARTICLE 11** **HOURS OF DUTY FIREFIGHTERS**

Section 1      The Employer agrees to pay employees a set number of 42 hours per week even when the employees' scheduled hours may vary from that actual number. This equates to pay periods for employees of the fire fighting force to be equal to 84 hours for 26 pay periods a year. This 42-hour average rate will be for employee scheduled shifts which may be as many as 48 hours or few as 24 for the pay periods.

All personnel shall be assigned to a group and station. Groups may be changed but only with prior written notification to all employees involved.

Section 2      Group shifts will be scheduled on an 8-day period and will be one twenty-four-hour period on duty followed by a forty-eight-hour period off-duty, followed by the second twenty-four-hour shift on-duty, followed by ninety-six hours off-duty. The tours of duty will be from 0700 on the on-duty day and release of duty at 0700 the following shift. Employees may be held for additional duty if a shift will be below the minimum staffing requirements and those shifts will be paid at the eligible overtime rate of the held employee. The holds to meet the minimum staffing requirements will rotate through the shift starting with the least senior member and through the shift to most senior member as the need for holds presents itself. The 24- hour period on duty consists of one (10) hour day from 0700 to 1700 and one fourteen (14) hour night from 1700 to 0700.

Section 3      Swaps for an employee's shift may be made with another employee and must be paid back within three months of the requested swap and will not count as overtime or affect the employees' total hours worked for either pay period that the swaps may take place. Swaps are to be paid back at same increments they were made, hour for hour as to not effectively change the total numbers of hours worked for payroll and retirement calculation.

## **ARTICLE 12** **STAFFING**

Employees answering the need for call back to emergency duty shall be paid a minimum of three (3) hours of pay at the rate of 1.5 times their current base rate of pay from the time they respond to the call and must report to the station for duty until released by the on-duty crew. Dispatch shall be notified by the incoming member for accountability and payroll purposes.

## **ARTICLE 13** **OVERTIME**

Section 1 The parties agree that the Town has adopted a work schedule that averages 42 hours per week, with a schedule of 24-hours on, followed by 48 hours off, followed by 24 hours on, followed by 96 hours off. Overtime is calculated for any shifts worked beyond this regular schedule, excluding swaps as outlined in Article 11.

Section 2 There shall be no compensatory time in lieu of overtime cash payment for the time worked in excess of regularly scheduled work hours in the workweek.

Section 3 Overtime work shall be distributed fairly and equitably within the department as tracked in the Department's scheduling software.

Section 4 Personnel will not be allowed to work overtime until at least one (1) shift has passed from the conclusion of the tour of duty for which the employee took sick time. The aforementioned shall not apply in emergency situations or under extenuating circumstances where the Fire Chief is of the opinion that public safety or proper administration of the Department might be endangered or disrupted.

## **ARTICLE 14** **SALARY CLASSIFICATION**

The Town proposes the following table to serve as the pay scale for July 1, 2021 to June 30, 2022.

<u>FISCAL YEAR 2022 WAGE RATES</u>								
Grade:	Position:		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	FF/EMT/Basic	HOURLY	\$26.07	\$27.01	\$27.97	\$28.97	\$30.01	\$31.09
2	FF/EMT/Paramedic	HOURLY	\$27.98	\$28.98	\$30.01	\$31.09	\$32.20	\$33.36
3	FF/EMT/Lieutenant	HOURLY	\$32.18	\$33.10	\$34.05	\$35.07	\$36.12	\$37.20
4	FF/Paramedic/Lieutenant	HOURLY	\$33.56	\$34.48	\$35.43	\$36.45	\$37.50	\$38.58

## **ARTICLE 15** **HOLIDAY AND PERSONAL TIME**

Section 1 All full-time firefighters will be paid one day, which shall be equivalent to 12 hours of straight time for these holidays. If an employee is scheduled to work on a holiday listed and takes the day off, they forfeit the 12 hours of straight holiday pay.

New Year's Day  
Martin Luther King Day  
President's Day

Independence Day  
Labor Day  
Columbus Day

Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Friday after Thanksgiving Day	Day before New Year's Day
Day before Christmas Day	Christmas Day
Juneteenth	

Section 2 In addition, any special holidays as proclaimed by the local government shall be considered a holiday. All full-time firefighters will be paid 12 hours of Vacation time for these holidays.

Section 3 Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall be two (2) 12 hours segments for each calendar year and can be used at the employee's discretion, but subject to the approval of the Chief and may be denied if it required another full-time employee be ordered in. Employees shall give as much notice to the chief as possible to fill the shift.

### **ARTICLE 17** **VACATION**

Section 1 In accordance with the following rules and regulations, all regular full-time employees of all departments of the Town are entitled to vacation on a calendar year basis as set forth below and which may not be taken during the first six months of employment. Vacation time will be awarded at the end of the month for each full month of employment during the months of January through October.

The following vacation accrual rates and maximums pertain to full-time employees hired prior to July 1, 2021 with continuous employment from hire date:

<u>Time in Service (years)</u>	<u>Vacation Time</u>		<u>Maximum Accrual</u>	
	<u>Per Month- January through October</u>	<u>In Days</u>	<u>In Hours</u>	<u>Not to Exceed (In Days)</u>
0-1	1	12	20	240
1-2	1.1	13.2	20	240
2-3	1.2	14.4	20	240
3-4	1.3	15.6	20	240
4-5	1.4	16.8	20	240
5-6	1.5	18	25	300
6-7	1.6	19.2	25	300
7-8	1.7	20.4	25	300
8-9	1.8	21.6	25	300
9-10	1.9	22.8	25	300
10-11	2	24	30	360
11-12	2.1	25.2	30	360

12-13	2.2	26.4	30	360
13-14	2.3	27.6	30	360
14-15	2.4	28.8	30	360
15-on	2.5	30	30	360

The following vacation accrual rates and maximums pertain to full-time employees hired or re-hired on or after July 1, 2021:

<u>Time in Service (years)</u>	<u>Vacation Time</u>		<u>Maximum Accrual</u>	
	<u>Per Month- January through October</u>	<u>In Days (Based on 42 hour average work week)</u>	<u>In Hours</u>	<u>Not to Exceed (In Days)</u>
0-1	1	8.4	20	168
1-2	1.1	9.24	20	168
2-3	1.2	10.08	20	168
3-4	1.3	10.92	20	168
4-5	1.4	11.76	20	168
5-6	1.5	12.6	25	210
6-7	1.6	13.44	25	210
7-8	1.7	14.28	25	210
8-9	1.8	15.12	25	210
9-10	1.9	15.96	25	210
10-11	2	16.8	30	252
11-12	2.1	17.64	30	252
12-13	2.2	18.48	30	252
13-14	2.3	19.32	30	252
14-15	2.4	20.16	30	252
15-on	2.5	21	30	252

Vacation time granted and taken by an employee shall be in units of not less than one (1) full-day at the discretion of the department head. In addition, vacation days used to compensate for sick leave following exhaustion of sick leave credits, may be taken in units of not less than half day (.5) increments.

17.1.1      Presently Accrued Vacation - Vacation accrued prior to the effective date of this bylaw shall not be lost as a result of its adoption.

17.1.2 Vacation Time During Leaves of Absence - Employees are not entitled to earn vacation time during leaves of absence. (See Article 19 and Article 24).

Section 2 Rules for Vacation (See Sections 17.1 and 17.2)

17.2.1 Designation of Vacation Periods - The Town, through the Chief reserves the right to schedule vacation periods to employees in order to most conveniently meet the work program of the department.

17.2.2 Selection of Time Based on Seniority - In the event that the occasion arises whereby the selection and assignment of a particular vacation period by one employee conflicts with that of another, and a choice must be made, the decision of the department head will be based on seniority.

17.2.3 Compensation Upon Separation from Service - A regular full-time employee leaving the service of the Town who has vacation credits due him/her shall, upon his/her separation from the service of the Town, be compensated for said vacation time due him/her at his/her regular rate of pay.

17.2.4 Prior Credit for Town Service - In the event that any Town employee transfers from regular part-time service to regular full-time service and has been receiving pro-rata vacation and sick leave benefits, he/she shall be given credit for years of service in the part-time status toward credits to be earned for vacation and sick time on a full-time basis in accordance with the accrual schedule outlined above for employees hired or rehired on or after July 1, 2021.

17.2.5 Ten (10) Days Vacation Buy Back – Employees with more than six (6) years of permanent full time employment may be paid for up to ten (10) 12 hour shifts (120 total hours) of unused vacation leave at their regular daily rate of pay in effect for that year, under the following conditions:

- 17.2.5.1 Have no outstanding obligations to repay the Town for advance vacation and/or sick leave
- 17.2.5.2 Provide six (6) months advance notice to the Town Manager of their request
- 17.2.5.3 Authority to grant such requests is at the sole discretion of the Town Manager.
- 17.2.5.4 Payment for unused vacation leave shall be paid on the last pay period of December each year.

17.2.6 Maximum Vacation Accrual – Maximum vacation accrual will be calculated once per year on December 1. The maximum number of vacation days allowed to be accrued will be effective January 1<sup>st</sup> of each year. After an employee exercises their option to be paid for up to ten (10) days of unused accrued vacation leave in accordance with section 17.2.5, and if the employee still exceeds the maximum accrual permitted, the employee will not earn any additional vacation time until they have used their excess unused accrued vacation leave, and have reached an accrued vacation leave balance below the maximum accrual amount allowed.

Section 3 In the event of death from any cause, any vacation pay accrued up to the time of the employee's death shall be paid to the employee's estate.

Section 4 Employees will be eligible, in order of seniority, to request vacation blocks of one week in April for the period of May through October and in October for the period of November through April. A minimum of 25% of the employee's annual accrual total shall be scheduled during each of the two scheduling periods. Single shifts or days off may be requested to the Chief outside of these scheduling periods. All scheduling is subject to the Chief's approval (or the Chief's designee) and is subject to Department staffing. No two employees of the same group may request to use vacation time for the same shifts.

Section 5 Employees taking more than the one (1) consecutive tour of duty off will submit in writing or electronically the request no less than seven (7) calendar days of prior to the start of the time off. If employee vacation time is denied by the chief, a letter will be given to employee and union representative no less than 5 days before the scheduled time off.

## **ARTICLE 18** **HEALTH AND INSURANCE PLAN**

Town is responsible for 65% of employee's health insurance premium. Full-time employees who opt into the Town's health insurance program are responsible for 35% of health insurance premium.

## **ARTICLE 19** **EMPLOYEE LEAVE** **SICK LEAVE**

**Employees Entitled to Sick Leave** - All regular full-time employees who have been employed by the Town continuously for six months may be allowed sick leave as a privilege but not as a right. However, sick leave used prior to an employee reaching six (6) months employment may be granted at the discretion of the Town Manager. The following rules apply in the application of sick leave:

Section 1     Sick Leave Credits - Regular full-time employees shall earn annual sick leave credits upon the basis of 1.25 days (15 hours) for each full month of employment.

19.1.1     Sick Leave Buy Back - Upon retirement or death, the employee, or his or her estate, will be paid for any unused sick days at a rate of twenty five (25) percent of their pay rate at the time of their retirement or death. In addition, upon the voluntary separation of the employee after the completion of six (6) years of continuous employment, and at the discretion of the Town Manager, the employee will be paid for any unused sick leave credits, up to the maximum of one hundred fifty (150) days, at a rate of twenty five (25) percent of their pay rate at the time of their separation.

Section 2     Accumulation of Sick Leave Credits - Sick leave credits may be allowed to accumulate without limits.

19.2.1     Sick Leave Debits – Sick leave shall be debited in increments of half days (.5): (5 hour increments for day shift and 7 hour increments for night shift) as defined in Article 11, Section 2.

Section 3     Serious Illness in Home - Sick leave may be used for illnesses of family members residing in the home of the employee up to a limit of five days annually. Permission to use more than five days of sick leave for this purpose must be approved by the Town Manager.

Section 4     Notification of Absence Required - Every employee who is ill shall call or cause his department head to be called and to be notified of such illness previous to the start of his/her work day. If an employee does not provide such notification, sick leave benefits may be withheld for the absence.

Section 5     Examination by Physician - The Town reserves the right to require an employee's physician to submit a certificate for illness or injuries previous to payment for sick leave in excess of three consecutive days; to contact said physician; and to require an examination by a physician of the Town Manager's selection. An examination may also be required to certify the employee's fitness to return to work after an illness or injury.

19.5.1     The Town reserves the right to require an employee to submit to a fitness for duty evaluation(s) and/or independent medical examination(s) by a physician of the Town's selection at the Town's expense, when an employee is out of work and/or being considered for return to work after a work or non-work related injury or illness, and if the Town Manager has reason to question the employee's fitness for work; and to contact the employee's physician and to require that the employee sign a release for any medical records pertinent to the claimed illness or injury, or to a determination of fitness for duty. These medical records shall be kept

confidential and shall be shared with the Town's physician or released to its insurers only to assess the employee's claims or fitness for work.

Section 6      Vacation Credited to Sick Leave - Vacation credits may be applied to sick leave, if needed.

Section 7      Penalty for Abuse of Privileges - In the event of abuse of any regulation pertaining to sick leave privileges, the Town may disallow sick leave and may discipline or discharge an employee.

### **ARTICLE 20** **BEREAVEMENT LEAVE**

In the event of the death of a member of the immediate family of an employee, said employee will be granted leave from scheduled work without loss of pay not to exceed two (2) days (48 hours) consecutively at the time of death or funeral service in order to attend the funeral or take care of related arrangements. Said leave will not be charged to sick leave or vacation leave. For purposes of this section, immediate family shall mean spouse, parents of the employee or spouse, children or siblings.

### **ARTICLE 21** **LONGEVITY**

It is agreed that after a full-time employee completes his/her seventy second (72) continuous month of service, the employee shall receive a longevity bonus of three hundred (\$300) dollars, and then an additional ninety dollars (\$90) for each year of service afterward. Upon completion of an employee's twentieth year (20<sup>th</sup>) of service said bonus shall increase to one hundred and fifteen (\$115) for each year of service over twenty (20). Upon the completion of twenty-fifth year (25) of service the said bonus shall increase to one hundred and fifty dollars (\$150) for each year of service over twenty-five (25).

### **ARTICLE 22** **HIRING / VACANCIES / NEW POSITIONS**

Section 1      In the event of Rank or Title job opening, the employer will post the position, pay scale, and job description on the bulletin board on the first floor of the fire station. This notice will be posted in house for ten (10) calendar days within twenty (20) calendar days of the expiration of the posting period. The employer may award the position to the most qualified applicant as determined by employer.

If there is no qualified applicant within the bargaining unit the employer may go outside the bargaining unit to fill the position. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the positions 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.

Section 2 The first year of employment shall be a probationary period. During the first year of employment the fire chief will do detailed quarterly reviews of the employee's work performance. The fire chief may terminate an employee on probation if his or her performance does not meet standards. Employees on probation will not have access to the grievance procedure. After the first year there will be an annual performance review on the hire date anniversary by the fire chief which will determine if a step increase is warranted. Step increases that are not granted will have to be formally submitted in writing to the employee and are subject to the grievance process and union representation for review. If it is determined the increase was warranted the employee shall receive retro-active pay increase to the anniversary date that it should have been initially granted.

### Section 3 Massachusetts Fire Academy Hiring Requirement

Employees shall receive an offset food expense reimbursement of a total of four thousand five hundred (\$4500) dollars while in the full-time academy. Food reimbursement will be paid out in the following manner: employees must submit receipts for purchase of food to the Fire Chief or their designee each week to receive a reimbursement of up to four hundred and fifty dollars (\$450) per week that they are at the academy. Payments will be issued by the employer for eligible expenses on a bi-weekly basis. Reimbursements cannot be issued without a valid, itemized receipt. Reimbursements are not issued for alcoholic beverages, lottery tickets or tobacco products.

The employee shall also be provided appropriate housing for their ten (10) weeks at the academy. The employer will put the employee up in a hotel of the town's choosing and pay for the accommodations for the time the employee is attending the academy. Employer will fully cover room cost, inclusive of state and local taxes. Food charged to the room will be reimbursed if accompanied by a valid, itemized receipt. Other charges to the room, including charges for entertainment (television) or personal telephone calls will be the responsibility of the employee.

Mileage from the employee's house to the hotel and from the hotel to the academy and from the academy to the hotel and hotel to the employee's house shall be paid at the standard mileage rate set annually by the Internal Revenue Service. Employer will also provide NFPA approved turnout gear for the duration of the academy.

## ARTICLE 23 UNION BUSINESS LEAVE

Negotiating team members of the Union, if required to work during negotiating meetings with the employer and/or its representative, shall be granted leave without loss of pay or benefits, or suffer any other penalties. The Union president or his designated representative, if on duty, will be granted time off with pay to represent the Union at formal or informal hearings that involve the membership. The Union representative, as selected by the union, shall be granted 2 tours of duty per Union Fiscal Year (June 1 to May 31) to attend state, local or international meetings or conventions. The union shall vote on attendance of these events and written notification shall be

given to the chief two weeks prior to the missed tours of duty to allow for those tours to be filled.

## ARTICLE 24 LINE OF DUTY INJURY

Section 1 Whenever an employee sustains an injury, suffered in the performance of his/her duty, such employee for the purposes of record, shall be designated as, "Line of Duty Injury". Such employee, absent on Line of Duty Injury, shall receive his/her salary and all amounts payable shall be paid at the same time and in the same manner, and for all purposes shall be deemed to be the regular compensation of the employee for the period of such incapacity, pursuant to Chapter 41, Section 111F of the General Laws.

Section 2 Reporting Injuries in the Line of Duty - Any employee of the Town, including emergency employees, injured in any way while in the service of the Town, shall report said injury or cause said injury to be reported to his/her department head forthwith, and in no event later than twenty-four hours after the occurrence of said injury. Said report shall be in writing or on forms provided for the purpose and shall contain the following information: a) time and place of injury; b) weather conditions; c) description of work being done at time of injury; d) description of equipment being used; e) description of how accident occurred; f) names of witnesses; g) description of injuries; h) name of attending doctor; and i) description of treatment received.

## ARTICLE 25 GRIEVANCE PROCEDURE

Section 1 Should grievances arise the union shall be recognized as part of the grievance and arbitration procedures between the town and the employee. The grievance shall be defined as a dispute concerning the interpretation or application of a provision of this agreement. While nothing in this agreement shall discourage a formal or informal attempt to discuss and settle issues between employee and supervisor, it is understood that the grievance procedure shall be utilized only after these methods of settlement are unsuccessful.

Section 2 Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Employer and/or his agent, concerning the application of, or interpretation of or compliance with this Agreement, may be processed as a grievance under this Article.

Section 3 Grievances shall be processed as follows:

Step 1: The Union Representative, with or without the aggrieved employee, shall present the grievance orally to the Chief of Department and/or his representative, who shall attempt to adjust the grievance informally to the satisfaction of the parties.

Step 2: If the grievance is not settled at the Step 1 level within ten (10) calendar days from date of oral presentation, the grievance shall then, within fifteen (15) calendar days of presentation of Step 1 level, be submitted in writing by a three-person Union Grievance Committee to the Employer's Grievance Committee, which may consist of (without limitation) such officials as the Prudential Committee may designate.

Step 3: If the grievance is not resolved at the Step 2 level within fifteen (15) calendar days from date of presentation at Step 2 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the fifteen (15) calendar days referred to herein. Within the aforesaid thirty (30) calendar day period, written notice of said submission to the Prudential Committee.

Section 4 The arbitrator shall be selected by mutual agreement of the parties thereto. If the parties fail to agree within a reasonable period of time on a selection in the first instance, the Labor Relations Connection shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said Labor Relations Connection. Expenses and fees for the arbitrator's services shall be shared equally by the parties.

Section 5 Written submission of grievances at Step 2 shall be in not less than triplicate on forms to be agreed upon jointly, and shall be signed by the representatives of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union representative requesting the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, it shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 6 If at the end of the ten (10) calendar days following either the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure shall not have been taken within the time specified therefor in Section 2 above.

Section 7 Any incident which occurred or failed to occur prior to the effective date of this Agreement, shall not be the subject of any grievance hereunder.

Section 8 The arbitrator's award shall be in writing, and shall set forth his finding of fact, reasoning, and conclusion. It shall be submitted to the Employer and the Union, and it shall be final and binding upon the Employer, the Union, and the aggrieved employee(s).

Section 9 Nothing in this Article 25 shall prevent an employee from exercising his option under Section 8 of Chapter 150E of the General Laws of Massachusetts.

## **ARTICLE 26** **NO STRIKES**

Section 1 Recognizing that the Employer, representing the community, is under a paramount duty of providing continuous service in the interest of health, safety and convenience of the community he serves, the Union agrees that strikes are undesirable as a means of settling disputes between them.

Section 2 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of service by them while this Contract is in effect.

## **ARTICLE 27** **STABILITY OF AGREEMENT**

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

## **ARTICLE 28** **SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

## **ARTICLE 29** **RESIGNATIONS**

Employees are expected to provide to the appointing authority a minimum of 30 calendar days' notice of resignation from employment from the Town of Truro. Failure to provide full notice may result in lack of positive reference and/or may render the employee ineligible for rehire.

## **ARTICLE 30** **DURATION**

This agreement shall be effective as of July 1, 2021 and shall continue in full force and effect until and including June 30, 2022 and from day to day thereafter until a new agreement shall be negotiated and executed by the parties. This shall give both parties ample time to mutually agree to the new contract, which may be presented to the town as early as January 01, 2022 but no later than March 01, 2022 to allow for budgetary adjustments.

IN WITNESS WHEREOF, we have hereunto set our hands, by the Town of Truro through its Prudential Committee and the Truro Permanent Firefighters Local 5281, International Association of Fire Fighters, AFL-CIO, through its authorized representatives.

PRUDENTIAL COMMITTEE

Dan K. Joy

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10/8/2021  
Date

Truro PERM FIREFIGHTERS  
LOCAL 5281

Sam Finneran

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10/1/2021  
Date