

**AGREEMENT**

**Between**

**TOWN OF TRURO, MASSACHUSETTS**

**and the**

**MASSACHUSETTS LABORER' S DISTRICT COUNCIL**

**on behalf of**

**TRURO PUBLIC EMPLOYEE'S LOCAL UNION**

**SUPERVISOR/DEPARTMENT HEAD UNIT AND EMPLOYEE**

**UNIT**

**of the**

**LABORER'S INTERNATIONAL UNION OF NORTH AMERICA**

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

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## **ARTICLE 1**

### **PREAMBLE**

1.1 AGREEMENT made this \_\_\_\_\_, 20\_\_ by and between the Town of Truro, Massachusetts, hereinafter called “The Employer”, and the Massachusetts Laborer's District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called “Union”, in behalf of employees in the Town of Truro, as agreed upon between The Employer and the Union. The provisions of the Town of Truro Personnel Bylaw shall apply to employees covered by this agreement, except where this agreement contains a condition contrary to the provisions of the Bylaw. In such instances, the provisions of this agreement shall prevail.

#### 1.2 DEFINITIONS

- Anniversary Date shall mean Actual Date of Hire by the Town.
- Employee shall only mean employees of the Town covered by this agreement and occupying a position defined in ARTICLE 2 – RECOGNITION.
- Full-time employee shall mean any employee retained in full-time continuous employment which is thirty-five (35) hours per week, who has completed six (6) months probationary employment.
- Permanent Employee shall mean any employee retained on a continuing basis in a permanent position.
- Permanent Position shall mean any position in the Town service which has required or which is likely to require 52 weeks continuous service of an incumbent, excepting vacations and/or other time permitted off under this Agreement, for a period, without interruption, of more than one (1) year, either on a full-time or part-time basis.

- Probationary Period shall mean a person filling a permanent position is considered a probationary employee until that person has been actively employed one hundred eighty (180) calendar days. The probationary period will be extended if absences exceed ten (10) working days. Extensions would be in the number of days exceeding ten (10) working days. It may be further extended by agreement between the Town, the Employee and the Union. Less than satisfactory performance will be grounds for dismissal at any point in the probationary period or extended probationary period, ***without recourse under the current Agreement.***
- Regular Part-time Employee shall mean any employee in a permanent position who works twenty (20) hours or more per week. Town shall mean Board of Selectmen of the Town of Truro, Massachusetts, who shall be the “employer.”
- Town Manager shall mean the person authorized by the Town to act on its behalf on day-to-day matters.
- Union shall mean the Truro Public Employees' Local Union, Supervisor/Department Head Unit and Employee Unit of the Laborer's International Union of North America and represented by the Massachusetts Laborer's District Council.
- Union Steward shall mean the person authorized in writing by the Union to act on its behalf on day-to-day matters.

## **ARTICLE 2 RECOGNITION**

- 2.1 The Town recognizes the Union as the exclusive collective bargaining agent.

2.2 The Town hereby recognizes the Union as the exclusive bargaining representative of the following employees:

Supervisors/Department Heads: Principal Assessor, Council on Aging Director, Information Technology Director.

Other Town Hall Employees: Assistant Health and Conservation Agent, Office Assistant 4 (Assistant to the Treasurer/Deputy Collector, and Assistant to the Town Accountant), Council on Aging Outreach Coordinator, Council on Aging Transportation Coordinator, Council on Aging/Recreation Office Assistant 2, Office Assistant 2 (Assessor's Clerk and Conservation/Health/Building Clerk), Assistant Assessor/Data Collector, DPW Office Manager, and Office Assistant 3 (Financial and Executive Staff Support), Office Assistant 1; and Conservation/Health/Building part time Office Assistant and excluding Town Accountant, Administrative Secretary/Licensing Agent, Clerk/Treasurer/ Collector, Building Commissioner, any employee that is not regularly scheduled to work 20 hours per week, all confidential and managerial employees, all seasonal, temporary and casual employees, and all other employees.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.1 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town of Truro, through the Board of Selectmen, and such other officials as may be authorized to act on the Town's behalf, retain all rights and prerogatives to manage and control departments or functions in which bargaining unit personnel are employed.

3.2 By way of example but not limitation, management retains the following rights: to determine the organization of such departments or functions, the number of employees assigned to an organizational unit, work project, or task; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine

how employees should be equipped by applying commonly accepted professional standards and safety requirements for a position; to establish qualifications for ability to perform work in classes and/or ratings, including physical and intellectual requirements; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to establish or modify work schedules and shift schedules, and the number and/or selection of employees to be assigned to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules and regulations for the governance of the various departments or functions and to add to or modify such regulations as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action for cause against employees.

3.3 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.

3.4 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter with the administration of various Departments or functions shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

#### **ARTICLE 4 AGENCY SERVICE FEE AND PAYROLL DEDUCTION OF UNION DUES**

4.1 Any member of the bargaining unit who is not a member of the Truro Public Employee's Local Union Supervisor/Department Head Unit and Employee Unit ("the Union") shall be required to pay an agency service fee. The agency service fee shall be established in accordance with the provisions of MGL Section 12 of Chapter 150E. The Union's recourse

against any employee to whom the agency service fee applies who does not comply with its provisions will be to institute appropriate court proceedings to enforce such compliance.

The Union agrees to indemnify and hold harmless the Town of Truro, its officers, agents, employees and elected officials from any and all claims, demands, suits, back pay, interest, attorneys' fees or any other forms of liability whatsoever in connection with the administration or enforcement of the Agency Service Fee or Payroll Deduction of Union Dues provisions including but, not limited to, any proceeding in which the Town is made a party to the proceeding.

4.2 In accordance with State Law, the Employer agrees to deduct from the wages of each employee who authorizes the Town in writing to do so, such initiation dues and monthly dues as the Union shall designate. The amount of dues and initiation fee to be deducted shall be the amount identified on the check-off authorization.

## **ARTICLE 5 UNION BUSINESS**

5.1 The Union Steward may consult with their supervisor when reasonably convenient to said supervisor, on any matters of Union business if agreeable to the Town Manager or designee. The supervisor shall arrange for such meeting and be reasonably accessible.

5.2 The Union Steward will be designated in writing to the Town immediately upon such designation, and the Union shall notify the Town in writing of any changes.

## **ARTICLE 6 APPLICABLE LAW AND REGULATIONS**

6.1 It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published regulation to the

extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer and/or Employee(s) to do anything inconsistent with said law, ordinance, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority having jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and Agreement shall at all times be applied subject to such laws.

## **ARTICLE 7 SEVERABILITY**

7.1 If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

## **ARTICLE 8 NO STRIKE OR LOCKOUT**

8.1 There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct assist, or participate in any stricken.

8.2 No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding or services.

8.3 Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the

Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forth with.

8.4 Any employee who breaches the agreement contained in this Article shall be subject to disciplinary proceedings up to and including discharge.

## **ARTICLE 9** **GRIEVANCE AND ARBITRATION PROCEDURES**

9.1 A grievance is defined as a dispute concerning the interpretation or application of an express provision of 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 aggrieved employee shall submit a written grievance to his/her immediate supervisor within seven (7) calendar days of occurrence. 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 provisions violated, and (3) the remedy sought.

In the case of an aggrieved Department Head, the first step shall commence at Step 2 of these procedures.

Within seven (7) calendar days after the filing, the aggrieved employee's immediate supervisor 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 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. Within seven

(7) calendar days after the conference/meeting(s) have concluded, the supervisor shall provide the employee with a written answer.

**Step 2:** If a grievance is not resolved after Step 1, and the employee so notifies the Town Manager, within ten (10) calendar days of receiving written answer to Step 1, 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 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 employee with a written answer to the grievance within ten (10) calendar days after the completion of the conference/meeting.

**Step 3:** If a grievance is not resolved upon completion of Step 3, the Union (but not an individual employee) may invoke arbitration, however, if we cannot mutually agree upon an arbitrator, then both parties agree to file a demand with the American Arbitration Association within thirty (30) days after receipt of a decision by the Board of Selectmen, with all fees being shared equally by both parties. The decision of the arbitrator shall be final and binding on the parties as noted in section 11.3, 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.

9.2 Limits on grievance-arbitration. The following matters shall not be subject to grievance-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 promotion, reclassification, level change, or merit pay increase;
- c. The dismissal or discipline of a probationary employee;
- d. The substance of an evaluation;
- e. Any incident which occurred or failed to occur prior to the effective date of this Agreement.

9.3 Arbitration procedures.

- a. Any decision which requires the payment of monies which 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 of this Agreement or be arbitrary or capricious.
- c. The arbitrator's decision may be reviewed under G.L. c. 150C. 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.

## **ARTICLE 10** **STABILITY OF AGREEMENT**

10.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Anything not specifically included in this Agreement is not a part of the Agreement unless incorporated by reference.

10.2 The Agreement completes collective bargaining by the Union to alter the wages, hours, terms and conditions of employment, whether or not set forth in this Agreement, for the term of the Agreement.

10.3 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 the 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 Employer to such future performance shall continue in full force and effect.

10.4 No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

10.5 Should any provision of this Agreement or any supplement thereto become invalid by an Act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force.

## **ARTICLE 11** **SENIORITY**

11.1 Definition: Seniority shall be acquired by an employee after completion of his/her six (6) months probationary period and shall be retroactive to the first day of employment.

11.2 Accumulation: Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave. Part-time employees shall be pro-rated based on a ratio of hours worked.

11.3 Break in Seniority: Seniority shall be broken when an employee (a) terminates voluntarily, (b) is discharged, (c) exceeds an authorized leave of absence, or (d) is laid off for a period of excess of twelve (12) months, except that any employee absent due to layoff who fails to report for work within two (2) weeks after delivery of notice of recall by registered mail, shall lose all seniority.

11.4 Postino Seniority List: A seniority list of all employees covered by this Agreement showing name, position, date of appointment to job, classification covered by this Agreement, and date of entering service, will be established and maintained by the Employer and posted on appropriate Town bulletin boards, accessible to all employees affected. The roster will be revised and posted January 30th of each year and will be open to correction by the employee at any time, after having provided the employer with substantiated reason for correcting and/or amending the seniority list.

11.5 In case of lay-off of an employee whose seniority has not been broken, length of continuous service on the job (as defined in Article 13) shall be a factor in a reduction in force as well as qualifications and performance.

## **ARTICLE 12 PERMANENT VACANCIES**

12.1 After the Town decides to fill a permanent vacancy of an existing position covered by this Agreement, a notice of vacancy shall be posted for a period of not less than fourteen (14) calendar days on all appropriate Employee Bulletin Boards before the position is permanently filled.

12.2 Any employee of the Town who is interested in filling any vacancy whether it involves upgrading or otherwise, may apply in writing to the Town Manager prior to the closing of the public advertisement for such vacancy.

12.3 The vacancy shall be filled on the basis of qualifications, performance and ability. If these factors are judged to be equal in the exclusive discretion of the Town, then seniority shall prevail.

12.4 The Town shall be the sole judge of qualifications, performance and ability.

12.5 The Town reserves the right to fill a position based upon the qualifications, performance, and abilities of all applicants, and will not be required to be subject to filling a position from a seniority list of existing employees.

12.6 In no event shall an employee, subject to this Agreement, be hired for or appointed to a new position in addition to the employee's current position, unless the employee may hold the two positions without violating any of the provisions of G.L. c. 268A and the Town Manager, in the Town Manager's sole discretion, approves the addition of the second position in advance and in writing.

## **ARTICLE 13 COMPENSATION AND PERFORMANCE**

13.1 The hourly wages and salaries provided herein shall constitute the entire regular compensation attributable to the performance of the duties and responsibilities of the position. Certain unit positions are expected to be available to assist in the Town's response to weather related and other conditions which require service outside of the normal work day. Certain positions are also expected to meet certain deadlines in the performance of this work and to appear before boards, commissions, and committees outside the normal work day. Such positions shall continue to perform such work in the same manner and to the same extent as prior

to execution of this Agreement and shall perform such work if needed even if said work did not occur prior to this Agreement unless such work is clearly over and above, outside and unrelated to his/her duties and responsibilities of the position.

The parties have agreed to amend Article 13 Classification Plan and Pay Rates accept pay scales for FY2023 (July 1, 2022- June 30, 2023), FY2024 (July 1, 2023- June 30, 2024) and FY2025 (July 1, 2024- June 30, 2025) provided as Appendix A. The scales reflect the new classification and compensation plan plus Cost-of-Living increases of 3% for FY2023, 2.5% for FY2024 and 2.5% for FY2025. Retroactive payment under this agreement shall only be made to employees active as of the date of ratification and funding and employees who have retired in good standing since July 1, 2022. Each member of the bargaining unit shall be placed in their appropriate grade at the step with the rate closest to and not less than their current step on the Before COLA" pay scales. Once that step is determined, they will be placed into that step within the Year 1 (Fiscal Year 2023) Scale that includes COLA. Employees will maintain their existing anniversary date for the purposes of step increases (either their hire date or reclassification date, whichever came later), and employees who were already at a step 6 as of July 1, 2023 on the previous Classification Plan will now have an anniversary date of July 1.

The parties further agree that each member of the bargaining unit including the removed Health & Conservation Agent, shall receive a one-time, non-base building payment of \$625.00 payable upon full ratification of this agreement.

13.1.1 The hourly wages and salaries set forth in Appendix A represent hourly wages and salaries to be paid to individuals holding the listed positions; including additional compensation for performance of Office Assistant 4 Assistant Town Clerk-type duties noted in sub-section 13.1.1 a. below. In the event any bargaining unit position becomes vacant, the Town has the right to negotiate with prospective replacements for their placement on the applicable

salary schedule. Thereafter, the newly hired replacement shall receive the same negotiated across the board increases as other unit employees, and shall be eligible for step and merit pay adjustments under the same terms as other unit employees.

- a. In the temporary absence of the Town Clerk, the designated Office Assistant 4 will perform the following additional duties:
  - 1) Certifies documents; and
  - 2) Swears individuals to the faithful performance of their duties.

13.1.2 Each employee shall be entitled to compensation at the next higher step of their classification upon each classification anniversary date until they have reached Step J, provided the employee's performance has been satisfactory, as determined in the performance evaluation process by the Town Manager, during the preceding year. No employee shall be eligible for more than one step increase per fiscal year.

13.2 Performance Evaluation. The performance of all permanent employees shall be evaluated on an annual basis using forms provided by the Town for this purpose and in accordance with Town policy.

13.2.1 The purposes of the annual performance evaluation will include (but not necessarily be limited to) the following:

- a. Establish and improve joint planning and communication between the Town Manager, Department Head and the Employee;
- b. Establish specific performance objectives and key performance factors;

- c. Identify any corrective action which may be helpful in meeting performance factors;
- d. Identify a plan for professional development; and
- e. Provide a basis for recognizing and rewarding exceptional performance, as well as making other personnel determinations.

13.2.2 All formal performance evaluations shall be in writing and shall be maintained as part of the employee's records.

13.2.3 Formal performance evaluations shall be conducted annually, and may be conducted, in individual cases, more frequently. After each formal evaluation has been prepared, the evaluator shall confer with the employee. Thereafter, the employee shall sign the evaluation, and shall have the opportunity to include or attach any comments.

13.2.4 Disputes arising with respect to performance evaluations shall not be subject to arbitration. An employee who disputes the substance of an evaluation shall, upon request, be granted a meeting with the Town Manager, but the substance of the evaluation shall not be subject to the formal grievance procedure. At such meetings, the parties shall make an earnest effort to clarify and resolve any differences.

13.2.5 Generally, Department Heads shall conduct evaluations for the department employees they supervise. However, any such evaluation, including the rating, shall be subject to the review and approval of the Town Manager. If the Town Manager determines that the rating is not justified, the Town Manager may take the steps necessary to correct the evaluation, including having that evaluation and future evaluations redone by the Department Head, the Town Manager or his designee. The Town Manager shall conduct evaluations on Department Heads.

13.2.6 Every new employee, during their first six (6) months probationary period, shall receive a written evaluation from their Department Head, or the Town Manager in the case of an employee who is the Department Head, at three (3) months indicating satisfactory performance. In order for an employee's probationary period to be deemed successfully completed, the final written evaluation must certify that the individual has satisfactorily completed the probationary period.

## **ARTICLE 14 LONGEVITY**

Based on their employee anniversary date of employment, all regular full-time and regular part-time employees shall be entitled, after the first full six years of continuous service to the Town, to a longevity bonus of three hundred dollars (\$300.00) and then an additional ninety dollars (\$90.00) for each year of service afterward. Upon completion of an employee's twentieth (20th) year of service, said bonus shall increase to one hundred fifteen **dollars (\$115.00) for each of year of service over twenty (20). Upon completion** of an employee's twenty-fifth (25th) year of service, said bonus shall increase to one hundred fifty (\$150.00) dollars for each of year of service over twenty-five (25). This bonus shall be paid on the first pay date of December of each year.

## **ARTICLE 15 SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS**

15.1 When an employee is promoted to a job with a higher rate of pay, he/she shall enter it at the rate which assures him at least the equivalent of a step increase in salary. However, he/she shall not exceed the maximum rate for the job.

15.2 Higher Classification Pay. An employee assigned by the Town Manager to perform the duties of a higher classification for a period of twenty (20) work days or more,

exclusive of vacations, shall thereafter be paid the higher rate if he/she continues to work in the higher classification, with compensation retroactive to the first day of assignment. To qualify for said assignment the employee must assume and perform all duties of the higher classified position.

## **ARTICLE 16** **HOURS OF WORK AND OVERTIME**

16.1 The Town and the Union recognize the nature of the positions covered by this Agreement. Moreover, the total hours worked will be based on the fulfillment of the duties and responsibilities of each position with full understanding that the total number of hours of work may vary from season to season and/or week to week.

16.2 Generally, the work week for full-time employees is Monday through Friday, 8:00 a.m. - 4:00 p.m., with one (1) hour, unpaid, for lunch. The work week for part-time employees **will** be determined by the Town Manager and is subject to change with two weeks' notice to the affected employee.

16.3 All employees will be required to maintain regular work and office hours, as determined by the Town Manager after consultation with the employee. Employees are expected to be available to the public in their offices during regular work hours unless their duties, such as fieldwork, meetings and inspections, require otherwise. Except **with** prior approval by the Town Manager on a case-by-case basis, employees are not permitted to fulfill regular work or office hours by working at home.

16.4 For hourly employees, time and one/half of the regular rate shall be paid for all work performed in excess of forty (40) hours in any workweek, and for work on Saturdays and Sundays and Holidays. Such work will only be authorized by the Town Manager for compelling reasons, and must be authorized in writing.

16.5 At the employee's request and with the advance approval of the Town Manager, an employee may be compensated for hours worked beyond the regular work day/week by being granted compensatory time off on an hour for hour basis. Compensatory time off will only be available for hours in excess of forty (40) in a workweek. If the hours worked constitute overtime, as defined in section 17.4, the compensatory time off will be 1.5 hours for an hour worked. With the advance approval of the Town Manager, up to 35 hours of compensatory time may be accrued, but it may not be carried over from year to year.

16.6 The employer shall provide reasonable notice of overtime assignments when practical, except for emergencies.

16.7 If an employee paid on an hourly basis is called back to work after having completed a full day's work, such employee shall be paid at time and one/half the straight time hourly rate of pay for time worked, with a minimum guarantee of two (2) hours pay at time and one/half of the straight hourly rate.

16.8 Employees who are paid on an hourly basis who are called in to work on an unscheduled work day with the approval of the Town Manager, shall be guaranteed two (2) hours pay calculated at a time and a half rate.

16.9 Overtime shall ordinarily be voluntary, but may be mandatory, in emergency situations as determined by the Town Manager.

16.10 Overtime work becomes such only when authorized by the Town Manager. Department Heads hold no authority to grant overtime hours for any employee under their supervision.

## **ARTICLE 17** **HOLIDAYS**

17.1 All hourly permanent full-time and permanent part-time employees shall receive one day at straight time pay, provided, however, that part-time employees will be paid for the hours regularly scheduled to work on the day that the holiday is observed by the Town. If the employee is not regularly scheduled to work on the day of the week that the holiday falls, they will not be paid for the holiday. Exempted employees will be granted the time off with their compensation recognized as being included in their annual salaries, for the following legal holidays:

New Year's Day	Columbus Day/Indigenous Peoples' Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriots' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Day before Christmas Day
Independence Day	Day before New Year's Day
Labor Day	

17.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as President's Day, Memorial Day, Columbus Day, and Veteran's Day, shall be likewise observed by the Town Employees of Truro. Holidays falling on Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated the preceding Friday.

17.3 To be eligible for such holiday pay, any employee shall have worked on the day preceding the holiday and have worked on the following day, unless on authorized leave.

17.4 If required to work on a holiday, employees shall receive time and one/half the regular rate, in addition to holiday pay.

## **ARTICLE 18** **VACATION LEAVE**

18.1 Vacation shall be as follows: Vacation leave earned shall be computed from the date of employment with the Town. However, an employee shall not be entitled to vacation leave until the completion of the first six (6) months of service.

18.2 All permanent (Full time) employees shall be entitled to vacation each year on the following basis:

Years of Service	Days of Vac. Per month	Max. Accrual
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+	2.5	30

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

18.3 Permanent part-time employees shall receive annual vacations as above, but multiplied by the ratio of their regularly scheduled part-time hours to regular full-time employment hours.

18.4 Vacations shall be granted by the Town Manager at such time as in his/her opinion will cause the least interference with the performance or regular work of the affected Department.

18.5 So far as practical, vacations shall be scheduled and coordinated with the respective Department Heads. Disputes will be resolved by the Town Manager with seniority being the deciding factor.

18.6 When an employee leaves the employ of the Town, he/she shall be paid for unused vacation earned up to the last day worked. In the event of the death of an employee, any accumulated vacation pay shall be paid to his or her estate.

18.7 Employees are not entitled to earn vacation time during leaves of absence.

18.8 Vacation presently accrued prior to the effective date of this contract shall not be lost as a result of its adoption.

18.9 Maximum vacation accrual will be calculated once per year on December 31st. The maximum number of vacation days allowed to be accrued will be effective on January 1st 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 19.11 of this Agreement, 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 per Section 19.2 of this Agreement.

18.10 Single Person Departments. Employees in single person departments who perform Town business during vacation time will be granted compensatory time off on a negotiated basis, provided such time worked is approved in advance and documented to the satisfaction of the Town Manager. Such work may not be mandated by the Town if the employee is on approved vacation time.

18.11 Ten (10) Day Vacation Buyback. Beginning in Fiscal Year 2005, employees with more than six (6) years of permanent full-time employment, may be paid for up to ten (10) days of unused vacation leave at their regular daily rate of pay in effect for that year, under the following conditions:

- a. Have no outstanding obligation to repay the Town for the use of advance vacation and/or sick leave; and
- b. Payment for unused vacation leave shall be paid on the first pay date of December of each year.

18.12 Employees are able to use up to eight (8) hours of vacation time on an hourly basis in a contract year.

## **ARTICLE 19** **SICK LEAVE, INJURY, BEREAVEMENT**

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

19.1.1 Sick Leave Debits — Sick leave shall be debited in hourly increments

19.2 Sick Leave Credits - Commencing in Fiscal Year 2002, full-time employees shall earn annual sick leave credits upon the basis of 1.25 days for each full month of employment, however, 0.25 days per month for each employee shall automatically go into the employee sick bank as outlined in Section 20.3.2 of this Agreement. Regular part-time employees shall earn sick leave credits as above multiplied by the ratio of their regularly scheduled part-time

employment hours to regular full-time employment hours, and shall contribute to the sick bank on a similar pro-rata basis.

19.3 Accumulation of Sick Leave Credits - Sick leave credits may be allowed to accumulate up to a maximum of 200 days, however, the sick leave buy back provision authorized by Section 20.3.4 of this Agreement is limited to a maximum of 150 days. Sick Leave presently accrued prior to the effective date of this agreement shall not be lost as a result of its adoption.

19.3.1 Illness on Duty. Whenever an employee becomes ill on duty and must go home, the employee will be debited sick leave as specified in Section 19.1.1 of this Agreement.

19.3.2 Sick Bank. There is established a sick leave bank governed by a sick bank committee composed of 4 union members and that in the case of a tie vote on use of the bank, that the Town Manager shall be the tie breaking decision on granting of sick time. The Sick Bank Committee must report monthly on activity, specifically balance of the bank, use of the bank, and donations to the bank. As of the date of ratification, the parties agree that the Sick Bank has 150 days in it. The days must be used in a full one-day increment regardless of the length of the employee's workday.

Commencing in Fiscal Year 2005, all bargaining unit employees shall contribute 0.25 days per month as outlined in Section 20.2 of this Agreement, 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. An employee may transfer additional time the employee has accumulated as sick leave into the sick bank at their sole discretion. Sick bank time is available for use by other bargaining

unit employees only after they have exhausted their individual sick and vacation time. Sick leave transfers into the sick bank are irreversible. The sick bank is intended to be used in case of an extended illness.

19.3.3 The Town and the Union agree to amend Article 19, Section 3.2, to read "An employee may transfer additional time the employee has accumulated as sick leave into the sick bank at their sole discretion, if the employee has at least six years of continuous employment with the town and if the bank has a balance of less than 150 days. Sick leave donations are not permitted at the time of separation unless approved by the Town Manager."

19.3.4 Sick Leave Buy Back. Upon retirement or death, the employee, or their 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 successful completion of six (6) years of continuous employment, and at the discretion of the Town Manager, the employee will be paid for any unused accrued sick leave credits, up to a 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.

Effective July 1, 2009, employees, after six (6) years of service will be able to buy back up to five (5) sick days annually on the last pay date of the fiscal year.

19.4 Injury in the Line of Duty - Should a full-time or regular part-time employee be absent from work due to injury directly attributed to his/her employment other than as a result of his/her own misconduct or gross negligence, the salary or wage paid to such employee during such absence shall, for a period not to exceed six months, be at his/her regular rate of compensation less any payment received from Worker's Compensation or any other insurance paid by the Town, excluding any payments for medical expenses. The salary compensation paid by the Town will not be charged against sick time accrued by the employee. Thereafter, the

employee's salary compensation will be reduced to only that received from Worker's Compensation and the employee will be placed on unpaid leave.

19.5 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 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 or domestic partner of employee, parents or step parents of the employee and spouse, children or step children, brother, sister, grandparent and grandchild of employee.

19.5.1 In the event of the death of the employee's aunt, uncle, mother-in-law, father-in-law, sister-in-law, or brother-in-law, said employee will be granted leave without loss of pay not to exceed one (1) day in order to attend the funeral.

19.5.2 Bereavement days may be granted at the Town Manager's discretion during the probationary period.

19.6 Serious Illness in Home - Sick leave may be used for serious illnesses of family members residing in the home of the employee or parent up to a limit of five (5) days. Permission to use more than five (5) days of sick leave for this purpose must be approved by the Town Manager. For purposes of this section, immediate family shall mean spouse, domestic partner, parents of the employee or spouse, children or siblings of the employee.

19.6.1 Employee medical appointments will be charged against sick leave.

19.7 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 at the start of his/her work day. If an employee does not provide such notification, sick leave benefits may be withheld for the absence.

19.8 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, as applicable:

- time and place of injury
- weather conditions
- description of work being done at time of injury
- description of equipment being used
- description of how accident occurred
- names of witnesses description of injuries
- name of attending doctor and hospital
- description of treatment received

19.9 Examination by Physician - The Town reserves the right to require an employee to submit a medical certificate from their physician for illness or injuries previous to payment for sick leave in excess of three (3) consecutive days, verifying they were unable to work and are fit to return to work, at the employee's expense. Any employee who demonstrates an unusual or excessive pattern of sick leave behavior, including but not limited to the following, may be subject to a sick leave review and/or disciplinary action:

1. Use of more than (7) undocumented sick days in a fiscal year period;
2. Use of a sick day or days before or after any scheduled vacation leave;
3. Use of a sick day on days on, before or after any of the holidays enumerated in this agreement, or;

4. Use of sick day or days that illustrates a particular pattern, such as use of sick days on a given day of the week on a repetitive basis. The sick leave review process may require the employee to submit a medical certificate from their physician and may result in disciplinary action."

19.9.1 Management 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; 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. Said records would only be released to the Town's physician(s) and/or insurance company for settlement of claims or fitness for work.

19.10 Vacation Credited to Sick Leave - Vacation credits may be applied to sick leave, if needed. Such requests require Town Manager approval with concurrence from the Board of Selectmen.

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

19.12 Nothing in this contract shall affect in any way the Town's ability to initiate retirement or discharge proceedings for an employee who is medically incapacitated on a long, term basis, or who represents that the employee is medically incapacitated on a long-term basis from resuming the full duties of the employee.

## **ARTICLE 20**

### **MILITARY, JURY DUTY AND LEAVE OF ABSENCE**

20.1 Military Duty: Employees who are members of the military reserves, will receive the difference between military pay and regular pay for the annual two (2) week tour of duty in the military reserves.

20.2 Jury Duty: If an employee is called to jury duty on their regular work days he/she shall be paid for the difference between the jury service fee and their regular pay, provided that the proper documentation is submitted.

20.3 Unpaid Leave of Absence: Unpaid leave of absence may be granted to any employee for emergency purposes by the Town Manager with the concurrence of the Board of Selectmen, but only if such a request is determined by the Board of Selectmen to be reasonable and justified. Length of absence will be determined by the Board of Selectmen. Seniority rights do not exist nor accrue during any such period of absence. No accumulation of vacation days, sick days, etc. during such an absence will be allowed. Employees will pay for life, health, and dental insurance premiums in accordance with M.G.L. c. 32B. However, such emergency unpaid leave of absence shall not place a burden on the Town of Truro to the extent of any commitment by the Town. Such burden will be the responsibility of the employee.

Any employee wishing a leave of absence must notify the Town Manager in writing twenty-one (21) calendar days prior to the start of requested leave. The Town Manager shall respond to the employee in writing within ten (10) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

20.4 Parental Leave "All employees shall be entitled parental leave in accordance with the provisions of GL c 149 section 105D."

## 20.5 Family and Medical Leave Act:

The parties agree to incorporate the Family and Medical Leave Act of 1993 (Act) into the collective bargaining agreement. The following sets forth some of the requirements of the Act but is not intended as a complete description of the Act, nor is it intended to change, add to, subtract from or embellish the Act. If there is any conflict between the Act and this summary, the Act will prevail.

A copy of the federal regulations implementing the Act may be reviewed in the Town Manager's office.

In accordance with the Family Medical Leave Act of 1993, the Town will provide eligible employees up to twelve (12) weeks of unpaid leave in the twelve (12) month period for one or more of the following reasons:

- a. To care for a newborn or newly-placed, adopted or foster child; or
- b. To care for a child, spouse or parent with a serious health condition; or
- c. To care for the employee's own serious health condition.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a health care, facility or continuous treatment of a health care provider.

To be eligible for leave, an employee must have been employed by the Town for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours within the previous twelve (12) month period.

The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee used leave under the Act.

### Substitution of Paid Leave

If leave is taken under this policy because of the birth of a child, eligible female employees may choose to take accrued paid sick days or vacation for the first eight (8) weeks. During the

remaining four (4) weeks eligible female employees must exhaust their accrued paid sick, personal days, and vacation.

An eligible male employee who takes leave for the birth of a child must exhaust his accrued personal days and vacation.

If leave is taken because of an employee's own serious health condition, eligible employees must first exhaust their accrued paid sick leave, personal days and vacation.

If an employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks of leave will be granted without pay.

#### Notice Requirement

In the case of leave for the birth or placement of a child, an employee must provide two (2) weeks advance notice to his or her supervisor before the date on which the leave is expected to begin. Otherwise, thirty (30) days' notice is required, unless that is not practicable, and then as soon as practicable.

If leave required for a serious health condition is foreseeable based on planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Town. Employees are further required to provide thirty (30) days advance notice to their supervisor, or if the needed treatment is not foreseeable, notice should be given as soon as practicable.

#### Certification Requirement

An employee requesting leave under this policy must provide medical certification to the Town, when requested by the Town, which supports leave for his/her own serious health condition or to care for a seriously ill child, spouse or parent.

Certification is to include the date on which the serious health condition began; the probable duration of the condition; appropriate medical facts regarding the condition; a statement

that the employee is needed to care for a spouse, parent, or child (along with an estimate of the time required) or that the employee is unable to perform the essential functions of his or her job, and in the case of intermittent leave, the dates and duration of treatment to be given.

The Town may require at its own expense that a second opinion be obtained. In the event of conflicting opinions, the Town may require a third and final opinion at its expense to be provided by a health care provider jointly chosen by the Town and the employee.

The Town may require subsequent recertification on a reasonable basis.

#### Intermittent or Reduced Leave

An employee requesting leave because of his or her own serious health condition or the serious health condition of a child, spouse or parent may take leave, intermittently or on a reduced leave schedule, if it is medically necessary. The term intermittently describes a leave schedule in which the employee does not take all twelve (12) weeks consecutively, but rather he or she takes a series of shorter leaves over an extended period of time. The term reduced leave describes a leave schedule in which the employee simply works fewer hours per week than usual.

The Town may require employees who seek an intermittent or reduced leave schedule to transfer temporarily to another position which can better accommodate recurring periods of leave than the employee's regular position, provided the alternative position provides equivalent pay and benefits. Once the period of intermittent or reduced leave has been completed, the employee must be transferred back to the position he or she held prior to the leave or to an equivalent position.

Any leave taken because of the birth of a child or placement of an adopted or foster child must be taken within one year of birth or placement of child.

### Employee Benefits During Leave

The Town will maintain health coverage for an employee on leave under this policy at the level and under the same conditions (including the Town continuing to pay its portion of the health premium) as the employee would enjoy if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, recurrence or onset of a serious health condition that would entitle the employee to leave for a serious health condition of him or herself or his or a family member, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of his or her health coverage during the period of leave.

### Reinstatement Following Leave

An employee on leave is entitled to reinstatement to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment as he/she held before going on leave.

Following a leave, an employee shall receive all of the same benefits that the employee would have received had the employee not taken leave except employees while on unpaid leave under this policy shall not accrue vacation and sick leave.

### 20.6 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: If the need for leave is foreseeable the employee must request the leave not later than seven (7) days in advance; or

- a. 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
- b. 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/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 for other professional services related to the elder's case.

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

**ARTICLE 21**  
**PERSONAL LEAVE**

21.1 Employees covered by this agreement shall be allowed three (3) personal days per calendar year, pro-rated during the initial year of employment from the employee's anniversary date.

21.2 Personal days shall be taken in increments of at least one-half (1/2) of a regular workday.

21.3 Twenty-four (24) hours notice of personal time to be taken shall be given, except in emergency situations.

21.4 An employee must be employed at least six (6) months before earning any personal leave, with the understanding that L5 personal days will be credited after the first six (6) months of

employment, and the next L5 days after the next six (6) months of employment, and then three (3) days annually starting in the second year of employment.

## **ARTICLE 22** **PERSONNEL FILES**

22.1 Each employee will have the opportunity to review their own personnel record in the Town files, upon request to the Town Manager as stated in MGL Ch.149 ' 52c. Such review will take place in the Town Manager's presence. Any addition to the personnel file of an adverse nature shall be shown to the employee. The employee shall have the opportunity to present additional mitigating information for inclusion in their file.

## **ARTICLE 23** **SAFETY**

23.1 The Town shall have the right to adopt rules and regulations for the protection of employees and the public. Both the Employer and the Union shall cooperate in the enforcement of such safety rules and regulations.

23.2 In order to provide reasonable and adequate protection for the lives, health and safety of employees, and whenever it is necessary by reason of hazards of processes or environment, encountered in a manner capable of causing injury or impairment in the functions of any part of the body, protective equipment, including personal protective equipment for eyes, face, and head, or protective clothing, shall be provided by the Town and shall be used, and maintained in a sanitary and reliable condition, by employees as necessary.

23.3 Safety Committee. There shall be a Town Safety Committee composed of nine (9) members, one (1) member from LIUNA, 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.

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

23.3.2 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.

23.3.3 If neither side can agree, either side may submit a minority report to the Town Manager for consideration.

## **ARTICLE 24 INSURANCE**

24.1 Medical Insurance: The Town shall contract for group health insurance plan for bargaining unit employees on the same basis as to other Town employees. The Town shall pay sixty-five percent (65%) of the cost of said plan, and shall deduct thirty-five percent (35%) of the cost of said plan from employee's wages. Effective July 1, 2007, the Master Medical Plan (indemnity) will not be available to new employees or current employees who wish to switch plans. The employees who are currently enrolled in Master Medical may keep the plan if desired. Should the Town decide to leave the CCMHG, it shall advise the Union and will meet with the Union to discuss should the Union request to do so.

24.2 Life Insurance: Eligible members of the bargaining unit may participate in any insurance plan offered by the Town. The Town shall deduct the employee's share of the premium from payroll checks for participating members after receipt of proper authorization. Life insurance shall be in the amount of two thousand (\$2000.00) dollars.

24.3 Retirement: Bi-weekly deductions will be made into the Barnstable Retirement Plan.

24.4 The Town shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their insurance with pre-tax earnings.

24.5 Town Employee Health Insurance Advisory Committee. 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.

24.6 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.

24.7 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.

## **ARTICLE 25 DISCIPLINE**

25.1 Department Heads, subject to the intervention, review and approval of the Town Manager, shall be responsible for determining the necessity of disciplinary action against employees they supervise and for carrying out any disciplinary action. The Town Manager shall be responsible for determining the necessity of disciplinary action against Department Heads and supervisors, and for carrying out any disciplinary action.

25.2 Civilian complaints. Complaints from private citizens will be reviewed upon receipt of a written Town Complaint Form, signed if possible, setting forth the circumstances of the complaint, including place, day, time and circumstances of the matter which is the basis of the complaint, and the complaint will be investigated thoroughly by the Town Manager, or designee, with the affected employee having a right of rebuttal to the allegation prior to any disciplinary action being taken.

## **ARTICLE 26 USE OF PRIVATE AUTOMOBILE**

26.1 The Town will reimburse employees for the use of their private automobile for any and all Town business at the IRS rate.

## **ARTICLE 27 TUITION REIMBURSEMENT**

27.1 At least one (1) year of continuous employment is required for an employee to be considered for tuition reimbursement; and, at least one (1) year of continuous employment is expected upon completion of the course of study. If the employee leaves Town employment before the one year payback has run its course, then the cost of the tuition reimbursement shall be deducted from any pay, sick leave or other benefits for which payment is due to the employee.

27.2 The maximum amount of reimbursement shall be five hundred (\$500.00) dollars per person, per fiscal year. The funding source for reimbursement shall be from the approved budget of the Department where the employee works.

27.3 In order to be reimbursed, an employee must achieve a 3.0 GPA for Undergraduate studies; for Graduate studies, a 3.0 GPA or a "pass" in the event of a "pass/fail" grading system.

27.4 The institution where the employee takes the course must be accredited and the course must be job-related, which is a determination to be made by the Town Manager.

27.5 If any time is lost in taking the course, it must be made up by the employee in the same or next pay period. If time is lost taking a course mandated as a condition of employment, the employee will be paid his/her normal rate of pay for said period.

## **ARTICLE 28 PAST PRACTICES**

28.1 This contract incorporates the complete and entire agreement between the parties. As to any subjects for bargaining not expressly and specifically set forth in this Agreement, the Town reserves the right to make changes, and otherwise establish policies and procedures for orderly and efficient operations.

28.2 No prior agreements, practices, benefits, privileges or understandings, oral or written, shall be controlling on management unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

28.3 Management's failure, in one or more instances, to exercise its authority or rights or to insist upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of that authority or those rights.

## **ARTICLE 29 DURATION OF AGREEMENT**

29.1 The provisions of this Agreement will be effective July 1, 2022 and will continue in full force and effect through June 30, 2025 and shall be automatically renewed from year to year thereafter, unless, during December of the last Fiscal Year of the Agreement, either party

notifies the other in writing by certified mail, return receipt requested, of its desire to renegotiate the Agreement.

### **ARTICLE 30 EXECUTION**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22 day of October, 2024.

TOWN OF TRURO  
By its Select Board



MASSACHUSETTS LABORERS'  
DISTRICT COUNCIL



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