AGREEMENT

BETWEEN

TOWN OF SANDWICH

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 888, AFL-CIO

Effective: July 1, 2019

Expiring: June 30, 2022

(Highway, Parks, Buildings, and Grounds, and Sanitation Divisions)
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APPENDICES A-C SHOWING WAGES
ARTICLE 1.0
Recognition

Section 1-1. Recognition
In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR-2666, issues on July 11, 1978, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment of employees in the positions of Laborers in the Park Division, Highway Division, and Sanitation Division excluding temporary, seasonal employees, part-time employees and all other employees. For the purposes of this Article, temporary employees shall be defined as those working for 365 consecutive days or less. Any temporary employment greater than 365 days will be mutually agreed upon.

Section 1-2. Part-time Employees
For the purposes of this Article, "part-time employees" shall be defined as those employees working less than 20 hours per week in a normal workweek. These employees are expressly excluded from the bargaining unit.

Section 1-3. Sanitation Manager and Highway Manager
The Sanitation Manager and Highway Manager positions are expressly excluded from the bargaining unit.

ARTICLE 2.0
Management Rights

Subject to the express provision of this Agreement, the Town shall retain all the rights, powers, and authority it has prior to the signing of this Agreement, either by Law, custom, practice, usage, or precedent to manage and control and to determine the methods and means by which the operations of the Town are to be carried on and to direct the employees of the Town in any manner, including but not limited to the right to direct and supervise the work force including the assignment of overtime; the right to hire, assign, transfer, promote, demote, lay-off, discipline and discharge employees; the right to determine reasonable standards of performance; and the right to determine policy; the right to issue reasonable rules and regulations, all as the Employer may from time to time deem best for maintaining efficient operation and to be in the best interests of the inhabitants of the Town.

The exercise of the aforesaid rights shall remain exclusively within the prerogative of management so long as not in conflict with any of the provisions of this Agreement and not exercised in an arbitrary or capricious manner.

ARTICLE 3.0
Stability of Agreement

Section 3-1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 3-2. The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the Union to
future performance of any such term or provision and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

Section 3-3. This contract constitutes the entire Agreement between the parties. Any Memoranda of Understanding or other written amendments dated prior to July 1, 2003 are null and void.

ARTICLE 4.0
Payroll Deduction of Union Dues

Section 4-1. Payroll Deduction and Union Dues. The Employer shall deduct from the employee’s pay an amount set by the union for union dues, agency fees and Committee on Political Action (COPA) contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional due amounts specified by the Union and authorized by the employee. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH).

Section 4-2. Employee Rosters. Along with the ACH payment, an employee payroll roster will be submitted. This roster will be delivered via electronic means utilizing a CSV or Excel format and will also include any member in the bargaining unit that may choose not have dues deducted. This electronic employee payroll roster must include the following information for each bargaining unit member: legal name, employee identification number, home address, phone number, work e-mail address, date of hire, annual salary, deduction amount and type, bargaining unit name, department in which member works, job title, pay ending date and check date. At least quarterly, the Employer shall supply the Union with an updated electronic payroll roster of all bargaining unit members covered by this agreement along with any status changes such as new hires, terminations and/or transfers of members.

ARTICLE 5.0
Agency Fee

Each employee who elects not to join or maintain membership in the Union, shall be required to pay, as a condition of employment, beginning 30 days following the commencement of his/her employment or the effective date of this Agreement, whichever is later, a service fee to the Union in an amount equal to the amount required to become and remain a member of good standing of the Union as provided in the General Laws, Chapter 150E, and remit the aggregate amount to the Treasurer of the Union, along with a list of agency fee members who are having said fees deducted. Such remittance shall be made bi-weekly.

ARTICLE 6.0
 Strikes Prohibited

Section 6-1. No Strikes: The Union on its own behalf and on behalf of each of the employees it represents agrees that there shall be no strikes, stoppage of work, slow-down, sickout, other withholding of service, including refusal to perform assigned overtime, or any interference with the efficient management of the operations of the Town.
Section 6-2. Discipline: Any employee violating the provisions of Section 1 of this Article shall be subject to disciplinary action including discharge.

ARTICLE 7.0
Job Posting and Bidding

Section 7-1. Posting: When the Town decides to fill a promotional vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the Department in which it exists listing the pay, duties and qualifications for the position. This notice of vacancy shall remain posted for five (5) work days and permanent employees within the Department who have completed their probationary period, shall apply to the Department Head in writing within the posting period if interested in the position.

Section 7-2. Selection Process: The Town's selection shall be made on the basis of qualifications, ability and dependability and where such factors are relatively equal, seniority shall be the determining factor. If no applicant is qualified, the Town may fill the position from outside the bargaining unit. Any dispute hereunder shall be subject to the grievance and arbitration provisions of this Agreement except that an employee junior to the employee selected shall not have access to the grievance and arbitration procedure.

ARTICLE 8.0
Seniority - Layoff/Recall

Seniority shall be defined as the length of continuous service from the date of employment in a position covered by this Agreement.

Where the Employer determines the need to reduce the number of employees within the department, employees shall be laid off based upon seniority with the least senior employee laid off first. Recall shall also be based on seniority with the last employee to be laid off in the department recalled first.

Recall rights shall continue for up to twenty-four (24) months. No seniority or benefits shall accrue during the period of layoff. Any benefits accrued under this contract at the time of layoff shall be paid to employees at the time of layoff. Sick time accumulated prior to layoff, but not bought out, shall be reinstated upon recall.

Employees must notify the Employer of their intent to return to work within seven (7) days of receipt of a recall notice at the address of the employee on file with the Employer and must so return to work within fourteen (14) days of the arrival of said recall notice.

ARTICLE 9.0
Hours of Work and Overtime

Section 9-1. Regular Hours: Employees covered by this Agreement shall work a regular workweek of forty (40) hours and regular workday of eight (8) hours. The regular workweek shall consist of five (5) days Monday through Friday, with two (2) consecutive days off. Members hired after July 1, 2006, may be assigned to a workweek consisting of any five (5) days, Monday through Sunday, with two (2) consecutive days off.
Section 9-2. Landfill/Transfer Station Hours: The work schedule provided under section 1 of this Article is expressly intended to include those employees of the landfill/transfer station.

Section 9-3. Seasonal Schedule: The Town may establish a work schedule consisting of forty (40) hours of work per week on a seasonal basis, between June 1 and September 30, consisting of nine (9) hours of work per day Monday through Thursday and four (4) hours of work on Friday, or as adjusted for the Sanitation Division based on the transfer station hours of operation. Any other seasonal schedule will be agreed to with the Union. While such a schedule is in effect, overtime shall be paid for all hours worked in excess of the scheduled hours of work. Upon providing one (1) week notice, the Town reserves the right to revert to the work schedule specified in Section 9-1.

The Town reserves the right to have the employees assigned to sanitation duties remain on the work schedule specified in Section 9-1 while the seasonal schedule is in effect.

Section 9-4. Meal Period: Employees shall be provided a one-half (1/2) hour unpaid meal period during the workday, said meal period to be scheduled by the Department Head as close to the middle of the work shift as possible. Employees shall be provided two (2) fifteen (15) minutes paid breaks during the workday, said breaks to be scheduled as close to the middle of the first half and second half of the shift respectively as possible. Morning and afternoon breaks must be taken onsite. Leaving the jobsite or DPW building to go to the store or coffee shop at breaktime will not be permitted unless approved by the supervisor.

Section 9-5. Notice of Change in Schedule: Employees shall be scheduled to work a shift with regular starting and quitting times and, except in emergency situations, will be provided a two-week notice of any change in their work schedule.

Section 9-6. Overtime: Effective on the date of execution of this Agreement, all work performed in excess of eight hours in the workday, except during the seasonal schedule, or forty hours in the workweek shall be compensated as follows:

A. Employees shall receive time and one-half their regular hourly rate for all such overtime worked on Mondays through Saturdays subject to Section 6 of this Article. Employees shall receive double time their regular hourly rate for all such overtime worked on Sundays or on their second consecutive day off depending on the employee’s regularly scheduled work week, subject to Section 6 of this Article. For the purposes of calculating overtime, sick time will not be considered hours worked, however, vacation and personal time will be considered hours worked. Sick time may be included in the calculation of overtime if a note from a doctor or other qualified medical professional like a physician’s assistant, is submitted timely and excuses the employee from work.

B. Employees shall receive time and one half their regular hourly rate during their normal shift when they have been at work for twenty-four consecutive hours. If an employee leaves work during his/her normal shift after working twenty-four consecutive hours, he/she will not be compensated for the time absent from work during his/her normal shift. For the purpose of this section, anything less than a four hour break from work will be considered consecutive hours.

C. Overtime shall be distributed fairly and equitably within the department among all employees qualified to perform said work. Overtime assignments will be made by rotating seniority lists for qualified employees in the department. An overtime refusal will be treated as
overtime hours worked for purposes of equal distribution of overtime. If employees on the 
overtime seniority list refuse overtime assignments so that there are insufficient acceptances to do 
the work, the Town can assign overtime on an involuntary basis.

D. Scheduled overtime occurring on Monday – Friday holidays for work normally 
performed by bargaining unit members will be performed by qualified bargaining unit members. In 
the event that a need exists after the work is offered to all qualified bargaining unit members, it 
may be performed by part-time employees. This clause specifically excludes management.

Overtime occurring on weekend holidays when the Sanitation Foreman is absent will be 
covered by qualified bargaining unit members. In the event that a need exists after the work is 
offered to all qualified bargaining unit members, it may be performed by part-time employees, 
private contractors, or management.

Section 9-7. Non-Scheduled Call In: Employees called in to work prior to or after their 
regularly scheduled hours shall receive a minimum of four (4) hours pay as provided in Section 6.

Section 9-8. Quitting Time: Notwithstanding any provision of this Article to the contrary, 
the first fifteen (15) minutes beyond the shift quitting time shall not be deemed overtime work and 
shall not be compensated for under Section 6 of this Article.

Section 9-9. Temporary Assignments: Management reserves the right to reassign 
employees from one division to another based on department needs as determined in the sole 
discretion of the Department Head.

Section 9-10. Permanent Assignments. Management reserves the right to reassign 
employees from one division to another based on department needs as determined in the sole 
discretion of the Department Head. Before any permanent reassignment shall occur, the 
Department Head will request qualified volunteers from within the Union. Management reserves 
the right to reassign employees in its sole discretion during their probationary period.

Section 9-11. Cross-training. Management will promote and equitably offer cross-
training for employees in all divisions to better diversify the work force.

Section 9-12. Time Clocks. The Town reserves the right to implement any type of time-
clock for the purpose of tracking regular and overtime hours.

Section 9-13. Safety. The Town considers safety in the workplace to be paramount in all 
work performed within the Department of Public Works. The Town will continue to provide proper 
training to all employees as needed and deemed appropriate for the tasks they are expected to 
perform. Employees are strongly encouraged to actively participate in creating and being a part of 
a safe work environment by diligently following safe work practices and exceeding industry 
standards.

A. Personal mobile phone policy in the workplace. Employees are not permitted to utilize 
their personal mobile phones while at a job site for personal reasons. If an employee 
needs to utilize their phone it should be done during a work break period. In 
extenuating circumstances an employee may be permitted by the supervisor to utilize 
the device but must step away from the worksite to prevent injury or accident.

B. The Town reserves the right to install forward facing/video and GPS recording systems 
in all DPW equipment. Devices are designed to protect the drivers from false claims,
promote safety, efficiency and effectiveness of DPW operations and shall not be used to initiate disciplinary action.

C. Reasonable Suspicion. It is paramount for safety that the workplace remain alcohol and drug free. Supervisors, including foremen, will be properly trained to identify behaviors that may cause reasonable suspicion of his/her ability to perform his/her duties. If the observances made by a duly trained supervisor, with the concurrence of a second supervisor, manager or foreman cause them to have any reason to believe, with reasonable suspicion, that an employee’s behavior or appearance may indicate an inability to work safely, the employee may be removed from the workplace and testing may occur in accordance with the Town’s Drug and Alcohol Use Policy. All employees within the DPW are subject to the provisions of the Town’s Drug and Alcohol Use Policy, however random drug and alcohol testing will only be conducted on Commercial Driver License carriers.

ARTICLE 10.0
Wages

Section 10-1. Laborers

See Appendices A-C in the back of the contract for laborer wages. All stipends for licenses will be added to the base hourly rate for each of the appropriate designations.

All Union positions are required to perform laborer duties regardless of what certifications an individual member may have.

Section 10-2. Mechanic

Through the promotional process as outlined in Article 7, the Town may designate up to two (2) Laborers to serve in the Mechanic position simultaneously. As a condition of employment and in order to receive additional compensation, any member of the bargaining unit holding the position of Mechanic is required to possess and retain both a Class A CDL and Class 2A and 4A Hoisting Engineer’s License and will be compensated at the appropriate rate based upon their years of service. Any member who has been designated and appointed by the Town Manager to hold the position of Mechanic who successfully receives any ASE Certified Truck Technician certifications, T1 – T8, will receive an additional $0.50 per hour for each ASE Certified Truck Technician certification up to a maximum of $2.00 per hour which may not be exceeded regardless of how many certifications this member acquires.

Section 10-3. Step Advancement
Commencing July 1, 2007, on July 1 of each year, members who have been employed for at least six (6) months shall be eligible to advance one step on the salary schedule.

Section 10-4. Sanitation and Parks Foreman
The Foreman in the Sanitation and Parks Divisions will be paid $100.00 (one-hundred) dollars per week above the top wage step for laborers.
Section 10-5. Bi-monthly Pay Schedule
The Town shall have the right to implement a bi-monthly pay schedule (26 paychecks per year) at such time as this schedule is implemented for other bargaining units with the Town.

Section 10-6. Probation
The first twelve (12) months of employment is a probationary period. A new employee may be separated at any time during that twelve month period upon recommendation of the Department Head. The Department Head uses the probationary period to closely observe the new employee’s performance. At least 20 working days prior to the expiration of the employee’s probationary period, the Department Head shall notify the Board in writing as to the performance of the new employee and what recommendation the Department Head has concerning the employee’s status.

Any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration procedure.

ARTICLE 11.0
Longevity

Effective July 1, 2013 the annual longevity payments shall be made on the payroll following the employee’s anniversary date of employment. In order to receive payment, the employee must be employed by the Town at the time of his/her anniversary date.

Five (5) years of service $500.00
Ten (10) years of service $575.00
Fifteen (15) years of service $650.00
Twenty (20) years of service $725.00

ARTICLE 12.0
Holidays

Section 12-1. Holidays. The following day shall be considered as holidays and compensated for as provided in Section 2 of this Article:

New Year's Day Veteran's Day
Martin Luther King Day Memorial Day
Washington's Birthday Columbus Day
Patriot's Day Thanksgiving Day
Independence Day Christmas
Labor Day

Effective July 1, 1979, this Section shall be amended to include the following:

Any other day declared a holiday by the General Court, Governor, or Board of Selectmen.
Section 12-2. Conflict with Holidays:

A. If a holiday falls on an employee's regular work day (Monday through Friday), he shall receive time off without loss of pay, provided he is not absent the scheduled work days next preceding and following the holiday.

B. When a holiday falls on an employee's regular day off (Saturday or Sunday) and the holiday is celebrated on that day, the employee will be provided another day off within a reasonable time before or after said holiday.

C. If an employee not regularly scheduled to work on the holiday is called in or assigned to work the holiday, he shall receive in addition to his regular week's pay, time and one-half (1 1/2) for every hour worked. Employees called in to work Thanksgiving, Christmas, or New Year's Day shall receive double time for every hour worked.

Section 12-3. Skeleton Crew: When the Town Hall employees go on skeleton crew for certain holidays, such as day before Christmas or day after Thanksgiving, etc., the same benefit will be applied to the employees in the Highway, Park and Sanitation Divisions.

ARTICLE 13.0
Vacations

Section 13-1. Schedule: Employees covered by this Agreement shall be granted vacation leave as follows: During the first year of employment, one (1) working day of vacation after each month of service up to a maximum of ten (10) working days; after one (1) year of service, ten (10) working days; after five (5) years of service, fifteen (15) working days; after ten (10) years of service, twenty (20) working days; after fifteen (15) years of service, twenty five (25) working days.

Section 13-2. Eligibility: Years of service for purpose of vacation eligibility shall be based upon the employee's anniversary date of employment. Years of service for purposes of vacation eligibility shall be determined as of July 1 in each year, and vacations shall not accumulate beyond June 30. An employee whose anniversary date falls between July 1 and December 31 shall be deemed to have reached his anniversary as of July 1 for purposes of vacation eligibility under this Article. An employee whose anniversary date falls between January 1 and June 30 must wait until the next July 1 to have such date counted toward vacation eligibility under this Article.

Section 13-3. Reasonable Notice: Employees will be allowed to take vacation as they desire when reasonable notice is given to the Department Head. When the Department Head determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, he may deny the requested vacation period. If more than one employee requests the same vacation period and the Department Head determines that only one such leave can be approved, seniority shall be the determining factor based upon length of service from the date of hire. Vacation requests should be submitted to the Department Head on or before April 1 each year for the following fiscal year.
Section 13-4. Termination: Upon termination of employment during the fiscal year, the employee shall be paid for vacation on a pro rata basis in an amount equal to the number of months worked during the fiscal year and its proportion to twelve (12) months.

If termination is caused by death, such payment shall be made to the employee's estate.

ARTICLE 14.0
Sick Leave, Retirement, Sick Leave Bank

Section 14-1. Schedule: Employees covered by this Agreement shall be credited with sick leave at the rate of one and one-quarter (1 1/4) days per month for each month of actual service.

Sick leave will be accumulated from year to year up to a maximum of two hundred (200) days for all employees hired before 9/1/87.

Maximum accumulation for employees hired on or after 9/1/87 will be one hundred fifty (150) days.

Section 14-2. Proof of Illness: Any employee absent for three (3) consecutive days or more, or absent the day before or day after any scheduled day off (including holidays and vacation periods), may be required by the Town to submit a note from a doctor or other qualified medical professional, like a physician's assistant, prior to receiving sick leave pay. Such certification shall be at the employee's expense. If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Town may take appropriate disciplinary action, including, but not limited to, suspension or discharge.

Section 14-3. Reasonable Notice: Employees who are going to be absent due to sickness must notify the Department Head or his designee prior to the start of the work day, except in extreme emergencies, in order to be eligible for paid sick leave.

Section 14-4. Buy-Back Upon Retirement: Upon "service retirement" of at least twelve (12) years of satisfactory service with the Town or upon "ordinary disability retirement", or upon "accidental disability retirement" (all of which are defined more specifically by the Retirement system), an employee shall be eligible for pay on the basis of fifteen percent (15%) of sick leave accumulated not previously used. The Town may elect to defer payment until the beginning of the following fiscal year for budgetary reasons.

Section 14-5. Sick Leave Bank and Rules: Each July 1 of the contract year, members of the sick leave bank will be assessed two days sick leave for the bank.

Sick Leave Bank Committee

The Sick Leave Bank shall be administered by a joint labor-management committee comprised of the Union Steward, one member selected by the Union and one designee of the Human Resource Department. Upon presentation of a medical certificate, the committee shall decide by unanimous vote who shall be eligible to use the Bank, and whether such use of the Bank shall be continued. The Committee's vote shall be binding on the party.
In the event of a split vote, the Town Manager shall decide whether a member may use or continue to use the Sick Leave Bank. The decision of the Town Manager shall be final and not subject to further review.

No decision of the Committee or the Town Manager shall be subject to the Grievance and/or Arbitration provisions of this Agreement.

**Sick Bank Rules**

1. The purpose of this bank is to provide sick leave to those employees who have used all of their accrued sick leave, and are still absent because of serious illness or injury.

2. Membership in the bank is voluntary and requires the transfer of at least two days sick leave per employee into the bank from their accumulated sick leave. Each July 1, members of the sick bank will contribute at least one (1) day of sick leave to retain membership in the bank.

3. In the event that the bank is depleted, the members will meet for the purpose of a further contribution in the fiscal year.

4. It is agreed that the Human Resources Department will keep a record of membership in the sick bank the days in the bank and sick leave use by member, so that records may be kept accurately. Written notification from the Union will be provided to the Human Resources Department by July 10 indicating all sick bank members and the number of days they will be contributing to the bank for the upcoming fiscal year.

   Once a member of the Sick Leave Bank has used all of their earned time off he/she shall be eligible to draw upon the Bank in the event such member is hospitalized, suffers a catastrophic or prolonged illness or is incapacitated from doing work.

   Upon approval of the Sick Leave Bank Committee, a member of the Sick Leave Bank shall begin drawing on the Bank only after presentation of a medical certificate satisfactory to the Human Resources Department. Such medical certificate shall be signed by a physician and shall set forth the nature of the employee’s illness or disability and its anticipated duration.

   After an employee has drawn on the Bank for twenty (20) working days, his/her case shall be reviewed by the Sick Leave Bank Committee. The Committee shall decide whether to authorize the employee to continue drawing on the Bank or to disqualify the employee from drawing upon the Bank. This process shall be repeated after each successive period of twenty (20) working days.

   Whenever any member is drawing upon the Sick Leave Bank, and while doing so, is entitled to accumulate personal sick leave, vacation leave or personal leave the amount of such leave that would otherwise accrue to such person shall accrue in its full amount to the Sick Leave Bank.
Section 14-6. Annual Incentive Option
At the end of each fiscal year employees may convert unused sick leave, accrued in the previous
twelve month period, to vacation days at the conversion rate of three (3) days of accrued sick
leave to one (1) vacation day. Accumulated sick days converted to vacation days cannot be used
following conversion. Employees must advise the Human Resources Department, in writing by
July 10th, of the number of sick days, earned in the previous year, that they wish to convert to
vacation leave. Converted vacation days must be used during the fiscal year in which they were
converted. Employees who have earned twenty-five (25) or more days of vacation leave per year
are not eligible for this benefit.

ARTICLE 15.0
Personal Leave

Employees covered by this Agreement will be allowed three (3) personal leave days per
fiscal year for purposes of conducting personal business that could not otherwise be accomplished
during non-working time. For the first year of employment, personal leave will be pro-rated based
upon the employee’s date of hire. The Department Head must be provided reasonable notice in
advance of the requested time off and approve the scheduling of said time.

ARTICLE 16.0
Bereavement Leave

Employees covered by this Agreement will be allowed up to three day’s leave with pay for
purposes of making funeral arrangements and attending the funeral of a member of the immediate
family. Immediate family, as used in this Article, shall include spouse, child, parent, grandparent,
grandchildren, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law or any
permanent member of the employee’s household. The Town Manager shall have the discretion to
grant additional bereavement leave. Compensation is limited to the time lost from the employee’s
normal straight time schedule. The decision of the Town Manager shall be final and not subject to
the grievance or arbitration procedure.

ARTICLE 17.0
Family Leave

Section 17-1: All employees covered by this Agreement who have completed twelve (12)
months of employment and worked a minimum of one thousand two hundred fifty (1,250) hours
during that period are eligible for family leave.

Section 17-2: The appointing authority may grant up to twelve (12) weeks of leave without
compensation in accordance with the Family Medical Leave Act of 1993 for the following reasons:

(a) The birth, adoption, or receipt of foster child within twelve (12) months of the qualifying event.
Leave must be on a consecutive, non-intermittent basis.

(b) Serious health conditions of a spouse, child, or parent. Such leave may be taken intermittently
on a reduced work schedule if required.
(c) The employee’s own serious health condition. Such leave may be taken intermittently on a reduced work schedule if required.

Section 17-3: An employee will request leave in writing to the Department Head within thirty (30) days of the commencement of leave if the need for leave is foreseeable, or as soon as practicable if the need for leave is unforeseen.

In cases of family or personal illness, the Town will require the employee to provide medical certification of the serious health condition at the beginning of the leave period and as reasonably requested thereafter. The medical statement must include the date the condition began; its probable duration; appropriate medical facts regarding its duration; a statement that the employee is needed to care for the individual or that the employee is unable to perform his duties at work; and an estimate of the time required away from work.

Section 17-4: An employee will be required to use sick, personal, or vacation leave during the leave period as determined by the Town. Vacation and sick leave will accrue during the leave period provided the employee returns to work at the conclusion of the leave. If the employee does not return to work at the conclusion of the leave, vacation and sick leave will not accrue during the leave period.

The Town and employee will continue to pay the appropriate portion of health insurance benefits for the duration of the leave period. If an employee decides not to return at the conclusion of the leave period, the Town will be reimbursed by the employee for its portion of health insurance benefits paid during the leave.

ARTICLE 18.0
Military Leave

In accordance with Massachusetts General Law Chapter 33, Section 59 as adopted by Sandwich Town Meeting in May 2002, any employee who is a member of the armed forces of the Commonwealth (National Guard) will receive pay during the time of service for a maximum of 34 days in any state fiscal year (July 1-June 30). Any employee who is a member of a reserve component of the armed forces of the United States will receive pay during the time of service for a maximum of 17 days in any federal fiscal year (October 1-September 30). The Town will not seek reimbursement for any difference between an employee’s regular pay and his/her military pay.

The employee will provide the Town with any applicable documentation relating to his/her military leave.

ARTICLE 19.0
Leave for Union Business

Subject to the prior written approval of the Town Manager, the Union Steward may be given a maximum of five (5) days off work without loss of wages or benefits to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations of the Union. Request for such leave shall be made in writing to the Town Manager at least five days in advance of the leave. The Town Manager shall have the authority to grant or
deny such leave. The decision of the Town Manager is neither grievable nor arbitrable and will not
be made in an arbitrary or capricious manner.

Subject to the prior written approval of the Town Manager, a Union employee may be
granted a leave of absence up to one year without pay to perform official duties on behalf of the
Union. Request for such leave shall be made in writing to the Town Manager at least one month
in advance of the leave. The Town Manager shall have the authority to grant or deny such leave.
The decision of the Town Manager is neither grievable nor arbitrable and will not be made in an
arbitrary or capricious manner.

ARTICLE 20.0
Jury Duty

The Town shall pay the difference between an employee’s regular weekly salary and the
amount received for jury duty where an employee is called for jury duty. Employees shall notify
the Department Head of all jury duty compensation within one week of taking jury duty leave and
shall reimburse such compensation to the Town. Failure to promptly reimburse the Town for jury
duty shall be just cause for disciplinary action.

ARTICLE 21.0
Non-Harassment

Any employee who feels that he/she is being harassed in any manner should immediately
report his/her concerns to his/her immediate supervisor, the Human Resources Director or Town
Manager. The Town will investigate all such reports and take appropriate disciplinary action as
deemed warranted, up to and including termination.

ARTICLE 22.0
Foul Weather Gear

The Town shall maintain a supply of foul weather gear (raincoats, pants and boots) for use
by employees working outdoors in bad weather. High rubber boots will be issued to any employee
required to work in deep water. Thermal coveralls will be issued to employees working on
sidewalk plowing detail.

ARTICLE 23.0
Clothing Allowance

A four hundred dollar ($400.00) clothing allowance shall be paid to employees covered by
this Agreement for the purposes of purchasing and maintaining work clothes. Employee will be
given this $400.00 annually in a lump sum and subject to tax withholdings the first pay period in
July.

Clothing will be ordered during the first quarter of each calendar year with a Union member
designated by the Union to organize the Department order which will be placed with the
appropriate vendor by the Town. The Director of Public Works / Town Engineer or his/her
designee will have final authority over the order that is placed.
ARTICLE 24.0
Mileage Allowance

The Town will reimburse employees for the use of their personal vehicles while conducting Town business at the rate approved by the Internal Revenue Service as of July 1 of each fiscal year.

ARTICLE 25.0
Required Licenses

The Town will pay for all required licenses and employees will suffer no loss of pay when required to apply for or renew such licenses. The Town will determine which licenses are required. Written approval of such license applications must be obtained from the Town for such reimbursement.

The Town will arrange for and pay for any medical examinations required of employees to obtain and retain any required licenses.

The Town shall establish an online program for continuing education and testing for equipment licensing, with any costs paid directly by the Town.

ARTICLE 26.0
Professional Classification

If a mechanic’s classification or machine operator’s classification is established during the life of this Agreement, the wage rate will be negotiated between the Town and the Union.

ARTICLE 27.0
Extreme Heat

A skeleton shift is authorized after 1:00 p.m. of the third day or subsequent work days in a series of consecutive work days that official outside air temperature exceed 90 degrees. The decision on indoor, or outdoor work, rests with the Department Head. Any time an employee decides to leave work due to heat related reasons the employee shall have the option of using sick, personal or vacation time to cover the time absent from work or will not be paid. The employee will notify his/her supervisor prior to leaving work.

ARTICLE 28.0
Education - Work-Related Courses

Any employee desiring to take a work-related course and be reimbursed will make a request to the Department Head. The request must be approved by the Department Head and the Town Manager and subject to the following conditions:

1. No course can be taken during working hours.
2. The grade for the course must be a "C" or "70", or better.
3. The decision of the Town Manager shall be final and not subject to the grievance procedure.
This provision is contingent upon the Town having the necessary funds to provide this benefit.

ARTICLE 29.0
Health Insurance

The Town shall maintain its current premium contribution toward group health insurance during the term of this Agreement.

Effective July 1, 2006, the indemnity plan known as Blue Cross Blue Shield Master Health Plus will no longer be offered to members. The parties acknowledge that the PPO plans currently offered satisfy the statutory requirement that the Town offer employees an indemnity plan.

For the purpose of satisfying any bargaining obligations under M.G.L. c.150E and/or this Agreement, the Town reserves the right to reopen this Agreement to discuss and negotiate changes to group insurance contribution rates and/or other changes to group plan benefits offered to members. Agreements reached will be reduced to writing and will be subject to ratification by the Town and the Union. Nothing in this Article XXII is intended to waive or limit the Town’s right to implement changes to group health insurance benefits pursuant to M.G.L. c.32B, sections 21-23 and/or 801 CMR 52.00.

ARTICLE 30.0
Worker’s Compensation

Section 30-1. If an employee is absent due to a work-related accident and is covered under Worker’s Compensation, the employee will continue to receive his/her regular wages from the Town for thirty calendar (30) days, and during this thirty (30) day period, the amount received under Worker’s Compensation will be immediately signed over to the Town.

After thirty (30) calendar days, the Town shall provide only such compensation as is provided through the Town’s Worker’s Compensation Program; however, the employee may use any available accrued sick time to provide any difference between the regular weekly wage and Worker’s Compensation benefits.

Section 30-2. The Town reserves the right to transfer or assign an injured employee to Light Duty Assignments, including but not limited to: administrative duties, inspections, project oversight, sign fabrication, and other functions considered to be part of the operation of any of the departments covered under this Agreement.

Section 30-3. Employees out on a Worker’s Compensation injury are not allowed to work other full or part-time jobs without prior written approval of the Director of Public Works. Employee must provide medical documentation that indicates the additional outside work will not in any way impede the employee’s return to full-time work for the Town of Sandwich.
ARTICLE 31.0
Discipline and Discharge

An employee covered by this Agreement, who has completed his or her probationary period, shall not be disciplined or discharged except for just cause. When periodic evaluations of an employee's work show that he is not performing his job in a manner deemed to be in the best interests of the Town, this shall be understood as just cause for discipline or discharge.

ARTICLE 32.0
Grievance and Arbitration Procedures

Section 32-1. Steps: For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. The written grievance shall designate the Article that the employee alleges has been violated and suggest a requested remedy.

Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of the provisions of this Agreement shall be settled in the following manner:

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the Director of Public Works within seven (7) working (M-F) days after the employee knew or should have known the occurrence of the incident upon which the grievance is based.

Step 2. If the grievance has not been resolved by the Department Head within ten (10) working days after its submission to him or her, it shall be submitted to the Town Manager within five (5) working days after the Step 1 response is due.

Step 3. If the grievance has not been resolved by the Town Manager within ten (10) working days after it submission to him or her, it shall be submitted to the Board of Selectmen within five (5) working days after the Step 2 response is due. Grievances involving matters of appointment to positions, removal from positions, discipline of employees, and the administration of personnel policies, practices, rules and regulations shall bypass Step 3 and advance directly to Step 4 – Arbitration. In such cases, the Union and only the Union shall file its Demand for Arbitration within thirty (30) days of the date of the Step 2 response or the date on which the Step 2 response is due.

Step 4. If the grievance has not been resolved by the Board of Selectmen within thirty (30) working days following the Board’s answer or the date on which said answer is due.

Section 32-2. Time Limits: If at the end of five (5) working days next following the occurrence of any grievance or the date when any employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Step 1 of the procedure herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure by the
Union shall have not been taken within the time specified above. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties.

**Section 32-3. Rules of Procedure:** The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the Arbitrator shall be final and binding upon the parties except that the Arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modifies or abridges the management rights and prerogatives of the Town. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the Town and the Union.

**Section 32-4. Discipline and Discharge:** Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration procedure of this Article.

**Section 32-5. Exemptions:** Any violation of the provision of this Agreement occurring on or before the execution date shall not be subject to grievance and arbitration.

**ARTICLE 33.0**
**Performance Review**

The Town shall have the right to conduct written performance reviews of all employees covered under this Agreement.

**ARTICLE 34.0**
**Duration of Agreement**

This Agreement shall be for the three-year period from July 1, 2019 to June 30, 2022 and terms contained herein shall become effective on July 1, 2019 unless otherwise specified. Should a successor Agreement not be executed by June 30, 2022, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party and upon mutual agreement, negotiations for a subsequent Agreement will be commenced on or after January 1, 2022.

**Service Employees International Union Local 888, AFL-CIO**

[Signature]

[Signature]

[Signature]

DATE: July 18, 2019

**Town of Sandwich by its Board of Selectmen**

[Signature]

[Signature]

[Signature]

DATE: July 18, 2019
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Hourly rates of pay depend on license, position, and length of service.

Effective July 1, 2019

Appendix A - DPW Wages for FY 20 with subsidies in hourly rate (2.0% increase, w/s $1.00 added to class A/holding)
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*Effective July 1, 2020.*

*Appendix B - DWP Wages for FY 21 with Stipends in hourly rate (2.0% increase)*
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(Hourly Rates of Pay depending on license, position and length of service.)

Effective July 1, 2021

APPENDIX C - DWP WAGES FOR FY 22 with Stepends in hourly rate (2.0% increase)