AGREEMENT

between

TOWN OF SANDWICH

and

PROFESSIONAL EMERGENCY TELECOMMUNICATORS
OF SANDWICH, LOCAL #1

Effective: July 1, 2019

Expiring: June 30, 2022
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ARTICLE I

INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interest of the Town of Sandwich, MA, hereinafter referred to as the Employer, and the Professional Emergency Telecommunicators of Sandwich, MA, hereinafter referred to as the Union, to provide for the operation of professional public safety dispatching services and, if determined necessary by the Employer, other dispatching services for the inhabitants of the Town of Sandwich under conditions which will ensure economy of operation, quantity and quality of performance, and the protection of life and property.

By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to ensure the uninterrupted operation of dispatching services; to set forth the agreement of the parties with respect to rates of pay, hours of work, and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the dispatching services in the Town of Sandwich.

ARTICLE II

RECOGNITION

Section 1: The Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for all permanent, full-time professional emergency telecommunicators and any new emergency telecommunicators which may be hired in the future, and any permanent emergency telecommunicators working more than twenty (20) hours per week in the Town of Sandwich, excluding part-time, seasonal, or temporary emergency telecommunicators.

Section 2: The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such group for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3: This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement and in accordance with the appropriate sections of Chapter 150E, General Laws.

Section 4: The Employer recognizes that the position of Emergency Telecommunicator is in Group 2 of the Barnstable County Retirement Association.
ARTICLE III

NO DISCRIMINATION

Section 1: There shall be no discrimination, interference, restraint, or coercion by the Town or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 2: There shall be no discrimination by either party against any employee because of race, creed, color, sex, or age.

ARTICLE IV

UNION DUES AND AGENCY SERVICE FEE

Under the authority of General Laws, Chapter 150E, the Employer agrees that Union dues, determined in accordance with the Constitution and By-Laws of the Union, may be deducted weekly from the salary of any employee in the bargaining unit who signs and files with the Town a form authorizing such deductions. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Employer withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union. The Town shall remit monthly the sum so deducted to the Treasurer of the Union.

Agency Fee shall become a condition of employment in compliance with the terms and conditions as set forth in General Laws, Chapter 150E, Section 12. The Union agrees that it shall provide the Employer certification that a vote of the majority of the employees in the Bargaining Union present and voting did, in fact, vote to include the provisions of Agency Fee. Each employee who elects not to join or maintain membership in the Union, shall be required to pay by a condition of employment beginning thirty (30) days following the commencement of employment or the effective date of this Agreement, whichever is later, a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent as provided in the General Laws, Chapter 150E, and remit the aggregate amount to the Treasurer of the Union.

In the event that legal action is taken by a member of the Union or any third party against the Employer as a result of their implementation of the Agency Fee provisions of this Article, the Union agrees to hold the Employer harmless and indemnify them for all expenses or judgments or allowances entered against them as result of said action.

It is the responsibility of the Union to notify the Employer of any employee's failure to comply with agency fee requirements.

The Employer 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 in the Town, and deduct dues and agency fees accordingly. Monthly remittance shall remain in effect.
ARTICLE V

MANAGEMENT RIGHTS

The Employer and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the dispatching work force.

Said rights and powers shall include but are in no way to be construed as limited to, the right to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees for just cause; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations; and generally to control and supervise its operations and municipal affairs without hindrance and interference so long as all of the above are not in conflict with this Agreement.

The Union and the Town herein recognize and affirm the Town's right to permanently transfer all bargaining unit work under this Agreement, or any portion thereof, to non-bargaining unit personnel who are not employed by the Town, provided that the Town provides the Union with ninety (90) days' notice prior to the date of transfer. This decision to transfer bargaining unit work shall not be subject to the grievance and arbitration provisions of this Agreement.

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are provided for in this Agreement.

ARTICLE VI

UNION ACTIVITY AND BUSINESS
ON EMPLOYER PROPERTY

Section 1: The members of the Union shall be permitted to meet on Employer property that is available for public use and may hold regular business meetings of the Union on their own time at the Fire Department Headquarters or as otherwise expressly approved by the Department Head or his or her designee.

Section 2: The Union shall be permitted to install and maintain a bulletin board not to exceed three (3) feet by four (4) feet within the dispatching area or in such area as mutually agreed upon by the Union and the Head of the Department. Bulletin board announcements shall be posted in a conspicuous place.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Section 1: The Union agrees that no employee shall engage in, induce or encourage any strike, walkout, work stoppage, sit-down, slowdown, or withholding of services (whether sympathetic, general or any other kind). The Employer agrees not to conduct a lockout.
Section 2: The Employer may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. The burden of proof shall rest with the Employer.

Section 3: The Employer shall have the authority to determine whether a vacancy will be filled. If it is decided by the Employer to fill a vacancy, effort will be made to fill the vacancy within sixty (60) days from the date the vacancy was created.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: The purpose of this Article is to settle all alleged grievances as quickly as possible so as to ensure efficiency and promote employee morale. The parties recognize that is in the best interest of effective and harmonious performance of the duties and responsibilities of the dispatching services for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximal informality and flexibility.

Section 2: For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and any employee involving an alleged violation of a written provision of this Agreement. The written grievance shall designate the Article that the employee alleges has been violated and the desired remedy.

Section 3: 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 1. The employee, with a Union steward or representative if so desired, shall take up the grievance or dispute in writing to the Department Head within ten (10) calendar days of the occurrence giving rise to the grievance. The Department Head shall attempt to resolve the matter and respond in writing within ten (10) calendar days. If the grievance is not satisfactorily settled at this step;

Step 2. It shall be appealed in writing within five (5) calendar days after receipt of the written answer of the Department Head by the employee to the Town Manager. The Town Manager shall attempt to resolve the matter and respond in writing within ten (10) calendar days of the receipt of the written appeal. If the grievance is not satisfactorily settled at this step;

Step 3. It shall be appealed in writing within five (5) days after receipt of the written answer of the Town Manager by the employee to the Board of Selectmen. The Board of Selectmen shall attempt to resolve the matter within thirty (30) calendar days of the receipt of the written appeal, or within five (5) days following the conclusion of a grievance meeting, whichever is later. 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. If the grievance is not satisfactorily settled at this step;
Step 4. The Union, and only the Union, may submit the grievance to arbitration within ten (10) calendar days following the receipt of the Board's answer. The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. If both parties mutually agree in writing, the services of the Massachusetts Board of Conciliation and Arbitration may be used. The decision of the Arbitrator shall be final and binding upon the parties except that the Arbitrator shall make no decision which alters, amends, add to, or detracts from this Agreement or which modifies or abridges the management rights and prerogatives of the Employer. Costs of the arbitration proceeding, except for transcripts or other materials or witnesses requested by one party, shall be shared equally by the Employer and Union. The parties may by mutual agreement submit more than one (1) pending grievance to the same arbitrator.

Section 4: A grievance not initiated within the time specified shall be deemed waived and not eligible for further appeal. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Department Head, Town Manager, or Board of Selectmen to answer an appeal within the time limit specified shall mean that the appeal has been denied and may be taken to the next step immediately. The above limitations may be waived by mutual agreement of both parties.

Section 5: Notwithstanding any contract 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 6: No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 7: No employee shall be disciplined or discharged without just cause.

ARTICLE IX

HOURS OF WORK

Section 1: Hours of Work

A. The regular work schedule for employees covered by this Agreement shall be "4 and 2" work schedule (4 days on and 2 days off). The regular work shifts shall be for eight and one-quarter (8 ¼) hours and shall be scheduled as follows:

- Day Shift: 7:00 a.m. to 3:15 p.m.
- Evening Shift: 3:00 p.m. to 11:15 p.m.
- Midnight Shift: 11:00 p.m. to 7:15 a.m.

B. Lead Emergency Telecommunicator – Upon the hiring of a tenth emergency telecommunicator as a member of the Union, or sooner if mutually agreed upon by the Union and the Town, the Town, in its sole discretion, shall have the right to assign the employee in the Lead Emergency Telecommunicator position to a "5-2" work schedule consisting of a 7:00 a.m. - 3:00 p.m. shift. With the advance approval of the Supervisor and the Department Head, the Lead Emergency Telecommunicator may be allowed to
work overtime to complete such duties as may not be reasonably completed during his/her regular work shifts.

Section 2: The starting and quitting times of each shift will not change unless mutually agreed upon by the Town and the Union.

Section 3: Any employee covered by this Agreement may from time to time exchange tours of duty, and also exchange days off, provided the exchange has in advance the sole written approval of the Department Head or his or her designee.

Section 4: Effective July 1, 2016, shifts shall be selected by each permanent, full-time emergency telecommunicator in order of seniority. Shift selection shall take place three times a year on or about June 1, October 1, and February 1 for shifts to begin on or about July 1, November 1 and March 1. The number of positions available on each shift will be established and made available by the Chief of Police in advance of selection. Positions will be assigned on the basis of seniority, with seniority based upon date of employment with the Town as a member of this bargaining unit.

Non-bargaining unit employees may be assigned to those shifts which remain available after all bargaining unit employees have been assigned to shifts in accordance with the selection process.

Probationary employees will not be entitled to select their shift during the first year of hire, but will be assigned by the Chief of Police, at his/her discretion and/or where vacancies exist.

Section 5: Meal Breaks

Bargaining unit members shall be entitled to one (1) thirty (30) minute paid meal break and one (1) ten (10) minute break per eight (8) hour fifteen (15) minute shift, with such breaks staggered with the other emergency telecommunicators. Such breaks shall be taken within the Station. Members shall continue to answer emergency calls during the aforementioned breaks.

ARTICLE X

OVERTIME

Section 1: For the purpose of this Agreement, overtime shall mean any time worked in excess of a regular work schedule as defined in this Agreement. Overtime shall be based on one and one-half (1 1/2) times the employee's hourly rate of pay in the manner required by General Laws, Chapter 48, Section 58C. Overtime shall not be included for those shifts traded between Union members even if such shifts result in hours worked beyond the employee's regular work schedule. Such swaps must be approved in writing by the Department Head or his or her designee. Failure of an employee to reimburse another employee for a previously approved swap shall result in disciplinary action to the offending employee.

A. Scheduled Overtime shall be defined as overtime which is offered to bargaining unit members with notice of at least two (2) weeks or more and will first be offered to part-time emergency telecommunicators on a rotating basis; second to full-time emergency telecommunicators on a rotating basis; and, third, to an emergency telecommunicator ordered to stay based upon seniority up to a maximum of eighteen (18) consecutive
hours, at time and one half rate, and with a minimum of five (5) hours rest before returning to duty. Overtime shall not be included for those shifts traded between Union members even if such shifts result in hours worked beyond the employee's regular work schedule. Such swaps must be approved in writing by the Department Head or his or her designee. Failure of an employee to reimburse another employee for a previously approved swap shall result in disciplinary action to the offending employee.

B. **Non-Scheduled Overtime** shall be defined as overtime offered to bargaining unit members with notice of less than a two (2) weeks and shall first be filled by full time emergency telecommunicators on a rotating basis; second by a part-time emergency telecommunicator on a rotating basis; and third, by an emergency telecommunicator ordered to stay based upon seniority up to a maximum of eighteen (18) consecutive hours at time and one half, and with a minimum of five (5) hours rest before returning to duty.

Section 2: Overtime shall be assigned on an equitable basis. Overtime shall be filled pursuant to the "Shift Filling Procedure Policy" as approved by the Chief of Police and Town Manager.

Section 3: Notwithstanding any provisions of this Article to the contrary, the first thirty (30) minutes worked beyond the shift quitting time shall be compensated as one (1) hour of straight time. Minutes thirty one (31) through sixty (60) worked beyond the shift quitting time shall be compensated at one (1) hour of overtime. Minutes sixty one (61) through one hundred twenty (120) worked beyond the shift quitting time shall be compensated at two (2) hours of overtime. Any part of an hour beyond two (2) hours of the shift quitting time shall be compensated at one (1) full hour of overtime.

Section 4: An employee will not be required to work more than eighteen hours (18) consecutively with the only exception being an emergency designated by the Chief of Police in his/her sole discretion. Staff shortage shall not constitute an emergency.

Section 5: If an employee is involuntarily required to work beyond a combination of shifts that exceed twenty four (24) hours, that employee will be compensated at twice his/her normal rate of pay for any shift exceeding twenty four (24) hours. It shall be understood that an employee’s regularly scheduled shifts and swapped shifts will be compensated at his/her normal rate of pay, and that any voluntary overtime will be compensated at one and one-half (1 1/2) times the employee’s normal rate of pay. The Town will make every effort to avoid an Emergency Telecommunicator from being required to work involuntarily for more than forty eight (48) consecutive hours.

Section 6: Overtime shall be paid by the Employer on a bi-monthly pay schedule (26 paychecks per year).
ARTICLE XI

HOLIDAYS

Section 1: The following days shall be considered paid holidays:

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

Holiday pay shall equal eight (8) hours and fifteen (15) minutes of regular straight time wages. A bargaining unit member may receive an equivalent time off for up to eight (8) of the eleven approved holidays in lieu of pay, however, the time off cannot force the ordering of another employee either within the bargaining unit or out of the bargaining unit to fill the vacant shift.

Section 2. A Union member who requests sick leave on a holiday, or day before a holiday, or day after a holiday on which he/she is expected to work may be required by the Department Head to provide a physician's certificate of illness at their expense in order to receive compensation for the requested sick leave.

ARTICLE XII

VACATION LEAVE

Section 1. Newly hired bargaining unit members will earn one (1) vacation day per month up to a maximum of ten (10) days during their first partial fiscal year of employment. Within this first year of probationary employment regardless of the amount of time in the position, on July 1 a bargaining unit member will receive an additional ten (10) vacation days to be used during the next fiscal year.

Section 2. After the initial ten (10) working days following the first July 1, a bargaining unit employee will earn one (1) additional vacation day for each additional year of employment up to a maximum of twenty (20) vacation days per bargaining unit member per year. Vacation leave will always renew at the beginning of a fiscal year.

A bargaining unit member hired prior to July 15, 2015 shall be entitled to earn a maximum of twenty-five (25) vacation days per year.

Section 3: Vacation periods shall commence July 1 and run until June 30 of the following year. Vacation leave shall not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacations except in cases of emergency with prior approval of the Department Head and approval of the Employer.

Section 4: Employees will be allowed to normally take vacation leave as desired when reasonable notice is given to the Department Head. Where the Department Head determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, the Department Head may deny the requested vacation period. Vacation requests shall be
submitted to the Department Head on or before April 1 for the following fiscal year, or with reasonable notice and the approval of the Department Head and shall be approved based upon seniority. One (1) emergency telecommunicator shall be allowed to be off per shift when using vacation and/or personal time.

Section 5: Upon termination of employment the employee shall be paid an amount equal to the vacation leave earned and not taken at the time of termination. Said payment shall be calculated on a pro-rata basis equal to the number of months worked during the fiscal year divided by twelve (12) months. If said termination is caused by death, such payment shall be made to the employee’s estate. If a bargaining unit member leaves employment during his/her probationary period, said member will not be eligible to receive a vacation buyout from the Town.

ARTICLE XIII

SICK LEAVE

Section 1: All employees covered by this Agreement shall earn sick leave at a rate of one and one-quarter (1 1/4) days per month for each month of actual service, not to exceed fifteen (15) days per year. Maximum accumulation shall be one hundred twenty (120) days.

Section 2: Any employee absent for three (3) consecutive shifts or more, or absent the day before or after any scheduled day off, including holidays and vacation periods, may be required by the Department Head to submit a doctor’s certificate or other satisfactory proof of illness at their expense prior to receiving sick leave pay. If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Employer may take appropriate disciplinary action, including but not limited to, suspension or discharge. For purposes of this provision, scheduled shifts separated by a scheduled day or days off will be considered “consecutive”.

Section 3: Retirement Buy-Back. Upon “service retirement” of at least fifteen (15) years of satisfactory service with the Town, or upon “ordinary disability retirement,” all of which are defined more specifically by the County Retirement System, an employee will be paid twenty percent (20%) of all accumulated sick leave, up to a maximum accumulation of one hundred twenty (120) days at their current base rate of pay. It is requested that an employee notify the Town Manager at least thirty (30) days prior to their retirement or resignation after fifteen (15) years of satisfactory service. In the event of the death of an employee, the aforementioned benefit shall be paid to the Employee’s beneficiary or estate. The Town may elect to defer payment until July 1 of the following fiscal year for budgetary reasons.

Section 4: 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 Department Head, in writing and by June 30th of the number of sick days, earned in the previous year, 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 sixteen (16) or more days of vacation leave per year are not eligible for this benefit.
ARTICLE XIV

BEREAVEMENT LEAVE

Up to four (4) regularly scheduled shifts bereavement leave with pay may be allowed for making arrangements and attending the funeral upon the death of an immediate member of the family. Immediate family is defined as the employee's husband, wife, domestic partner, children, father, mother, father-in-law, mother-in-law, brother, sister, grandparents, or any relative living in the employee's household. For purposes of this Article, the term "domestic partner" shall be defined as "an individual sharing an employee's life as if married, but without the benefit of the actual certificate, regardless of gender." Compensations shall be limited to the time lost from the employee's normal straight time.

ARTICLE XV

PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to personal leave of three (3) regularly scheduled shifts per year as granted by the Department Head. Said three (3) regularly scheduled shifts of personal leave may be utilized during any part of the fiscal year for the purpose of transacting imperative personal business which could not be effectively conducted outside of the normal working hours. Personal leave is non-cumulative and may be utilized by employees who have successfully completed twelve (12) weeks of service.

Reasons for such leave must be made in writing to the Department Head as soon as possible but not less than forty-eight (48) hours before the absence occurs, whenever possible.

ARTICLE XVI

JURY DUTY

The Employer 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. If an employee is released from jury duty from a Barnstable County courthouse by 1:00 P.M. the employee will return to work within a reasonable period of time.

Any employee required to attend court due to a work-related summons or subpoena shall be compensated at their normal rate of pay.

If an employee is scheduled for jury duty at 8:00 A.M., he or she will be relieved of duties for the immediately preceding shift.

Any employee required to attend court due to work related summons or subpoena shall be compensated at their overtime rate unless it falls on a normally scheduled work period in which case the employee shall be compensated at their normal rate of pay.
ARTICLE XVII

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 XVIII

PROBATION

The first twelve (12) months of employment is a probationary period. A new employee may be separated at any time during that twelve (12) month period upon the recommendation of the Department Head. The Department Head shall use the probationary period to closely observe the new employee’s performance. At least sixteen (16) working days prior to the expiration of the employee’s probationary period, the Department Head shall notify the Employer in writing as to the performance of said employee and make a recommendation as to the employee’s status. Any employee who is discharged prior to completion of the probationary period shall not be eligible for vacation with pay.

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

ARTICLE XIX

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, domestic partner, child, or parent. For purposes of this Article, the term "domestic partner" shall be defined as “an individual sharing an
employee’s life as if married, but without the benefit of the actual certificate, regardless of gender. 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 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 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 for its portion of health insurance benefits paid during the leave.

ARTICLE XX

LEAVE OF ABSENCE

The Employer may for just and sufficient cause, grant leaves of up to ninety (90)-calendar days absence without compensation. Leaves of absence of over ninety (90) calendar days duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond the ninety (90) calendar day period has been authorized in advance by the Employer for just and sufficient cause. Employees shall not be entitled to payment for earned benefits until actual termination from the position.

ARTICLE XXI

SENIORITY

Section 1: Seniority shall be defined as the length of continuous service from the date of employment in a permanent, full-time position covered by this Agreement. Where two employees have the same date of hire, seniority shall be determined by the highest evaluation score as determined by the Department Head as of the date of hire.
Section 2: Where the Employer determines the need to layoff employees covered by this Agreement, employees shall be laid off based upon seniority with the least senior employee laid off first.

Recall shall be based on seniority with the last employee to be laid off recalled first. Recall rights shall continue for a period up to twenty-four (24) months. It is the responsibility of the Union to inform the Employer of the laid off employee's current address and availability. Any accrued vacation leave and sick leave retirement benefits, if eligible under Article XIII at the time of layoff, shall be paid to the employee at the time of layoff.

If an employee is recalled to work within twenty-four (24) months following a layoff, his or her seniority shall be calculated from the original date of hire and time lost will not be considered a break in service. All benefits will be reinstated at the same levels they were at the time of separation. Benefits may not be accrued during the time of layoff.

Section 3: Effective on December 31, 2015, in the event the Town determines the need to lay off employees covered by this Agreement, said employees may be re-hired by the Town for positions the employee is qualified for, prior to those positions being posted for the general public, during the twenty-four (24) month recall period. In attempting to fill the vacancy for which a laid off employee may be qualified to fill, the internal process within the appropriate union will be followed first, before opening it up to the laid off Union member(s) and before advertising the opening to the general public. Nothing in this Paragraph is intended to limit the Town's right to permanently transfer bargaining unit work in accordance with Article V to non-bargaining unit personnel who are not employed by the Town, with said transfer of bargaining work to an outside entity creating no right to employment for bargaining unit members with the outside entity but with bargaining unit members retaining recall rights in accordance with this Article XXI.

**ARTICLE XXII**

**LONGEVITY**

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.

<table>
<thead>
<tr>
<th>Years of Service</th>
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<tr>
<td>Five (5)</td>
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<tr>
<td>Ten (10)</td>
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<tr>
<td>Fifteen (15)</td>
<td>$645.00</td>
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<tr>
<td>Twenty (20)</td>
<td>$760.00</td>
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</table>

An employee shall receive only one longevity payment per year, regardless of the number of positions occupied.
ARTICLE XXIII

UNIFORM AND EQUIPMENT

Section 1: Bargaining unit members will be provided new uniforms and associated gear as identified and collectively agreed to with the Chief of Police. Clothing and gear shall be furnished within sixty (60) days of appointment as a probationary dispatcher, or as soon as reasonably possible.

Section 2: Following the successful completion of one (1) full year of employment each employee covered by this Agreement shall receive an annual clothing allowance of Six hundred ($600.00) Dollars for the purpose of purchasing work clothes. Employee will be given this $600.00 annually in a lump sum and subject to tax withholdings the first pay period in July.

ARTICLE XXIV

WORKER'S COMPENSATION

The Employer shall provide all employees covered by this Agreement the same worker's compensation insurance coverage it provides all other employees entitled to worker's compensation. If an employee is absent due to a work-related accident which is accepted by the Employer's worker's compensation carrier, the employee will continue to receive his/her regular wages from the Employer for thirty (30) calendar days. During this thirty (30) day period, the amount received by the employee under worker's compensation will be immediately signed over to the Employer.

After thirty (30) calendar days, the Employer shall provide only such compensation as is provided through the worker's compensation carrier. However, the employee may use any available accrued sick time to provide any difference between the regular weekly wage and worker's compensation benefits. If the employee wishes to retain any voluntary benefits, including health insurance, they must pay the employee's portion of the desired benefits from the worker's compensation reimbursement they receive.

ARTICLE XXV

MEDICAL AND DENTAL 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 plan. In the event that the Town negotiates changes to plans offered, plan designs, and/or benefit levels through negotiations with other Town bargaining units, the Union hereby agrees to accept such changes and to incorporate such changes into this Agreement and/or a successor Agreement.
ARTICLE XXVI

EDUCATION

Section 1: Continuing Education. The Employer shall foster and promote programs of training for employees for the purpose of improving the quality of services provided by the Town.

Section 2: Recertification. The Town will pay the cost of required certification courses for telecommunicator and EMT certifications and pay overtime for such courses which will be scheduled in advance by a supervisor. No additional stipends shall be paid for obtaining, maintaining and/or renewing any such certifications.

ARTICLE XXVII

PERFORMANCE REVIEW

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.

ARTICLE XXVIII

MEMBERSHIP

The Employer agrees to pay an amount not to exceed $125.00 per employee per fiscal year for the Association of Public Safety Communication Officials (APCO) and/or International Critical Incident Stress Foundation (ICISF) membership.

ARTICLE XXIX

WAGE SCHEDULE

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</tr>
<tr>
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July 1, 2021

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(All figures represent an hourly rate.)

If hired between July 1- December 31 a bargaining unit member will advance to Step 2 on the wage scale on July 1 unless management decides, in its sole discretion, that the bargaining unit employee is under-performing. Upon successful completion of the probationary period, the bargaining unit employee will advance to step 2 on his/her anniversary date. Management’s decision to advance or not advance the bargaining unit employee to Step 2 shall not be grievable nor arbitrable. Future wage increases will occur on July 1 moving forward. Bargaining unit members hired January 1 – June 30 will remain at Step 1 on their first July 1st. The bargaining unit member will be advanced to Step 2 after completing a full fiscal year on the next July 1.

Advancement from Step 4 to Step 5 shall occur on July 1st of the tenth (10th) year of employment as a bargaining unit member.

Advancement from Step 5 to Step 6 shall occur on July 1st of the fifteenth (15th) year of employment as a bargaining unit member.

Past relevant job experience and training may result in a probationary employee starting at Step 2. The decision to place a probationary employee at Step 2 shall be at the sole discretion of the Employer and shall not be subject to the grievance or arbitration provisions of this Agreement. All other terms and conditions of future wage and/or step increases shall be in accordance with the above.

**Shift Differential:**

Any Union member assigned to a regular work shift between the hours of 3:00PM and 11:15PM shall be paid a differential rate of pay in the amount of six dollars ($6.00) per shift and any Union member assigned to a regular work shift between the hours of 11:00PM and 7:15AM shall be paid a differential rate of pay in the amount of nine dollars ($9.00) per shift.

**ARTICLE XXX**

**LEAD EMERGENCY TELECOMMUNICATOR**

Through an internal application process, the Town shall promote a Lead Emergency Telecommunicator. The annual compensation for this position shall be $10,000 added to the employee’s base salary as stated above in Article XXIX, and with said compensation prorated for any partial year of employment in the Lead Emergency Telecommunicator position.
The designation and/or removal with just cause of any bargaining unit member from this Lead Emergency Telecommunicator position shall not be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE XXXI

DURATION

Section 1: This Agreement shall be effective from July 1, 2019 and shall continue in full force and effect until and including June 30, 2022, but in no event thereafter.

The parties agree to commence negotiations for a successor contract on or about January 1, 2022.

This Agreement represents the entire Agreement of the parties and may not be reopened except as mutually agreed by the parties in writing.

Section 2: This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances, and bylaws are approved at Town Meeting so that this Agreement will not conflict with any said law, ordinance, or bylaw.

The Employer shall request and actively support and urge at Town Meeting the necessary appropriations and propose necessary amendments to existing laws, ordinances, and bylaws.

IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands this ___ day of November, 2019.

Professional Emergency Telecommunicators, Local #1

[Signature]

Board of Selectmen, Town of Sandwich, MA

[Signature]