

TOWN OF CHATHAM

AND

CHATHAM MUNICIPAL EMPLOYEES ASSOCIATION UNIT A

Collective Bargaining Agreement

July 1, 2021 to June 30, 2024

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## PREAMBLE

The Town of Chatham, hereinafter referred to as the “Town” and Chatham Municipal Employees Association, (“Association”) on behalf of Unit A, as described in Article 1 – Recognition hereinafter referred to as the “Association” hereby agree as follows, pursuant to Chapter 150E of the General Laws:

### **Article 1 – Recognition**

The Town of Chatham recognizes the Chatham Municipal Employees Association (CMEA), Unit A as the sole and exclusive bargaining agent with respect to wages, hours, employee benefits and other conditions of employment for all regular full and part time employees whose positions are listed as belonging within the Association (see Appendix A), excluding intermittent, seasonal or temporary employees who work less than six (6) months per year, confidential employees (see Appendix B), and the following positions: Director of Community Development; Director of Highways, Transfer Facilities, Water & Sewer; (a.k.a. “DPW Director”); Director of Natural Resources; Director of Parks and Recreation; Director Council on Aging; Principal Projects and Operations Administrator; Director Information Technology; IT Manager; Assistant Town Accountant/Assistant Finance Director; Principal Planner; Police Administrative Assistant, Police Lieutenant; Deputy Police Chief; and Deputy Fire Chief

### **Article 2 – Employee Definitions**

#### **2.1 Regular Full Time Employees:**

This work group consists of individuals who are regularly scheduled to work 35 - 40 hours per week, and who maintain continuous, regular employment status. Full time Employees are eligible for all Employee benefits (See **Appendix C**).

#### **2.2 Regular Part Time Employees:**

This work group consists of individuals who are scheduled to work 20 to 35 hours per week on a year round basis. Part-time employees who are regularly scheduled to work 20 hours or more per week shall receive Employee benefits (See **Appendix C**). Vacation time, sick time and holiday time shall be provided on a prorated basis for all regular part-time employees. Employees regularly working less than 25 hours per week shall not be eligible for BCRA (Barnstable County Retirement Association). Employees regularly working less than 20 hours per week shall not be eligible for Employee benefits (See **Appendix C**).

### **Article 3 – Management Rights**

3.1 Subject to the express provisions of this Agreement, the Town and its Select Board and Town Manager shall retain the right and authority to manage the budgets and operation of the Town, including but not limited to, the right to direct and supervise the work force and determine the size and structure of the work force; the right to hire, assign, transfer, promote, demote, layoff, discipline and discharge employees; the right to determine methods, means, processes, and personnel by which Town business is conducted; to establish new job classifications and duties;

to determine policy not inconsistent with the terms of the Agreement, and not inconsistent with the Town of Chatham Charter, including Massachusetts General Laws Chapter 150E.

#### **Article 4 – Union Business**

4.1 The members of the bargaining unit in the employ of the Town shall select from the employees covered by the Agreement, one (1) President; one (1) Vice-President; one (1) Secretary and one (1) Treasurer. The Association shall provide the Town with a written designation of the officers on or before July 1<sup>st</sup> each year and/or when the new officers are selected. The activities of the officers shall not interfere with their work for the Town and they shall obtain permission from the Town Manager and/or their designee to leave on Association business. Joint Labor-Management meetings called at a time agreed by both parties shall not result in a loss of pay on the part of the Association members requested to attend the meeting.

4.2 The Town shall provide a reasonable amount of space on its bulletin boards as well as use of the Town's E-mail for the posting of Association bulletins, but use of such bulletin boards & e-mail shall be restricted not contrary to the Town of Chatham's accepted e-mail communications policy for the following purposes:

- (a) Notice of Association meetings and activities;
- (b) Notice of elections and results;
- (c) Notice of appointments of Association representatives.

4.3 The Town shall provide access to the Association to use Town Facilities for the purpose of conducting Association business at no cost.

4.4 Association members who serve on the Bargaining team shall be given time off from work without loss of pay for the purposes of bargaining. The Association shall identify members of the bargaining team by written notice to the Town Manager prior to the start of collective bargaining.

4.5 The Town shall provide access to the Association to use office equipment for the purpose of conducting Association business, provided it does not interfere with the operations of the Town or the performance of work by the Association member.

#### **Article 5 – Payroll Deduction of Association Dues**

**5.1 Payroll Deduction Fee:** In accordance with MGL, Chapter 180, Section 17A, and 17G, as amended, the Town agrees that Association Dues, as determined by the Association, shall be deducted biweekly from the paycheck of each Association Member who executes and remits to the Town Treasurer the CMEA Membership and Dues Deductions Forms so authorizing such deduction. Such authorization shall remain in full force and effect as long as the employee remains in employment, or until sixty (60) days after notice in writing by an employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Association.

5.2 The Association shall keep the Town Treasurer updated as to the name of its authorized representative and the address to which the Association dues collections shall be remitted. The

Town shall notify the Association within ten (10) days of any new employees or any employee moving from Association payer to non-dues payer or non-dues payer to Association payer.

#### **Article 6 – Discrimination**

6.1 In the administration of this Agreement, neither the Town nor the Association shall discriminate against any Employee for any reason, such as but not limited to, that Employee's race, color, sex, religion, national origin, sexual orientation, age, political or union membership, or against qualified individuals with a disability.

6.2 Interpretation: This Article shall be interpreted in accordance with applicable Federal and State Law.

6.3 Reasonable Accommodation: In the administration of this Agreement, the Town and Association shall provide reasonable accommodations to qualified Employees with a disability and to Employees based upon their religious tenets. The need and extent of such accommodations shall be determined by the Town in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

#### **Article 7 – Harassment**

The Town of Chatham shall not tolerate, condone nor promote any form of physical, slanderous, or political harassment, or other form of conduct that shall create a hostile, intimidating, or otherwise offensive work environment. Manifestations may include, but not limited to, threats to job security or physical well-being, expressed openly or implied; written or visual material of prurient interest; unwelcome sexual advances or requests for sexual favors; acts deemed by the employee to be threatening due to the employee's political or religious beliefs, gender, race, color, creed or national origin, sexual orientation, age and membership affiliations or disabilities. Any suspected incident of harassment or hostile work environment should be reported to the employee's immediate supervisor and the Human Resources Department. An investigation will be conducted by the Human Resources Department and any other agencies as necessary. Should the suspected incident be confirmed, Management has the right to discipline the offending employee up to and including termination of employment depending on the severity of the incident. The offending employee or offended employee has the right of grievance and arbitration to the extent specified under Article 10 of this document.

The Town will not condone or tolerate any interference on the part of any elected or appointed official(s) during the execution of the employee's lawful responsibilities.

#### **Article 8 – Severability**

If any of the provisions of this Agreement shall be held unconstitutional or held invalid, by any court of competent jurisdiction, the decision of such court shall not affect or impair the remaining provisions of this Agreement.

## **Article 9 – Stability of Agreement**

9.1 No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

9.2 The failure of the Town or the Association to insist, in any one or more situations, upon performance of any terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Association to future performance of any such term or provision(s) and the rights and obligations of the Association and the Town to such future performance shall continue in full force and effect.

## **Article 10 – Grievance and Arbitration Procedures**

10.1 Bargaining unit members shall not be disciplined or discharged except for just cause.

10.2 Notwithstanding the basic right of the Association and its members to discuss problems arising out of their employment with the Employer, should any dispute, controversy, grievance or difference arise as to the meaning, application or operation of any provision of this Agreement, the same shall be treated as a grievance and every reasonable effort shall be made to settle such grievance. The procedures relating to the filing of a grievance shall be as follows:

### **A. Step 1**

A grievance must contain the name(s) of the aggrieved employee(s), date of alleged violation, section(s) of Agreement allegedly violated, facts upon which the grievance is based and remedy sought.

Grievances must start Step 1 process within ten (10) business days or within 10 business days of reasonable discovery of the occurrence or nonoccurrence of the act or condition upon which they are based.

The employee and/or the designated Grievance Committee member shall first present grievances to the Department Head and an earnest effort shall be made to adjust the grievance in an informal manner. The Department Head has ten (10) business days to answer the grievance. Where the Department Head fails to respond in writing within the required ten (10) business days, the grievance shall be deemed to have been denied and recourse may then be had to Step 2.

### **B. Step 2**

If a grievance is eligible for this Step 2 procedure, the written grievance, together with the answer of the Department Head, if any, shall be submitted by the employee and/or the designated Grievance Committee member to the Human Resources Administrator within ten (10) business days after the ten (10) business day period for response referred to in Step 1.

The Human Resources Administrator and the employee and/or the designated Grievance Committee member shall meet within ten (10) business days after such submission and shall

attempt to settle the grievance. The Human Resources Administrator shall answer the grievance in writing within ten (10) business days of the meeting.

**C. Step 3**

If the grievance is not adjusted to the satisfaction of either party during the Step 2 process or no answer is received, the grievance may, within ten (10) business days after the meeting, be filed with the Town Manager.

The Town Manager may, at his or her discretion, meet with the employee and/or designated Grievance Committee member within ten (10) business days after such submission. The Town Manager shall answer the grievance within ten (10) business days of the submission and/or meeting in the event such a meeting occurs.

**D. Step 4**

If the grievance is not adjusted to the satisfaction of either the Association or the Town, the grievance may be filed by either party for arbitration to a single arbitrator mutually agreed to by the parties, the American Arbitration Association or the Labor Relations Connection. The party filing for arbitration shall notify the other party within fifteen (15) business days of the Step 3 response of the Town Manager or their designee, or if no decision is received from the Town Manager or their designee at Step 3, the party shall be notified within fifteen (15) days of the date that the Step 3 response was due under the timeline described in Section C above.

The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party, matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement nor to grant pay retroactively for more than ten (10) business days prior to the date a grievance was submitted at Step 1. In addition, the Arbitrator shall have no power to decide matters not submitted, nor to fail to decide matters jointly submitted.

Neither the submission of questions of arbitrability to any Arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance arbitration procedure:

Dismissal or discipline of employees during the probationary period;

Layoff or non-disciplinary termination of employment except to the degree that the Town did not adhere to the procedure outlined in Article 12.

Classification and pay grade for newly created jobs;

Compliance with health and safety standards;

Performance Evaluations;

Any matter involving the exercise of management rights not otherwise restricted by provisions of this Agreement;

Any grievance not processed in accordance with the time limits or other provisions of this Article;

Any incident which occurred or failed to occur prior to the effective date of the Agreement.

The Arbitrator shall render a decision in writing no later than thirty (30) days after the conclusion of the hearing or the filing of briefs, whichever is later, unless the parties jointly agree otherwise.

The decision of the Arbitrator shall be final and binding upon the parties to this Agreement. Each party thereto shall bear the expense of preparing and presenting its own case. The expense and fees of the Arbitrator shall be shared equally by the parties.

The Town may also use the grievance procedure to bring a grievance against the Union. When so employed, the procedure shall start with Step 2 and shall substitute the Association for the Town. The meeting contemplated by the procedure shall take place within fourteen (14) days of submission of grievance by the Town. The timeframe outlined in Step 4 shall apply only to grievances not currently in process as of October 8, 2020.

### **Article 11 – Longevity and Recognition Payment**

11.1 Definition: Except as may be otherwise specified in this Agreement, longevity shall be defined as length of continuous service with the Town. Longevity shall be acquired by full-time and part-time permanent full-time and part-time Employees covered by this contract after completion of the six month probationary training period, at which time longevity shall be retroactive to the first day of employment.

11.2 Accumulation: Longevity shall accumulate during absence because of illness, vacation or other authorized leave or layoff for not more than twenty-four (24) months. Employees who are absent from the service of the Town due to a workers' compensation injury shall accumulate longevity.

11.3 Break in Longevity: Longevity 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 in excess of twenty-four (24) months.

11.4 Full-time employees and regular part-time employees (pro-rated based on percentage of hours worked) shall receive a lump-sum payment, separate and apart from base pay, based upon their years of service to the Town of Chatham. The Longevity Payments shall be made on the payroll immediately following the employee's anniversary date of hire as follows:

Upon completion of 6 years of experience	\$250
Upon completion of 7 years of experience	\$300
Upon completion of 8 years of experience	\$350
Upon completion of 9 years of experience	\$425
Upon completion of 10 years of experience	\$500
Upon completion of 11 years of experience	\$600
Upon completion of 12 years of experience	\$700
Upon completion of 13 years of experience	\$800
Upon completion of 14 years of experience	\$900
Upon completion of 15 years of experience	\$1,000
Upon completion of 16 years of experience	\$1,100
Upon completion of 17 years of experience	\$1,200
Upon completion of 18 years of experience	\$1,300
Upon completion of 19 years of experience	\$1,400
Upon completion of 20 years of experience	\$1,500
Upon completion of 21 years of experience	\$1,600
Upon completion of 22 years of experience	\$1,700
Upon completion of 23 years of experience	\$1,800
Upon completion of 24 years of experience	\$1,900
Upon completion of 25 years of experience	\$2,000

11.5 Association employees hired after May 1, 2013 will be subject to the following Longevity schedule:

Upon completion of 10 years of experience	\$300
Upon completion of 11 years of experience	\$300
Upon completion of 12 years of experience	\$300
Upon completion of 13 years of experience	\$300
Upon completion of 14 years of experience	\$300
Upon completion of 15 years of experience	\$400
Upon completion of 16 years of experience	\$400
Upon completion of 17 years of experience	\$400
Upon completion of 18 years of experience	\$400
Upon completion of 19 years of experience	\$400
Upon completion of 20 years of experience	\$500
Upon completion of 21 years of experience	\$500
Upon completion of 22 years of experience	\$500
Upon completion of 23 years of experience	\$500
Upon completion of 24 years of experience	\$500
Upon completion of 25 years of experience	\$1000

#### **Article 12 – Layoffs**

For lay-offs or any other reductions in force occurring for any reason, the Town will provide the Association notice of the reduction sixty (60) days prior to implementation. The parties will

thereafter meet forthwith to negotiate the impacts of the proposed layoffs. The Town shall provide each impacted employee with at least sixty (60) days of notice in writing prior to the effective date of the reduction. e.

Following a complete layoff (separation), so long as the employee was enrolled in the Town's health insurance benefits prior to the Town's notice to the Union that a position held by the employee had been targeted for a reduction in force, the Town shall bear the complete cost of COBRA benefits for the impacted employee for two (2) months following the effective date of the separation.

When a layoff is proposed in a particular Association position, Association members with greater longevity in a like position shall have bumping rights over those employees with less longevity provided said employee is qualified.

A laid-off employee shall be eligible for immediate recall into any position for which he is qualified for a period of two (2) years from the date of separation. The Town shall notify the employee of all vacancies for all positions for the entire recall period by electronic and first-class mail at the addresses provided by the employee to the Town. During the recall period to be eligible for recall, the employee must maintain any required certifications or qualifications that were a condition of employment for the previous position held. A recalled employee shall be subject to all regular Town of Chatham pre-employment screenings. An employee shall be ineligible for recall if there is substantial evidence that the employee has committed serious misconduct in the intervening period that would make the employee ineligible for rehire. In the event an employee refuses a recall opportunity offered by the Town, for a position for which the employee is qualified he/she shall be ineligible for future recall opportunities under the terms of this agreement.

### **Article 13 – Classification and Compensation**

13.1 Effective July 1, 2015, employees shall receive a Cost of Living Adjustment (COLA) that shall be based upon the Local Municipal Revenue Growth Factor (LMRGF), an analysis of the increase or decrease in local receipts, which shall include Motor Vehicle Excise tax, Other Excise<sup>1</sup>, Penalties and Interest in Taxes and Excise, Payments in Lieu of Taxes (PILOT), Fines and Forfeits, Investment Income, Medicaid, and Miscellaneous Recurring<sup>2</sup> income. Each of the foregoing descriptions for these revenue accounts are shown on Town of Chatham financial documents, and the amounts in these revenue accounts has been and will continue to be certified by the Massachusetts Department of Revenue at the close of each fiscal year.

If the growth in the total balances of the foregoing accounts is 0%, or if revenues in the total of those accounts decline, there shall be no COLA for the following year. If the balance in the total of these revenue accounts increases, the COLA for the following year shall increase by that percentage of growth, up to a maximum of 3% for any given fiscal year. The Finance Director shall provide notification to the Association of the LMRG within ten (10) business days of certification by the DOR to be applied for the ensuing year.

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<sup>1</sup> Room Occupancy, Boat Excise, and Local Meals Tax

<sup>2</sup> Includes items such as optical machines, microloan, prior year refunds

LMRG for Fiscal Year 22 (Effective July 1, 2021) is 0%  
LMRG for Fiscal Year 23 (Effective July 1, 2022) is 3%  
LMRG for Fiscal Year 24 (Effective July 1, 2023) is 3%

The parties acknowledge that an employee must be on the payroll at the time of ratification in order to receive any retroactive COLA pay.

13.2 Any employee who is willfully assigned by the Town or the Town's designee to a vacant position in a higher grade and assumes all the duties required of that position shall, commencing with the first day of such assignment by the Town, be paid at that step in the higher grade which reflects an increase over the employee's regular rate of pay in his/her regular position.

a. The positions of the Recreation Coordinator, Youth Services Coordinator and Recreation Supervisor shall be classified thirty five (35) hours per week. The parties agree that along with this change, a time tracking system will be developed by management for the Community Center positions. Increased hours become effective July 1, 2017.

b. The positions of DPW Secretary and Park and Recreation Administrative Assistant shall be increased to 40 hours per week effective within one pay period following the funding authorization of the collective bargaining agreement dated July 1, 2018 to June 30, 2021.

c. The parties acknowledge Management's right to place a new employee on any step higher than step 1 upon hire.

### 13.3 Pay Increases — Adjustments and Merits:

An employee in continuous full-time or part-time service shall receive a pay adjustment from his or her present pay step to the next higher pay step on his or her anniversary date, provided (s)he has a satisfactory performance rating or better, using the employee system process contained herein.

### 13.4 Promotional Increases

An employee receiving a Promotion to a vacant or new position shall, upon assignment resulting from such Promotion, receive, as a minimum, the compensation equivalent of the first Pay Step of the Salary Range for the newly occupied position. If, however, such action does not provide an increase in the employee's pay of at least 5%, the employee's pay shall be adjusted, within the new position's salary range, to the Pay Step which shall provide the equivalent of at least a 5% increase.

### 13.5 Professional Growth Recognition Pay

Professional Growth Recognition Pay may be granted to an employee who enhances his or her position and the professional strength of Town government by the successful, documented receipt of a college degree, professional certification, license, or related combination of special training and achievement.

In order to be eligible for Professional Growth Recognition pay, an employee must first receive: (1) a recommendation from the employee's supervisor (2) prior written approval of the employee's Department Head (3) prior written approval of the Town Manager.

Professional Growth Recognition pay is intended to compensate employees who have enhanced his or her position and the professional strength of Town government by the successful, documented receipt of a college degree, professional certification or license or related combination of special training and achievement.

In the event that an employee receives all requisite approvals, a pay adjustment shall be awarded in the amount equal to one Pay Step. Should said employee already be at the top Pay Step for the position held, the equivalent of a one step pay increase will be awarded.

All pay adjustments provided for professional growth recognition pay shall be contingent upon funding.

### 13.6 Education Assistance

With prior approval of the Town Manager, subject to appropriation of funds for this purpose, permanent employees of the Town shall be entitled to reimbursement for authorized costs incurred for education training which enhances an employee's credentials and ability to perform his/her work by being related to the work performed by the position or other positions within the discipline. The employee must have at least one year of continuous employment with the Town prior to applying for reimbursement. The employee is expected to continue employment with the Town for at least one year after receiving educational assistance or shall be subject to reimbursing all assistance amounts to the Town.

- (a) Application for reimbursable course work should be made through the employee's Department Head prior to taking the course(s) of study.
- (b) Approved courses shall be taken at Massachusetts State or Community colleges, or other similarly accredited institutions.
- (c) Evidence of a minimum course grade of "C" or its equivalent to successfully pass the course must be attained to qualify for reimbursement.
- (d) Reimbursement shall be at the rate of 100% of the expended and documented costs for course related fees, books, and tuition but excluding travel related costs with a cap of \$2,000 per person per fiscal year.

Courses of study reimbursable under this program shall be conducted outside the employee's scheduled hours of work. Flexibility in scheduling work hours may be made at the discretion of the Department Head based on the needs of the Town.

## **Article 14 - Performance Appraisal**

14.1 To enhance communication, to build greater understanding in employee/supervisor relations, and work toward advancement of individual development, a program to conduct annual reviews of each employee's performance shall be in place and occur at least one time during each fiscal year. The appraisal shall focus on but not be limited to,

- a. The employee's success or lack of in achieving agreed-upon objectives;
- b. Developmental plans for performance improvement;
- c. Mutual understanding of programs to achieve the employee's growth goals and career aspirations; and
- d. Decisions on complimentary programs of on-the-job and off-the-job training and development. Employees shall be given a copy of said review and an opportunity to comment in writing regarding the review. Employee's comments shall also be filed in his or her personnel record.

A copy of a written appraisal shall be prepared relative to each appraisal discussion, be made available to the employee, and become part of the employee's official personnel record. Appraisal discussions shall be conducted with input from the employee's immediate supervisor and final approval and delivery by the Department Head. Disagreements in reaching consensus between the employee and supervisor are subject to the grievance process in Article 10, up to and including Step 3 (Town Manager) but shall not be eligible for Step 4 arbitration under Article 10, unless the appraisal results in the denial of a step increase, demotion, suspension or termination.

#### **Article 15 – Job Posting and Bidding**

15.1 When a position covered by this Agreement becomes vacant or a new position vacancy occurs, and the Town determines a need to fill said vacancy, the position shall be posted in a conspicuous place in each Town office building for all employees covered by this Agreement listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for a minimum of ten (10) working days. Employees interested in the position shall have until the posted deadline to submit a letter of interest to the Human Resource Department.

15.2 The Town retains the right to select the applicant with the greatest qualifications and ability, whether or not he/she is an employee. The parties agree that any positions posted pursuant to this Article shall be concurrently posted internally and externally.

15.3 In the event that a member of the bargaining unit is not selected for the vacant position in favor of an outside hire, the member not selected may request a meeting with the Town Manager to discuss his or her concerns.

15.4 Any dispute hereunder shall not be subject to the grievance and arbitration procedure.

15.5 Bargaining unit members shall be given priority in the case of equal qualifications. In all applications of longevity under this Agreement, the ability of the Employees shall mean the qualifications and ability of an Employee to perform the required work with minimal training.

Position selections shall be subject to the grievance and arbitration procedure. Where qualifications and ability are equal, longevity shall be the determining factor.

## **Article 16 - Hours of Work and Overtime**

### **16.1 Classification of Employees**

- a. **Managerial Group** – An employee occupying a position classified in this group is not entitled to overtime compensation or compensatory leave. Employees in this group shall receive an additional five days of time off with pay or compensation to be earned at the rate of one-half day per month not to exceed five days in a twelve month period. Any unused portion of the time off with pay may be converted at the end of the twelve month period to a lump sum commensurate with the employee's daily equivalent of pay as of June 30<sup>th</sup>.
- b. **Administrative, Professional or Supervisory Group** – An employee occupying a position classified in this group is not entitled to overtime compensation. For time worked outside of the employee's normal hours of work, he or she is entitled to take the amount of equal compensatory time off as approved by the employee's Department Head.
- c. **Labor and Maintenance Group** – An employee in this group shall be compensated at time and one-half times his or her regular hourly rate for hours worked in excess of forty (40) in a payroll week but only when said overtime is authorized by the appropriate Department Head.
- d. **Clerical Group** – An employee in this group shall be compensated at the straight time hourly rate for his or her position which corresponds to his or her Pay Step Rate for hours worked in excess of thirty-five (35) hours per week, but less than forty (40) only when said overtime is authorized by the proper Department Head. Authorized overtime in excess of forty (40) hours shall be paid at one and one-half times the employee's equivalent hourly rate.
- e. **Regular Part-time Employees** as defined in Article 2– shall be compensated at their hourly rate for up to forty (40) hours in a payroll week, and except for employees in the Managerial group, and employees in the Administrative, Professional and Supervisory Group, when authorized to work in excess of forty (40) hours shall be paid at the rate of time and one-half their hourly rate for said hours worked.

16.2 All hourly employees (Labor and Maintenance Group, Clerical Group) shall provide for one (1) fifteen (15) minute break within every four hours of work.

16.3 All overtime hours shall be assigned on a fair and equitable basis among bargaining unit members in the same department.

16.4 Calculation of Overtime: The parties agree that for employees who are eligible for overtime, that vacation, sick, and personal leave are considered “hours worked” for the purposes of calculating overtime over forty (40) hours.

16.5 Call Back Pay: An eligible employee who has completed his or her normal work day and who is thereafter recalled by the supervisor prior to the start of their next shift shall receive a minimum of three (3) hours pay for such authorized call back at one and one half times the employee’s equivalent hourly rate.

### **Article 17 – Compensatory Time**

17.1 All employees in the Administrative, Professional or Supervisory Group who do not receive monetary reimbursement for hours worked beyond normal work hours per week shall instead receive compensatory time off from work equal to time and one half (1½) their regular rate of pay for hours worked in excess of forty (40) hours.

17.2 All non-exempt employees covered by the Agreement who can receive monetary reimbursement for hours worked beyond their normal schedule (Labor and Maintenance Group, Clerical Group) shall be given the option to receive compensatory time off from work equal to time and one half (1½) their regular rate of pay or monetary reimbursement.

17.2.1 A Clerical Group employee who works beyond their normal schedule, as authorized by the Department Head, but who has worked less than 40 hours shall be given the option to receive compensatory time off from work at hour for hour (straight time).

17.2.2 A Clerical Group employee who works outside of his/her regularly scheduled hours, as directed by the Department Head, to attend an assigned Board meeting, even if the employee has worked less than forty (40) hours, shall be given the option to receive compensatory time off from work equal to time and one half (1½) for time spent attending the Board meeting.

17.3 Compensatory time may be accrued up to a maximum of forty (40) hours.

17.4 When compensatory time is taken, it may be at the request of the employee with approval by the supervisor. Compensatory time may be taken in hourly increments.

17.5 It shall be the responsibility of the employee to maintain individual records of compensatory hours and submit the information to his/her supervisor. Each Department shall maintain a list of department employees who are currently owed compensatory time and the number of hours of compensatory time owed.

### **Article 18 - Temperature Clause**

18.1 Working Conditions: Except in the cases of emergency, when the temperature becomes oppressive, either excessively hot or cold, the continuance of work for the duration of the shift shall be at the discretion of the Department Head after consultation with the Town Manager.

Should the Department Head order the suspension of work for the remainder of the shift, the employees so relieved shall be paid straight time rates to the end of the shift. However, the Department Head may reassign the employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from oppressive work conditions.

18.2 The parties agree to develop a list of essential and non-essential personnel in the bargaining unit and further agree that non-essential personnel shall not be required to report to work when there is a ban on all travel declared in Barnstable County by the Governor and/or in the event the Town Manager deems it unsafe to travel to Town Offices.

18.3 Any hourly employee performing snow and ice support or removal operations, or other weather-related cleanup, during the closure of Town Offices will be compensated at time and a half for all hours worked continuously during the inclement weather event.

### Article 19 – Paid Holidays

19.1 The following days shall be considered paid holidays:

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

19.2 Holidays falling on a Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated on the proceeding Friday. If an overtime eligible employee is required to work on a holiday, (s)he will be paid at time and a half.

19.3 Employees shall be entitled to these designated Holidays on the following terms:

- (a) Holiday hours are equal to the employee's normal work hours per day.
- (b) If paid on an hourly basis, Employees shall receive one day's pay at said employee's regular rate of pay based on the number of hours that employee would have been scheduled to work on the day in which the designated Holiday fell.
- (c) Holiday hours are considered hours worked for purposes of computing overtime pay.
- (d) Transfer Station Employees: The parties agree that Transfer Station employees who are scheduled to work on one of the above listed holidays shall be paid at a rate of time and one half for the holiday worked. Employees are also entitled to a day off with pay to be utilized within thirty (30) days in which the holiday falls.

- (e) Transfer Station Employees: The parties agree that when a holiday falls on an employee's regular day off, the employee is given a day off to be utilized within thirty (30) days of when the holiday falls.
- (f) The Town shall close the Transfer Station on Easter Sunday.

19.4 When a Holiday falls during an employee's vacation time, he/she shall not be charged vacation time for said Holiday.

### **Article 20 - Vacation Leave**

20.1 Accrual rates are based on the employees' hire/anniversary date:

- (a) All benefit eligible employees with less than five (5) years of service covered under this agreement shall accrue vacation leave at .833 days per month of service, equaling 10 vacation days per year.
- (b) All benefit eligible employees covered under this agreement with more than five (5) years but fewer than ten (10) years of service shall accrue vacation leave at 1.25 days per month of service, equaling 15 vacation days per year.
- (c) All benefit eligible employees covered under this agreement with more than ten (10) but fewer than fifteen (15) years of service shall accrue vacation leave at 1.66 days per month of service, equaling 20 vacation days per year.
- (d) Effective July 1, 2017, all benefit-eligible employees with more than fifteen (15) years of service covered under this agreement shall accrue vacation leave at 2.09 days per month of service, equaling 25 vacation days per year.
- (e) All Association members employed as of May 1, 2013 who currently receive twenty-five (25) vacation days per year will continue to receive 25 vacation days per year.

20.2 Regular part time employees accrue and earn vacation leave on a prorated basis.

20.3 Vacation leave may be taken at any time during the year, subject to the limitations set forth in the preceding paragraphs, with the approval of the employee's Department Head. All vacation requests shall be approved or denied as soon as possible, but within 10 days of when the Department Head receives the request. Multiple requests for the same vacation week shall be resolved on the basis of seniority and all vacation scheduling is subject to the approval of the Department Head. Any vacation denial must be supported by a valid business reason. A senior employee, however, may not bump a junior employee who has prior approval of the same vacation week(s).

An employee may use vacation leave prior to accrual with the approval of the employee's immediate Supervisor and Department Head. However, the parties agree that in the event an employee separates from employment and "owes" the Town vacation time, the Town may recoup this amount in the employee's final pay check.

20.4 Upon termination of employment, other than discharge for cause, the employee shall be paid for current accrued vacation, including the month in which the employment is terminated.

20.5 Upon the death of an employee who is eligible for vacation, payment entitlement for vacation earned but not taken shall be made to the estate of the deceased.

20.6 Effective June 30, 2019, employees shall only be allowed to “carry over” a maximum of ten (10) total vacation days into the next Fiscal year which begins on July 1.

20.7 In the event an employee is absent for a period of more than six (6) months, he/she shall cease to accrue vacation under this Article.

#### **Article 21 – Personal Leave**

A full-time employee in continuous service shall be eligible to receive two (2) Personal days with pay per each fiscal year. One (1) Personal Day with pay per each fiscal year shall be granted to regular part-time employees. A Personal Day may be taken only with the approval of the employee’s Department Head. Personal Days may be taken in hourly increments. Personal Days are non-cumulative.

#### **Article 22 – Sick Leave**

The following shall govern sick leave for regular full-time benefit eligible employees in continuous service with the Town. Regular part-time employees shall receive sick leave pay on a proportionate basis.

22.1 An employee in continuous employment shall be allowed 15 days sick leave within each fiscal year, or shall accrue one and one quarter days for each month. Sick Leave may be taken in hourly increments.

22.2 An employee in continuous employment shall annually be credited with the unused portion of sick leave granted under subsection 22.1 up to a maximum of 160 days.

22.3 When necessary, sick leave may be used by an employee to take care of an ill member of their immediate family, domestic relationship or household, subject to the same provisions as in section 22.1 above. Immediate family shall consist of mother, father, brother, sister, spouse, partner, child, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, foster, step and/or adopted children.

22.4 Sick leave may be used for healthcare appointments with approval of the employee’s Department Head.

22.5 Payments made under the provisions of this section to an employee who is receiving Workmen’s Compensation payments shall be limited to the difference between the amount paid in Workmen’s Compensation and the employee’s regular rate. These payments which are to be made by the Town shall continue for not more than six months unless extended beyond that period by the Town Manager.

22.6 Upon death, retirement, or voluntary resignation, payment shall be made of twenty-five (25) percent of accumulated sick leave. Additionally, the retiring or resigning benefits eligible employee shall be allowed to donate to the Sick Leave Bank twenty-five (25) percent of his or her remaining sick leave. Employees hired after May 1, 2013 shall not be paid for their accumulated and unused sick time upon their death, retirement or voluntary separation of service.

22.7 Employees who have reached the maximum of one hundred sixty (160) days accumulation and who have not used any sick leave during a six-month period ending either December 31 or June 30 shall be entitled to convert two days of sick leave (2/10 of the employee's biweekly pay) to a sum commensurate with the employee's regular rate of pay.

22.8 An employee shall earn one (1) additional personal leave day for each six (6) month period where no sick leave is used. This would allow for a maximum of four (4) personal leave days in a fiscal year to be used within six (6) month of being earned. The earning of these additional days will be based upon calendar year (i.e. January 1<sup>st</sup> – June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>).

22.9 A signed doctors' note may be requested upon absence of more than three (3) consecutive days or if a significant pattern has been identified.

22.10 Employees who have been warned that their sick leave use has created a pattern of abuse may be disciplined upon continued abuse of sick leave. Patterns of abuse may consist of, but are not limited to, single day absences before or after regularly scheduled days off, weekends and/or holidays.

22.11 Employees timesheets shall accurately note any leave related to illness as sick leave.

### **Article 23 – Sick Leave Bank**

23.1 By completing an Employee Sick Leave Bank Donation Form, an employee may elect to contribute two of his/her personal sick leave days on July 1 of each fiscal year into a Sick Leave Bank to be administered by a committee made up of four (4) members. The Sick Bank Committee shall consist of two (2) participating members of the bargaining unit who contribute to the Sick Leave Bank and two (2) non-CMEA employees appointed by the Town Manager. Each member of the committee is appointed for a period of two (2) years or until a successor is appointed. The Human Resource Director or his/her designee shall serve as an ex-officio member and shall be responsible for maintaining the records for the Committee. The Committee shall appoint its own Chairperson and may by majority vote recommend replacement of a member. The Sick Bank Committee may meet during regular work hours to conduct business as necessary without loss of pay. If the Sick Leave Bank Committee should reach "stalemate" or impasse with respect to a Committee vote, one of the CMEA SLB participating members shall be randomly selected to vote to break the impasse.

23.2 At any time with written notice an Employee may elect to withdraw from the Sick Leave Bank, however, all hours contributed to date shall remain in the Sick Leave Bank.

23.3 Association Employees covered by this collective bargaining agreement, who earn Sick Leave credits and have been employed for six (6) months or more in a permanent status, are eligible to participate in the Sick Leave Bank. For employees with work week schedules less than full time, the days contributed and used shall be calculated on a pro rata basis.

23.4 An employee who has exhausted or expected to exhaust all of his/her accumulated Sick Leave and who has completed the probationary period, can make written application stating reason along with a physician's certificate while maintaining HIPAA regulations to the Human Resources Administrator for confirmation of eligibility and referral to the Sick Bank Committee for the use of sick bank days in the case of a serious long-term illness. However, only employees who have actively contributed to the bank shall be eligible to draw from the bank.

23.5 A majority vote of the Sick Bank Committee shall be necessary for the granting of Sick Leave Bank days, and in making its decision, the Sick Bank Committee shall review the employee's length of service, prior sick leave records, and facts surrounding the request. Increments of thirty (30) days may be awarded by the Sick Bank Committee.

23.6 The Town shall maintain up-to-date records of allocations to and from the Sick Bank, which shall be made available to the Sick Bank Committee. The Town and the CMEA shall work jointly establish full accounting of the Sick Leave Bank on or before January 1, 2020 as of March 10, 2020.

23.7 CMEA agrees to jointly update and create Sick Leave Bank criteria with the Town that will become part of the collective bargaining agreement within thirty (30) days following ratification.

#### **Article 24 – Worker's Compensation**

24.1 The Town shall provide Workmen's Compensation insurance for all Employees covered by the Agreement. The employment rights for Employees on Worker's Compensation shall be in accordance with M.G.L. Chapter 152 & 75A. Employment rights for Employees who receive lump sum settlements shall be in accordance with M.G.L. Chapter 152 & 48, and all other General Laws and regulations relative thereto.

#### **Article 25 – Bereavement Leave**

25.1 Bereavement leave is intended to give employees time to arrange and attend services and attend to personal and family matters.

25.2 Bereavement Leave permits eligible employees to take time off from work with regular pay for up to five (5) business days for the purpose of bereavement of immediate family members. Immediate family shall consist of mother, father, brother, sister, spouse, domestic partner, and child, including step and/or adopted children living in the immediate household.

25.3 Bereavement Leave permits eligible employees to take time off from work with regular pay for up to three (3) business days for the purpose of bereavement of grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law.

25.4 Regular part-time employees may receive Bereavement Leave on a basis proportional to the number of regularly scheduled hours of work.

### **Article 26 – Family and Medical Leave Act**

In accordance with the Federal Law, all eligible employees are entitled to take up to twelve (12) weeks of time from work during a twelve (12) month period of time under the Family and Medical Leave Act.

### **Article 27 – Jury Duty, Leave of Absence**

#### 27.1 Jury Duty

An employee called for jury duty shall be paid by the Town in full for regular working schedule. The Town will not reimburse travel expenses.

#### 27.2 Leave of Absence

Leave without pay to enable an employee to resolve a pressing personal situation may be granted with the approval of the Town Manager. During a Leave of Absence without pay, an Employee shall not accumulate vacation leave, sick leave or longevity credits. All other employee rights & privileges continue.

#### 27.3 Military Leave

Employees shall be granted military leave in accordance with the provisions of General Laws, Chapter 33, Section 59.

### **Article 28 – Boots and Uniforms**

28.1 The Town will reimburse the job titles listed on the attached Schedule B up to \$150 per year for work boots and that employees of the Labor and Maintenance Group are required to wear said boots on duty.

28.2 The Town shall annually provide seasonal appropriate uniforms (long pants) for the Labor and Maintenance Group employees required to wear long pants and such employees shall be required to wear long pants procured by the Town.

### **Article 29 – Mileage Reimbursement for Town Business**

29.1 Employees shall be paid a mileage allowance for the authorized use of a personal motor vehicle on Town business at the rate prescribed by the Internal Revenue Service.

### **Article 30 – Group Medical Insurance & Benefits**

30.1 For all employees hired prior to May 1, 2013 the Town's share of the premiums for any non-voluntary group medical insurance benefits shall be 70%, and the employee's share of the cost of said premium shall be 30%.

30.2 – For all employees hired after May 1, 2013 the Town's share of the premiums for any non-voluntary group medical insurance benefits shall be 65%, and the employee's share of the cost of said premium shall be 35%.

### **Article 31 – Employee Personnel Files**

31.1 No material originating from and/or prepared by the Town relating to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to read the material. This same requirement shall apply to material originating from a source other than the Town concerning the conduct, service, character or personality of an employee except where said personnel record includes information of a personal nature about a person other than the employee and disclosure of the information would constitute a clearly unwarranted invasion of such other person's privacy. This will be interpreted in accordance with applicable MGL Chapter 149, Section 52C.

31.2 In the event of a public request for information in the personnel file, that employee will be notified of such request.

31.3 Any employee, upon request to review his/her personnel record, may do so, at a mutually convenient time, in the presence of the Town Manager, or their designee, within 5 business days of original request and not be subject to limitation on number of requests.

### **Article 32 – Direct Deposit**

32.1 Direct Deposit - Effective July 1, 2013 - all employees shall participate in Town's Automatic Deposit program for paychecks.

### **Article 33 - Drug and Alcohol**

33.1 Employees may not report for work or stay at work while impaired.

33.2 If, after the Town completes a proper investigation, determines an individual was impaired at work, in the first instance, he or she will be referred to the Employee Assistance Program and issued a treatment plan.

33.3 If the Employee does not comply with the treatment plan and/or comes to work again impaired, he or she shall be subject to progressive discipline up to and including discharge.

### **Article 34 – Temporary Workload**

In the event of a vacancy in a position or the absence of another Association member from their position of over thirty (30) days, which an Association member believes has created a significant increase in that Association member's workload as the result of the vacancy or absence, the Association member may notify the Human Resources Department in writing requesting an opportunity to discuss/meet a temporary increase in pay to reflect the increased workload on a temporary basis limited to the duration of the vacancy or absence. The decision to grant any temporary pay increase, as well as the amount and duration of any temporary increase in pay is within the Town's sole discretion and is not subject to the Article 10, Grievance and Arbitration Procedures. Any temporary pay increase granted shall be retroactive to the first date of assignment.

### **Article 35– Appeal of Classification for Existing Employees**

Effective July 1, 2020, an employee who seeks a reclassification shall request such reclassification in writing to the Human Resources Administrator. The request shall also be filed with the Union.

Such request must outline the employee's existing job description and any and all additional duties, which may have been assigned to the employee utilizing the attached Appendix E "Request for Position Re-Classification." The parties acknowledge that technology changes, which do not result in additional duties, shall not be a valid basis for reclassification. The Human Resources Administrator may conduct a desk audit if necessary and may provide additional relevant information.

The Town Manager agrees to review the information provided and may interview the employee and the employee's supervisor, Division or Department Head regarding the request. The Town Manager will conduct a full analysis and within 30 days of the submission of all information, the Town Manager shall make a decision in writing regarding the proposed reclassification.

The decision of the Town Manager is final and not grievable or subject to the parties' grievance and arbitration provision. However, the parties agree that an employee may request a meeting with the Town Manager in the event he/she denies the request. The Town Manager agrees to have said meeting, if requested.

In the event a reclassification is awarded by the Town Manager, the parties agree that the monies necessary to fund such request shall be budgeted for the following fiscal year, and if funds are available, will take effect on July 1. However, in the event there is existing adequate funding within the Departments current fiscal year budget, the reclassification will take effect upon approval. However, there shall be no retroactivity.

All reclassification requests must be filed by September 30 in order to be considered for an upgrade for the next fiscal year. (see Appendix E "Reclassification Request Form" as separate attachment).

### **Article 36 – New Hires**

36.1 Each newly hired employee is without job security for the first six (6) months of service and may be discharged at any time for any reason during this probationary period at the Town's sole

discretion without a hearing and without recourse through the grievance and arbitration provisions of this Agreement. The Town may extend this probationary period for up to a maximum period of nine (9) months with a review performed midway through the first six (6) months of probation. Upon completion of an employee's probationary period, the Town may remove an employee for just cause.

36.2 In the event an existing employee is promoted or takes a lateral move to a different position within the bargaining unit, the first three (3) months in that promotional/lateral position shall be considered a trial period during which the Town can assess the performance of the employee in the new position and at its sole discretion determine whether the employee shall continue in that position. The Trial Period in a promoted/lateral position will last no longer than 3 months. Said determination shall be made without recourse to the employee and/or the Association through the Grievance and Arbitration Provisions of this Agreement. In the event that the Town determines that a bargaining unit member making a lateral move is unable to satisfy the Town's performance standards, the member shall have the opportunity to return to his/her prior position, following the Town's determination, if the prior position is vacant.

36.3 An employee who is promoted or takes a lateral move to a different position within the bargaining unit shall be permitted to voluntarily move back to his/her previous position within the bargaining unit within the first thirty (30) days of the appointment should he/she so elect provided said position is vacant.

### Article 37 - Duration

37.1 This agreement shall be effective from July 1, 2021 through June 30, 2024 and shall continue in full force and effect until superseded by a new contract.

**Chatham Municipal Employees Association**

Luisana K. Rocca

John [Signature]  
Michael A. Clarke

Ramona Jones

Senne Mahall  
**Date**

**Town of Chatham**

[Signature]

Dean P. Nicastro  
[Signature]

Jeff S. Pilon

Jan 5, 2024  
**Date**



## APPENDIX A      Recognized Positions in the CMEA

The Town recognizes the Association as the sole and exclusive bargaining unit for all of the regular, full-time and part-time, professional and nonprofessional employees as follows:

### Community Development:

- Building Commissioner
- Local Building Inspector
- Central Permitting Coordinator
- Office Manager
- Secretary

### Council on Aging

- Outreach Coordinator
- Program and Communications Coordinator
- Receptionist
- Secretary

### Finance Department:

- Accounting Clerk
- Assessor
- Deputy Assessor
- Assessing Clerk
- Channel 18 Media Coordinator
- Channel 18 Assistant Media Coordinator
- Treasurer/Collector
- Assistant Treasurer/Collector
- Collections Assistant

### Natural Resources/Health

- Conservation Agent
- Assistant Conservation Agent/North Beach Manager
- Conservation Secretary
- Director of Coastal Resources
- Shellfish Constable
- Assistant Shellfish Constable
- Health Agent
- Health Inspector
- Health Secretary
- Harbormaster
- Deputy Harbormaster
- Assistant Harbormaster/Office Manager
- Mooring Manager

### Principal Projects and Operations

- GIS Coordinator
- Projects and Operations Assistant

### Public Works

- Administrative Assistant
- Water & Sewer Secretary
- Facilities Foreman
- Facilities Technician
- Highway Division Foreman
- Highway Division Special Equipment Operator
- Highway Division Senior Equipment Operator/Mechanic
- Highway Division Senior Laborer
- Parks Foreman
- Parks Laborer/Groundswoker
- Transfer Station Foreman
- Transfer Station Special Equipment Operator
- Transfer Station/Highway Laborer
- Transfer Station Gate & Scale Attendant

Recreation

- Administrative Assistant
- Building Supervisor
- Recreation Coordinator
- Recreation Program Supervisor

Town Clerk

- Town Clerk
- Assistant Town Clerk

## APPENDIX B

## Employee Benefits

Group Health Insurance  
Group Dental Insurance  
Basic Life Insurance  
Voluntary Eye Care Insurance  
Voluntary Supplemental Life Insurance  
Voluntary 457(B) Deferred Compensation Plan  
Employee Assistance Program  
Health Care Flexible Spending Account  
Dependent Care Flexible Spending Account  
Sick Bank  
Paid Sick Leave  
Paid Vacation Leave  
Family Medical Leave Act  
Bereavement Leave  
Leave of Absence  
Military Leave of Absence  
Jury Duty Leave of Absence  
Educational Assistance

APPENDIX C  
Reimbursement

Employees Eligible for Boots

	Existing POSITIONS	Department	
1.	Highway	Highway	Existing Allowance
2.	Highway	Highway	Existing Allowance
3.	Highway	Highway	Existing Allowance
4.	Highway	Highway	Existing Allowance
5.	Highway	Highway	Existing Allowance
6.	Highway	Highway	Existing Allowance
7.	Transfer Station	Transfer Station	Existing Allowance
8.	Transfer Station	Transfer Station	Existing Allowance
9.	Transfer Station	Transfer Station	Existing Allowance
10.	Transfer Station	Transfer Station	Existing Allowance
11.	Highway	Highway	Existing Allowance
12.	Facilities	Facilities	Existing Allowance
13.	Facilities	Facilities	Existing Allowance
14.	Facilities	Facilities	Existing Allowance
15.	Parks & Grounds	Parks & Grounds	Existing Allowance
16.	Parks & Grounds	Parks & Grounds	Existing Allowance
17.	Parks & Grounds	Parks & Grounds	Existing Allowance
18.	Parks & Grounds	Parks & Grounds	Existing Allowance
	<b>NEW Positions</b>		
19.	Building Commissioner	Community Development	
20.	Local Building Inspector	Community Development	
21.	Shellfish Constable	Shellfish	
22.	Propagation Specialist	Shellfish	
23.	Conservation Agent	Conservation	
24.	Asst. Conservation Agent	Conservation	
25.	Health Agent	Health & Environment	
26.	Health Inspector	Health & Environment	
27.	Director of Coastal Resources	Coastal Resources	
28.	Harbormaster	Harbormaster Division	
29.	Deputy Harbormaster	Harbormaster Division	
30.	Mooring Manager	Harbormaster Division	
31.	Director of Assessing	Assessing	
32.	Assistant Assessor	Assessing	
33.	Assessing Clerk/Field Technician	Assessing	



Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Submitted \_\_\_\_\_

Date Rec'd by HR: \_\_\_\_\_

**Findings of Human Resources Administrator:**

Was it found that additional or substantially different duties or functions been assigned to the employee? Yes \_\_\_\_\_ No \_\_\_\_\_

Are changes to the description proposed? If so, **attach a dated copy of the proposed revised description** for review by the Town Manager.

If any changes warrant re-classification of the position, please identify those changes and explain why re-classification is warranted.

Is reclassification recommended? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is the recommended NEW classification. \_\_\_\_\_

Signature: \_\_\_\_\_

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

Town Manager's receipt: \_\_\_\_\_

**Please attach Town Manager's dated Decision once rendered.**