AGREEMENT

BETWEEN

TOWN OF SANDWICH

AND THE

SANDWICH SUPERIOR OFFICERS UNION,

 MASSACHUSETTS COALITION OF POLICE, LOCAL #368

EFFECTIVE

JULY 1, 2019 TO JUNE 30, 2022
SUPERIOR OFFICERS CONTRACT

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Exhibit “A” – Town of Sandwich Police Department Promotional Process
AGREEMENT BETWEEN
TOWN OF SANDWICH
AND
SANDWICH SUPERIOR OFFICERS UNION

THIS AGREEMENT is entered into by and between the Town of Sandwich (herein-after referred to as "the Town") and the Sandwich Superior Officers Union, Massachusetts Coalition of Police, Local #368 (hereinafter referred to as "the Union") in accordance with the provisions of Chapter 150E of the General Laws.

PREAMBLE

WHEREAS under the well-being of the members of the Sandwich Superior Officers Union and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties, and the participation of employees in the collective bargaining process contributes to the effective conduct of the functions of the Police Department, and the administration of Department business; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful employee-employer relations predicated upon the terms of this Agreement;

THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Town hereby recognizes the Sandwich Superior Officers Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all regular full-time civil service police sergeants of the Sandwich Police Department, but excluding civil service permanent-intermittent police officers, special officer/dispatchers, other special officers, patrolmen, lieutenants, the Chief, civilians, part-time employees, and all other employees.

Section 2. For the purposes of this contract, seniority shall be determined by the date of full-time Civil Service appointment to the Sandwich Police Department.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement and applicable Federal or State statutes, the Town and its Selectmen and Chief of Police reserve and retain all of the lawful powers and customary rights and authority of municipal management to manage and control the Police Department; to determine the methods and means by which the operations of said Department are to be carried on; to direct the employees of the Department in any manner deemed in the best interests of the inhabitants of the Town, including, but not limited to the right
to appoint, promote, assign and transfer, to issue reasonable rules and regulations, and to discipline and discharge employees.

Section 2. Nothing in this Agreement shall be construed to abridge or to relieve the Chief of Police of any of the powers granted under Chapter 41, Section 97A of the General Laws.

Section 3. This Agreement contains the complete expression of the parties on wages, hours and terms and conditions of employment. Notwithstanding any contrary provisions of this Agreement, the Union on its own behalf, and in behalf of the employees it represents, agrees that collective bargaining shall be the exclusive procedure concerning mandatory subjects of bargaining under General Laws, Chapter 150E.

Section 4. Outside work for employees appointed pursuant to Civil Service procedures shall be limited to twenty-four (24) hours per week and only on jobs not disapproved of by the appointing authority and/or the Chief of Police with the exception of details connected to police duty and work during vacation periods.

Section 5. 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, provided all other Town unions agree to same and subject to all applicable state laws.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. Bargaining unit employees shall work a "4 and 2" work schedule (4 days on and 2 days off). The regular work shifts shall be for eight and one-quarter (8 1/4) hours and shall be scheduled as follows:

Tour of duty Shift 1 - 11:30 p.m. to 7:45 a.m.
Tour of duty Shift 2 - 7:30 a.m. to 3:45 p.m.
Tour of duty Shift 3 - 3:30 p.m. to 11:45 p.m.

Section 2. Those sergeants assigned to an administrative schedule, shall work on eight (8) hour shifts under a 5 and 2 schedule. Those officers assigned to an administrative schedule (5-2) shall be granted seventeen (17) days leave to be taken at the discretion of the Chief.

Section 3. If duty requires an officer to work beyond his normal quitting time, the first 1/2 of an hour shall be paid as straight time. If the officer works more than 1/2 of an hour, but less than one hour, he shall be paid for one hour of overtime work. If the officer works over one hour or more, he shall be paid to the next full hour.

Section 4. Overtime work shall not include swapped shifts, or parts of swapped shifts, between individual officers. All such swapping shall be subject to approval of the Chief, who shall not withhold such approval unreasonably.

Section 5. Overtime shall be based upon one and one half times the hourly rate computed by taking 1/40th of the weekly base salary.
Section 6. Overtime work shall include all ordered in-service training outside an employee's regularly scheduled hours of work. The Chief of Police may transfer employees temporarily to the day shift without a change in days off, for an aggregate total of five (5) days per year, for in-service training. Those days worked under the provisions of this section which are regularly scheduled to be off duty will be compensated at a rate of time and one half. The displaced sergeant can work the overtime caused by such movement to the extent that overtime exists to fill the displaced shift.

Section 7. It is the right of police officers attending court to receive notification as early as possible of cancellation. If failure to notify is a result of the department, officers shall receive four (4) hours of time and one half if an attempt to contact them has not been made twelve (12) hours prior to scheduled appearance time. All changes in court schedules shall be made part of the official log. The Town accepts no responsibility and will make no payments for circumstances beyond the Town's control. Stand by pay shall be for two hours at time and one half.

Section 8.
1. Any officer called in to duty outside his/her regularly scheduled hours of work ("call in shift") will be paid in accordance with the following schedule:

   a. For each call in shift which does not exceed two (2) hours in length, a four (4) hour minimum shall be applied and the officer shall be paid at the overtime rate of 1.5 hours for the four (4) hour minimum. Alternatively, subject to the terms and conditions of Section 11 of this Article, the officer shall be eligible for compensatory time at the rate of 1.5 hours for time actually worked and no four (4) hour minimum shall be applied; or,

   b. For each call in shift which exceeds two (2) hours in length, a four (4) hour minimum shall be applied and the officer shall be paid at the overtime rate of 1.5 hours for the four (4) hour minimum or at an overtime rate of 1.5 hours for each hour actually worked, whichever is greater. Further, subject to the terms and conditions of Section 11 of this Article, the officer shall be eligible for compensatory time at the rate of 1.5 hours for the four (4) hour minimum or at the rate of 1.5 hours for each hour actually worked, whichever is greater.

2. Any officer called in to duty prior to his/her regular shift will be paid at the overtime rate of 1.5 hours for time actually worked. Alternatively, subject to the terms and conditions of Section 11 of this Article, the officer shall be eligible for compensatory time at the rate of 1.5 hours for time actually worked.

3. The term "time actually worked" as used in Sections 8 (1)(a) and 8 (2) above shall be calculated in half-hour increments with any work performed in a portion of a half hour rounded to the next half hour.

4. Nothing contained in this Section 8 shall be construed to limit the application of Section 11 of this Article III, including but not limited to the exercise of discretion by the Chief of Police with respect to the use, accrual or scheduling of compensatory time in lieu of overtime compensation.

Section 9. Employees required to attend court or related court activities other than during their assigned shift shall be paid a minimum of four (4) hours at their rate of overtime, including travel time to and from court. Travel time to and from court shall be one half hour.
each way. No additional compensation for travel time shall be paid if all time spent at court and traveling to and from the court takes place within the four hour minimum established by this Section. Mileage shall not be paid.

**Section 10.** Three times per year, June 1, October 1, and February 1 employees shall submit a bid for shift assignments, expressing their first, second, and third preferences for shifts to begin on, 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 bidding. Positions will be assigned on the basis on seniority. Seniority shall be determined by the date of permanent appointment to the rank of sergeant. In cases where appointments are made on the same date, the employee with the highest mark will be the senior officer. The Town and the Union agree that the Chief of Police shall have the right, for the good of the department, to make assignments by other than strict seniority to the specialist categories. It is recognized however, that seniority shall be used to bid for appropriate shifts within these specialist categories. Any officers out injured at the time of bidding will have the opportunity to select shift preference by seniority where openings exist on the assigned shifts when they return.

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 bidding process.

If assignment of a sergeant to the shift to which his seniority would entitle him/her would be detrimental to the operation of the department, the Chief of Police may deny such assignment by notifying the employee, in writing, of the reasons why his chosen assignment would be detrimental. This action shall be subject to the grievance procedure.

**Section 11.** Compensatory time off in lieu of overtime pay shall be administered in accordance with the following provisions:

a. The Chief of Police has discretion with respect to the use, accrual, and scheduling of compensatory time;

b. The maximum number of compensatory time hours that a sergeant may be compensated for with pay in any fiscal year shall be forty eight (48). The employee shall notify the Chief of Police by June 1 of his/her intent to be compensated with pay.

**Section 12.** No sergeant shall schedule himself to work more than eighteen (18) consecutive hours without prior approval of the Chief or a Lieutenant."

**Section 13:** The Chief shall have the right to refuse to grant time off, including cancellation of authorized leave, and to refuse to allow swaps around special events or holidays in order to adequately cover necessary shifts and posts. This language does not apply to pre-planned vacation entered and approved on the vacation calendar.

**Section 14:** Overtime shall be offered first within the rank being filled, based upon seniority date. In the event patrolmen have not accepted overtime offered to them, sergeants shall be offered the opportunity to work the overtime in order to avoid a patrolman being ordered in.
Section 15: Any sergeant who calls in sick for a shift, shall be ineligible to work an overtime shift or portion thereof, or a paid detail, during that shift or during the next eight hour shift.

ARTICLE IV

UNIFORMS AND CLOTHING ALLOWANCE

Section 1. Regular full-time bargaining unit employees working a regularly scheduled work week of assigned tours of duty, shall have the sum of one thousand dollars ($1,000.00) allocated yearly for the purchase of police uniforms at the discretion of the Chief. In addition, newly promoted sergeants appointed pursuant to Civil Service procedures shall be authorized an extra one hundred twenty five dollars ($125) in their year of hire to help defray the cost of initial purchase.

Section 2.

(a.) The Town will pay for the cleaning of uniforms and work clothes abnormally dirtied in the line of duty.

(b.) 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, nor deducted from the clothing allocation.

(c.) All flashlights and batteries, uniformed duty holster (not plain clothes), portable radio, shoulder microphone, long antenna, and batteries required by members of the unit shall be supplied by the Town at no charge to the employee.

(d.) The uniform allowance shall be in control of the Chief of Police. No cash allowance shall be given an employee.

(e.) Any personal article of clothing damaged in the line of duty shall be replaced at equivalent quality by the Town at no charge to the employee nor deducted from the clothing allowance.

(f.) Any department changes or additions to the uniform and/or equipment in existence on July 1, 1988 shall be paid for by the Town for the first year of the change with no deduction from employee’s clothing allowance.

Section 3. Up to three hundred-fifty dollars ($350) taken out of the total uniform account, may be used to purchase clothes for court use, but only at the discretion of the Chief.

ARTICLE V

EXTRA PAID DETAILS

Section 1. Except as provided in Section 2 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 time and one half the detail rate for each hour worked over eight (8).
Section 2. 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 detail rate 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.

Officers assigned to so called "24 hour details" shall not receive overtime for hours worked over eight.

The method that the Department uses to provide Officers to work details shall not increase or decrease the billable hours.

Section 3. Where no officer accepts a paid detail and the Chief of Police determines that not filling such detail would adversely affect public safety, he may designate an off-duty officer to work the detail at the rate of time and one-half his hourly rate with the minimum of four (4) hours.

Section 4. Cancellation of a detail by the requesting party with less than one (1) hour notice to the Police Department in advance of the scheduled starting time, shall obligate the party to pay for the detail in accordance with the provisions of this Article.

Section 5. Details shall be first distributed among bargaining unit members on a fair and equitable basis; non bargaining unit members shall not be offered paid detail opportunities until all bargaining unit members have been offered said details and refused, or been otherwise not available.

Notwithstanding the above, with respect to paid details, there exists a single detail list comprised of all sergeants and patrol officers. The list is a rotating one, with sergeants appearing first, based upon their seniority dates, followed by patrol officers, based upon their seniority dates. Paid details are offered and awarded based upon this rotating list.

Section 6. Rate of Pay: Effective the date of ratification of this agreement, December 1, 2019 the detail rate shall be $55.00 per hour.

Details performed on the holidays listed in Article XVII shall be paid at time and one-half the employee’s rate of pay or the detail rate of pay whichever is greater. Details performed for a strike shall be paid at time and one-half the detail rate of pay or the detail rate of pay whichever is greater.

Town details shall be paid at time and one-half times the employee’s rate of pay. Town details shall be defined as 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 7. The Town and the Police Unions acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police or his/her designee has the discretion in all instances to require the presence of a sworn police officer where there is any work to be done on a Town public or private way or at any public or private function in Town where it is deemed necessary to maintain public safety. The Chief or his/her designee shall have the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety. The Town further agrees that the Chief or his/her designee shall exercise this discretion in a manner consistent with the past practices of the parties and will not exercise this discretion arbitrarily or capriciously. The decision of the Chief is final and is neither grievable or arbitrable.

ARTICLE VI

DISCIPLINARY ACTION

No Civil Service employee covered by this Agreement shall be removed, dismissed, discharged, suspended or disciplined in any other manner than in accordance with Civil Service procedure, where applicable, and Police Department rules and regulations.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. 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 express language of a provision of this Agreement or of any written rules, regulations, policies, or procedures dealing with any 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 exact relief requested.

Section 2. Grievances shall be processed in the following manner:

Step 1 - Chief of Police The grievance shall be presented to the Chief of Police 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 of Police 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 of Police 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 within thirty (30) days of presentation. 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 Town Manager or Board of Selectmen or within forty (40) days after presentation of the grievance to the Town Manager or Board of 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 Town Manager.

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 Arbitrator shall be binding on both parties.

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 4 shall be deemed a waiver of the grievance. The parties may mutually agree to extend any of the time limits contained herein.

Section 3. An employee with one year or more of continuous service in the bargaining unit who claims that he has been suspended, dismissed, removed or terminated without just cause, shall be entitled to his remedies (if any) under Civil Service law and rules, or the Barnstable County Retirement Board; or, if he so elects, under the grievance and arbitration provisions of this Agreement, in which case such provision shall be the exclusive procedure.

Section 4. Notwithstanding any provisions of this Agreement to the contrary, any dispute concerning the discharge of a probationary employee (one with less than one (1) year on continuous service) shall not be subject to the grievance and arbitration procedure.

ARTICLE VIII

LEAVE OF ABSENCE

Leave of absence may be allowed as permitted under Civil Service procedure. No compensation will be made to employees while on a leave of absence.
ARTICLE IX

NO STRIKES

Section 1. The Association agrees that there shall be no strike, stoppage of work, slowdown, sickout, other withholding of service, or any interference with the efficient management of the Police Department.

Section 2. Any employee violating provisions of Section 1 of Article IX, if the employee has been supported by the Union, the employee and the Union will be liable. If the Union notifies the employee in writing it will not support him the employee will be personally liable.

ARTICLE X

 FUNERAL LEAVE

Funeral leave of up to four (4) days shall be allowed bargaining unit employees for death in the immediate family. This funeral leave shall not be charged to sick leave or to vacation leave. Immediate family shall include spouse, parents, grandparents, children, brothers or sisters, of any employee or his spouse. With the permission of the Chief, a maximum of 24 hours travel time shall be allowed.

ARTICLE XI

 EMERGENCY LEAVE

With the approval, and at the discretion of the Chief of Police or Acting Chief of Police, up to eight (8) working days off without loss of pay may be granted to employees to cover personal, emergency situations.

ARTICLE XII

 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 XIII

PERSONAL LEAVE

A Union employee shall have three (3) days off a year, provided that reasonable notice of seven (7) days is given to the Chief. If the Chief of Police determines that the shift made vacant by a sergeant taking a personal day should be filled, the Chief of Police or acting Chief of Police shall fill the shift. Not more than two sergeants in any 24-hour period may take personal leave without prior approval of the Chief. The Chief of Police may decline to grant a specific Personal Day request if he determines shift coverage to be inadequate on Holidays only.

ARTICLE XIV

SICK TIME

Section 1. Each bargaining unit employee will receive 1 1/4 days per month sick time with unlimited accumulation.

Section 2A. Bargaining unit employees who are absent because of accident or sickness will be required to report the reason and the period of time the employee will be absent from work. The department head may in his discretion send a department representative or Town Nurse to investigate any absence in excess of two (2) days alleged to be caused by sickness or accident, before requesting a doctor’s certificate at Town expense. In the event no proof of illness is forthcoming, the absence will be considered unauthorized and without pay.

Without affecting the rights of the employer established elsewhere in this article, the Chief also shall have the right to require proof of illness or injury from the employee and/or the employee’s medical provider under circumstances where the Chief has reason to suspect sick leave abuse, or where a pattern of sick leave abuse is evident.

An employee unable to report for duty must call in to the Chief of Police or his/her designee within a reasonable time before the start of his 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.

Section 2B. In addition to rights set forth in Section 2A, 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 by a doctor of its choosing and at its expense regarding the employee’s ability and fitness to return to duty. 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. 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 3. Sick Leave on Ordered Shift. If an officer calls in sick after being ordered to work a shift, s/he will be required to use 2 sick days for using sick leave on the ordered shift, unless proper documentation has been provided to the Chief of Police.

Section 4. The appointing authority, with the advice of a reputable doctor of their choice, may at their discretion, grant sick time in excess of the time allowed, for extraordinary circumstances.

Section 5. Sick leave shall include, but not be limited to, absence from duty without loss of pay, when an employee is required to undergo emergency medical, optical, or dental treatment, when such treatment cannot be accomplished on off-duty hours.

Section 6. The Chief of Police, or his representative, shall maintain a record for each permanent employee of all sick leave used and accumulated. A copy of said record of individual sick leave shall be given to each member within 30 days after the end of each fiscal year.

Section 7. Sick Bank. A sick bank will be created on a voluntary basis by fellow officers for an officer or officers needing an extra amount of days for emergency reasons of ill health. An officer may contribute from two (2) to five (5) days of his or her sick leave within a fiscal year to the cumulative sick bank.

Sick Bank shall continue to be administered as a joint sick bank with the members of the Sandwich Police Union and the Sandwich Superior Officers Union. The Sick Bank Committee shall consist of one patrolman, one sergeant, the Chief, and two Town representatives. The decision of the sick bank committee shall be final and binding.

The benefits of this bank may be made available to any member of the department if he/she contributes at least two (2) days to the bank within thirty (30) days of the start of the fiscal year. This will qualify the individual for that year.

(a.) If and when a member contributes a total of twenty (20) days, he/she will become a life member without further contribution, provided he/she remains a full-time employee of the Sandwich Police Department.

(b.) Membership in the bank will terminate with severance from the Sandwich Police Department.

(c.) Prior to receiving any days from the Sick Bank, the employee must have exhausted all accrued sick, vacation, and personal days, except that any employee who has filed for a disability retirement may be eligible to receive sick bank days prior to using his/her vacation days.

(d.) Initial withdrawal shall not exceed thirty (30) days per fiscal year.

(e.) Any employee who, during the term of their employment, receives 20 or more days from the Sick Bank in total for all requests made will be required to pay back up to 20 days to the Bank. Said days will be reimbursed at a minimum rate of 2 days per fiscal year, provided that the employee returns to work after receiving the Sick Bank
days. Any employee who receives less than 20 days from the Sick Bank in total for all requests made will not be required to pay back the days to the Sick Bank.

(f.) When a withdrawal is necessitated, a letter must be written to the President of the Union requesting the withdrawal. A letter from a physician must accompany this request.

(g.) Special consideration may be given to cases of demonstrated need. Upon return from sick leave, all benefits to which an officer was entitled shall be restored to him/her.

Section 8. Family Leave.

(a.) 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.

(b.) 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:

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

2. Serious health conditions of a spouse, child, or parent. Such leave may be taken intermittently on a reduced work schedule if required.

3. The employee’s own serious health condition. Such leave may be taken intermittently on a reduced work schedule if required.

(c.) 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.

(d.) 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.

Section 9. Accumulated Sick Leave. Accumulated sick leave may be used by an employee for personal illness and illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, or disabling injuries, at the discretion of the Chief. The term "immediate family" for the purpose of this paragraph shall mean and refer only to the employee's spouse, child and parents.

Section 10. Officers who satisfy the criteria set forth below shall be eligible for the following sick leave buy back benefits:

(a). In order to be eligible for any sick leave buy back, the officer must have reached the required number of accumulated days by July 1 of the fiscal year during which the sick leave buy back will occur and must not have used more than five (5) sick days the prior fiscal year.

(b). Significant medical event exemption: Employees who have experienced a significant medical event and who have not used more than seven (7) sick days during the eligible year may submit medical notes for sick days in excess of 5 days to the Chief of Police. It will be the discretion of the Chief of Police whether the significant medical event(s) qualifies the employee to receive sick leave incentive compensation. Routine sick leave use, elective surgeries, medical treatment and family sick leave use shall not be considered as significant medical events. Significant medical events include serious medical treatment and/or life threatening illnesses.

(c). On or about August 1st of each year, a notice will be posted within the Police Department advising employees that requests for sick leave incentive compensation and supporting documents must be submitted in writing to the Chief of Police by September 1 of each fiscal year for payment the first paycheck in December.

(d). The minimum required number of accumulated days and the maximum amount or days eligible for the buy back at each level are:

<table>
<thead>
<tr>
<th>Minimum Accumulation</th>
<th>Maximum Buy Back Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 days</td>
<td>up to 3 buy back days</td>
</tr>
<tr>
<td>75 days</td>
<td>up to 4 buy back days</td>
</tr>
<tr>
<td>100 days</td>
<td>up to 5 buy back days</td>
</tr>
</tbody>
</table>

Section 11. Sick leave may be accumulated without limit during each employees term of service. Upon "satisfactory service retirement" of at least 15 years of service with the Town, or upon "ordinary disability retirement", or upon "accidental disability retirement" (all of which are defined more specifically by the Barnstable County Retirement System), an employee 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 200 days. The Town shall have the ability to pay sick leave buy back at the beginning of the next fiscal year if it is unable to pay immediately upon retirement.
ARTICLE XV

VACATION LEAVE

Section 1. Bargaining unit employees shall be entitled to eleven (11) working days after one (1) year of employment and one (1) additional day for each year of employment thereafter. The total days of vacation cannot exceed 25 days.

For the purpose of the Article, seniority shall be determined by the date of permanent appointment to the rank of sergeant. In cases where appointments are made on the same date, the employee with the highest mark will be the senior officer.

All vacation privileges must be taken within the fiscal year of entitlement and cannot accumulate beyond June 30.

Section 2. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as occurred in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for the portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his separation from the payroll.

Section 3. In the event of the termination of employment, said termination caused through no fault of the employee, or by reason of retirement, the employee shall be paid his vacation entitlement on a prorated basis, or receive the equivalent amount in compensatory time off.

Section 4. Vacation leave will be scheduled in accordance with the following provisions:

1. Two sergeants may be on vacation at the same time; provided however, only one may be on vacation if another sergeant is going to be ordered to work. At no time may two sergeants assigned to work the same shift be on vacation at the same time.

2. Line vacations do not affect specialist vacations, and specialist vacations do not affect line employees.

3. Sergeants will choose their vacation first based on Civil Service seniority.

4. If a line change occurs due to shift bidding, or otherwise, the employee's vacation will be adjusted accordingly.

Section 5:

1. In the event an employee is absent from duty due to a line of duty injury and said absence continues to the conclusion of the fiscal year, rendering the employee unable to use his/her accrued vacation time, the employee shall be paid his accrued but unused vacation time for that fiscal year or, in the sole discretion of the employer, be allowed to carry such unused time over to the next fiscal year. The option to carry over the unused time shall rest solely with the Chief, or his designee and, that decision shall be neither grievable nor arbitrable under the terms of this Agreement.
2. In the event an employee is absent from duty due to a line of duty injury and returns to work prior to the conclusion of the fiscal year, the Chief, or his designee, may schedule the employee to take his/her remaining accrued vacation time or, in the alternative, choose to pay the employee for his/her accrued but unused vacation time. The decision of whether to schedule the vacation time or pay the employee for the time shall rest in the sole discretion of the Chief, or his designee and that decision shall be neither grievable nor arbitrable under the terms of this Agreement. If the employee’s date of return renders the employee unable to use all or some part of his/her accrued vacation time, then the time shall be treated as set forth at Paragraph 1. Nothing contained in this Paragraph 2 shall be construed to prevent an employee who is absent from duty due to a line of duty injury and returns to work prior to the conclusion of the fiscal year from using vacation time scheduled prior to the line of duty injury.

3. In the event an employee is absent from duty due to a line of duty injury and said absence continues through the conclusion of the fiscal year and into the following fiscal year, he shall be eligible for the payment of his accrued but unused vacation time per Paragraph 1, above, for the first fiscal year, and upon his return, shall be granted all vacation time due him for the fiscal year in which he returns per Section 1 of this Article. Notwithstanding anything to the contrary contained herein, it is agreed and acknowledged that an employee who is absent for an entire fiscal year due to an injury in the line of duty shall not be eligible for the accrual of vacation time for that missed year provided, however, that line of duty injury leave shall count for the calculation of years of service for purposes of determining contractual benefits.

ARTICLE XVI

PRIVACY

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

Section 2. An employee shall have the right to review any written complaints relative to him in his personal 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, with a copy given to the employee involved within ten days of the Town’s receipt of the complaint. The Union acknowledges that the Town may be required to review and investigate any misconduct complaints, even if anonymous and regardless of how it is submitted.
ARTICLE XVII

HOLIDAYS

The following days shall be considered and recognized as paid holidays for employees:

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

Payment under the provisions of this Article shall be granted to those employees who work the holiday. For employees who do not work a holiday, payment shall be granted under the provisions of this Article if the employee worked the last regularly scheduled day before and the regularly scheduled day following the holiday; provided, however, employees on funeral leave, emergency leave, or under doctor's care shall be considered to have worked a regularly scheduled day for the purpose of this Article.

For the purposes of this Article, the holiday is the 24-hour period starting at 12:00 A.M. of that day.

In accordance with the provisions of General Law, Chapter 147, Section 17A, as adopted by the Town Meeting of March 6, 1967, any officer required to work on a holiday which falls on his regularly scheduled tour of duty will receive either an extra day of pay in addition to his regular pay or compensatory time off, as determined in the discretion of the Chief. Unless the Chief of Police in his/her discretion permits, no more than 10% of the Department can be absent at the same time on sick leave, vacation leave, compensatory holiday time or personal leave.

ARTICLE XVIII

TEMPORARY SERVICE OUT OF RANK

Members of the Police Department who are appointed by the Chief of Police or Acting Chief of Police to serve in a higher rank for a period in excess of one (1) week shall be compensated at a rate in the next higher rank above their existing rate for such further consecutive time as they shall serve in this specific appointment.

ARTICLE XIX

OVERTIME SHIFTS

There is no minimum guarantee of overtime shifts offered to bargaining unit members. However, there will be at least one line sergeant assigned on each shift.
ARTICLE XX

MISCELLANEOUS

Section 1. Pistol Permits. All pistol permits for all members of the Department will be paid for by the Town.

Section 2. Mileage Allowance. All officers who are requested by the Chief of Police to use their personal car in any way related to a normal Police Department assignment shall be paid at the rate established by the board of Selectmen. Any refusal to use a private car in police related work except going to court and work, shall not be subject to disciplinary action.

Section 3. Firearm Training Practice. The Town will supply each officer, four (4) boxes of ammunition per year, plus the time and location for one scheduled supervised practice for firearm training.

Section 4. Meals. The Town will reimburse each officer for meals bought while on duty out of town, up to $10.00 for breakfast, $15.00 for lunch, $20.00 for dinner. The cost of meals of an officer attending meetings, representing the Department, will be paid for in full including no more than a 20% gratuity. Any officer dismissed from Court after 1:00 p.m. shall be reimbursed for his lunch. In unusual circumstances, this may be waived at the discretion of the Chief.

Section 5. Funeral Expenses. Funeral expenses shall be paid by the Town for any officer killed working in the line of police duty as covered by Chapter 41, Section 100G, as amended, of the Massachusetts General Laws.

Section 6. Union Functions. The Union shall be allowed an aggregate total of four days per year for use by its members in order to attend union functions.

Section 7. Indemnity Plan Elimination. Effective July 1, 2006, the indemnity plan known as Blue Cross Blue Shield Master Health Plus will no longer be offered to members. The Parties acknowledge that the PPO plans currently offered satisfy the statutory requirement that the Town offer employees an indemnity plan.

For the purpose of satisfying any bargaining obligations under M.G.L. c.150E and/or this Agreement, the Town reserves the right to reopen this Agreement to discuss and negotiate changes to group insurance contribution rates and/or other changes to group plan benefits offered to members. 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 XXII is intended to waive or limit the Town’s right to implement changes to group health insurance benefits pursuant to M.G.L. c.32B, sections 21-23 and/or 801 CMR 52.00.
ARTICLE XXI

SALARY SCHEDULE

Section 1.

A. Sergeants shall be compensated as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2019</td>
<td>$39.46 Per Hour</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>$40.25 Per Hour</td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>$41.06 Per Hour</td>
</tr>
</tbody>
</table>

A-1. A sergeant with eight (8) years of continuous service to the Town of Sandwich as of July 1st of a given year shall receive an additional 2.5% increase in their base rate of pay as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2019</td>
<td>$40.45 Per Hour</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>$41.26 Per Hour</td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>$42.09 Per Hour</td>
</tr>
</tbody>
</table>

A-2. A sergeant with twenty-two (22) years of continuous service to the Town of Sandwich as of July 1st of a given year shall receive an additional 2.5% increase in their base rate of pay as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2019</td>
<td>$41.46 Per Hour</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>$42.29 Per Hour</td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>$43.14 Per Hour</td>
</tr>
</tbody>
</table>

B. Detective Sergeants shall be compensated at his/her regular rate of pay plus an annual stipend of $3,000.00 dollars which calculates to an additional $1.45 added to the hourly base rate of pay. The position of Detective Sergeant will not be eligible to receive compensation time for being on-call.

Section 2. Night Differential.

Effective July 1, 2019 any officer normally scheduled to work between the hours of

12:00 a.m. - 8:00 a.m. differential pay of $11.00 per shift
4:00 p.m. - 12:00 a.m. differential pay of $9.00 per shift

will receive differential pay in the amount set forth above for each shift scheduled to work above the officer's regular rate, including when the officer is on vacation, sick, or emergency leave.
The Town shall not be required to pay the differential to more than one officer for a given shift assignment.

**Section 3. Education Incentive Program:** The intent of the education incentive is to attract and reward employees who have attained a degree that improves their overall ability to perform the essential functions of the job including enhanced criminal justice knowledge and improved critical thinking and communication skills.

Degrees in the following major concentrations shall be eligible for the Education Incentive Program:

- Criminal Justice
- Criminology
- Law Enforcement
- Public Administration
- A Juris Doctor degree (shall be treated as a Master's Degree)

Degrees not listed above shall not be eligible to receive the incentive.

Degrees shall have been awarded by a college or university accredited by the New England Association of Schools and Colleges (NEASC) and/or by other equivalent accrediting entities. Any disputes regarding degree eligibility will be determined solely by the Town Manager. The Town Manager's decision is final and is not subject to the grievance and arbitration procedure.

**Payment:**

The base salary for an employee in the Education Incentive Program shall be increased by the following amounts:

- 10% for an Associate's degree
- 20% for a Bachelor's degree
- 25% for a Master's degree

It is the responsibility of the employee to provide verifying documentation for a degree to the Human Resources Department. For budgetary purposes, the employee must notify the Human Resources Department by January 1st of his/her degree or prospective degree that he/she will be receiving. The actual documentation certifying the degree was obtained must be provided to the Human Resources Department by June 1st in order for the incentive pay to commence on July 1st.

No employee within the bargaining unit shall receive an education incentive less than the percentage paid to that employee as of July 1, 2009.
Section 4. Longevity. Any bargaining unit member who has worked over 5 years with the department on a full-time basis shall receive the following:

- Over 5 Years: $450.00
- Ten Years: $550.00
- Fifteen Years: $650.00
- Twenty Years: $725.00
- Twenty-Five Years: $775.00

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.


K-9 differential of $500.00 added to base salary.

ARTICLE XXII

PERFORMANCE EVALUATIONS

The Town shall have the right to conduct annual written performance reviews of all bargaining unit employees. A joint committee comprised of two (2) representatives of the Town and two (2) representatives of the Union shall draft a mutually acceptable evaluation form and instrument to be implemented no later than July 1, 2008. Sergeants will be responsible for evaluating the performance of patrol officers.

ARTICLE XXIII

AUTOMATIC EMERGENCY DEFIBRILLATORS (AED's)

In the event that the Town, acting through its Board of Selectmen, decides to implement the use of AED's by police officers, the Union agrees that such use shall become a condition of employment. Training on the use of the AED shall be handled as part of the Department's regular training program and there shall be no additional compensation or other benefits paid to members for either the training or the use of AED.

ARTICLE XXIV

CIVILIAN DISPATCHERS

The Union agrees to the transfer of those dispatching duties which are currently performed by Union members to a civilian dispatcher work force. Said civilian dispatchers may be part of a joint effort with the Town of Sandwich Fire Department as determined in the sole discretion of the Board of Selectmen. The transfer in duties shall take place at such time as determined in the sole discretion of the Board of Selectmen. Said civilian dispatchers shall be
outside of the bargaining unit. The Town agrees that there will be no reduction in the number of bargaining unit positions as a result of the employment of civilian dispatchers. In the event of a layoff, civilian dispatchers shall be laid off first.

ARTICLE XXV

K-9 SIDE LETTER OF AGREEMENT

The Town and the Union mutually agree that:

1. Effective January 21, 1996, and based on the conditions and provisions set forth below, the K-9 Unit of the Town of Sandwich Police Department shall be reinstated.

2. The Parties agree that the K-9 Officer spends an average of one-half (0.5) hour per day providing canine care.

3. In order to compensate the K-9 Officer for the time spent providing daily canine care, on regularly scheduled work days, the K-9 Officer will not be on active police duty for an amount equal to the time spent providing canine care. To this end, the K-9 Officer will start and end his/her regularly scheduled shifts fifteen (15) minutes later and earlier, respectively.

4. The K-9 Officer shall submit weekly time sheets accounting for the time spent providing K-9 care, including scheduled work days and off duty days. In the event such canine care time exceeds the one half (0.5) hour set forth in paragraph 2, above, the Parties shall meet to discuss the reapportionment of time spent on active police duty and canine care duty.

5. The K-9 Officer shall be allowed to participate in K-9 training two (2) days per month, based on the following terms and conditions, notwithstanding any relevant provisions of the Parties’ Collective Bargaining Agreement:

   (a.) On said training days, the K-9 Officer shall not report to his regularly scheduled shift, but instead will report to training. Time spent at training shall constitute a regular shift for overtime purposes.

   (b.) Leave for training days shall be restricted to such time as a full shift compliment is present for the K-9 Officer’s regularly scheduled shift. To the extent possible the Town shall not be required to provide additional coverage or overtime coverage to allow the K-9 Officer to participate in said training.

   (c.) The K-9 Officer shall provide the Chief of Police with at least one (1) week’s written notice of requested training days. The Chief’s refusal of a training day request shall not be subject to the grievance and arbitration provisions of the Parties’ Collective Bargaining Agreement.

6. In the event that the above stated compensatory conditions cannot be met, the Parties shall meet to discuss the continuation of the K-9 program.
ARTICLE XXVI

STABILITY OF AGREEMENT

Section 1. The parties to this Agreement may from time to time make amendments, modifications, changes, or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement, provided however, neither party shall be obligated to negotiate with the other during the term of this Agreement.

Section 2. The failure of the Town or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union, or of any such employees to the future performance of any such term or provisions and the obligations of the Union and the Town or such employee for such future performance shall continue in full force and effect.

ARTICLE XXVII

DURATION

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

On or about January 1, 2022, either party shall notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

This agreement shall continue in full force and effect until and including June 30, 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 reached. Any violation of the terms of this Agreement occurring on or before the execution date shall not be a subject of grievance and arbitration. This Agreement is subject to approval and funding at Town Meeting.

SANDWICH SUPERIOR OFFICERS UNION,
MASSACHUSETTS COALITION OF POLICE LOCAL #368

DATE: November ___, 2019

TOWN OF SANDWICH
BOARD OF SELECTMEN

DATE: December ___, 2019
EXHIBIT A

TOWN OF SANDWICH POLICE DEPARTMENT PROMOTIONAL PROCESS

Section 1. OBJECTIVE and GOAL

It is the objective of the Town of Sandwich and the Sandwich Superior Officers Union, MCOP Local 368, AFL-CIO to see that the most qualified candidates are promoted from within the ranks of the Sandwich Police Department, thereby furthering the Department’s mission of excellence and rewarding the skills and efforts of those most qualified.

It is the goal of the parties to ensure a promotional process that selects candidates based on merit. It is therefore imperative that the process be conducted with the utmost integrity.

Section 2. ELIGIBILITY

A. SERGENT: Any officer with at least four (4) years of service as a Patrol Officer in the Sandwich Police Department after the successful completion of the one (1) year probationary period.

B. LIEUTENANT: Any officer with at least three (3) years of service as a Sergeant in the Sandwich Police Department.

C. Each promotion shall be conducted internally provided at least three (3) eligible individuals apply, the Town has the sole authority to determine if the promotional process can proceed internally or if the promotional process will be opened to also include candidates from outside of the Sandwich Police Department. The decision to proceed internally with less than three (3) eligible applicants or to open the promotional process to external candidates shall not be grievable or arbitrable under the Agreement.

Section 3. PROCEDURES

A. TESTING/EXAMINATION PROCESS

All candidates shall undergo a testing/examination process which shall be developed by a reputable testing organization with recognized experience.
in developing, implementing, and scoring promotional examinations for police officers in Massachusetts. Following consultation with the Chief of Police and Union President, a qualified testing organization will be selected by the Town Manager. Tests shall be designed to identify the most qualified candidates for the tested positions. The form of the examinations shall be determined by the testing organization, in conjunction with the Town Manager, after consultation with the Chief of Police, and input from the Union. The examination shall include written questions tailored to the position being filled and in-person interviews. In addition, the examination may also include assessment center exercises, or any other means which fairly and objectively assess the skills and abilities of candidates for the promotional position. The cost to prepare and administer the examination will be the financial responsibility of the Town.

Whatever form of examination is used, the testing organization must certify that it is a valid measure of the skills and abilities to perform the duties of the promotional position.

B. NOTICE

Officers shall be given at least one hundred twenty (120) days notice of a scheduled examination. Such notice shall include procedures and dates for applications.

C. RESULTS OF TEST

1. Once testing has concluded, the testing organization shall rank order the results and report them to the Town Manager and the Chief of Police. The Chief of Police shall, in turn, notify each applicant of his/her score. The testing organization shall, where appropriate, indicate what constituted a passing score and separate scores by those who passed and those who failed. Individual scores shall be reported by the testing organization in a manner consistent with its usual practices.

2. Any candidate who believes his/her score to be inaccurate shall have seven (7) days from receipt of his/her scores to file an appeal with the testing organization. The testing organization shall expeditiously review any such appeals and report its conclusions to the Town Manager.
Section 4. SELECTION

A. For each promotion position, the names of the three (3) candidates with the highest passing scores shall be presented to the Town Manager for consideration for appointment. In the event that fewer than three candidates have passed the test, the name(s) of all who passed shall be submitted to the Town Manager.

B. The Town Manager shall review the personnel file and job performance history of each internal candidate. For any external candidate, a background and qualification check similar to that utilized for original appointments/new hires, shall be completed and submitted to the Town Manager for review.

C. An interview of the candidates shall be conducted at the direction of the Town Manager. The same format will be followed for all candidates selected for an interview.

D. After consideration of the examination results, interview, personnel file/performance review, and any recommendation received at the direction of the Town Manager, the Town Manager shall make an appointment decision which may include any of the following: (1) the selection of one of the candidates before the Town Manager; (2) the decision not to fill the position; or (3) the rejection of all candidates and a decision to repeat the selection process with new/external candidates.

E. If the Town Manager selects a candidate who does not have the highest score on the exam, the Town Manager shall give reasons for doing so to those candidates with higher scores who were not selected.

F. Any candidate not selected for a position filled by a candidate with a lower test score may file a grievance, under the process set forth herein, over his/her non-selection. In the event there is more than one (1) candidate with a higher exam score than the successful candidate, only the unsuccessful candidate with the highest exam score shall be allowed to proceed with a grievance. Such grievance shall be considered under an “arbitrary and capricious” standard. For such a grievance to be upheld, the grievant must show that:

1. The appointment was infected by bias, favoritism, or other non-meritorious considerations; and/or
2. The stated reasons for selection/non-selection by the Town Manager are so objectively unreasonable as to make the promotional decision arbitrary and capricious.

The grievance process is not available in the filling of any supervisory position higher than the rank of Lieutenant.

G. In the event there is a grievance involving a promotion selection, it shall be processed as follows:

1. The grievance shall be filed in writing with the Town Manager within ten (10) work days of the date of the Town Manager's appointment decision.

2. The Town Manager shall meet with the grievant and his/her representative, if any, within ten (10) work days of his/her receipt of the grievance. The Town Manager will issue a written decision on the grievance within ten (10) work days of the meeting.

3. If the matter is not resolved by the Town Manager, then the Union may submit the matter to arbitration within ten (10) work days after receipt of the written answer of the Town Manager.

4. The arbitrator shall be chosen through the American Arbitration Association or any other entity as may be mutually agreed by both the Town Manager and the Union, but in no event shall the matter be appealed to the Civil Service Commission. If the parties choose to use the American Arbitration Association, the matter shall be conducted pursuant to the AAA Voluntary Labor Arbitration Rules. The cost of arbitration shall be shared equally by the parties.

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

I. An arbitrator upholding a promotional grievance shall have authority, based on all relevant circumstances, to order that the grievant be placed at the top of the promotional list upon which the grievance was filed until the next vacancy in the promotional position, however, under
no circumstances may an arbitrator order that the Town be required to appoint any particular individual.

J. Failure by a candidate to initiate and process a grievance in accordance with the time limits established herein shall be deemed waived.

Section 5. PROMOTIONAL LISTS/FREQUENCY OF EXAMINATION

Once assembled, promotional lists shall remain in effect for two (2) years. All promotions shall be made from a current promotional list.

Section 6. TRANSITION FROM CIVIL SERVICE

Any Civil Service promotional list that is current and valid as of the effective date of the removal of the ranks of Sandwich Police Sergeant and above from Civil Service will remain in effect until its expiration date, even if that date goes beyond the Town’s removal from Civil Service. Upon the expiration of such list, the promotional process as set forth above shall be utilized by the Town.

Section 7. PROMOTIONAL POLICY AMENDMENT

Any provision of the promotional process specified in Sections 1 through 6 above may be amended by the Town and the Union by mutual agreement or in subsequent negotiations of the collective bargaining agreement.

Section 8. FAILURE TO REMOVE FROM CIVIL SERVICE

The above Policy is intended to take effect upon the successful removal of the ranks of Sandwich Police Sergeant and above from Civil Service. In the event that these promotional positions are not removed from Civil Service but remain covered by Civil Service statutes, rules and regulation, then this Policy shall not become effective.