

AGREEMENT

BETWEEN

**PUBLIC EMPLOYEES LOCAL UNION 272
OF THE
MASSACHUSETTS LABORERS DISTRICT COUNCIL
OF THE LABORERS INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO**

ON BEHALF OF

THE MENDON HIGHWAY DEPARTMENT

AND

TOWN OF MENDON

JULY 1, 2018 to JUNE 30, 2021

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AGREEMENT

Agreement effective the 1st day of July 2018, by and between the Town of Mendon, Worcester County, Massachusetts (hereinafter referred to as the Town or the Employer) and the Massachusetts Laborers District Council, Public Employees Local Union 272 (hereinafter referred to as the Union).

Contracts shall be subject to Town Meeting funding each year in accordance with the Massachusetts General Laws.

This Agreement is entered into between the Town and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Town and its employees. The term "employee" when used in this Agreement shall mean those employees of the Town within the units hereinafter described.

ARTICLE 1 CERTIFICATE AND RECOGNITION

The Town hereby recognizes the Union as the exclusive representative of all Mendon Highway Department employees, excluding supervisory employees, professional employees and office and clerical employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2 DEFINITIONS

- A. Board: The Board of Selectmen of Mendon.
- B. Department Head: The officer responsible for supervising a Department's operation and activities. A Department Head may be an appointing authority.
- C. "Full-Time" employee: An employee regularly scheduled to work at least twenty (20) hours per week for fifty-two (52) weeks per year.
- D. Town: The Town of Mendon.
- E. Half-Day: 50% of your normal daily shift.

ARTICLE 3
DUES/AGENCY FEE CHECK-OFF

- a) The Town will advise all new permanent Full-Time employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new permanent employee.
- b) Although membership is not mandatory, benefits gained by the Union are accorded to all employees represented; therefore, all bargaining unit employees will be required to pay either Union dues or an agency service fee within thirty (30) days upon becoming regularly scheduled full time (20 + hours/week) employees. The agency service fee shall be in amount equal to Union dues less any amount paid by the Union to any affiliate or national organization on a per capita basis for Union members, but in no event more than 90% of regular Union dues and in any event will comply with M.G.L. c. 150E, s. 12 and the Regulations of the Labor Relations Commission.
- c) Bargaining unit members who were Union members as of the date of the signing of the Agreement but who have since terminated or may in the future terminate their Union membership and continue in the employ of the Town in the Bargaining Unit (as defined in Article 1) will be required to pay to the Union directly or authorize deduction of ninety percent (90%) of the monthly Union dues.
- d) All bargaining unit members hired or transferred into the bargaining unit (as defined in Article 1) after the signing of this Agreement who elect not to become members of the Union will be required to pay the Union directly or authorize payroll deduction of ninety percent (90%) of the monthly Union dues.
- e) The Town agrees to deduct the Union dues or agency fees from the earnings of any employee who has executed the designated authorization form. Such deduction shall be in the amount specified on the authorization form and deducted from the paycheck weekly. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those from whom deductions have been made.
- f) The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article.
- g) The Town shall remit such deductions to the Treasurer of the Union, together with a list of employees who have authorized dues deductions. The authorization for deductions may be revoked by the employee at any time upon written request to

the Town and by filing a copy of such withdrawal with the Treasurer of the Union.

- h) The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction.
- i) The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.
- j) The Union will not involve the Town in any way in the collection of such agency fee and will indemnify and save the Town harmless from any involvement under this Article. The Union is free to use the courts to collect any dues, so long as it complies with the regulations concerning Agency Service Fees promulgated by the Labor Relations Commission pursuant to M.G.L. c. 150E, § 12.

ARTICLE 4 WORK WEEK

Employees will perform their duties in accordance with the terms and conditions of this agreement under the direction of the Board of Selectmen, or Department Head as applicable.

- A. The working hours for the Department shall be 7:00 AM to 3:30 PM, Monday through Friday, with two (2) paid fifteen (15) minute breaks, one (1) in the morning and (1) in the afternoon, and a ½ hour unpaid lunch.
- B. Notwithstanding the above, beginning in the first full week in April and running through the last full week in September, the working hours for the Department shall be Monday through Thursday from 6:30 AM to 4:30 PM, with two (2) paid fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon and a ½ hour paid lunch.

ARTICLE 5 OVERTIME

Section 1.

All time worked over forty (40) hours in any week, shall be paid for at the rate of time and a half (1 ½) payable as compensatory time. For the purpose of computing the forty (40) hours, time lost because of sickness (unless abuse is suspected or a pattern is detected), holidays, and/or vacation time shall be considered as time worked.

Section 2.

Employees shall be paid time and one-half for all hours worked in excess of 40 hours in a work week, but there shall be no "pyramiding" of overtime. In computing overtime, a holiday and/or a sick leave day shall be credited as a day worked. Overtime scheduling shall not be compulsory. Overtime opportunities which are offered to members of this bargaining unit shall first be offered to properly qualified individuals within the section of the Department or Division which requires said overtime. Time worked on Saturdays and Sundays will be paid at double time rate after 12 consecutive hours.

Section 3.

Overtime for the first hour at the end of the workweek will be calculated as follows:

0-15 minutes:	No overtime
16-30 minutes:	30 minutes overtime
31-60 minutes	60 minutes overtime

Section 4.

Overtime work shall be distributed on a fair and equitable basis among qualified employees within their Department. A list of eligible employees shall be maintained by the Department Head and shall be available. The Department shall maintain a record of all overtime assignments offered, with a record of who accepted, refused, or at his/her option accepted compensatory time off. No one outside the bargaining unit will perform work normally performed by those employees within the bargaining unit.

Section 5.

The Union recognizes that the performance of unscheduled overtime is a condition of employment and that an employee who either refuses, or otherwise fails to perform reasonable assigned overtime opportunities may be subject to the loss of future overtime opportunities, and or potential discipline.

Section 6.

The Employer shall provide reasonable notice of overtime assignments when practical, except for emergencies.

Section 7.

If called to work on an unscheduled day, an employee shall be guaranteed four (4) hours pay at time and one-half the straight hourly rate.

Section 8.

An employee who works in excess of 8 hours in an emergency event, shall continue to earn time and half until the event is over or the employee is relieved of duty.

Section 9.

An employee working more than eight (8) hours of overtime (during emergency services) in a single event shall be reimbursed up to twenty dollars (\$20) for a meal. An employee must provide a receipt in order to be reimbursed.

**ARTICLE 6
VACATION**

As used in this article, "week" shall mean the equivalent of the number of days or hours an employee is regularly scheduled to work during a week, based on the following formula:

A regular, full-time employee with one (1) year or more of service will
Receive two (2) weeks of paid vacation.

A regular, full-time employee with five (5) years or more of service will
receive three (3) weeks of paid vacation.

A regular, full-time employee with ten (10) years or more of service will
receive four (4) weeks of paid vacation.

A regular, full-time employee with fifteen (15) years or more of service will
receive five (5) weeks of paid vacation.

New "Full-Time" employees shall not be allowed to use vacation during the first six months but will, however, accrue vacation as stated above.

Vacation time is accrued on a monthly basis from the beginning of employment, and use cannot exceed accrued amount. Employees may not use sick leave or vacation during the first 6 months of employment.

Unused vacation leave, not to exceed the amount accrued by the employee in one fiscal year, may be carried over into a subsequent fiscal year.

Requests for vacation must be submitted in writing and approved in advance by the department head or Administrator.

Employees who have exhausted all their sick leave benefits may, with approval of the Board of Selectmen, upon the recommendation of the department head, Town Administrator and appointing authority, have their absence charged as vacation.

In the event of their death, payment will be made to the family's estate.

Any unused earned vacation time remaining at the time of an employee's termination will be paid out in a lump sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days to the last day actually worked in order to postpone their termination date whether for the purpose of

accumulating more vacation time, prolonging insurance benefits, or for any other purpose.

ARTICLE 7 LEAVE

Accrual of Sick Leave

“Full-Time” employees shall accumulate sick leave with pay not to exceed 15 working days for each year of service (at the rate of one and ¼ days per month not to exceed 15 days). Employees hired after July 1, 2015 will accumulate sick leave at the rate of one (1) day per month not to exceed twelve (12) days. Accumulation of sick leave shall begin on the first working day of the month following employment. An employee shall be credited annually with the unused portion of sick leave granted under this section up to a maximum of eighty-five (85) days.

Extended Sick Leave / Long Term Disability Insurance Policy

The Town has purchased a group disability insurance policy, which provides long-term disability coverage to employees that work in excess of thirty hours/week. Such insurance policy shall not become effective until an employee has been on sick leave for 90 days.

Use of Sick Leave

An employee shall be entitled to sick leave only when the employee is not capable of performing duties due to personal sickness, injury, purposes of medical treatment or quarantine by public health authorities. Sick leave shall not be granted for injury sustained in other employment. Sick leave may not be used for purposes of vacation leave, personal leave or other non-authorized purposes provided, however, additional time may be granted under this article for family leave.

Notification

Sick leave shall commence on the date that notification of the employee’s sickness or injury is received. Such notification due to illness shall be given as early as possible on the first day of absence from work.

After five consecutive days of absence, or if the employer detects a pattern or suspects abuse, the employer may request a physician’s statement which certifies the employee’s inability to perform his/her normal work duties.

In cases of extreme need, the Board of Selectmen may authorize variations in the use of sick leave.

Employees who have been injured on duty and are back to work will not be required to use their sick leave to go to doctor’s appointments or therapy sessions which are related to the on duty injury.

Sick Leave Bank

The Town and the Union will cooperate in the development of a sick leave bank.

Workers' Compensation

The Town will adhere to the requirements of the Workers' Compensation Law, Massachusetts General Laws, Chapter 152. No substantial changes will be made without providing the union notice and opportunity to impact bargain as required by law.

Disagreements over entitlement and related issues may be handled in the Workers' Comp process but may not be filed as a grievance.

Bereavement Leave

Bereavement leave of up to five (5) working days may be granted by the department head to an employee to attend a funeral or to take care of matters caused by the death of an employee's spouse, father, mother, child, step child. Bereavement Leave of up to three (3) working days may be granted by the department head to an employee to attend a funeral or to take care of matters caused by the death of an employee's brother, sister, grandparent, grandchild, father-in-law, mother-in-law, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

Employees may be granted administrative leave to attend the funeral of a fellow Town employee or the funeral of the spouse, child, or parent of a fellow Town employee.

Military Leave

All permanent "Full-Time" and "Part-Time" employees who are members of the ready reserve of the armed forces shall be granted leave not exceeding 17 days per calendar year in order to receive military training. At least 60 days prior to departure, employees shall provide notice of the date of departure and date of return, and shall provide confirmation of the satisfactory completion of such training upon his or her return to work.

Absence from work for military training, as provided in this section, shall not affect the employee's right to receive normal vacation, sick leave or other employment benefits.

Employees will be eligible to receive the difference between their regular wages or salary and military pay for no more than ten (10) working days per calendar year.

Personal Leave

Each fiscal year, an employee shall be entitled to three (3) personal days for personal business, such as appointments, family emergencies, etc. These days are non-cumulative. Such personal leave may be taken in one-half (1/2) day increments. Except in the case of unanticipated emergencies, the taking of personal leave shall require prior notice to and the approval of the Department Head.

An employee who requests and is permitted to use a personal day on a regularly scheduled work day during the time periods covered in Article 4, Section B, will be entitled to use up to ten hours of compensation time.

Family & Medical Leave

The Town agrees to abide by the provisions of the 1993 Family and Medical Leave Act (FMLA) as amended. No changes will be made without providing the union notice and opportunity to impact bargain as required by law. The law provides employees with rights and remedies. No grievances may be filed under this article, however.

Unpaid Leave of Absence

Requests for unpaid leaves of absence will be reviewed by the Department Head or his/her designee, and may be granted at his/her discretion with the approval of the Board of Selectmen. Requests for unpaid leaves of absence will only be considered if the employee has first exhausted his/her vacation and personal days. Requests for unpaid leaves of absence will not be granted if it would cause an undue hardship.

Parental Leave

Parental leave can be taken up to a maximum of eight (8) weeks either as unpaid leave or as paid leave, provided the employee has sufficient number of vacation, personal, or if applicable, sick days. Employee benefits will be provided during such leaves of absence. The Town agrees to provide Parental leave in accordance with the provisions of M.G.L.C. 149, S. 105D. The employee must have completed an initial three (3) consecutive months of employment and must give a two (2) week notice, or as soon if practicable if the reason for the delay is beyond the employee's control, of expected departure date and notice of intention to return to work.

Jury Duty

All persons permanently employed, whether "Full-Time" or "Part-Time" for a minimum of twenty (20) hours per week, called for jury duty on a scheduled workday, shall be paid by the Town, an amount equal to the difference between the compensation paid for normal working period and the amount paid by the court, excluding allowance for travel, and this will be certified by the Town Clerk or Treasurer upon presentation of the check for monies received for Jury Duty.

Employees are required to report for work while on jury service if released before the end of the regular workday.

Small Necessities Leave

No changes will be made in the Town's compliance with the Small Necessities Leave Act without providing the union notice and opportunity to impact bargain as required by law. No grievances may be filed under this article, however.

Sick Leave Incentive

An employee who uses no sick leave in one-half fiscal year (i.e., July 1 through December 31, or January 1 through June 30) will be entitled to receive one (1) personal

leave day to be taken during the following one-half fiscal year. Such personal leave is non-cumulative. Such personal leave may be taken in one-half (1/2) day increments. Except in the case of unanticipated emergencies, the taking of personal leave shall require prior notice to and the approval of the department head.

ARTICLE 8 HOLIDAYS

The following holidays shall be observed on the day on which they are designated by the Commonwealth of Massachusetts:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	½ day Thanksgiving Eve
Christmas Day	½ day on the last working day before Christmas
Independence Day	

Holidays which fall on Friday or Saturday will be observed on the preceding workday (or the last scheduled workday in the week which the holiday falls). Holidays which fall on Sunday will be observed on the following Monday.

"Full-Time" / part time 20 hour employees will be eligible (on a pro-rated basis) for time off for holidays without loss of pay, provided they report for work or have been excused from work on the scheduled work day prior to, and immediately following the day the holiday is observed. This will not apply where abuse of sick leave is suspected or a pattern is detected. A doctor's note may be required in the Town's discretion.

Non-exempt employees who are required to work on a holiday will be compensated for the hours worked at a rate of pay equal to one and one-half times their regular hourly rate, in addition to their regular pay for the day and one additional eight (8) hour comp day.

"Part-Time" Employees (minimum 20 hours): The employee is entitled to compensation for those holidays falling within his or her usual work schedule only, as follows:

- a) The number of hours normally scheduled for the day of week on which the holidays falls; or
- b) The number of hours normally scheduled for each week, divided by the number of days normally scheduled to work in each week, whichever is applicable.

"Full-Time"/"Part-Time" (20 hours) employees will be eligible for time off for holidays without loss of pay, provided they report for work or have been excused from

work on the scheduled work day prior to, and immediately following the day the holiday is observed.

The employee is entitled to each of the scheduled holidays or equivalent time off with pay, based on the hourly rate of the employee for the number of hours normally worked on the day of the week on which the holiday falls, or for the number of hours normally worked on the day of the week given as equivalent time off, as the case may be. Employees who normally work ten (10) hours on Mondays will be compensated ten (10) hours holiday pay when a scheduled holiday falls on a Monday.

ARTICLE 9 SENIORITY

Seniority shall be defined as the length of an employee's continuous service in his/her job classification in the Town of Mendon.

- a. Seniority for all "Full-Time" employees governed by this Agreement shall be based upon the date of hire of "Full-Time" (20 + hours/week) service in the position they hold with the Town of Mendon.
- b. The Town will make an effort to grant preference to employees in the order of their seniority for vacations.
- c. The Town shall periodically forward to the Union an updated list of seniority.
- d. Following a layoff, seniority shall be maintained for a period of one (1) year upon an employee leaving the employ of the Town of Mendon in good standing (i.e., not under discipline). At the end of one (1) year from the last employed date, if the employee has not returned to work, the employee loses accrued seniority.

A discharged employee who is reinstated through the grievance or arbitration procedure, or as a result of an appeal to the Department of Labor Relations, or by an arbitrator mutually agreed to by the Town and the Union, shall have his/her seniority status made whole upon return to employment.

An employee recalled after a layoff within a one (1) year period shall not lose his/her continuity of service relative to seniority, rate of pay, vacation credit and/or any benefit program. At the end of one (1) year from the last date employed, if the employee has not returned to work, the employee loses accrued seniority.

Seniority shall accrue during an authorized leave of absence for a period of up to six (6) months provided the employee returns to work immediately following the expiration of said leave.

ARTICLE 10 GRIEVANCE PROCEDURE

Any employee who has completed the probationary period who believes that the Town has violated any provision of this Agreement, may seek review of his or her complaint. A complaint must first be brought to the attention of the employee's direct supervisor. If the employee is not satisfied with the results of the discussion with the supervisor, he or she may bring the matter to the attention of the department head or appointing authority.

If the employee is not satisfied with the results of the review by the supervisor or department head, he or she may submit the complaint in writing to the Board. The Board will conduct an investigation into the facts alleged in the grievance, and will meet with the employee. The Board will make every effort to resolve the grievance promptly and fairly. If the Board is unable to resolve the grievance to the employee's satisfaction within fourteen (14) days of meeting with the employee, the Board will provide the employee with a written statement of its position within an additional seven (7) days.

Miscellaneous: Forms for filing grievances will be jointly agreed upon by the Town and the Union.

Section 1: Definitions:

"Grievance" – A dispute between an employee and the Town or between the Union and the Town as to any of the following:

- a.) The meaning, interpretation, or application of the collective bargaining agreement.

Note: The grievance must cite a specific contract provision which has allegedly been violated and specify the remedy requested.

- b.) Matters covered by statute, regulation, the Town's Personnel Policy or other similar sources of employee rights will not be processed as a grievance. The employee affected may file a court complaint or take action with the appropriate administrative agency.

Section 2: Right to Initiate and Prosecute Grievance:

Nothing in this Agreement shall be interpreted to require the Union to prosecute an employee's grievance if it considers it to be invalid or without merit.

Section 3: Grievance Procedure:

STEP 1: The facts in dispute and the claim of the grieving party arising therefrom shall be presented to the employee's Department head within five (5) working days after the occurrence of the events upon which the grievance is based or when such occurrence was brought to the notice of the grieving party or when he or she should have been aware. The Department head shall give his or her answer within seven (7) working

days after the presentation of the grievance.

STEP 2: If the grievance is not disposed of at Step 1, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Department head was given, or should have been given, to the Town Administrator. The Town Administrator shall respond to the grieving party in writing within ten (10) working days after their next regularly scheduled meeting, but in no event more than 30 days without mutual agreement, stating what action is to be taken in response to the grievance and the reasons therefor.

STEP 3: If the grievance is not disposed of at Step 2, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Town Administrator was given, or should have been given, to the Board of Selectmen. The Board of Selectmen shall respond to the grieving party in writing within ten (10) working days after their next regularly scheduled meeting, but in no event more than 30 days without mutual agreement, stating what action is to be taken in response to the grievance and the reasons therefor.

The Board of Selectmen may decide to hold an informal hearing at which time the grieving party shall be allowed to present evidence in support of his or her grievance. Such a hearing shall be held by the Board of Selectmen within ten (10) days of its next regularly scheduled meeting, but in no event more than 30 days without mutual agreement following the presentation of the grievance to it. The Board of Selectmen shall issue a decision stating the action to be taken by it or its reasons, therefor, within ten (10) working days next following the close of the hearing.

STEP 4: If the grievance is not settled at Step 3 or if the Board of Selectmen does not respond within the time limits set in Step 3, then within thirty (30) working days after the expiration of the time limits set out in Step 3, the grievance may be submitted to arbitration with the Massachusetts Division of Labor Relations or an arbitrator mutually agreeable to the Town and the Union.

The decision of the Arbitrator shall be final and binding on both parties, so long as it is consistent with applicable law. The Arbitrator shall not have the power to amend, add to, or alter the provisions of the Agreement, but shall, within a reasonable time of his or her appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement. Expenses, if any, including required travel and other expenses of the Arbitrator, shall be borne equally by the parties.

Section 4: Diligent Handling of Grievance:

- a.) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified shall be considered to have been denied and may be advanced to the next Step.

- b.) If both parties agree, grievances may be instituted at a step other than Step 1. The time limitations provided for in the step outlined above shall apply.

All grievances shall be presented by the grieving party in written form to indicate the supervisor and department of the grieving party, the date of the events complained of, a statement detailing the events which caused the grievance, and the remedy sought by the grieving party. All grievances must set forth the specific provision of the contract, by Article and Section, claimed to be violated. Copies of all written grievances and the decisions relating to them shall be filed promptly with the Town's Town Administrator.

ARTICLE 11 PENSION HEALTH AND INSURANCE

Section 1:

The Town will not make changes to the following without providing notice and opportunity to engage in good faith negotiations: Workmen's Compensation coverage, life insurance, medical insurance, and pension, for full time (20+ hours/week) employees. No changes will be made unless the union is provided notice and opportunity to impact bargain as provided by law.

Section 2:

Refer to Appendix B for current contribution rates.

Section 3:

Effective upon the next open enrollment period following the execution of this MOA, the Town will offer an "opt-out" program for employees who have been enrolled in a Town offered health benefit plan, with program details provided on the Opt-Out Form. Employees that opt-out of receiving Town offered health insurance will receive an annual payment of \$2,500. Employees that were enrolled in a Town provided family plan, will receive a one-time payment of \$5,000 if they choose to opt out. Thereafter, annual payments shall be \$2,500.

New employees hired after the open enrollment period identified above that decline to enroll in Town offered health insurance plans will receive a pro-rated portion of the \$2,500 annual payment.

All Opt-Out Stipends will be paid in equal installments during pay periods. Pro-rated payments will be made based upon the cancellation date of any current group health insurance plan with the Town of Mendon. For example, a participant who cancels their insurance for July 1 will be eligible for 100% of the opt-out amount the following June. A participant who cancels their insurance for October 1 will be eligible for 75% of the opt-out amount the following June. Any employee who leaves employment with the Town of Mendon will cease to be eligible for any further payments under the Opt-Out program.

ARTICLE 12 TELEPHONE

All employees are required to have a telephone. This enables contact under emergency conditions. Telephone numbers will not be made public. All telephone numbers shall be on file with the Town Administrator or the Board of Selectmen as well as with the Police Department and with the Dispatch Center.

The Town shall provide employees a stipend of \$60 per month for a telephone. The employee shall be responsible for the purchase of the phone and all charges associated with its use.

ARTICLE 13 PROBATIONARY PERIOD

Newly hired employees will be on a probationary status for one year (i.e., 12 full months of actual work) following their initial hiring as "Full-Time" employees. "Part-Time" employees will start a probationary period if and when appointed full time. After completing a probationary period in one department, an employee that transfers to another department in the bargaining unit will be given 30 days to "try out" the new position, without a new probationary period and may return to the prior position. For non-tenured employees, termination with notice is all that is required. A terminated probationary employee is not entitled to a just cause hearing and may not file a grievance.

The job performance of all probationary employees will be evaluated bi-annually by the immediate supervisor. The Town Administrator may, with the approval of the Board, develop and distribute forms to be used for this purpose to assess the quantity and quality of performance of job duties, attendance, attitude and other relevant performance measures. Employees shall be provided the opportunity to read and file comments on their evaluations. Upon completion of the evaluation process, forms shall be returned to the Town Administrator. Employees who are dissatisfied with the results of their evaluation may request reconsideration by the Town Administrator. Evaluations shall be maintained as confidential personnel records, which may be disclosed only in connection with personnel actions concerning the employee.

ARTICLE 14 REGULAR WAGES

All employees of the bargaining unit described in Article 1 of this Agreement shall be paid in accordance with the salary schedule(s) attached hereto and marked as Appendix A.

The parties agree that initial placement on the salary schedule for new employees shall be determined by the Board. In most circumstances, new employees hired into the bargaining unit will begin at the lowest step of the salary schedule.

The parties agree that advancement on the salary schedule is also subject to appropriation and the continued availability of funds. The parties agree that in the event of budgetary difficulties, the Town, after impact bargaining with the Union, may suspend/delay advancement on the salary schedule without incurring any obligation for retroactive pay.”

The Town is planning to convert all Town employees to be paid on a biweekly basis. The Union agrees that should this change be made, all bargaining unit employees shall be paid their salary on a biweekly basis.

All bargaining unit employees shall be paid by direct deposit. The Town may convert to a paperless pay system. The union waives any additional impact bargaining on the implementation of the paperless pay system.

ARTICLE 15 PERFORMANCE EVALUATIONS

If the Town decides to implement performance evaluations, it will provide the Union notice and an opportunity to participate in good faith impact bargaining negotiations.

Every employee that has completed their probationary period as defined in Article 13 of this Agreement shall receive an Annual Performance Evaluation. An employees' rating on their Annual Performance Evaluation shall not be subject to the grievance procedure contained in Article 10. The Town may re-evaluate employees who received a substandard score more frequently, in addition to the Annual Performance Evaluation.

ARTICLE 16 DISCIPLINARY ACTION

Disciplinary action may be imposed upon an employee for misconduct or failure to fulfill his or her responsibilities as an employee. Specific grounds for disciplinary action include, but are not limited to, the following:

- a) Chronic tardiness or absenteeism, or unauthorized absence from work.
- b) Unsatisfactory job performance.
- c) Conduct which violates General Laws c. 268A (Conflict of Interest).
- d) Possession or use of alcohol or controlled substances during working hours, or reporting to work under the influence of alcohol or controlled substances.
- e) Falsification of records, including application for employment, and obtaining sick, injury or bereavement leave under false pretenses.
- f) Conducting or engaging in any business activity that conflicts, or gives the appearance of a conflict, with Town employment.

- g) Abusive, harassing or threatening language or conduct towards the public or a fellow employee, including insubordinate conduct towards a supervisor, department head or other Town official.
- h) Willful misuse, misappropriation, destruction, theft or conversion to personal use of Town property, materials, equipment or funds.
- i) Engaging in political activity or conducting private business during working hours.
- j) Violating Town policies on safety, sexual harassment or others.
- k) Soliciting other employees during working time, excluding breaks and meal times, or distributing literature of any kind in work areas.
- l) All disciplinary action involving either a suspension or discharge shall be subject to the grievance and arbitration procedure of this contract. Written or oral reprimands (warnings) may not be processed to arbitration.

ARTICLE 17 DISCIPLINARY PROCESS

The degree of discipline imposed shall be commensurate, in the judgment of the appointing authority, with the severity of the offense and prior work and disciplinary history of the employee. Disciplinary action may include the following actions, as appropriate in individual situations and circumstances.

Oral Warning

A department head may issue an oral warning to an employee when he or she has observed, or otherwise become aware of, unacceptable conduct or unsatisfactory job performance. A record of the oral warning will be made in the employee's personnel file maintained by the department.

Written Warning

If an oral warning has failed to correct the problem or where the conduct merits more serious initial action, the department head may issue a written warning to the employee. A copy of the written warning will be placed in the employee's personnel file maintained by the department.

Suspension and/or Discharge

If a warning or warnings failed to correct unsatisfactory job performance or other unacceptable conduct, further action may be taken at the direction of the department head with the approval of the appointing authority including, but not limited to, suspension or discharge. Such disciplinary action may be taken without prior warning, when warranted, due to the severity of the conduct.

All disciplinary action involving either a suspension or discharge shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 18 NO STRIKE/WORK ACTION

It is understood and agreed that the services performed by the Town employees included in this agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. The Town agrees that it will not lockout employees.

ARTICLE 19 AMERICANS WITH DISABILITIES ACT

As of July of 1992 all provisions of this agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the employer and the Union to the penalty provisions of the ADA.

ARTICLE 20 MANAGEMENT RIGHTS

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to require and assign overtime work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote; discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or lack of money; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine where, when, how and by whom work will be done; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Department Head or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the applicable department and its employees.

By way of example but not limitation, management retains the following rights:

- To determine the mission, budget and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;
- To transfer, temporarily reassign, or including using other Town employees; provided, however, other employees may only be used when no "Full-Time", "Part-Time" (20 hours) employees are readily available or to provide short term relief for such employees, such as lunch or break periods;
- to lay-off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- To determine the policies affecting the hiring, promotion, and retention of employees;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate; provided, however, that the Town impact bargains with the Union in accordance with the law.
- To suspend, demote, discharge, or take other disciplinary action against employees for just cause, and to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town agrees not to make substantial changes involving mandatory bargaining subjects without providing notice and opportunity to the Union to request impact bargaining in accordance with the law.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

ARTICLE 21 LONGEVITY

Employees shall receive a longevity increase effective July 1st following the completion of the indicated length of continuous "Full-Time" service, according to the following schedule:

10 Years.....	1.5%
15 Years.....	2.5%
20 Years.....	3.0%
25 Years.....	3.5%

Payment of the longevity stipend shall be in a lump sum in the first pay period of each applicable fiscal year. These increases shall be calculated before, and are in addition to any general salary adjustments that may be authorized. Longevity increases are not part of the base salary. Effective July 1, 2011, longevity will now be calculated annually on actual base pay and will be the longevity formula town wide in the future.

ARTICLE 22 BULLETINING AND FILLING POSITIONS

Notices of vacancies will be posted and handled as specified in the Town's Personnel Policy.

ARTICLE 23
MILEAGE/TRAVEL ALLOWANCE AND PARKING

The provisions of the Town's Personnel Policy will apply to bargaining unit members concerning use of their own vehicles for town business.

ARTICLE 24
LIMITED LIABILITY

The Town agrees (subject to funding) to protect the employees against liability for personal vehicle use for official Town business, to the extent of the Towns present liability policy, if any, and not beyond.

ARTICLE 25
UNION ACTIVITIES

Section 1:

The Town will provide space for a Union-supplied bulletin board for the use of the Union for official notices and other non-controversial matters. No defamatory or libelous material is permitted. All items must be signed by a Union officer or official.

Section 2:

In so far as the work requirements of their Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing of grievances in Town. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. One (1) employee may be absent from work at one (1) time to conduct such Union business. With prior approval of the employer, which need not be granted, one (1) additional employee may be absent from work if the circumstances of such Union business require additional representation.

ARTICLE 26
TUITION REIMBURSEMENT PROGRAM

If there is funding available and if an employee and his/her Department Head agree in advance that a particular course or courses of study has or have direct bearing on the employee's current position or the next position to which he/she aspires, and the Department Head gives approval in writing, then the Town will reimburse the employee the cost of tuition for the course or courses on a mutually agreed amount up to one hundred percent (100%) of said cost, subject to proof of satisfactory completion of the course or courses with a passing grade and subject to the availability of funds in the department's budget. All requests for tuition reimbursement must be approved in advance by the Board of Selectmen.

ARTICLE 27 VALIDITY

If any provision of this agreement shall be held to be invalid, the remainder of this agreement shall not be affected thereby. In such event, the parties agree to negotiate in good faith that portion of the agreement affected.

ARTICLE 28 MISCELLANEOUS

Section 1: Prescription Eyeglasses

The Town agrees to provide employees with a maximum of \$200 per year to replace prescription eyeglasses that are broken while on duty. In order to receive the \$200, the employee shall provide a receipt for the glasses, as well as a report indicating when the glasses were broken while on duty.

Section 2: Boot Allowance

In July of each year, each employee will receive a stipend by the Town in the amount of \$250.00. The Town agrees to provide each employee up to \$250 each year for the purchase of boots. The employee must provide a receipt of proof of purchase of the boots in order to be reimbursed.

Section 3. Safety

Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety procedures and rules for the protection of employees and the public. The Town will provide appropriate safety equipment and protective clothing.

Section 4. Wing Plow Operator

Any employee who is assigned by the Highway Surveyor, or his/her designee, to operate a vehicle utilizing a "wing plow" for snow removal will be compensated with a \$120 stipend to be paid on December 1st. To be eligible for this stipend, an employee must routinely be operating the "wing plow" during the periods of December 1 to March 31.

Section 5. Mechanics

Mechanics shall perform mechanics work wherever possible. However, a mechanic may be assigned to road crews, and other divisions, if qualified, on a day to day basis of need as determined by the Department Head, without reduction in wages and/or benefits.

Section 6. Foreman

The Highway Surveyor shall, in his sole discretion, appoint an individual that shall serve as Foreman. In exchange for serving as Foreman, the individual shall receive an additional \$1.00 per hour. The Highway Surveyor's selection shall not be grievable or arbitrable.

Section 7 DOT Physicals

The Town will bear the expense of all required Department of Transportation Physicals. An employee may have any such physical conducted by their own physician. If the cost of any such physical conducted by an employee's private physician exceeds the amount that it would cost to have such physical conducted by a physician chosen by the Town, then the employee shall be responsible for the difference in the two payments.

Section 8. Required Licenses

The Town will pay for all required licenses for any position covered by the bargaining unit or any licenses requested/required by the Department Head.

Section 9. Clothing

The Town will supply a uniform, which shall include pants, t-shirts, and seasonal clothing.

**ARTICLE 29
CIVILIAN COMPLAINTS**

No disciplinary action of any kind shall be taken on any complaint from a private citizen against an employee in the bargaining unit unless the employee and the Union are made aware of the place, day, time and circumstance of the matter which is the basis of the complaint. Identify the complainant to the Union and/or employee is not necessary in so far as the Town is confident of the veracity of the complaint.

**ARTICLE 30
LOSS OF LICENSE**

If an employee suffers a loss of a license required by his/her job, he/she will be subject to appropriate disciplinary action as determined by the Employer to and including a reduction in job and title and corresponding wages, suspension until license is reinstated or a termination of employment.

**ARTICLE 31
ON CALL**

Effective July 1, 2019, if a bargaining unit member is designated as on call for the week, he/she shall be paid \$100.00 to carry a pager or phone and be available to respond to any emergencies within thirty (30) minutes. The bargaining unit member shall also be paid for any hours worked in addition to the on call pay. This payment shall be in lieu of bargaining unit members receiving compensation time for on call during winter months.

**ARTICLE 32
DURATION**

The provisions of this Agreement will be effective July 1, 2018 and will continue and remain in full force and effect through June 30, 2021 and the parties agree to meet no later than 180 days prior to June 30, 2021 to commence negotiations for a successor agreement.


No wages or benefits will be retroactive, unless otherwise specified. Benefit increases only apply to persons still working in the bargaining unit upon execution of this contract. Pay increases will start to be paid on the first payroll following execution, if there are sufficient funds in the payroll account in the Department Head's determination; however, if there is not enough money available, and certainly any retroactive monies must await approval at the next regular or special town meeting.

Evergreen clauses will remain in effect notwithstanding recent changes in Mass General Law.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands this 10th day of March, 2020.

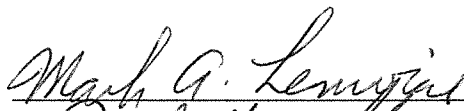
FOR THE TOWN OF MENDON:

FOR THE MASSACHUSETTS
LABORERS' DISTRICT COUNCIL



Mark W. G. Ryan

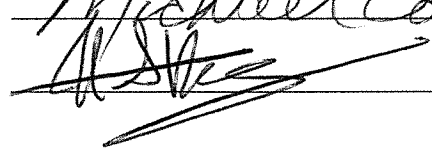
Mike Ke



Paul Marzulli

Peter Chalkin

Michael Cournoyer



APPENDIX A

WAGES

- A. For all new employees hired after the execution of the Memorandum of Agreement dated May 30, 2019, or current employees that are promoted to a new position after the execution of the Memorandum of Agreement dated May 30, 2019. The new pay scale is as follows:

	Step 1	Step 2	Step 3
Mechanic	\$22.78	\$23.23	\$23.70
Heavy HEO	\$20.71	\$21.12	\$21.54
Laborer	\$18.68	\$19.05	\$19.43

Employees that are hired, or are promoted to a different position, shall be placed at Step 1 of the pay scale. Employees will move to the next step upon their anniversary date from when they were hired or placed into the relevant position.

In order to advance from a Laborer to a Heavy HEO on the wage scale, an employee must attain all necessary licenses (Hoisting Engineers License 2B and a CDL Class 2). Promotion is further subject to funding and Department Head approval.

For those employees that are currently employed by the Town's Highway Department as of the signing of this Memorandum of Agreement, they shall maintain their current rate of pay as of June 30, 2018 and shall receive the following wage increases:

Effective July 1, 2018 2%

Effective July 1, 2019 2%

Effective July 1, 2020 2%

These increases will not apply to the wage scale for new employees identified above.

APPENDIX B

HEALTH CARE CONTRIBUTION RATES

Effective June 30, 2011, the employer/employee premium contribution split shall be 75%/25%.

APPENDIX C

In order to be eligible to receive stipends contained in Appendix C, employees must need the certification in order to perform their required job duties. Payment of said stipend is further subject to the approval of the Department Head and budgetary approval.

Certification	Annual Stipend
Truck Brakes (T4)	\$100
Truck Suspension and Steering (T5)	\$100
Fire Apparatus Maintenance, Inspection, and Testing (F1)	\$100
Fire Apparatus Design & Performance Standards (F2)	\$100
Automobile Brakes (A5)	\$100
Ambulance Maintenance, Inspection, and Testing (E0)	\$100
Ambulance Design & Performance (E1)	\$100
Automobile Engine Repair (A1)	\$100
Automobile Suspension and Steering (A4)	\$100
Automobile Electrical Systems (A6)	\$100
Automobile Heating and Air Conditioning (A7)	\$100
Automobile Engine Performance (A8)	\$100
Law Enforcement Vehicle Installation (L1)	\$100
Automobile Automatic Transmission - Transaxle (A2)	\$100
Automobile Manual Drive Train and Axles (A3)	\$100
Truck Diesel Engines (T2)	\$100
Truck Drive Train & Axles (T3)	\$100