

**AGREEMENT**  
**BETWEEN**  
**TOWN OF SANDWICH**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 888, AFL-CIO**



**Effective: July 1, 2016**

**Expiring: June 30, 2019**

**(Secretaries & Clerks)**

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**ARTICLE I**  
**RECOGNITION**

In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR 3698, issued on February 24, 1987, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for all clerical employees in Sandwich Town Hall including the Town Hall Annex, Highway Department, Police and Fire Departments, Human Services Departments, Marina and the Golf Department excluding the office staff that report to the Town Manager and any future staff of the Human Resources Department and any office staff classified as confidential employees as contemplated and/or defined by M.G.L. Chapter 150E.

Permanent part-time employees working 20 hours per week or more shall be members of the bargaining unit. Employees working less than 20 hours per week are not considered members of the bargaining unit.

Permanent part-time employees working 20 hours or more per week shall receive benefits on a pro-rated basis, based on the number of hours normally worked per week, except as otherwise provided for in this contract.

No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

**ARTICLE II**  
**PAYROLL DEDUCTION AND UNION DUES/PAY PERIODS**

Under authority of General Laws, Chapter 180, Section 17A, as amended, the Town agrees that Union dues, determined in accordance with the Constitution and By-Laws of the Union, shall be deducted monthly from the salary of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deduction. It is the responsibility of the Union Steward to notify the Town of an employee's failure to comply with agency fee requirements. Such authorization shall remain 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 Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.

The Town shall have the right to implement a bi-monthly pay schedule (26 paychecks per year) at such time as this schedule is implemented for other bargaining units with the Town.

The Employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union, Local 888, COPE (Committee on Political Education) from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

## **AGENCY FEE**

All present employees who are members of the union must, as a condition of employment, remain a member of the Union for the term of the Agreement. During the life of this Agreement, in accordance with terms of the form of authorization of check-offs of dues, hereinafter set forth, the employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union, from the pay of each Union employee who executes or has executed such form, and remit the aggregate amount to the Treasurer of the Union along with a list of Union employees who have had said dues deducted. Such remittance shall be paid weekly, unless the Town implements a bi-monthly pay schedule (26 paychecks per year), in which case the remittance shall be made bi-weekly.

Each employee who elects not to join or maintain membership in the Union, shall be required by a condition of employment beginning thirty (30) days following the commencement of his/her employment or the effective date of this Agreement, whichever is later, a service fee to the Union in 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, along with a list of agency fee members who are having said fee deducted. Such remittance shall be made weekly.

In the event that legal action is taken by any member of the Union or by 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 a result of said action.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The Union agrees that, subject to the terms of this Agreement, the management of the Town's activities and the direction of the working forces, including but not limited to the establishment of reasonable working rules and reasonable work schedules, new job classifications, staffing patterns, job descriptions, job duties and functions, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, to discipline or discharge employees for just cause, is vested exclusively with the Town when not in conflict with other provisions of this Agreement. The Town shall not exercise these rights arbitrarily, capriciously or in bad faith.

## **ARTICLE IV**

### **STRIKES AND LOCKOUTS**

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there will be no strikes, stoppages, lockouts, picketing, banners or advertisements concerning any matter in dispute between the Town and the Union or the employees.

## ARTICLE V

### GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. The written grievance shall designate the Article that the employee alleges has been violated.

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

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the Head of the Department in which the grievant is employed within five (5) working days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. If the grievance has not been resolved by the Department Head at Step 1 within ten (10) working days after its submission to him/her, it shall be submitted to the Town Manager at Step 2 within five (5) working days after the Step 1 response is due.

Step 2. If the grievance has not been resolved by the Town Manager within ten (10) working days after its submission to him/her, it shall be submitted to the Board of Selectmen at Step 3 within five (5) working days after the Step 2 response is due.

Step 3. If the grievance has not been resolved by the Board of Selectmen within thirty (30) calendar days after its submission to them, the Union, and only the Union, may submit the grievance to arbitration at Step 4 within ten (10) working days following the Step 3 answer or the date on which said answer is due. Grievances involving matters of appointment to positions, removal from positions, discipline of employees, and the administration of personnel policies, practices, rules and regulations shall bypass Step 3 and advance directly to Step 4 – Arbitration. In such cases, the Union and only the Union shall file its Demand for Arbitration within thirty (30) days of the date of the Step 2 response or the date on which the Step 2 response is due.

Step 4. The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the Arbitrator shall be final and binding upon the parties except that the Arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modified or abridges the management rights and prerogatives of the Town. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the Town and the Union.

Where Steps 1 and 2 take place during working hours, the Union Steward and the grievant shall be allowed reasonable time off with pay to attend meetings as required in said Steps.

Any violation of the time procedures designated in Steps 1 through 4 shall be ruled in favor of the Employer.

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.

## **ARTICLE VI**

### **VACATION**

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

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

Employees will be allowed to normally take vacation as they desire when reasonable notice is given to Department Heads. Where the Department Head determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, he/she may deny the requested vacation period. If more than one employee requests the same vacation period and the Department Head determines that only one such leave can be approved, seniority shall be the determining factor based upon length of service from date of hire. Vacation requests should be submitted to the Department Head on or before April 1 each year for the following fiscal year, or with reasonable notice and the approval of the Department Head.

Upon termination of employment during the fiscal year, the employee shall be paid for vacation on a pro rated basis in an amount equal to the number of months worked during the fiscal year bears to twelve (12) months.

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

## **ARTICLE VII**

### **SICK LEAVE; RETIREMENT; SICK LEAVE BUY BACK**

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

Any employee absent for three (3) consecutive days or more, or absent the day before or day after any scheduled day off (including holidays and vacation periods), may be required by the Town to submit a doctor's certificate or other satisfactory proof of illness prior to receiving sick leave pay. If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Town may take appropriate disciplinary action, including, but not limited to, suspension or discharge.

Sick leave may be used by an employee to care for a sick spouse, child or parent of the

employee.

Upon death, retirement, lay-off or separation, all employees covered by this Agreement who have served fifteen (15) years continuous satisfactory service for the Town of Sandwich, shall be paid twenty (20) percent of all accumulated sick leave up to a maximum of 150 days at their current base rate of pay. Employees hired prior to April 1, 1990 shall be paid twenty-five (25) percent of all accumulated sick leave up to a maximum of two hundred (200) days at their current base rate of pay.

The Town may elect to defer payment for any employee who retires on or after January 1 until the beginning of the following fiscal year for budgetary reasons.

### **ANNUAL INCENTIVE OPTION**

At the end of each fiscal year employees may convert unused sick leave, accrued in the previous twelve-month period, to vacation days at the conversion rate of three (3) days of accrued sick leave to one (1) vacation day. Accumulated sick days converted to vacation days cannot be used following conversion. Employees must advise the Personnel Officer, in writing and by July 10<sup>th</sup>, 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 twenty-five (25) or more days of vacation leave per year are not eligible for this benefit.

### **SICK BANK RULES**

1. The purpose of this bank is to provide sick leave to those employees who have used all of their accrued sick leave, and are still absent because of illness. Only employees who are active members of the sick bank may utilize the sick bank.
2. Membership in the bank is voluntary and requires the transfer of at least two (2) days sick leave, but not more than ten (10) days sick leave, per employee into the bank from his/her accumulated sick leave on each July 1. Each July 1, members of the sick bank will contribute at least one (1) day of sick leave to retain membership in the bank, but may not contribute more than ten (10) days sick leave annually. However, if on July 1<sup>st</sup> there are 200 or more days in the sick bank, employees who have been members of the sick bank for 10 or more consecutive years will not be required to donate to the bank for that year and will remain in the bank. Any active member of the sick bank who is leaving the employment of the Town may contribute up to ten (10) days sick leave to the bank through written notification to the Human Resources Department upon separation of employment.
3. Adequate medical evidence of illness or disability must be provided prior to receiving sick leave payments from the bank.
4. A committee chosen by the Union of three (3) bargaining unit members will vote to allocate days from the bank to members who are ill or disabled. Individual members of the bank may not use more than twenty (20) days from the bank in any given fiscal year.
5. In the event that the bank is depleted, the members will meet for the purpose of a further contribution in the fiscal year.

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

7. The decision of the group shall be final and not subject to the grievance procedure or arbitration.

8. An employee who elects to withdraw from membership in the Sick Bank may not reclaim or otherwise withdraw sick days which he/she has previously contributed to the Bank. Said employee shall also be deemed ineligible to rejoin the Bank at any time in the future.

## **ARTICLE VIII**

### **HOLIDAYS**

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	

In addition to the above holidays, such days as the Selectmen designate as holidays or partial holidays shall be granted with pay.

If the holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation with pay.

If an employee is required to work on any of the above referenced holidays, he/she will be paid for the holiday and will also be paid for actual hours worked on the holiday, but in no case will be compensated less than two (2) hours.

If a holiday falls on a Saturday or a Sunday, the Board of Selectmen shall determine the date of observance for all Town employees.

Notwithstanding the provisions of Article X, employees may use a personal day or a vacation day on the day after Thanksgiving. Requests will be granted based on staffing needs and seniority on a rotating basis. Denials may be appealed to the Town Manager, whose decision shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement. In the event that the Board of Selectmen votes to close Town Offices for the day after Thanksgiving, then members shall be granted the day off with pay.



## **ARTICLE IX**

### **BEREAVEMENT LEAVE**

Up to three (3) days bereavement leave with pay may be allowed for making arrangements and attending the funeral upon the death of an immediate member of the family, i.e., the husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law; sister-in-law; grandparents, grandchildren or any current member of the employee's household. Bereavement leave shall be over and above any annual leave for which the employee is eligible.

One (1) day of bereavement leave with pay may be allowed in the event of death of the employee's aunt, uncle for purposes of attending the wake or funeral. Additional leave may be granted upon request at the discretion of the Town Manager.

## **ARTICLE X**

### **PERSONAL LEAVE**

Three (3) personal days per year, with pay, non-cumulative from year to year will be granted by the Department Head to permanent full-time employees for the purpose of transacting imperative legal business, household or family matters impossible to transact during non-working hours. Personal days may not be combined with vacation leave days. For unforeseen circumstances, an employee may request a waiver of the aforementioned restriction from the Town Manager. The Town Manager's response shall not be subject to the grievance or arbitration provisions of this Agreement. Part-time employees shall be eligible for personal days.

Probationary employees shall not be eligible to utilize personal days until they have completed ninety (90) days of employment within the bargaining unit.

## **ARTICLE XI**

### **JURY DUTY**

The Town shall pay the difference between an employee's regular weekly salary and the amount received for jury duty where an employee is called for jury duty.

If an employee is released from jury duty from a Barnstable County courthouse by 11:00 A.M., the employee will return to work within a reasonable period of time on that day.

## **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**

### **PROBATION**

The first one (1) year of employment is a probationary period for all employees who commence work after July 1, 2000. A new employee may be separated at any time during that one-year period upon recommendation of the Department Head. The Department Head uses the probationary period to closely observe the new employee's performance. At least 20 working days prior to the expiration of the employee's probationary period, the Department Head shall notify the Board in writing as to the performance of the new employee and what recommendation the Department Head has concerning the employee's status. Any 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 XIV**

### **FAMILY LEAVE**

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

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

- (a) The birth, adoption, or receipt of foster child within twelve (12) months of the qualifying event. Leave must be on a consecutive, non-intermittent basis.
- (b) Serious health conditions of a spouse, child, or parent. Such leave may be taken intermittently on a reduced work schedule if required.
- (c) The employee's own serious health condition. Such leave may be taken intermittently on a reduced work schedule if required.

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

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

### **LEAVE FOR UNION BUSINESS**

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

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

## **ARTICLE XVI**

### **WORK WEEK**

The normal work week for all full time employees will consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days off. Marina employees shall be allowed to work five (5) consecutive days, including weekends, followed by two (2) consecutive days off at the discretion of the Town.

The Town reserves the right to implement an alternate work schedule for any Town department as may be mutually agreed to with the Union.

The scheduled work hours will be thirty-five (35) hours per week, with a one (1) hour unpaid lunch period. The normal week for full time employees working in the police station, fire station, and department of public works will be forty (40) hours per week with a one (1) hour unpaid lunch period. Two ten-minute rest periods, one in the morning and one in the afternoon, shall be provided to all employees working at least seven hours in the workday. The Town reserves the exclusive right to schedule these breaks to maintain the operating efficiency of the various departments.

All hours worked in excess of forty (40) hours per week, will be compensated at time and one-half (1 1/2) pay, except that employees shall receive double their regular hourly rate for all such overtime worked on Sundays unless Sundays are regularly scheduled hours.

Employees who are called in outside of their regularly scheduled hours/shift shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 1/2).

There shall be a guaranteed three-hour minimum at the regular rate of pay for all night meetings which the employee is required to attend. If the meeting extends beyond three hours, the employee shall be guaranteed compensation for an additional two hours at the appropriate rate of pay. Employees shall have the option of taking compensation time for any hours worked at the night meeting provided the time is used within two weeks of its accrual.

Employees shall receive regular pay for employment missed because town offices are closed due to inclement weather. Any time an employee decides to leave work in the interest of safety when this article does not apply shall have the option of using personal or vacation time to cover the time absent from work or will not be paid. The employee will notify his/her supervisor prior to leaving work.

## **ARTICLE XVII**

### **JOB POSTING AND BIDDING**

When the Town decides to fill a promotional vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the bargaining unit (i.e., all departments) listing the pay, duties and qualifications for the position. The Town shall post notices at the Town Hall and the Town Hall Annex and shall provide a copy of all notices to the Union Steward. It shall be the responsibility of the Union Steward to disseminate posting notices to the various departments having positions covered by the Employment Contract. This notice of vacancy shall remain posted for five (5) days and employees within the unit, who have completed their probationary period, may apply to the Town in writing within the posting period if interested in the position.

The selection shall be made by the Town Manager. Selection shall be made on the basis of qualifications, ability and seniority, in that order. If no employee is found qualified, the position may be filled from outside the bargaining unit. Any dispute hereunder shall be subject to the grievance and arbitration provisions of this Agreement except that any employee junior to the employee selected shall not have access to the grievance and arbitration procedure.

Upon promotion, the employee within the bargaining unit will be placed at the appropriate grade and step level which is not less than 3% above the employee's current step.

Upon promotion or lateral transfer the employee within the bargaining unit shall be subject to a six (6) month probationary period, however, discharge will only be allowed for cause.

## **ARTICLE XVIII**

### **SENIORITY**

Seniority shall be defined as the length of continuous service from the date of employment in a position covered by this agreement. Seniority shall not be broken by vacations, sick time or Family Medical Leave. However, seniority will not accrue when an employee is on an unpaid leave of absence.

A chapter-wide seniority list shall be maintained by the Human Resources Department in the event of a reduction in force.

Individuals covered under this Collective Bargaining Agreement (CBA) who have been employed by the Town for three (3) years or more and laid off because of a reduction in force because of insufficient funds and/or the elimination of a position, and who are re-employed within five (5) years, will be given credit for their previous employment years.

#### **Layoffs**

Where the Employer determines that a reduction in force of those employees represented by this Union is necessary, employees in affected positions shall be laid off based upon seniority with the least senior employee laid off first. The laid off employee shall have the right to bump the least senior person in a position in the same or lower grade provided that the laid off employee is in the judgment of the Employer qualified for the position. At any stage of the procedure, the employee may be offered a vacant job in lieu of bumping another employee.

If the employee being laid off bumps into a grade lower than the one he/she is in currently, the hourly rate of that employee will not be reduced. Subsequent wage adjustments shall follow the Salary Schedule as outlined in this contract but in no case be less than the hourly rate the employee had when he/she was laid off or bumped.

If there is a conflict as to the employee to be bumped, the Employer and the Union will work together to resolve the issue jointly.

#### **Recall Procedures**

Recall shall also be based on seniority with the last employee to be laid off recalled first. If multiple layoffs occurred simultaneously, the laid off employee with the most seniority will be recalled first. Recall rights shall continue for up to twenty-four (24) months. No seniority or benefits shall accrue during the period of layoff. Benefits to which said employee was entitled at the time the layoff commenced, including, but not limited to, seniority and unused accumulated sick leave will be restored upon return, and the employee will be placed on the applicable salary schedule at the step closest to the salary rate upon layoff.

The Employer shall give the employee seventy-two (72) hours' notice of recall, by certified mail at the employee's last known address of recall. The employee shall report to work within fourteen (14) days from the date of recall or lose the right to recall.

## **ARTICLE XIX**

### **LONGEVITY PAYMENTS**

All employees in addition to salary compensation shall be paid longevity pay as follows:

Five years	\$ 450.00
Ten years	\$ 550.00
Fifteen years	\$ 650.00
Twenty years or more	\$ 725.00

The annual longevity increment shall be made on 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.

## **ARTICLE XX**

### **CONTINUING EDUCATION**

Each full-time and permanent part-time employee will be reimbursed for courses successfully completed up to a maximum of \$350.00 per year per employee. Courses must have received prior written approval of the Department Head or Town Manager and must be related to the position held. When reimbursement is requested, a transcript of the grade received and a cancelled check to indicate the amount of payment will be required. A grade of "C" will be required for reimbursement.

This provision is contingent upon the Town having the necessary funds to provide this benefit.

## **ARTICLE XXI**

### **WORKER'S COMPENSATION**

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

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

## **ARTICLE XXII**

### **GROUP INSURANCE AND RETIREMENT**

All Town employees with 20 hours or more of weekly service are eligible for Group Insurance in accordance with the provisions of General Law 32B, or Town Meeting action.

All employees with 25 hours or more of weekly service are included in the Barnstable County Contributory Retirement System in accordance with provision of Chapter 32, Massachusetts General Laws, as amended.

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

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

## **ARTICLE XXIII**

### **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 XXIV**

### **STIPENDS**

Members who hold the position of Assistant Town Clerk and Assistant Town Accountant will receive an annual stipend of \$500.00 added to the employee's base pay. The Assistant Town Treasurer and Assistant Town Collector will receive an additional \$1.45 per hour for as long as the Town Treasurer and Town Collector Offices remain in separate locations. If the offices are ever combined in one location, the Assistant Town Treasurer and Assistant Town Collector will also be eligible to receive the annual stipend of \$500.00.

Members who are required as a condition of employment to hold a valid Emergency Medical Dispatcher ("EMD") Certificated will receive an annual stipend of \$1,000.00 added to the employee's base pay.

**APPENDIX A -- CLERICAL WAGES FOR FY'17 - 2.5%**  
 Effective July 1, 2016

(Based on 35 hours worked per week and 52 weeks worked per year.)

	S-1	S-2	S-3	S-4	S-5	S-6	S-7	S-8	S-9
G-2	\$ 17.57	\$ 18.20	\$ 18.89	\$ 19.53	\$ 20.17	\$ 20.77	\$ 21.39	\$ 22.03	\$ 22.92
	\$ 614.95	\$ 637.00	\$ 661.15	\$ 683.55	\$ 705.95	\$ 726.95	\$ 748.65	\$ 771.05	\$ 802.20
	\$ 31,977.40	\$ 33,124.00	\$ 34,379.80	\$ 35,544.60	\$ 36,709.40	\$ 37,801.40	\$ 38,929.80	\$ 40,094.60	\$ 41,714.40
G-3	\$ 19.01	\$ 19.70	\$ 20.39	\$ 21.13	\$ 21.86	\$ 22.51	\$ 23.19	\$ 23.87	\$ 24.84
	\$ 665.35	\$ 689.50	\$ 713.65	\$ 739.55	\$ 765.10	\$ 787.85	\$ 811.65	\$ 835.45	\$ 869.40
	\$ 34,598.20	\$ 35,854.00	\$ 37,109.80	\$ 38,456.60	\$ 39,785.20	\$ 40,968.20	\$ 42,205.80	\$ 43,443.40	\$ 45,208.80
G-4	\$ 20.76	\$ 21.49	\$ 22.25	\$ 23.00	\$ 23.82	\$ 24.54	\$ 25.27	\$ 26.02	\$ 27.06
	\$ 726.60	\$ 752.15	\$ 778.75	\$ 805.00	\$ 833.70	\$ 858.90	\$ 884.45	\$ 910.70	\$ 947.10
	\$ 37,783.20	\$ 39,111.80	\$ 40,495.00	\$ 41,860.00	\$ 43,352.40	\$ 44,662.80	\$ 45,991.40	\$ 47,356.40	\$ 49,249.20
G-5	\$ 23.13	\$ 23.94	\$ 24.72	\$ 25.58	\$ 26.45	\$ 27.25	\$ 28.06	\$ 28.91	\$ 30.07
	\$ 809.55	\$ 837.90	\$ 865.20	\$ 895.30	\$ 925.75	\$ 953.75	\$ 982.10	\$ 1,011.85	\$ 1,052.45
	\$ 42,096.60	\$ 43,570.80	\$ 44,990.40	\$ 46,555.60	\$ 48,139.00	\$ 49,595.00	\$ 51,069.20	\$ 52,616.20	\$ 54,727.40



**APPENDIX B -- CLERICAL WAGES FOR FY '18 - 2.0%**  
Effective July 1, 2017

(Based on 35 hours worked per week and 52 weeks worked per year.)

	S-1	S-2	S-3	S-4	S-5	S-6	S-7	S-8	S-9
G-2	\$ 17.92	\$ 18.56	\$ 19.27	\$ 19.92	\$ 20.57	\$ 21.19	\$ 21.82	\$ 22.47	\$ 23.38
	\$ 627.25	\$ 649.74	\$ 674.37	\$ 697.22	\$ 720.07	\$ 741.49	\$ 763.62	\$ 786.47	\$ 818.24
	\$ 32,616.95	\$ 33,786.48	\$ 35,067.40	\$ 36,255.49	\$ 37,443.59	\$ 38,557.43	\$ 39,708.40	\$ 40,896.49	\$ 42,548.69
G-3	\$ 19.39	\$ 20.09	\$ 20.80	\$ 21.55	\$ 22.30	\$ 22.96	\$ 23.65	\$ 24.35	\$ 25.34
	\$ 678.66	\$ 703.29	\$ 727.92	\$ 754.34	\$ 780.40	\$ 803.61	\$ 827.88	\$ 852.16	\$ 886.79
	\$ 35,290.16	\$ 36,571.08	\$ 37,852.00	\$ 39,225.73	\$ 40,580.90	\$ 41,787.56	\$ 43,049.92	\$ 44,312.27	\$ 46,112.98
G-4	\$ 21.18	\$ 21.92	\$ 22.70	\$ 23.46	\$ 24.30	\$ 25.03	\$ 25.78	\$ 26.54	\$ 27.60
	\$ 741.13	\$ 767.19	\$ 794.33	\$ 821.10	\$ 850.37	\$ 876.08	\$ 902.14	\$ 928.91	\$ 966.04
	\$ 38,538.86	\$ 39,894.04	\$ 41,304.90	\$ 42,697.20	\$ 44,219.45	\$ 45,556.06	\$ 46,911.23	\$ 48,303.53	\$ 50,234.18
G-5	\$ 23.59	\$ 24.42	\$ 25.21	\$ 26.09	\$ 26.98	\$ 27.80	\$ 28.62	\$ 29.49	\$ 30.67
	\$ 825.74	\$ 854.66	\$ 882.50	\$ 913.21	\$ 944.27	\$ 972.83	\$ 1,001.74	\$ 1,032.09	\$ 1,073.50
	\$ 42,938.53	\$ 44,442.22	\$ 45,890.21	\$ 47,486.71	\$ 49,101.78	\$ 50,586.90	\$ 52,090.58	\$ 53,668.52	\$ 55,821.95

**APPENDIX C -- CLERICAL WAGES FOR FY '19 - 2.0%**  
 Effective July 1, 2018

(Based on 35 hours worked per week and 52 weeks worked per year.)

	S-1	S-2	S-3	S-4	S-5	S-6	S-7	S-8	S-9
G-2	\$ 18.28	\$ 18.94	\$ 19.65	\$ 20.32	\$ 20.98	\$ 21.61	\$ 22.25	\$ 22.92	\$ 23.85
	\$ 639.79	\$ 662.73	\$ 687.86	\$ 711.17	\$ 734.47	\$ 756.32	\$ 778.90	\$ 802.20	\$ 834.61
	\$ 33,269.29	\$ 34,462.21	\$ 35,768.74	\$ 36,980.60	\$ 38,192.46	\$ 39,328.58	\$ 40,502.56	\$ 41,714.42	\$ 43,399.66
G-3	\$ 19.78	\$ 20.50	\$ 21.21	\$ 21.98	\$ 22.74	\$ 23.42	\$ 24.13	\$ 24.83	\$ 25.84
	\$ 692.23	\$ 717.36	\$ 742.48	\$ 769.43	\$ 796.01	\$ 819.68	\$ 844.44	\$ 869.20	\$ 904.52
	\$ 35,995.97	\$ 37,302.50	\$ 38,609.04	\$ 40,010.25	\$ 41,392.52	\$ 42,623.32	\$ 43,910.91	\$ 45,198.51	\$ 47,035.24
G-4	\$ 21.60	\$ 22.36	\$ 23.15	\$ 23.93	\$ 24.78	\$ 25.53	\$ 26.29	\$ 27.07	\$ 28.15
	\$ 755.95	\$ 782.54	\$ 810.21	\$ 837.52	\$ 867.38	\$ 893.60	\$ 920.18	\$ 947.49	\$ 985.36
	\$ 39,309.64	\$ 40,691.92	\$ 42,131.00	\$ 43,551.14	\$ 45,103.84	\$ 46,467.18	\$ 47,849.45	\$ 49,269.60	\$ 51,238.87
G-5	\$ 24.06	\$ 24.91	\$ 25.72	\$ 26.61	\$ 27.52	\$ 28.35	\$ 29.19	\$ 30.08	\$ 31.28
	\$ 842.26	\$ 871.75	\$ 900.15	\$ 931.47	\$ 963.15	\$ 992.28	\$ 1,021.78	\$ 1,052.73	\$ 1,094.97
	\$ 43,797.30	\$ 45,331.06	\$ 46,808.01	\$ 48,436.45	\$ 50,083.82	\$ 51,598.64	\$ 53,132.40	\$ 54,741.89	\$ 56,938.39

**ARTICLE XXV**

**DURATION OF AGREEMENT**

This Agreement shall be for the three-year period from July 1, 2016 to June 30, 2019 and terms contained herein shall become effective on July 1, 2016 unless otherwise specified. Should a successor Agreement not be executed by June 30, 2019, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party and upon mutual agreement, negotiations for a subsequent Agreement will be commenced on or after January 1, 2019.

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

Corrie L. Manserdie

Stan J. Davis

Susan Lynch

Larrie Wilman

Carol Akete

DATE: August 11, 2016

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

Susan R. James

D. P. E. A.

Frank Pannofci

P. Beaudoin

John J. [Signature]

DATE: August 11, 2016