AGREEMENT BETWEEN

TOWN OF SANDWICH

AND

SANDWICH PROFESSIONAL FIREFIGHTERS LOCAL 2196
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

EFFECTIVE

JULY 1, 2019 TO JUNE 30, 2022
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Preamble

Pursuant to the provisions of the General Laws, Chapter 150E, the following contract is effective as of July 1, 2019, by and between the Town of Sandwich, hereinafter referred to as the "Town", and the Sandwich Professional Firefighters, Local 2196, International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
General

If any provisions of this Agreement, or any publication thereof, affecting members of the Sandwich Fire Department are found to be contrary to law, they shall remain in effect to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE II
Recognition

Section 1. The Town hereby recognizes the Union as the exclusive representative for the purpose of bargaining with respect to wages, hours of work, and working conditions of all full-time employees of the Fire Department, but excluding the Fire Chief, Deputy Fire Chief and Dispatchers.

Section 2. Bargaining Procedure.
A. The Union shall have the right to bargain collectively on all questions of wages, salaries, hours of work and all other conditions of employment.

B. The Town shall be represented by the Town Manager.

C. A committee of not more than four (4) members, selected by the Union shall comprise the negotiating team for the Union for each successive contract. The members of this committee may exchange hours of duty with other firefighters for the purpose of attending negotiating meetings.

D. The provisions of this Agreement shall supersede any conflicting Town Bylaw, rule or regulation to the extent permitted by Chapter 150E of the General Laws.

ARTICLE III
Union Security and Non-Discrimination

Section 1. Non-Discrimination.
Neither the Union nor the Town shall discriminate against employees on account of race, religion, creed, national origin, sex, age, or on account of activities on behalf of the Union or membership or non-membership in the Union.

Section 2. Dues and Agency Fee.
A. Each employee shall be protected in the exercise of his/her right to freely decide whether to become a member of the Union or to refuse membership in the Union.
B. On or after the thirtieth (30th) day following employment in the bargaining unit, or the execution date of the Agreement, whichever is later, the Town shall, upon receiving notice from the Union, deduct from the wages of each bargaining unit employee the sum certified by the Union as dues, or an agency fee equal in amount to the dues and/or assessments, and remit such sums to the Treasurer of the Union on a monthly basis. Each employee shall execute a written authorization for such deductions.

C. The Town shall have the right to implement a bi-monthly pay schedule (26 paychecks per year) and deduct Union dues and agency fees accordingly. Monthly remittance shall remain in effect.

A. The Union may install bulletin boards in all fire stations manned by employees covered by this Agreement.

B. The bulletin boards shall be of a size mutually agreed upon by the Chief and the President of the Union, but in no case shall the bulletin board be less than two (2) by three (3) feet.

C. The bulletin boards shall be supplied, mounted and maintained in an orderly way by the Union.

D. The information posted on Union bulletin boards shall be limited to notices and other matters relating to Union activities and educational materials. A reasonable removal date shall be posted on all materials.

Section 4. No Strikes.
A. The Union agrees that there shall be no strike, stoppage of work, slowdown, sickout, or other withholding of services, including refusal to perform assigned overtime, or any interference with the efficient management of the Fire Department.

B. Any employee violating the provisions of Paragraph A of this Section shall be subject to disciplinary action including discharge.

ARTICLE IV
Management Rights and Obligations

Section 1. Subject to applicable law and the express provisions of this contract, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Selectmen and the Fire Chief, including, but not limited to: the right to maintain and improve the efficiency of the operation of the Fire Department; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the working force; to determine the schedule, hours of duty and assignment of employees to work; to establish new job classifications and duties; to require from each employee the efficient utilization of his/her services; to hire, promote and assign employees, for just cause and reason to transfer, discipline, suspend, demote and discharge employees; to promulgate and support reasonable rules and regulations pertaining to the operations of the department and to the employees.
**Section 2. Rules and Regulations.**

The Town agrees that the Town Manager shall, in accordance with the provisions of Chapter 48 of the General Laws, promulgate reasonable rules and regulations pertaining to the operation of the Fire Department and the conduct of the employees.

The Town Manager, subject to applicable law, reserves the right to amend, revoke or add to the rules and regulations as conditions necessitate.

The Town agrees that all new rules, amendments or changes in the rules and regulations governing the operation of the Fire Department and the conduct of its employees shall be submitted by the Town Manager to the Union in writing at least thirty (30) days prior to the effective date of said new rules, amendments or changes in the rules and regulations.

The Town Manager shall not adopt any rules or regulations for the operation of the Fire Department and the conduct of its employees which conflict with any provisions of this Agreement.

**Section 3. Duties.**

The principal duties of the members of the Fire Department shall consist of prevention, control and extinguishment of fires and shall perform all rescue duties assigned to them by the Fire Chief, together with necessary administration and service functions presently conducted by the Fire Department and as set forth in the Rules and Regulations and Standard Operating Procedures adopted by the Fire Chief.

**Section 4. Duties and Responsibilities.**

A. Employees hired as firefighter/paramedic after January 1, 1985 shall maintain their current National Registry of Paramedic status, except by decision of the Town Manager.

B. Any employee who was hired before January 1, 1985 or is hired as an EMT, and acquires additional training, EMT Advanced or Paramedic may revert back to his/her EMT status and pay at any time.

C. The senior paramedic on duty shall be in charge of the ambulance.

D. Paramedics shall also be responsible for all phases of firefighting duties.

E. Employees covered under this Agreement who have been repeatedly subjected to severe trauma situation may receive a one-time leave-of-absence for up to 180 days. A three-person committee composed the Town Manager the Fire Chief and a Paramedic selected by the Union shall administer this program. If the Committee awards any leave-of-absence, the first thirty calendar days of the leave-of-absence shall be paid. Any additional days shall be at no expense to the Town. Vacation and sick time shall not accrue during any leave-of-absence, paid or unpaid, which may be granted. The decision of the Board shall be final and non-grievable.

F. Sandwich Fire Department Firefighter Mechanic will perform all firefighter duties as outlined in Rules and Regulations, Contract, and Firefighters job description. In addition, he shall:

1. Maintain EMT status.

2. Establish and activate a maintenance program for all fire department equipment. Repair and maintenance of vehicles shall take precedence over normal house duties.

3. Hours worked over normal duty hours shall be paid at overtime rate.
G. Employees of the Fire Department who are members of the Union shall be required to have permanent residence in a town, any part of which, is within 60 miles from the Town border within one year of hire. Employees that live within a town, any part of which is 10 miles from the town border are eligible for standby and/or recall assignments. Employees that live outside of the 10-mile radius from the Town border, but are within the 60 mile radius, are not eligible for standby and/or recall assignments.

**ARTICLE V**

**Seniority**

Section 1. Seniority within the Sandwich Fire Department shall be based on the date of hire. Seniority date of firefighters who have completed the probationary period and are appointed to a permanent position shall commence on the probationary appointment date. If two or more members are promoted to a higher rank at the same time, the member with the highest test grade shall have seniority. If more than one test is given, seniority shall be awarded on the basis of the test scores on the first test.

Section 2. The Chief of the Fire Department shall compile a seniority list based on the date of hire and shall post a copy of said list in each station on or before March 1 in each year.

Section 3. The Town and Union agree that in the event of a layoff of personnel, the principle of seniority would determine the employees to be laid off. The last person laid off shall be the first person recalled.

**ARTICLE VI**

**Hours of Work and Overtime**

Section 1. Hours of Duty.

A. The day tour of duty shall be ten (10) hours from eight o'clock in the forenoon (8:00 A.M.) to six o'clock in the afternoon (6:00 P.M.), and the night tour of duty shall be fourteen (14) hours from six o'clock in the afternoon (6:00 P.M.) to eight o'clock in the forenoon (8:00 A.M.).

B. The regular work schedule for employees covered by this Agreement shall be one (1) ten (10) hour day, and one (1) consecutive fourteen (14) hour night (total 24 hours on), twenty four (24) hours off, one (1) ten (10) hour day, and one (1) consecutive fourteen (14) hour night (total 24 hours on), then one hundred twenty (120) hours off, for an average work week of forty two (42) hours as follows:

D/N, O, D/N, O, O, O, O
O, D/N, O, D/N, O, O, O
O, O, D/N, O, D/N, O, O
O, O, O, D/N, O, D/N, O
O, O, O, O, D/N, O, D/N
O, O, O, O, O, D/N, O
D/N, O, O, O, O, D/N
O, D/N, O, O, O, O, O

C. The Town reserves the right to assign not more than two (2) new hires as swing-men who shall work a 42-hour average work week over an 8-week cycle.
D. This Article shall not affect any other provisions of this Agreement relative to salary, annual vacations, or sick or disability leave-of-absence of the members of the Fire Department covered by this Agreement.

Section 2. Overtime.
A. For the purpose of this Agreement, overtime shall mean any time worked in excess of a regular work schedule as defined in this Article.

B. Overtime shall be computed on the basis of one and one-half (1.5) times the employee's hourly rate of pay in the manner required by General Laws, Chapter 48, Section 58C.

C. If duty requires an employee to work beyond his/her normal quitting time, the employee shall be compensated as follows:

1. 0 - 30 Minutes beyond quitting time: 30 minutes at overtime rate.
2. 31-60 minutes beyond quitting time: Minimum one hour at overtime rate.
3. 61-120 minutes beyond quitting time: Minimum two hours at overtime rate.
4. Any part of an hour beyond two hours: One full hour at overtime rate.

D. Overtime shall not include swapped shifts or parts of swapped shifts between individual employees. All such swapping shall be subject to approval by the Chief or officer who shall not withhold such approval unreasonably.

E. The Town agrees that one Paramedic shall be on duty at all times when 8 or more Paramedics are employed by the Department. When the number of Paramedics falls below 8, permanent employees who have passed the Paramedic's pre-qualification exam will be allowed to pursue a course leading to Paramedic qualification at the Town's expense.

F. Employees recalled to duty because of a fire, rescue, filling in for absent employee, or other emergency shall be paid a guaranteed minimum of two (2) hours pay at the overtime rate. Any part of an hour worked thereafter shall constitute an hour, and the employee shall be paid at the overtime rate.

G. In the event that firefighters are required for duty for any reason, the permanent members of the Fire Department shall be called first, to the extent possible. If the list of permanent members is exhausted, call members of the Department who appear on an established firefighter entrance list may be called. If no one voluntarily agrees for duty, the Fire Chief shall have the authority to require a permanent member to be held over or report for duty. Any permanent member or call member of the Department who does not wish to be called for standby shall notify the Fire Chief in writing and his/her name will be removed from the list.

H. Effective July 1, 2016 the overtime list will be called as follows:

1. A card system shall be created for the following categories: Captain, Lieutenant, Paramedic, EMT, Desk, and Detail.
2. The cards shall be initially placed in order of seniority. The member whose card is closest to the front shall be awarded the shift and the card shall be placed to the rear of the cards.
3. The list shall be called by the officer or his designee for all the assignments ordered by the department as close to 18:00 hours as possible.

4. A text and/or phone message shall be sent out to all members of the classification.

5. A list shall be composed of all members responding to the alert.

6. After 5 minutes of the completion of the message the members whose card is closest to the front of the box shall be awarded the shift and notified for confirmation.

7. An announcement will be made over the radio to prevent holdover if no one takes the overtime.

8. The date worked shall be recorded for the firefighter who is awarded the shift.

9. Failure by the Shift Officer to properly maintain the Recall Overtime List, to properly call the List, or to otherwise properly implement this Article shall not be subject to the Grievance Procedure, unless a deviation from the provisions of this Article have been ordered by the Chief.

10. The above system may be modified, if mutually agreed upon by the Union and the Fire Chief, to accommodate new technologies or changes in distribution of overtime.

I. Employees recalled in accordance with Section G of this Article shall be paid a guaranteed minimum of two (2) hours pay at the overtime rate. Any part of an hour thereafter shall constitute an hour and the employee shall be paid to the next full hour at the overtime rate.

J. In all instances involving EMT or Paramedic call-back, permanent members of the Department shall be entitled to the first two call-back opportunities for each EMT or Paramedic call-back situation.

Section 3. Drill Instructor's Pay.
Drill Instructors assigned to drill instruction duty by the Chief shall receive Drill Instructor's pay equal to twice the base rate of pay for a maximum of three hours of time spent in actual drill instruction.

Section 4. Fire Prevention Officer.
A. The Fire Prevention Officer shall work 42 hours per week in the following manner: four (4) days per week, Monday through Thursday, from 7:30 A.M. to 6:00 P.M. The Board of Selectmen reserves the right to modify this work schedule to a five (5) day per week schedule, after receiving a recommendation from the Fire Chief and the Union. The parties specifically agree that the Fire Prevention Officer shall not be considered as part of shift strength or standby coverage.

B. The Fire Prevention Officer shall be available to perform inspection duties outside the normal hours, if necessary. In such cases, flex time may be granted instead of overtime pay.
C. The Fire Prevention Officer shall not be eligible for overtime on normal work days or the shift directly before or after normal work days, other than for recall purposes. Notwithstanding, the Fire Prevention Officer may be called for overtime when a significant emergency arises, as determined by the Fire Chief. The Fire Prevention Officer will be contacted concerning potential overtime coverage before any non-union or call personnel are contacted to provide coverage.

D. When the Fire Prevention Officer is absent from duty due to vacation or leave, the duty officer of each shift shall perform routine inspections without any additional compensation. The Fire Chief shall perform all commercial and special inspections.

Section 5. EMS Officer
A. Works five day week averaging forty two (42) hours/week, followed by two (2) days off. Daily schedule 7:00 A.M. - 3:30 P.M. Monday through Thursday and 7:00 A.M. - 3:00 P.M. Friday. The parties specifically agree that the EMS Officer shall not be considered as part of shift strength or standby coverage.

B. The EMS Officer shall be available to perform related duties outside the normal hours, if necessary. In such cases, flex time may be granted instead of overtime pay. This will be mutually agreed upon ahead of time with the Fire Chief.

C. The EMS Officer shall not be eligible for overtime on normal work days or the shift directly before other than for recall purposes. Notwithstanding, the EMS Officer may be called for overtime when a significant emergency arises, as determined by the Fire Chief. The EMS Officer will be contacted concerning potential overtime coverage before any non-union or call personnel are contacted to provide coverage.

D. When the EMS Officer is absent from duty due to vacation or leave, the duty officer of each shift shall perform routine functions without any additional compensation.

ARTICLE VII
Service in a Higher Rank

Section 1. Captains shall be replaced by other Captains. This Article is specifically designed to cover short-term absences, two days or less, of Captains. If it becomes apparent that the absence will be long-term (3 days or more), the Lieutenant of the affected group shall be put in charge.

Section 2.
A. If the absence of an officer is determined to be a long-term absence, or an injury that will lead the officer to be retired as a result of said injury, the employee with the top grade on the promotion exam will be made Captain or Lieutenant, depending on the vacancy, of the group in which the vacancy has occurred, after four (4) weeks of said absence excluding vacations. This temporary appointment will remain in effect until such time as the absent Captain or Lieutenant returns or is permanently replaced.

B. If none of the top four (4) employees receive a passing grade on the promotion exam, a re-test shall be given and a passing grade must be achieved before the vacancy may be filled by an employee.
C. Pay in a higher rank will commence on the day on which duty is assumed.

Section 3. In the absence of the Fire Chief or the Deputy Fire Chief, the Fire Chief shall have the discretion to either appoint an Acting Chief or rotate the position of Acting Chief among the four (4) Captains. This provision shall not be construed as a waiver of the Board of Selectmen's inherent and non-delegable managerial prerogative to appoint an Acting Chief in the absence of the Fire Chief.

The individual designated to be Acting Chief shall receive weekly compensation of ten percent (10%) above his/her base pay for all full days of service as Acting Chief. Such pay shall be pro-rated, based on the number of full days of service as Acting Chief. Such designation as Acting Chief shall be in writing from the Fire Chief and in no case shall be for a period of less than three days.

ARTICLE VIII
Extra Paid Details

Section 1. Rate of Pay: Effective January 1, 2017, the detail rate shall be $50.00 per hour for private details.

Details performed on the paid holidays listed in Article XX shall be paid at time and one-half the detail rate of pay. Details performed for a strike shall be paid at time and one-half the detail rate of pay.

Town details shall be paid at time and one-half times the employee's rate of pay. Town details shall include those performed for the Sandwich School Department, Sandwich Department of Public Works (non-contracted work) and for Town Elections & Town Meetings which have been requested specifically by personnel working either for the Town or the School department.

If working a detail in a Town other than Sandwich, employee will be paid the contracted detail rate in that municipality or the Sandwich rate, whichever is greater.

Section 2. Except as provided in Section 3 of this Article members of the bargaining unit will be paid a minimum of four (4) hours for all details worked. Details which extend the initial four (4) hours shall be paid at eight (8) hours. Details which extend beyond the initial eight (8) hours shall be paid at the detail rate for each hour worked over eight (8).

Section 3. For Town details, members of the bargaining unit will be paid a minimum of 4 hours for all details worked. Details which extend beyond the initial 4 hours shall be paid at 8 hours. Details which extend beyond the initial eight hours will be paid at one and one-half times the employee's rate of pay for actual hours worked beyond eight hours. For the purposes of this Article the Sandwich Water District is not to be considered as a Town Paid Detail.

Section 4. If the list of permanent members is exhausted, qualified call members of the Department may be called. Where no employee accepts a paid detail and the Chief determines that not filling such detail would adversely affect public safety, he may designate an off-duty employee to work the detail at the rate of time and one-half his/her hourly rate with the minimum of four (4) hours.
Section 5. Cancellation of a private detail by the requesting party after 6:00 P.M. the night before the requested detail shall obligate the party to pay for the detail and the member in accordance with the provisions of this article if the detail has already been filled and members assigned. Members will be paid if a private detail is cancelled in accordance with this article.

Section 6. Details shall be distributed by the Department in the same manner as Recall Assignments as provided under Article VI, Section 2H, except that details may be filled as soon as they are known. A separate Detail List and Overtime List shall be maintained by the Shift Officer or the Chief’s designee. Failure by the Shift Officer or Chief’s designee to properly maintain these lists or to properly implement the provisions of this section, shall not be subject to the grievance procedure.

ARTICLE IX
Injury on the Job

Whenever a firefighter is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or a firefighter assigned to special duty by his/her superior officer, whether or not he is paid for such special duty by the Town, and said firefighter is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity; provided, that no such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law or for any period after a physician designated by the Selectmen determines that such incapacity no longer exists. All amounts payable under this Article shall be paid at the same times and in the same manner as, and for all purposes, shall be deemed to be, the regular compensation of such firefighter. It is understood and agreed that any such firefighter who is incapacitated shall reimburse the Town with any proceeds received by him from an insurance policy held by the Town. This Article is intended to conform with the provisions of Section 111F of Chapter 41 of the General Laws.

ARTICLE X
Vacancies

Section 1. Vacancies.
To the extent possible, and as the Department's needs may require, as determined by the Chief, the Town Manager will fill all vacancies within all ranks within sixty (60) days.

Section 2. Promotions.
The existing promotional policy is made a part of this Agreement and is attached hereto as Appendix A.

Section 3. Probation.
A twelve (12) month probationary period shall be served by all new permanent appointees to the Fire Department. The twelve (12) month probationary period may be extended if the employee is absent from work for a period greater than eight (8) weeks due to illness, injury, or other absence. Said extension will be equal to the amount of time missed by the employee during the first twelve (12) months of employment and will not affect any step increases or other benefits to which the employee is entitled. It is agreed that all new permanent appointees shall attend the Massachusetts or Barnstable County Firefighting Academy's Recruit Training Program within two (2) years of their date of hire.
Section 4. Substitution.
Any employee of the Department covered by this Agreement may from time to time exchange tours of duty, and also exchange days off, provided the employees involved are of equal rank or otherwise qualified, and the exchange has the approval of the Chief or his/her designee. Members cannot voluntarily work more than four (4) consecutive tours, unless to prevent a hold over. To the extent possible, no member shall be ordered to work more than three (3) consecutive tours.

Section 5. Temporary Personnel.
Nothing herein shall limit the Town with respect to the employment of temporary personnel from the current established firefighter entrance list. Rates of pay for such temporary employment shall be established by the Board of Selectmen or its designee and shall not exceed the rate of pay for probationary employees. An exam shall be given a minimum of every two years.

Bargaining unit employees shall not be required to train any individuals who are not employed by a municipality or a legally recognized political subdivision. Call members shall be recognized as employees of a municipality.

ARTICLE XI
Employee Education

A. Employees required to maintain either paramedic or EMT status shall be given time off to attend recertification classes, if such classes are being given while he/she is scheduled to work. Attendance at a particular EMT or Paramedic course shall be at the discretion of the Chief, but approval shall not be unreasonably denied. The Town will reimburse the employee for all costs of tuition, books, fees, and materials required for recertification. Employees attending recertification courses during off-duty time shall be compensated at one and one-half (1.5) times the employee’s hourly rate of pay for time spent in classes.

Attendance at an EMT or Paramedic recertification course shall be scheduled by the Department’s EMS officer, subject to the approval of the Chief, which shall not be unreasonably withheld. If the Chief does not disapprove of an employee’s attendance at a scheduled EMS course within ten days of having knowledge of such request, the request shall be considered approved by the Chief.

B. The Town will reimburse the cost of tuition, books and registration fees not otherwise reimbursed by the State or Federal governments for job-related courses in accredited Fire Science, Health or related degree programs, as determined by the Chief for employees hired prior to July 1, 2013. All courses shall be taken outside of regular hours of duty unless otherwise approved by the Chief. The Town will reimburse 100% of the cost of tuition and books for any firefighter who is working towards an Associates Degree or Bachelor’s Degree in an approved program, upon the employee’s demonstration that a passing grade of “C” or better has been achieved. Any employee hired after July 1, 2013 will not receive any reimbursements for the cost of tuition, books and registration fees.

C. Employees who are certified as EMT’s on the date of execution of this Agreement, shall retain said certification while employed by the Town of Sandwich Fire Department. New employees hired on or after the date of execution of this Agreement shall become certified as EMT’s prior to completion of their probationary period and shall retain said certification while employed by the Town of Sandwich Fire Department.
D. The Town and the Union will make a joint effort during the term of this Agreement to establish an in-service Emergency Medical Technician recertification program.

E. Employees who satisfactorily complete courses leading to a Degree in Fire Science shall be paid educational incentive pay at the following rates:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Percent of Base Pay</th>
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<tbody>
<tr>
<td>0 to 20</td>
<td>0%</td>
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<tr>
<td>21 to 45</td>
<td>2%</td>
</tr>
<tr>
<td>46 to 62</td>
<td>3%</td>
</tr>
<tr>
<td>Associates Degree</td>
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<tr>
<td>63 to 80</td>
<td>0%</td>
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<td>81 to 100</td>
<td>7%</td>
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<tr>
<td>101 to 119</td>
<td>9%</td>
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<tr>
<td>Bachelor’s Degree</td>
<td>10%</td>
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Effective July 1, 2011, employees who satisfactorily complete courses leading to a Degree in Fire Science shall be paid educational incentive pay at the following rates:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Percent of Base Pay</th>
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<tr>
<td>5 to 20</td>
<td>1%</td>
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<tr>
<td>21 to 45</td>
<td>3%</td>
</tr>
<tr>
<td>46 to 62</td>
<td>4%</td>
</tr>
<tr>
<td>Associates Degree</td>
<td>7%</td>
</tr>
<tr>
<td>65 to 80</td>
<td>8%</td>
</tr>
<tr>
<td>81 to 100</td>
<td>9%</td>
</tr>
<tr>
<td>101 to 119</td>
<td>10%</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>11%</td>
</tr>
</tbody>
</table>

Employees hired after July 1, 1992 shall be paid for credits towards degrees in Fire Science and Emergency Medicine only.

Payment under this Section shall be added to the employee’s base pay and distributed during each normal pay period.

F. Members who have received the following certifications shall be paid incentive pay. Once certificate is obtained by the member, incentive pay will be added to the member’s hourly rate of pay as follows:

<table>
<thead>
<tr>
<th>Certificate Title</th>
<th>Incentive Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Massachusetts Fire Certificate Level I or Level II</td>
<td>Level I = $300.00 (0.14 added to base hourly rate of pay)</td>
</tr>
<tr>
<td></td>
<td>Level II = $400.00 (0.18 added to base hourly rate of pay)</td>
</tr>
<tr>
<td>Hostile Event Response Training Certificate</td>
<td>Effective 7.1.21 $500.00 (0.23 added to base hourly rate of pay)</td>
</tr>
</tbody>
</table>
ARTICLE XII
Retirement Benefits

Nothing in this Agreement shall be construed to restrict or otherwise affect any rights or benefits of members of the Barnstable County Retirement Association, except as provided by Chapter 32 of the General Laws.

ARTICLE XIII
Vacation Leave

A. Vacation leave shall be granted as follows: after one (1) full year of employment, employees of the Department covered by this Agreement shall be entitled to eleven (11) paid vacation days. One additional vacation day will be added for each additional year of employment up to a maximum of twenty (20) paid vacation days per employee per year.

B. Vacation Leave shall be computed from the date of employment.

C. Vacation Leave shall be taken during the eligible year, and shall not be accumulative.

D. Choice of Vacation Leave time shall be granted in accordance with the Seniority List furnished by the Chief as provided by Article V, for all leave requested prior to May 31 preceding the fiscal year; however, changes in annual leave time dates will not be made on the basis of seniority after May 31 for the subsequent fiscal year, and shall be made in the order in which they are requested. No more than one person from a shift shall be on vacation at the same time. When the Department’s staffing level reaches 28 or more employees, then 2 employees per shift shall be allowed to be on vacation at the same time. These staffing levels will not include employees working an administrative schedule. When line staffing levels increase to more than 36 personnel, three (3) firefighters may be on vacation at the same time, however between Memorial Day Weekend and the Day after Columbus Day only two (2) firefighters will be able to be on vacation at the same time.

E. Vacation leave shall be granted to members assigned to a five (5) day per week work schedule by multiplying the number of vacation days earned as specified in paragraph A of this Article by one and one-quarter (1.25). All other provisions of this Article shall apply, except paragraph D.

F. Vacation Buyback. A member may trade in up to eight (8) vacation days per year for pay, but must notify Chief no less than two (2) weeks prior to their anniversary date of their intent to do so. The payment will be at 12 hours at straight time and will appear in the paycheck following the anniversary date.

ARTICLE XIV
Sick Leave

Section 1. Sick Leave.
A. Each employee covered by this Agreement shall be allowed sick leave with pay equal to one and one-quarter (1.25) days per month, fifteen (15) days per year, for sickness or injury not incurred in the course of his/her employment. Permanent employees of the Fire
Department working a five day per week work schedule shall use sick leave at a rate of eight-tenths (8) of a sick day.

B. Sick Leave shall be credited on the last day of the month.

C. Sick leave shall not be credited during any month that an employee is on leave-without-pay.

D. Sick leave may be accumulated without limit during each employee’s term of service. Upon “service retirement” of at least 15 years of service with the Town, or upon “ordinary disability retirement”, all of which are defined more specifically by the Retirement System, an employee shall be eligible for pay on the basis of twenty (20%) of sick leave accumulated and not previously used. For retirement buyback purposes, any member hired after January 1, 2001 shall be eligible for pay on the basis of twenty percent (20%) of sick leave accumulated and not previously used up to a maximum of one hundred fifty (150) days.

E. Any member covered by this Agreement may use and be paid for sick leave for dental care, emergencies or serious illness of a member of an employee’s family residing with him, for not more than one shift, except with the approval of the Chief.

F. The Chief, in his/her discretion, may require a doctor’s certificate from an employee who has taken more than three (3) consecutive days of sick leave. The Chief may investigate and/or request a doctor’s certificate for absences less than three (3) days when there exists a pattern of sick leave abuse, such as by way of example and not limitation, absences on the scheduled work day preceding or following scheduled days off, holidays, or vacation periods or under such circumstances where the Chief has reason to suspect a pattern or specific incident of sick leave abuse.

An employee unable to report for duty must call in to the Chief or his/her designee at least one (1) hour before the start of his/her tour of duty. Failure to do so without a reasonable excuse may result in loss of pay for the day in question at the discretion of the Chief.

G. Injury-on-job leave shall not be deducted from sick leave or annual leave and the employee shall be paid for such leave in accordance with the provisions of Article IX.

H. In addition to rights set forth in Section 1, where an employee is absent from work due to illness or injury for a two (2) week or greater period, the Town reserves its right to have said employee examined, at the Town’s expense, by a doctor of its choosing who is competent in the field related to the absence, regarding the employee’s ability and fitness to return to duty as related to the absence. In the event that the employee’s doctor disagrees with the opinion rendered by the Town’s doctor, then both the employee’s and the Town’s doctors shall designate a third doctor who is competent in the field related to the absence. The employee shall be examined by the third doctor at the Town’s expense and that doctor’s opinion shall be binding upon the parties. In the event that the employee’s doctor had certified the employee to return to work and the Town’s doctor had disagreed, if the third doctor agrees with the employee’s doctor that the employee is fit to return to work, then the employee shall be credited for any additional time s/he was out due to the requirement of obtaining the third opinion. This may take the form of a credit of used sick time or, where the employee had been absent without pay, regular compensation.
Section 2. Sick Bank.

A. Participation in this Article is optional, and only members of the Fire Union may participate.

B. A Sick Bank Committee shall be established which will consist of the Chief and two (2) representatives of the Union. Appointment of the two (2) Union representatives shall be at the discretion of the Union, and the authority for these appointees shall be made in writing to the Chief.

C. Each person who elects to join the sick bank shall initially contribute three (3) days sick leave to a central bank. Members must submit a written request to join the sick bank, must be a member of the Sandwich Fire Department for 10 months, and must have 10 days of accumulated sick time prior to joining. The request shall be signed by the three members of the Sick Bank Committee, and copies shall be given to the Chief, and the Union. After joining, a member may contribute additional days to the sick bank. If the sick bank falls to 50 days, current members will be assessed two (2) additional days as needed to prevent the bank from falling below 50 days. Any member will have the option to withdraw from the sick bank at that time to forfeit his/her past donations, and may rejoin at any future time by following the eligibility guidelines above. In no case shall any sick leave be reassigned from an individual to the sick bank without a written authorization which shall be kept on file with the Chief.

D. No use of the sick bank shall be made until an individual member has exhausted all of his/her own time off, including sick time, vacation, personal days, and unpaid holiday comp time days-off. As the member accrues sick, vacation, personal or unpaid holiday comp time, they will use that time prior to using sick bank time. Members requesting to use sick bank time shall submit a written application to the Sick Bank Committee requesting time from the bank. The member shall supply a doctor's note to the Committee stating that he/she cannot perform their duties, and the approximate length of time he/she is expected to be out of work. The member shall also agree to allow the Committee to review his/her sick leave records, with the understanding that this information will be kept confidential. A member initially shall be given the total number of days he/she has donated to the bank, minus the total number of days he/she has previously used from the bank. Additional sick bank days may be granted in increments of eight (8) days maximum. Members may also be granted time from the sick bank if a member of their immediate family (i.e. spouse, children) is sick, to be dispensed at a rate of four (4) days maximum at a time, with review after every four (4) days used. Any unused days shall be returned to the sick bank.

E. Decisions made by the Committee shall be final and no actions taken by the Committee shall be construed as a grievance to the Town of Sandwich, The Sandwich Professional Firefighters or the Sick Bank Committee.

ARTICLE XV
Personal Leave

Personal Leave. With the approval of the Chief, an employee may have three days (shifts) off each year, taking one day at a time, for any reason of a personal nature, provided that reasonable notice of at least five (5) days is given to the Chief. The Chief shall not unreasonably deny approval of requested personal leave.
ARTICLE XVI  
Bereavement Leave

Section 1. Funeral Leave.
A. Employees covered by this Agreement will be given four (4) days leave with regular pay for purposes of attending a funeral in the event of death in the immediate family. Immediate family shall be construed to mean spouse, child, parent, guardian, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any permanent members of the employee's household.

B. Such leave shall begin on the day of death, and continue through and include the day of burial, but not more than four (4) consecutive days in total, although such leave may be extended without pay or charged to vacation time at the discretion of the Chief.

Section 2. Funeral Expense.
The Town will pay reasonable funeral expenses for any employee covered by this Agreement who is killed or fatally injured in the line of duty. In addition, the Town shall provide the employee beneficiaries within two (2) working days, payment for unused vacation and sick leave.

ARTICLE XVII  
Family Leave

Section 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 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 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/her duties at work; and an estimate of the time required away from work.
Section 4: An employee will be required to use sick, personal, or vacation leave during the leave period as agreed upon by the employee and 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 voluntarily 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.

Section 5: If there is any conflict between this Article and the Family Medical Leave Act of 1993, the federal regulations shall apply.

ARTICLE XVIII
Leave of Absence

The Fire Chief may grant an unpaid leave-of-absence for a period not to exceed three (3) months to any person in the employment of the Department. The person requesting the leave-of-absence shall submit in writing at least 30 days prior, a detailed statement of the reason for such a request. A second request will only be granted with the approval of the Fire Chief and the Town Manager.

ARTICLE XIX
Insurance and Indemnification

Section 1. Insurance.
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.

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. In the event the Town reopens this Agreement on health insurance, the parties further agree to discuss and negotiate changes to wages and/or other benefits as said changes relate directly to any proposed health insurance changes. Agreements reached will be reduced to writing and will be subject to ratification by the Town and the Union. Nothing in this Article XIX 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.

In committing to the reopener language in the preceding paragraph, both parties retain all collective bargaining rights and remedies relative to the issue of health insurance negotiations under applicable provisions of M.G.L. c. 150E, including the right to take a dispute to the JLMC. Notwithstanding anything to the contrary contained herein, the Town reserves the right to withdraw its proposal for a health insurance change if the parties cannot resolve the issue at the bargaining table.
Section 2. Indemnification.
All members of the Fire Department covered by this Agreement shall be entitled to indemnification in accordance with the provisions of Section 100, of Chapter 41 of the General Laws.

Section 3. Presumptions

A. It shall be presumed in the absence of a documented exposure that any employee who contracts an infectious or communicable disease, identified as hepatitis, tuberculosis, HIV/AIDS, MRSA, Clostridium, SARS, VRE, as defined by the Center for Disease Control, will be deemed to have contracted said disease in the line of duty and will be entitled to benefits under MGL c.41, §111F. The Union agrees to fully cooperate with the Town on providing requested information related to the alleged exposure and disease. Any and all information provided to the Town will be kept confidential in accordance with applicable laws. If the Town’s insurance carrier for Police & Fire Accident coverage does not accept a claim related to this language, the employee will submit any related invoices to his/her personal health insurance. Any expenses not covered by the employee’s personal health insurance will be paid for by the Town.

B. The Town will continue to pay the regular pay of any employee with a catastrophic illness as specified in M.G.L. c.32, §§94 – 94B, as may be amended, who has exhausted all accrued leave and any approved sick leave until such time as the Barnstable County Retirement Board issues a decision. Said employee will be responsible for all medical invoices, medications, and other costs associated with the illness and will not delay any application to the Barnstable County Retirement Association. If the Retirement Board approves any retroactive payment for said employee that covers the same period where the Town continued the employee’s regular pay after all leave had been expired, the Town will be reimbursed accordingly.

ARTICLE XX
Paid Holidays

Permanent employees of the Fire Department hired prior to July 1, 2013 shall receive an additional twelve (12) hours of pay at straight time or equivalent time off for the following holidays provided that no more than eight (8) of the equivalent days off create a vacancy requiring the use of overtime. Permanent employees of the Fire Department hired after July 1, 2013 shall receive an additional twelve (12) hours of pay at straight time or equivalent time off for the following holidays provided that no more than six (6) of the equivalent days off create a vacancy requiring the use of overtime.

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington’s Birthday</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>Patriot’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td></td>
</tr>
</tbody>
</table>

Section 1. Each firefighter has the option of receiving payment for the above-listed holidays twice yearly, on December 1 and on the last Friday in June.
Section 2. An employee who requests sick leave on a holiday on which he/she is scheduled to work may be required by the Chief to provide a physician’s certificate of illness in order to be eligible to receive compensation for the requested sick leave.

ARTICLE XXI
Clothing and Equipment

A. The Town of Sandwich agrees to furnish members of the Fire Department covered by this Agreement with the following clothing and protective equipment:

**Clothing**

1 Dress hat (Bell style)  
1 Blouse (Dress Complete)  
1 Pair Trousers (Dress)  
4 Work Shirts (Summer knit)  
4 Work Reubens (Winter)  
4 Pair Work Trousers (Perma Press)  
2 Neckties  
1 Dress Coat/Trenchcoat

1 Jacket (Three Season)  
2 Collar Insignia  
1 Hat Badge  
1 Shirt Badge  
1 Jacket Badge  
1 Nameplate  
1 Long Sleeve Dress Shirt  
Duty Boots

**Protective Equipment**

1 Fire Helmet (Employee’s choice of leather or kevlar)  
1 Helmet (Brush)  
1 Fire Coat  
1 Pair Fireman’s boots (Full) Steel Toe and Innersole  
1 Pair Safety Goggles  
1 Pair Bunker Pants (with Suspenders) and Boots  
1 Pair Fire Gloves  
1 Pair Leather Work Gloves  
1 Forestry Coat  
1 Forestry Pant

B. One Call Pager with charger will also be issued. Each full-time firefighter will sign a personal accountability form prior to being issued a pager. Replacement of lost pagers and repair of unreasonably damaged pagers shall be the responsibility of the individual firefighter. The Town agrees to replace any pager lost or damaged in the line of duty, except where such loss or damage is the result of negligence by the employee. In the event of termination of employment, the employee’s final week’s pay will not be made until the pager, in full operating condition, is returned to the department.

C. As far as possible, the previous listed clothing and protective gear shall be furnished within sixty (60) days of appointment as a probationary firefighter.

D. The Chief shall have the right to request a clothing inspection at any time and to order an employee to replace clothing that is worn, faded and/or in poor condition.

E. When duly authorized by the Chief, any article torn or damaged in the line of duty shall be replaced or repaired by the Town at no charge to the employee.
F. Any personal articles damaged or destroyed in the line of duty shall be replaced or repaired at equivalent value by the Town at no charge to the employee.

ARTICLE XXII
Longevity

Any employee covered by this Agreement shall receive additional compensation, based upon the employee’s length of full-time service, in accordance with the following schedule:

- Five years or more, but less than 10 years of service $415
- Ten years or more, but less than 15 years of service $530
- Fifteen years or more, but less than 20 years of service $645
- Twenty years or more of service $760

Longevity payment shall be made in the payroll immediately after 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. An employee shall receive only one longevity payment per year, regardless of the number of positions occupied.

ARTICLE XXIII
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.

ARTICLE XXIV
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 XXV
Grievance Procedure

Section 1.
A. The purpose of this Grievance Procedure is to settle all alleged grievances of members of the Department as quickly as possible so as to ensure efficiency and to promote employee morale.

B. For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union involving only an alleged violation of language of a provision of this Agreement. The grievance shall be reduced in writing and shall designate the Article that the Union alleges has been violated, and shall state the relief requested. A grievance shall be processed under the following procedure:

Step 1. Chief. The grievance shall be presented to the Chief or his/her designee in writing within fifteen (15) days of the occurrence, or failure of occurrence, of the incident upon which the grievance is based. The Chief or his/her designee shall answer the grievance in writing within ten (10) working days.

Step 2. Town Manager. If the matter has not been resolved at Step 1, it may be presented to the Town Manager within five (5) days after receipt of the written answer by the Chief or within ten (10) days after presentation of the grievance to the Chief, whichever occurs first. The Town Manager shall answer the grievance in writing within ten (10) working days.

Step 3. Board of Selectmen. If the matter has not been resolved at Step 2, it may be presented to the Board of Selectmen within five (5) days after receipt of the written answer by the Town Manager or within ten (10) days after presentation of the grievance to the Town Manager, whichever occurs first. The Selectmen shall answer the grievance in writing. During this step, the aggrieved party, if he/she desires, may be accompanied by counsel, a member of his/her Local and a representative from District Headquarters. Grievances involving matters of appointment to positions, removal from positions, discipline of employees, and administration of personnel policies, practices, rules and regulations shall bypass Step 3 and advance directly to Arbitration.

Step 4. Arbitration. If the matter has not been resolved at Step 3, the Union and only the Union, may submit the grievance to arbitration within twenty (20) days after receipt of the written answer by the Board of Selectmen or within thirty (30) days after presentation of the grievance to the Selectmen, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitration Association, postage prepaid, with a copy to the Board of Selectmen.

The Arbitrator shall be chosen from a panel under the rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the parties.

The Arbitrator shall have no power to alter, amend, modify, add to or subtract from this Agreement or to make any decision which abridges or modifies the management rights of the Town. The decision of the Arbitration shall be binding on both parties.

Any event which occurred or failed to occur prior to the effective date of this Agreement, shall not be subject to grievance hereunder, nor shall the Arbitrator have the power to make any decision concerning such a matter.
Section 2. Time Limits.
Failure by the Union and/or employee to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 shall be deemed a waiver of the grievance. The parties may mutually agree to extend any of the time limits contained herein.

Section 3. Probationary Employees Excluded.
Notwithstanding any provisions of this Agreement to the contrary, any dispute concerning the discipline or discharge of a probationary employee (one who has not yet completed his/her first twelve (12) months of employment) shall not be subject to the grievance and arbitration procedure.

Section 4. Arbitrability.
In the event that either the Town or the Union challenges the arbitrability of any grievance in court and the court finds that the matter is not arbitrable, the losing party shall reimburse the prevailing party for its legal and court costs.

ARTICLE XXVI
Compensation

Section 1A. Effective July 1, 2019, employees covered by this Agreement shall be paid under the following salary schedule:

Firefighters

<table>
<thead>
<tr>
<th>July 1, 2019</th>
<th>Probation</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>$52,285.83</td>
<td>$58,634.72</td>
<td>$60,439.14</td>
<td>$62,199.01</td>
<td>$63,736.11</td>
<td>$65,785.57</td>
</tr>
<tr>
<td>Weekly</td>
<td>$1,005.50</td>
<td>$1,127.59</td>
<td>$1,162.29</td>
<td>$1,196.13</td>
<td>$1,225.69</td>
<td>$1,265.11</td>
</tr>
<tr>
<td>Hourly</td>
<td>$23.94</td>
<td>$26.85</td>
<td>$27.67</td>
<td>$28.48</td>
<td>$29.18</td>
<td>$30.12</td>
</tr>
</tbody>
</table>

Wage calculations are based on hourly rates without rounding until the end.

EMT (5% above current assigned step)
EMT Advanced (8% above current assigned step)
Paramedic (13% above current assigned step)
FF-Mechanic (6% above current assigned step)
FF-Mechanic (10% above current assigned step with Emergency Vehicle Technician Certification)

Lieutenant (10% above FF Step 5)
Captain (16% above FF Step 5)
EMS Officer (16% above FF Step 5)
Fire Prevention Officer (10% above FF Step 5- Not Certified)

If a Lieutenant is a paramedic, he/she shall receive 13% above a top step Firefighter.
Effective July 1, 2019, Captains will be compensated as follows: Captains that are paramedics are eligible to reduce from Paramedic Certification to EMT-Basic Certification upon written request and approval of the Fire Chief. Captains will receive no less than 29% above top step firefighter regardless of certification as a Paramedic or EMT-Basic.

Section 1B. Effective July 1, 2020, employees covered by this Agreement shall be paid under the following salary schedule:

Firefighters

<table>
<thead>
<tr>
<th>July 1, 2020</th>
<th>Probation</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>$53,331.55</td>
<td>$59,807.42</td>
<td>$61,647.93</td>
<td>$63,442.99</td>
<td>$65,010.83</td>
<td>$67,101.29</td>
</tr>
<tr>
<td>Weekly</td>
<td>$1,025.61</td>
<td>$1,150.14</td>
<td>$1,185.54</td>
<td>$1,220.06</td>
<td>$1,250.21</td>
<td>$1,290.41</td>
</tr>
<tr>
<td>Hourly</td>
<td>$24.42</td>
<td>$27.38</td>
<td>$28.23</td>
<td>$29.05</td>
<td>$29.77</td>
<td>$30.72</td>
</tr>
</tbody>
</table>

Wage calculations are based on hourly rates without rounding until the end.

- EMT (6% above current assigned step)
- EMT Advanced (8% above current assigned step)
- Paramedic (14% above current assigned step)
- FF-Mechanic (6% above current assigned step)
- FF-Mechanic (10% above current assigned step with Emergency Vehicle Technician Certification)
- Lieutenant (10% above FF Step 5)
- Captain (16% above FF Step 5)
- EMS Officer (16% above FF Step 5)
- Fire Prevention Officer (10% above FF Step 5 - Not Certified)
- Fire Prevention Officer (16% above FF Step 5 - with MFTC or NFPA Fire Inspection I/II)

If a Lieutenant is a paramedic, he/she shall receive 14% above a top step Firefighter.

Effective July 1, 2020, Captains will be compensated as follows: Captains that are paramedics are eligible to reduce from Paramedic Certification to EMT-Basic Certification upon written request and approval of the Fire Chief. Captains will receive no less than 30% above top step firefighter regardless of certification as a Paramedic or EMT-Basic.

Section 1C. Effective July 1, 2021, employees covered by this Agreement shall be paid under the following salary schedule:

<table>
<thead>
<tr>
<th>July 1, 2021</th>
<th>Probation</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>$54,398.18</td>
<td>$61,003.56</td>
<td>$62,880.88</td>
<td>$64,711.85</td>
<td>$66,311.05</td>
<td>$68,443.31</td>
</tr>
<tr>
<td>Weekly</td>
<td>$1,046.12</td>
<td>$1,173.15</td>
<td>$1,209.25</td>
<td>$1,244.46</td>
<td>$1,275.21</td>
<td>$1,316.22</td>
</tr>
<tr>
<td>Hourly</td>
<td>$24.91</td>
<td>$27.93</td>
<td>$28.79</td>
<td>$29.63</td>
<td>$30.36</td>
<td>$31.34</td>
</tr>
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</table>

Wage calculations are based on hourly rates without rounding until the end.
EMT (6% above current assigned step)
EMT Advanced (8% above current assigned step)
Paramedic (14% above current assigned step)
FF-Mechanic (6% above current assigned step)
FF-Mechanic (10% above current assigned step with Emergency Vehicle Technician Certification)
Lieutenant (10% above FF Step 5)
Captain (16% above FF Step 5)
EMS Officer (16% above FF Step 5)
Fire Prevention Officer (10% above FF Step 5- Not Certified)
Fire Prevention Officer (16% above FF Step 5- with MFTC or NFPA Fire Inspection I/II

Lieutenant: If a Lieutenant is a paramedic, he/she shall receive 14% above a top step

Effective July 1, 2021, Captains will be compensated as follows: Captains that are paramedics are eligible to reduce from Paramedic Certification to EMT-Basic Certification upon written request and approval of the Fire Chief. Captains will receive no less than 30% above top step firefighter regardless of certification as a Paramedic or EMT-Basic.

Section 2. Anniversary Dates.

The anniversary date for all employees is the date of appointment by the Town Manager.

Section 3. Step Increases.

A newly employed firefighter shall be placed in the Probationary column in the Salary Schedule and shall, upon completion of one (1) year from the date of his/her appointment, and subject to the approval of the Chief and the Town Manager, be advanced to the next numerically numbered column in the Salary Schedule. An employee who is promoted to the rank of Lieutenant shall be compensated at the Lieutenant's salary.

Section 4. Denial of Step Increases.

Step increases are not automatic. They shall be given only upon the approval of the Fire Chief. Any employee denied a step increase may petition the Town Manager for a hearing within ten (10) days of the denial. The hearing will be held within fifteen (15) days of the employee's request and the Chief will present his/her recommendations. The employee may have a Union representative present. The decision of the Town Manager shall be final and not subject to arbitration.

Section 5. Base Wage Calculation for Retirement Purposes.

Base wage calculation for retirement purposes shall include relevant EMS Certification, current rank, education, longevity, Massachusetts Fire Service Certification, Hostile Event Response Certificate incentive pay, holiday and compensatory pay as determined by state and federal laws and regulations.
ARTICLE XXVII
Performance Reviews

The Town, as represented by the Department Head or Managerial Supervisor, shall have the right to conduct written performance reviews of all employees covered under this Agreement provided a mutually acceptable evaluation form and process are developed and approved jointly by the Town and the Union. A Committee will be established made up of two (2) Town and two (2) Union representatives to develop and implement a form and procedure by July 1, 2001.

ARTICLE XXVIII
Privacy

Section 1. An employee shall be permitted at reasonable times, at least quarterly, to review his/her personnel file or dossier and shall have the right to refute derogatory statements therein. He shall also have the right to forbid or limit disclosure of any information from his/her personnel file or dossier to any non-government agency. On the request for such disclosure, the Town or Department shall first obtain the employee's written permission. Any disclosure of material from the personnel file of any employee will be done with the knowledge of the employee.

Section 2. An employee should have the right to review any written complaints relative to him in his/her personnel file only, and have the right to refute any derogatory statements therein on the same basis as stated in Section 1 of this Article.

Section 3. Public complaints against an employee must be in writing, signed by the complainant, a copy of which shall be given to the employee involved prior to the Town instituting disciplinary action against an employee upon such complaints.

Section 4. Written complaints and derogatory statements submitted by the public shall be removed from an employee's personnel file three years from the date of issuance, unless further written complaint or derogatory statement is issued or received within three years.

ARTICLE XXIX
Duration of Agreement

This Agreement shall take effect on July 1, 2019 and shall continue in full force until June 30, 2022. Either party may request to commence negotiation of a successor Agreement on or after January 1, 2022.

If a successor Agreement is not executed between the parties before July 1, 2022, all terms, conditions, and provisions of this Agreement shall remain in full effect until a new Agreement has been executed.

In the event that the parties are unable to agree on the terms of a successor Agreement, either party may utilize M.G.L. Statute 1987, Chapter 589, Section 1, in order to resolve the dispute.
APPENDIX A

SANDWICH FIRE DEPARTMENT - PROMOTIONAL POLICIES

FIREFIGHTER SELECTION PROCESS:

A. ELIGIBILITY

All candidates shall meet the following minimum eligibility requirements:

1. A typed letter of interest from candidate, no more than two pages double spaced, clearly stating your abilities and why you feel you are the best candidate for the position.
2. A thorough resume.
5. Current CPR card.
6. Current EMT/A or P certification.
7. Demonstrate an acceptable ability to swim - to be tested in the Sandwich High School pool. This includes swimming 100 yards free style without stopping in three (3) minutes time.
8. Receive a favorable evaluation from a complete background investigation.
9. A complete physical by the Town's doctor meeting the requirements of Section 22D of Chapter 32 of the M.G.L., as added by Chapter 697 of the Acts of 1987, the Pension Reform Act, state that any new hires must meet certain guidelines. In part these guidelines require, in addition to any community based requirements, all new personnel hired after November 1, 1996 to undergo a medical evaluation that meets the provisions of Massachusetts General Law. This must be completed prior to taking the Physical Performance Test.
10. Receive a favorable evaluation from a psychological profile.
11. Successfully complete, to state standards, a Physical Performance Test. This test will be required every two years and may be required prior to returning to work from an injury or extended illness to maintain employment.
12. Attend and successfully complete the Massachusetts Firefighting Academy's Firefighter Recruit Training Program and be certified as Firefighter II as soon as a course is available.
FIRE LIEUTENANT / FIRE CAPTAIN SELECTION PROCESS

A. ELIGIBILITY

All candidates shall meet the following minimum eligibility requirements:

1. Candidates must have five (5) years full-time service as a permanent firefighter in the Town of Sandwich to take the Lieutenant exam. Firefighters with less than five (5) years of full-time service may take the written test for practice, but will not be eligible to take the oral interview or be placed on the eligibility list.

2. For the first exam only, candidates must have prior experience as a full-time Lieutenant in the Sandwich Fire Department to take the Captain's exam. In all succeeding exams, candidates must have one (1) year of service as a full-time Lieutenant in the Sandwich Fire Department to take the Captain's exam.

3. Meet the minimum requirements of the Captain's or Lieutenant's position in the Sandwich Fire Department as per the Officer's Standard, with a background as an Emergency Medical Technician.

B. THE SELECTION PROCESS

STEP 1 Written announcement to be made stating date, time, and location for resumes to be in and date, time, location, and from what material the written test will be given. This announcement shall be posted at least sixty (60) days prior to the test date. Candidates will make written application of their intent to take the exam, and why they feel they are the best qualified individual for the position. Along with this letter of application will be the candidate's resume from which questions may be asked during the oral interview.

The resume grading schedule is also to be completed by the individual candidates. The total points will be added to the candidate’s final written and oral scores.

It is the candidate’s responsibility to provide proof of credentials when submitting resume. Invalid documentation will result in removal from the promotional list and/or reduction in rank if promoted falsely.

The time will be calculated up to the date required for the letter of intent and resume submission.

STEP II The test shall be given by an independent testing authority based on texts specified by the testing authority. The written test shall be representative of the standards for Captain and/or Lieutenant, department rules and regulations, street locations, apparatus response assignments, and stations and equipment of the Sandwich Fire Department.

STEP III The written test for Lieutenant will have one hundred questions, of which the candidate must correctly answer 70%, and an oral fire problem which will be worth 25% of the total written score. The written test for Captain will include the Lieutenant's test plus additional written questions as determined by the testing authority, of which the candidate must correctly answer 70%, and an oral fire problem which will be worth 25% of the total written score. The oral fire problem shall be given by a panel of three fire service personnel holding the rank of Captain or
higher, who will not have had any association with the candidates. The results of the tests will only be known by the candidate and testing authority. A list of those who passed will be posted in alphabetical order. All candidates will be notified in writing of their grades. Those who passed will be given the date, time, and location of the oral interview. The test will remain the property of the Town of Sandwich and may be viewed by the candidate at any time. Seventy percent (70%) passing grade required to continue. A candidate will have 72 hours to appeal his/her score.

STEP IV The Oral Interview shall consist of a panel of three fire service personnel holding the rank of Captain or higher, who will not have had any association with the candidates, or have knowledge prior to or during the interview of the written test score. Questions from this panel should be predetermined. At the end of each interview, each panel member may give up to ten (10) points to the candidate. These points will be added to the candidates written test score. The combined total of points from the written test, oral interview, and the resume grading schedule will be the candidate’s final score and determine his/her place on the eligibility list.

STEP V The eligibility list shall be compiled with the highest scoring candidate at the top, with the next highest second and so on until all eligible candidates are on the list. This list will be posted in Headquarters Station of the Sandwich Fire Department.

STEP VI The Town Manager may choose one person from the top three (3) or two from five, or four from nine, etc. At this time the Chief will make recommendations as to the personnel he feels should be promoted. The Town Manager may, at his/her discretion, cancel the list and hold a new exam if at any time there is less than three persons on the eligibility list.

STEP VII The eligibility list shall remain in effect for two (2) years. Prior to the end of the two year list, a new test will be given in order that there will always be a current eligibility list available to fill any vacancy with as little delay as possible. In the event it becomes necessary to extend the two-year time limit due to unforeseen circumstances, with the agreement of the Town of Sandwich and the Sandwich Professional Firefighters, the current list shall remain in effect until a new test is given.

STEP VIII The promotion by the Town Manager shall be subject to a one-year probation period. At the end of eleven months of service, the Chief will review the Captain or Lieutenant's performance with the Selectmen and determine whether or not to continue that individual in this position or to return him to his/her previous position.
<table>
<thead>
<tr>
<th>Member:</th>
<th>Position:</th>
<th>Date:</th>
<th>Resume Grading Schedule</th>
<th>Value</th>
<th>Points Awarded</th>
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<td>As defined in Article VII, section 2 of the contract. Limited to the past 5 years</td>
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