Signature Version

CONTRACT BETWEEN

THE TOWN OF MENDON

AND

THE MASSACHUSETTS COALITION OF

POLICE, AFL-CIO

LOCAL 188

July 1, 2015 through June 30, 2018

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AGREEMENT

PREAMBLE

This agreement, effective July 1, 2015, is by and between the Town of Mendon, hereinafter called the "Town", and the Massachusetts Coalition of Police, AFL-CIO, Local 188, hereinafter called the "Union ".

ARTICLE 1 - RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining representative of the following employees of the Police Department of the Town in respect to wages, hours and conditions of employment: all full-time Police Officers, Sergeants, and Lieutenant(s) and excluding the Chief, Matrons, Clerks, Dispatchers, civilians, and any Board or commission or commissioner which may be hereafter established.

The Town agrees that no Employee shall be consulted or represent another Employee relative to wages, hours and conditions of employment without prior notice in writing to the President of the Union and presence of an Union Official at such meeting. (Individual Employees cannot waive any section of this agreement, in part or in whole, without the approval of the Union.) An election of remedies is required under this and other articles involving allegations of discrimination or prohibited practices. Either a grievance, court or administrative complaint or a charge of prohibited practice may be filed, but not more than one; however, where the Union's interests are significantly different from the employee's, the Union may also file a grievance or prohibited practice charge, but not both.

ARTICLE 2 - AGENCY FEE

Union dues shall be deducted by the Town weekly, in part or in whole from the salary of each Employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of Union dues, and shall be remitted to the Union Treasurer forthwith.

A. Payroll deductions will be made for Union dues, agency fees and Credit Union by the Town of Mendon. Dues shall be deducted once a month with the written consent of each officer.

B. The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction.

C. The Town shall incur no liability for loss of monies after depositing the same as directed to the Union. The Union will not involve the Town in the collection of dues or agency service fees (except as specified in paragraph A above) and will indemnify and hold the Town harmless for all matters or actions involving such dues or fees.

ARTICLE 3 - GRIEVANCE PROCEDURE

A grievance is defined as an allegation of a violation of any terms of a numbered Article of the Contract. A grievance must be in writing, specifying the Article and Section allegedly violated and listing the remedy requested. All grievances shall be handled in accordance with the grievance procedure set forth herein. Reference to any period of days in this section shall not include Saturdays, Sundays or holidays, or the day that notice is received.

The parties may, by mutual agreement in writing, waive the time limitations, or other conditions provided in this section. As used in this Agreement, the term "Union Grievance Committee" shall be a committee of three as designated by the Union from time to time. (Any member of the Grievance Committee can represent the Committee as a whole.) The procedure to settle grievances shall be as follows:

Step One: A grievance may be submitted to the Chief on an informal basis, orally or in writing, if the grievant so requests, and the parties may discuss the matter and attempt to resolve the situation within five (5) days. If the matter is not so submitted, or is not resolved, any grievance must be submitted in writing to the Chief within fifteen (15) days of its occurrence or when the grievant (employee or union) knew or reasonably should have known of its occurrence. A copy of any such grievance must also be filed with the Board of Selectmen.

Step Two: The Chief shall, unless he is unavailable due to such things as vacation, sick leave, conference, or similar absence, within five (5) days of receipt of said grievance, (or within five (5) days of his return from such absence), attempt to negotiate a settlement with the Grievance Committee. If a satisfactory settlement cannot be reached within such five (5) days, the Chief shall so state in writing to the Grievance Committee and the Board of Selectmen within two (2) additional days.

Step Three: If the grievance is not resolved to the satisfaction of the employee or Union, it may be appealed within seven (7) days of receipt of the Chief's decision (or when the decision was due) in writing to the Board of Selectmen. The Selectmen shall schedule a meeting with the Grievance Committee within fourteen (14) days. If a satisfactory settlement cannot be reached at this meeting, the board shall notify in writing within seven (7) days, the Grievance Committee and the Chief.

Step Four: If said grievance has not been resolved satisfactorily by Step 3, then either the Chief or the Grievance Committee may submit the grievance to arbitration by first giving written notice to the other party, within fourteen (14) days after receipt of the decision of the Board, stating its intention to arbitrate, and by simultaneously filing with the American Arbitration Association a copy of such notice to the other party, together with a copy of this contract and/or any portion of herein, as shall be relevant to said arbitration, including this section.

Notwithstanding the above, individual employees have the right to file and process grievances up to but not including Step 4 of the grievance procedure.

ARTICLE 4 - HOURS OF WORK

4.1 The normal hours of work shall be as follows:

4.1.1 The normal scheduled shift for each Employee shall consist of eight consecutive hours.

4.1.2 The normal work week for each full-time Employee shall be as follows:

(a) The hours of work, workweek and work shifts or tours of duty of regular, full-time Employees (lieutenant(s), sergeants, detectives and patrolmen) are as follows: The work day shall not exceed eight

hours inclusive of roll calls and reliefs. The workweek shall not exceed five (5) days of work and shall average not more than forty (40) hours weekly over each six (6) week period, with sixteen hours of off-time between each shift, unless waived by both parties. At present, there are three (3) regular shifts. Shift #1 is the day shift, shift #2 is the evening shift, and shift #3 is the night shift.

(b) The days off of full-time Employees are as follows: All such Employees shall receive not less than one-hundred twenty-one and one-third (121-1/3) regular days off annually and not less than two (2) consecutive regular days off weekly. All Employees shall receive fourteen (14) regular days off in each six (6) week period. Employees, other than those referred to in sub-paragraph (c) of this section, shall work not more than four (4) consecutive days on, before receiving two (2) consecutive days off; the days off of such Employees shall drop back one (1) day every week and shall be consecutive with sixteen hours of off-time between each shift, unless waived by both parties.

No new shifts shall be created without prior notice to the union and an opportunity to bargain to agreement or impasse.

(c) Excepted from the regular four-and-two work schedule, so-called, set forth in sub-paragraph (b) above, shall be the detective and any other specialist whom the Chief determines should work 5-2, provided the Chief gives the Union at least 14 days' notice, each of whom shall work five (5) consecutive days weekly Monday through Friday and then receive two (2) consecutive days off, with sixteen (16) hours of off-time between each shift, unless waived by both parties.

Employees assigned to a 5-2 work week, except Employees assigned for initial training after hire at a Police Academy, shall be entitled to and shall receive, in addition to the two (2) consecutive days off weekly which they shall receive under the five (5) day workweek above-mentioned, seventeen and one-third (17 1/3) additional regular days off annually, so that each Employee so assigned shall receive the same number of

regular days off annually as will Employees working four (4) consecutive days before days off. These seventeen and one-third (17 1/3) additional days off shall be taken one (1) each three (3) weeks and shall be consecutive to other days off, with 16 hours of off-time between each shift, unless waived by both parties, or unless the Chief determines that public safety or other legitimate department needs require the day off be rescheduled.

An Employee assigned to a Police Academy is not covered by this Collective Bargaining Agreement. See M.G.L. c.41 § 96B.

4.2 Each Employee shall be paid 1.5 times their normal rate for any duty after eight (8) consecutive hours or forty (40) hours in any given week, except that, if the Chief approves, a full-time Employee may take compensatory time at the rate of 1.5 times their normal rate. All compensatory time must be used within ninety (90) days (this can be extended at the discretion of the Chief.) Should the Employee fail to use the compensatory time for whatever reason, he or she shall be compensated for his or her time as provided above. (After May 1st in any fiscal year, an employee may not take monetary compensation unless his/her employment has been terminated for any reason). Notwithstanding the foregoing, Employees may carry over any such earned compensatory time into the following fiscal year.

4.2.1 The Lieutenant or Sergeant shall be paid one (1) hour overtime or compensatory time (defined in 4.2) at his choice, for call-out at his home on off-duty time for command decisions. This shall be when he is not required to come out (defined in section 6.1) and is able to handle the problem over the phone. A maximum of ten (10) hours of overtime rate pay or a maximum of fifteen (15) hours of compensatory time may be earned per month.

4.3 Should an Employee not appear for his or her scheduled shift (in accordance with Section 4. 1.1 and 4.5) for reasons of sickness, bereavement, emergency, inability to work or failure to appear, all overtime will first be offered to all full-time Employees.

4.4 The Chief reserves the right to assign emergency overtime work (other than defined in 4.2) when a person with specialized training is required, as he sees fit with regard to the interests of the Town.

4.5 The scheduled shift list and scheduled detail list for the following month must be posted no later than seven (7) calendar days before the month commences.

4.6 All Employees may swap shifts and/or cover assignments with each other, with the prior written approval of the Chief or his designee (they shall not disapprove unreasonably). However, the original assignee shall be held responsible by the Department for occupation of their shift assignment.

4.7 Subject to the Chief's reservation of rights, as set out below, the full-time Police Officers shall be assigned to their choice of shift assignment, according to seniority, provided that such application, without exception, does not violate Section 4.1.2, subparagraphs A, B, and C. Shift bidding by seniority will take place every six (6) months (or more often if the Chief agrees from time to time) or when a vacancy occurs. Subject to the Chief's reservation of rights, as set out below, the Lieutenant(s) and Sergeant(s) shall be assigned to his/her choice of supervisory shift assignment including days off on shift 2 or shift 3 or a combination of the two, on a standard four (4) and two (2) schedule as described in this Agreement. Lieutenant and Sergeant shift bidding shall also occur every six months (or more often if the chief agrees from time to time), or when a vacancy occurs. In the event that the Chief and Lieutenant are both not scheduled, the Sergeant may have first choice of the supervisory position on shift 1, provided that such occurrence is within the Sergeant's normal four (4) and two (2) schedule, and does not result in the payment of overtime as defined herein. Pursuant to Mass. General Laws, including but not limited to Chapter 41, §97A, the Chief reserves the management right to make shift assignments on a basis other than seniority if public safety or other legitimate department needs require. No change in this practice will be made without providing the Union with adequate notice, and, if requested, bargaining in good faith to the point of agreement or impasse as required by law.

ARTICLE 5 - COFFEE BREAKS AND MEALS

Employees shall be allowed, but not guaranteed, time off for one coffee break and a meal without loss of pay during each shift, subject always to the requirements of duty.

ARTICLE 6 - REPORTING, COURT PAY AND PRISONER WATCH

6.1 An Employee called in to work during other than a normal shift, shall be paid, regardless of how long he or she shall actually work, a minimum compensation of not less than four (4) hours pay at the rate applicable at the time of call-in.

6.2 An Employee required in the performance of his/her duties to attend Court during other than normal working hours shall be paid the actual amount of hours in attendance with a minimum of at least three (3) hours pay, at time and a half.

6.3 Any officer shall be paid one and a half (1 1/2) times his/her rate if called in for prisoner watch, with a minimum of four hours. No on-duty officers may perform prisoner watch within his/her scheduled work shift, except until proper coverage is secured.

ARTICLE 7 - DISCIPLINE

7.1 Disciplinary action shall include only the following: oral reprimand, written reprimand, suspension, discharge or demotion. Disciplinary action may be taken only for just cause. As used in this Agreement, the term "Probationary Employee" shall mean and include any a) Employee who has completed less than one year of service as a full-time police officer and b) any Employee who has completed less than one year of service in the rank which he holds at the time the disciplinary action in question is taken.

7.2 In the case of the suspension, demotion or discharge of an Employee, other than a probationary Employee, the Chief shall mail or deliver to the Employee and the Union, within two (2) days of the effective date, a written notice thereof, setting forth the reasons for such suspension, discharge or demotion. Within a period of eight (8) days after the receipt of such notice, the Union and/or the Employee shall have the right to a public or private hearing (officer's decision) to object to such suspension, discharge

or demotion and such objection shall be handled as a grievance starting at Step 2 of the grievance procedure.

7.3 Any dispute concerning imposition of an oral or written reprimand of an Employee, other than a probationary Employee, shall be processed as a grievance starting at Step 1 of the grievance procedure, provided that such grievance shall be commenced within ten (10) days after the oral or written reprimand shall have been delivered to the Employee. However, no appeal beyond Step 3 is authorized.

7.4 If the employer has reason to reprimand an Employee, including a probationary Employee, it should be done with maximum regard to minimizing embarrassment to the Employee before other Employees or the public. The Union is free to publish a copy of the grievance and the Selectmen's decision if the disciplinary action was found to be unjust and the disciplinary action had been made public in any manner and/or forum.

ARTICLE 8 - HOLIDAYS

8.1 The following days and no others shall be recognized as holidays:

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

8.2 All full-time Employees who are regularly scheduled to work on a holiday, will be paid at the rate of 1.5 times their regular rate and also get an additional day off. A full-time Employee who is not scheduled to work on a holiday will get a duty day off with pay at a later scheduled date. (As an alternative, the Town may pay officers for such days rather than giving extra days off.)

8.2.1 To qualify for additional days off as provided in Section 8.2 above, the Employee must have worked the regularly scheduled days

immediately prior to and following the holiday, or have been on full pay status for those days, in accordance with the other provisions of this Agreement. Notwithstanding the foregoing, the Chief may refuse to approve holiday pay for an employee whom the Chief has reason to believe is abusing sick leave or has a pattern of using sick leave (e.g. taking off the day before or after a holiday, " weekend", etc.)

8.4 A full-time Employee not regularly scheduled to work a holiday but who works of his own accord, shall be paid at his regular rate, provided he was authorized to work on said day.

ARTICLE 9 - VACATIONS

9.1 ELIGIBILITY Only full-time Employees are eligible for paid vacations. No Employee shall be eligible to take vacation days unless he or she shall have actually worked for the Town for at least six (6) months from date of hire.

9.2 LENGTH OF VACATION Each eligible Employee shall be granted a vacation with pay as follows:

9.2.1 Vacation days shall be prorated from date of hire to first June 30th worked. The Employee shall be granted .9 vacation days per month for this period.

9.2.2 Ten (10) vacation days shall be granted each fiscal year for fiscal years one through four.

9.23 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.

9.24 Employees will be eligible to carry over a maximum of one half of their yearly vacation allowance. For example, an employee who receives an annual allowance of five weeks vacation will be eligible to carry over

2.5 weeks of vacation time. The maximum amount of vacation time that this employee could have at any time would be 7.5 weeks.

9.3 Upon the death of an Employee who is eligible for vacation, payment shall be made to the estate of the deceased Employee in an amount equal to the vacation pay earned but not paid in the vacation year during which the Employee died.

9.4 Employees who are eligible for vacation under this Section 9, and whose employment by the Town is terminated for any reason other than dismissal due to fault or delinquency, shall be paid an amount equal to the vacation pay earned, but not taken, in the vacation year during which such termination occurred.

9.5 Any eligible vacation time not taken before June 30th of the vacation year due to circumstances or emergencies as directed by the Chief, shall be 100% reimbursed to the Employee. If a vacation is canceled pursuant to this Section and cannot be rescheduled during the same vacation year, such canceled vacation may be taken at such time within the next succeeding vacation year as the Chief shall determine will cause the least interference with the performance of the regular work of the Police Department. Such vacation time may be carried over to the next fiscal year.

9.6 Any Employee who has actually started his vacation and is called back to work by the Chief shall receive time and a half pay for such work, including court call back, and complete his vacation at a later time. The Employee shall be credited for the vacation day used when called back.

9.7 Those employees that as of the date of execution of this Agreement have more earned vacation time than the maximum amount allowed for in Section 9.24 will be allowed to continue to carry this vacation time forward until it is either used by the employee or cashed out. These employees will not be eligible to accrue further vacation time beyond their yearly allotment. Once an employee that has more vacation time than the maximum allowed pursuant to Section 9.24 uses this vacation time and drops below the maximum amount allowed, that employee will then be able to accrue vacation time like all other employees and be limited to one half of their yearly vacation time.

ARTICLE 10 - SICK LEAVE

10.1 SICK LEAVE

10.1.1 Each full-time Employee, who has completed six (6) months of actual service, shall accrue sick leave days at the rate of one and one quarter (1 ¼) days per month of actual full-time work. Employees hired after July 1, 2015 will accumulate sick leave days at the rate of one (1) day per month following six (6) months of actual service. A maximum accumulation will be 95 days.

Sick days may be utilized for an Employees' own injury or illness, or to care for an illness or injury to the Employees' spouse or child.

10.1.2 An Employee absent on account of illness or injury shall notify the Chief as early as possible before the starting time of his/her shift on the first day of absence. Sick leave shall begin on the day notification of the illness is given by the Employee, his/her family or his/her physician.

10.1.3 For absence under this Section, the Chief may require evidence in the form of a Physician's Certificate from the Employee's doctor showing the necessity for absence; such certificate verifying illness and the expected duration. If such certificate is not filed after request therefore, such absence may be applied, at the discretion of the Chief, to vacation leave or leave without pay. Unless he suspects abuse or detects a pattern, the Chief shall require such certificate only at the end of three consecutive days of illness, and subsequent certificates may be required at the discretion of the Chief, only if the illness is extended and consecutive.

10.1.4 The Chief may require a medical examination or Physician's Certificate of any Employee who reports his/her inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town and only if the illness is extended and consecutive for a period of at least three (3) days, unless the Chief detects a pattern or suspects abuse.

10.1.5 Injury, illness or disability intentionally self-imposed or through the use of drugs shall not be considered a proper claim for leave under this section.

10.1.6 If a full-time Employee shall be receiving payments from any fund, insurance or other source to which the Town shall have contributed while on sick leave, payments for sick leave shall be limited to the difference between the amount of such payments and the Employee's regular rate.

ARTICLE 11 - DRUG AND ALCOHOL TESTING

Section 1. Probationary Employees. Employees may be tested during the probationary period at such times as may be determined by the Chief.

Section 2. Absence from Duty. An Employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty.

Section 3. Serious Incidents. An Employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

Section 4. Career Assignment. An Employee may be tested as a condition of promotion.

Section 5. Reasonable Suspicion. An Employee may be tested after a determination by the Chief that there is reasonable suspicion to test the Employee.

Section 6. Random Testing. An Employee may be tested at random for drug use, but not more often than two (2) times per calendar year.

Employees will execute a form acknowledging receipt of a copy of this drug testing Article and agreeing to be bound thereby.

Section 7. Procedures

1. Hair samples, urine samples, or blood samples as specified by the Chief will be taken from an Employee or a prospective Employee according to directions provided by the testing facility.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation, and chain of custody and must possess technical expertise and demonstrated proficiency in radioimmunoassay testing.

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3. The Employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

4. Test results will be made available upon request to the Employee after they are made know to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the Employee requests it, a copy of the memorandum will be placed in the Employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. Hair samples will be taken by an individual designated by the Chief. For urine and/or blood sampling, the Employee will be accompanied by an officer from the department assigned to supervise the taking of the sample to a collection facility. The Employee will be assigned test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The Employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The Employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station or other convenient location.

7. The Department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is

confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Section 8. Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

Section 9. Impairment by Prescription Medicine. An Employee shall notify the Chief, when required to use prescription Medicine which the employee has been informed may impair job performance. The Employee shall advise the Chief of the known side effects of such medication and the prescribed period of use. The Employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Section 10. Zero Tolerance Policy. Violations of this policy (see Section 8) will be not tolerated on off duty and will subject Employees to discharge.

ARTICLE 12 - BEREAVEMENT LEAVE

The Chief shall grant, upon request of a full-time Employee, up to five (5) days emergency leave without loss of pay, upon the death of such Employee's spouse or children. Up to three (3) days may be granted for the death of an Employee's mother, father, sister, brother and grandchildren. Up to one day may be granted to attend the funeral of an Employee's grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, step children; provided, however, that the Chief may limit such leave to less than the specified number of working days, or refuse to grant any such leave if such Employee does not attend the last rites of such deceased relative and cannot demonstrate reasonable need for as many as the number of specified working days leave. Two (2) additional days may be added, at the discretion of the Chief, for out-of state travel.

ARTICLE 13 - MILITARY LEAVE

13.1 A full-time Employee in the Armed Forces Reserve or National Guard, who shall be required to and does attend annual active duty training, shall be paid the difference between compensation received for such active duty and his/her regular compensation from the Town; provided that such payment by the Town shall be limited to a period not to exceed two (2) weeks in a twelve (12) month period, and shall not include payments to members of the National Guard who may be mobilized during an emergency in the Commonwealth or during national emergency.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 The Town, at the discretion of the Chief, may provide a full-time Employee with up to a six (6) month unpaid leave of absence. This Article may not be grieved beyond Step 3.

ARTICLE 15 - PERSONAL DAYS

15.1 The Town agrees to provide each full-time Employee with three (3) paid days of personal time off per year to attend to compelling personal business which cannot be handled during off-duty time or by swaps. (This is not in addition to the time provided by Massachusetts Law for Family Leave.) Personal days are not carried over from year to year.

ARTICLE 16 - UNIFORMS, EQUIPMENT AND PROTECTIVE GEAR

16.1 For the purposes of this Section, uniform shall be defined as follows: clothing, footwear and outer-wear worn by the officers of the Mendon Police Department when on duty, and such other items of clothing and/or equipment as approved by the Chief. See Schedule A for a list of the amount of an officer's annual allowance.
New Employees that are hired within the first six (6) months of the contract year will be allowed the full amount. Others will be allowed one-half (1/2) of the allowance for that year.

16.2 Each Employee hired after the date hereof shall be provided by the Town with two badges, one firearm, one set of handcuffs, one police stick, one bulletproof vest and all uniform accessories as required by the Chief, including leather gear. These

items are to remain the property of the Town and are to be returned promptly at the termination of employment. Employees who fail to do so will be charged for the items at replacement cost.

The Chief reserves the right in all cases to determine what uniforms are worn, who will wear uniforms, what protective gear is required, and when such protective gear will be worn, carried and used. Any change in the uniform policy which incurs added cost shall be paid for by the Town. However, if the Chief grants Employees sufficient "transition" time to purchase new uniform parts, this will avoid the need to have the Town pay for the same beyond an officer's annual uniform allowance. In the event that any uniforms or other articles provided by the Town shall be mutilated, lost or destroyed, by reason of the carelessness of the Employee, the Employee shall pay the Town the replacement cost of such item, less a reasonable depreciation credit for each month that each item was in service. In the event that any uniforms or equipment of an Employee are damaged or destroyed in the line of duty, and not due to the carelessness of the Employee, the Town shall pay the Employee the replacement cost for each such item, unless other compensation is received.

16.3 The Town shall maintain all equipment, including vehicles, in a condition that is suitable for its intended use.

16.4 In the event that Federal Funding for officer's Ballistic Vest replacement is no longer available, the Town will pay for the replacement of the Officer's ballistic as required by the expiration date of the vest.
This section is not grievable to arbitration.

ARTICLE 17 - EDUCATION POLICY

17.1 The Chief shall, at his discretion, from time to time, send full-time Employees of the Mendon Police Department to specialized courses of study he deems directly beneficial to the Police Department and the full-time Employee. Unless the employee voluntarily agrees otherwise, the Town shall pay the tuition cost thereof, and shall reimburse said full-time Employee for mileage of personal vehicle use, if applicable. Except as stated in the preceding sentence, the Town shall have no obligation to, nor shall it pay any educational expenses of any Employee.

17.2 Continuing education, approved by the Chief in advance, is limited to $750.00 per full-time Employee each year. Payment will be made upon the successful completion of a course of study in a Criminal Justice degree program. Any course materials paid for from this fund shall be the property of the Town. This program shall be administered by the Chief. This paragraph would not apply to anyone who is receiving benefits under the Quinn Bill.

17.3 Police Career Incentive Program — In the event the state fails to pay its share of the so-called Quinn Bill (chap. 41 §.108L), the Town agrees not to reduce the incentive pay employees eligible under Massachusetts General Laws chapter 41, section 108L, and the Town shall continue to pay a base salary increase of ten percent upon attaining an associate's degree in law enforcement/criminal justice or sixty points earned toward a baccalaureate degree in law enforcement/criminal justice, a twenty percent increase upon attaining a baccalaureate degree in law enforcement / criminal justice, and a twenty-five percent increase upon attaining a master's degree in law enforcement/criminal justice or for a degree in law.

ARTICLE 18 - PRIVATE DUTY DETAILS

18.1 A private duty detail shall mean police work requested by a private person or organization, other Town Departments, which the Chief shall determine cannot be performed by a police officer as part of his/her regular duty, as defined in Section 4.1.1, 4.1.2, 4.2 and Section 4.5 of this Agreement/contract (normal or overtime). The Chief or his designee (which may include the Union) shall assign all private duty details to police officers on a voluntary basis only during hours when such officers are not on such regular duty or paid leave, e.g. sick leave, bereavement leave, injury leave, etc. With the Chief's permission, officers may be allowed to use compensatory time or other accrued time (but not those listed in the previous sentence) on a day in which they are assigned to work a paid detail. All private duty details will be assigned according to two (2) posted detail sheets kept by the Chief or his designee. The first list will be for regularly scheduled monthly details. The second list will be for non-scheduled details. Assignments will be on a rotating basis, which shall include the management of the Mendon Police Department in rotation with the Employees. Anyone who fails to abide

by this list shall be ineligible to work any private details as defined in this Section. When an Employee is asked to work a detail, he cannot be asked again until his/her respective list has been exhausted and returns to his/her name. The scheduled monthly details will be filled chronologically each month. No scheduled detail may be given up to take another detail.

The Chief may decide whether and how to fill a paid detail. He may prioritize the same and may set qualifications therefore. Full-time officers will be called first to fill all details the Chief determines will be filled. Unless the detail requires special qualifications, a rotating list will be used.

18.2 The rate of pay for private duty details shall be as set forth in Schedule B. The Town may charge any lawful fee for administration of the detail paper-work.

18.3. No grievance may be filed for an alleged failure to follow the rotating list. The remedy will be the assignment of an extra detail to make up for any error.

18.4 No paying detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the applicable rate with a guarantee of a minimum of four (4) hours per detail for each employee so assigned (over 4 hours at a detail requiring 8 hours pay.) In the event that a paid detail assignment continues for more than eight (8) hours, Employees so assigned shall be paid time and one-half their applicable detail rate for all such hours worked in excess of eight (8) hours, and shall be paid in one hour increments. Employees assigned paid details for private parties on Saturdays, Sundays, holidays or between the hours of 5 pm and 7 am during the week shall be paid time and one-half the applicable rate for all hours worked subject to the aforesaid minimum. In the event that a private detail is cancelled within 2 hours of the start time of the detail, the Employee so assigned shall be paid the four (4) hour minimum.

18.5 The Town also agrees that all police work traditionally performed on a paid detail basis, including but not limited to: traffic control at construction and utility sites; keeping the peace at private and public establishments and/or at private and public functions and events; and transporting money or valuables, shall remain the exclusive province of police officers who are in the bargaining unit, subject to the terms and conditions of this Agreement, and the discretion of the Chief of Police.

ARTICLE 19 - INSURANCE

19.1 The Town agrees to pay seventy-five percent (75%) for HMOs and fifty percent (50%) for indemnity plans of insurance, and will deduct (25%/50%) of the cost of the Medical Insurance from an Employee's pay. The $25,000.00 Life Insurance (if Employee dies off-duty), $50,000.00 (if the Employee dies or is killed in the line of duty), and the liability insurance currently being provided for the Employee (subject to the Town meeting approval) will be deducted at the above ratio. Such deductions shall be made from not less than three (3) of the weekly paychecks due each Employee each month, and shall be in as nearly level amounts as practical.

ARTICLE 20 - WAGES/COMPENSATION

See Schedule C for wages and compensation.

20.1 The Town recognizes that if no supervisor (Chief, Lt., or Sgt.) is on the shift, then the senior officer on the shift shall receive $2.50 more, per hour on shift when in charge.

20.2 Mileage for travel approved by the Chief, for police business in a private vehicle, shall be at the then applicable IRS rate.

20.3 Night Shift Differential: Officers that actually work on the 2nd and 3rd shifts will receive an additional amount as follows:

Shift #2 Evening	Shift #3 Nights
$ 1.00 per hr.	$ 1.50 per hr.

ARTICLE 21 - LONG TERM DISABILITY

See schedule D for Description.

ARTICLE 22 - LONGEVITY

Full-time officers will, after 10 years of continuous service, receive a longevity increase following the completion of the indicated length of service, according to the following schedule:

10 years to 14 years	1.5%	Annually
15 years to 19 years	2.5%	Annually
20 years +	3.0%	Annually

Payment of the longevity stipend shall be in a lump sum in the first pay period of each fiscal year. An officer who reaches an anniversary during the fiscal year shall receive the stipend appropriate to that anniversary in the first pay period of that fiscal year (e.g., if an officer's 15th anniversary is on June 30, 2015, he would receive the 2.5% stipend in the first pay period in July 2014). These increases are in addition to general salary and are not part of the base salary. These increases are calculated by taking the appropriate percentage of the base salary, excluding Quinn Bill, that the officer earns in the beginning of each fiscal year. If there is a general salary adjustment at the beginning of the fiscal year, then the longevity stipend will be calculated using the newly adjusted base salary.

ARTICLE 23 - SENIORITY

23.1 SENIORITY for non-civil service personnel shall mean the length of continuous full-time service of an Employee. Preference shall be given to all full-time Employees first, meaning all full-time Employees shall have seniority over all part-time Employees. Continuous service shall mean employment by the Town in the police department without any break in employment. A break in employment shall cause the loss of all seniority rights. A break in employment shall occur upon the happening of any of the following events:

23.1.1 If an Employee quits of his own accord.

23.1.2 If an Employee shall be discharged for just cause in accordance with all areas of this contract.

23.1.3 If the Employee shall be absent in excess of five (5) consecutive days without obtaining approval of such absence under the provisions of this contract.

23.1.4 If the Employee shall fail to return to work within five (5) working days after the end of an absence authorized under the provisions of this contract.

23.1.5 If, after a layoff, an Employee shall either (a) within seventy-two (72) hours after receipt of notice from the Town, by registered return receipt mailed to last known address, that he will be re-hired, fail to notify the Chief in writing that he/she intends to return to work within two (2) weeks after receipt of such notice from the Town; or (b) having given the notice required under Clause (a), fail to return to work not later than the end of said two (2) week period.

23.1.6 If an Employee shall be absent due to a layoff for a continuous period of more than twenty-four (24) months.

ARTICLE 24 - LAYOFFS

24.1 Layoffs or reduction of personnel due to lack of work, fiscal cutback or other not for cause termination will be determined by length of seniority as defined in Article 23.1.

Demotion of employees due to lack of work, fiscal cutback, or other not for cause demotion will be determined by seniority within that rank, meaning length of continuous service at that rank or assignment.

24.1.1 Layoff or reduction in personnel will occur in reverse order of departmental seniority. Demotion of employees will occur in reverse order of seniority within that rank or assignment.

24.1.2 Reinstatement of personnel following layoff or reduction in personnel will occur by order of seniority. Reinstatement of demoted personnel to a ranking position or assignment will occur by order of seniority within that rank or assignment. Employees reinstated to a rank or assignment will be credited previous time at that rank or assignment and will have seniority over others promoted to that same rank or assignment. The date of promotion of a demoted employee later reinstated to the same

rank or assignment will relate back to the date of the initial promotion of the employee

24.2.1 Nothing herein shall restrict the option of an Employee to accept a layoff in lieu of a reduction in job classification without loss of his/her right to be re-hired hereunder.

24.2.2 It is understood that layoff under this Section shall, in all respects except the right to be re-hired under this Section, constitute a termination of employment by the Town. The right to be re-hired hereunder shall exist for a period of twenty-four (24) months from date of layoff.

ARTICLE 25 - MANAGEMENT RIGHTS

25.1 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. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign 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 other legitimate reasons; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement or applicable law, including Mass. General Laws, Chapter 41, §97A.

Unless an express, specific provision of this Agreement or applicable law, including Mass. General Law, Chapter 41, §97A, provides otherwise, the Town, acting through its Board of Selectmen and Police Chief or other appropriate officials strictly adhering to the chain of command 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 Police Department. 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 numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- 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;
- For legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion, and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- 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 not inconsistent with the provisions of this agreement;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce reasonable rules and regulations for the governance of the Department and to add to or modify such reasonable regulations as it deems appropriate subject to fulfilling its bargaining obligations;

- To suspend, demote, discharge, or take other disciplinary action against employees for just cause; to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

This listing of management rights does not eliminate the Town's obligation to appropriately bargain the decision to make changes in wages, hours, and other working conditions and/or the impacts of those changes as required by law.
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.

Nothing in this Article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

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 retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

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 officer's training and ability, regardless of whether the exact duty is listed in a written job description, subject to the terms of this Agreement and applicable law, including Mass. General Laws, Chapter 41, §97A.

Notwithstanding the foregoing, all conflicts between the provisions of this Article and the provisions of other Articles in the Agreement will be resolved in favor of such other articles.

ARTICLE 26 - NO STRIKE

26.1 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, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Mendon. 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. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 27 - NON-DISCRIMINATION

27.1 There shall be no discrimination, restraint, or coercion against any Employee because of membership in the Union.

27.2 There shall be no Union activity (excluding contract negotiations, grievance procedures and/or public hearings and/or meetings) on Town time except as specifically provided herein. Two (2) hours per month, per Employee, if on duty, will be allowed attend normally scheduled meetings and/or functions while not impairing their availability to the Town.

27.3 The Town and members of the Union agree that they will not discriminate against any Employee because of his/her race, color, creed, sex, national origin or religion.

27.4 An election of remedies is required under this and other articles involving allegations of discrimination or prohibited practices. Either a grievance, court or administrative complaint or a charge of prohibited practice may be filed, but not more than one; however, where the Union's interests are significantly different from the Employee's, the Union may also file a grievance or prohibited practice charge, but not both.

ARTICLE 28 - PERSONNEL RECORDS

28.1 Employees shall be given reasonable access to his/her personnel records, as requested, during normal business hours when the Chief is available to supervise same, for the purpose of reviewing and contesting of any objectionable material contained therein.

ARTICLE 29 - BULLETIN BOARD

29.1 The Chief shall provide bulletin board space for Union use. This space, however, shall not be used for derogatory, profane or libelous use. All materials posted in this area must contain within its boundaries an official signature of the Union member posting same.

ARTICLE 30 - WAIVER AND SEVERABILITY

30.1 Failure of the Town or Union to insist in any one or more situations upon performance of any terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provisions, and the obligations of the Town and the Union to such future performance shall continue.

30.2 Should any article or section, provision or part of this contract be held unlawful or unconstitutional by any court of any jurisdiction, the remaining articles, sections, provisions or parts shall remain in effect.

ARTICLE 31 - EMPLOYEE RIGHTS AND REPRESENTATION

17.10 EMPLOYEE RIGHTS AND REPRESENTATION

Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. However, probationary Employees may not hold any Union office or serve on the Grievance Committee. The freedom of Employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of an Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Police Department, to the Town meeting and to members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement. Further, no Department official, representative, agent or Employee of the Town shall:

Section 1:

1. Interfere with, restrain, or coerce Employees in the exercise of their rights to join or refrain from joining the Union;
2. Interfere with the formation, existence, operations, administration or negotiations of the Union;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning power of the Employees covered by this Agreement.
4. Discriminate against any Employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his own behalf; or
5. Refuse to meet, negotiate, or confer on matters with officers or representatives of the Union.

Section 2: The members of the Union Bargaining Committee, not to exceed one (1), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings in Town between the Town and the Union for the purpose of negotiating the terms of a contract, or supplements thereto, while not impairing their availability to the Town.

Section 3: Union officers, representatives or grievance members shall be permitted to discuss official Union business with Employees during work provided such discussion does not interfere with police business, and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

Section 4: An election of remedies is required under this and other articles involving allegations of discrimination or prohibited practices. Either a grievance, court or administrative complaint or a charge of prohibited practice may be filed, but not more than one; however, where the Union's interests are significantly different from the Employee's, the Union may also file a grievance or prohibited practice charge, but not both.

ARTICLE 32 - PRIVILEGES

32.1 The Town agrees not to unilaterally change Employees privileges heretofore existing, which constitute mandatory subjects of bargaining, without affording the Union opportunity to bargain to impasse as required by law.

32.2 The Town agrees to permit representatives of the Massachusetts Coalition of Police, M.C.O.P. / AFL-CIO and/or Local 188 to enter the premises of the Mendon Police Department and/or any other public building for the purpose of discussing working conditions, sections of this agreement and/or any other legal labor matters, at any time, provided that the action does not interfere with the performance of duties and/or the normal business of the Town. The parties may (but need not) agree to conduct contract negotiations out of term, in which case this section will apply.

32.3 Union officers, representatives or grievance committee members, not to exceed one (1), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the Chief and/or Board of Selectmen.

ARTICLE 33 - CONFIDENTIALITY

The Town agrees that in order to protect the rights of individuals to their privacy, all records, including but not limited to evaluations (medical, physiological, psychological, job performance, etc.), employment applications, work records, performance records, discipline records etc., are to remain strictly confidential and (unless lawfully required otherwise e.g. subpoena) shall not be released in any manner including, but not limited to, oral and/or visual and/or written dissemination to any party outside of the Police Department for any reason without the written approval and waiver of liability by the affected and/or involved Employee. This will not prevent the Town from using such files in disciplinary, grievance, or court cases, consistent with the protections of the state's open meeting law (G.L. c.39, §23B) where the Employee has the right to request an executive session.

ARTICLE 34 - LIABILITY PROTECTION

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

ARTICLE 35 - BUDGET DEVELOPMENT PARTICIPATION

The Town agrees to allow active participation from the Union in the development of the police department budget, between management and the Union only.

ARTICLE 36 - TERMS OF AGREEMENT

36.1 This agreement shall cover the period of July 1, 2015 through June 30, 2018 and shall remain in effect from year to year thereafter until the parties negotiate a successor agreement.

36.2 Any increases in benefits will only apply to officers on the payroll on the date the contract is executed following ratification by both parties, with the exception of employees that have retired in the interim between the starting date and the execution date.

36.3 If either party wishes to negotiate changes in this contract/agreement to take effect on any expiration date, written notice shall be given to the other party on or before November 1st prior to such expiration date and such notice shall state the nature of the changes desired.

ARTICLE 37 - AGREEMENT

37.1 The agreements contained in this writing constitute the only agreements made by the parties hereto. Any supplemental or additional agreements hereafter made shall be in writing, agreed upon by both parties in writing and expirations of said supplemental and/or additional agreements must be spelled out in writing. Article 36 shall not pertain to these supplemental and/or additional agreements, unless applied and agreed upon in writing by both parties.

ARTICLE 38 - AUTHORITY

This agreement/contract is made pursuant to and subject to the provisions of the General Laws of the Commonwealth of Massachusetts, as the same may be amended from time to time. In witness whereof, the Town has caused these presents to be signed on its behalf by its Board of Selectmen, hereunto duly authorized and the Union acting for and on behalf of the Employees of the Mendon Police Department, has caused these presents to be signed by its officers hereunto duly authorized, all under the date first above written.

Town of Mendon
Honorable Board of Selectmen

Chairman

Selectman

Selectman

Mendon Police Association
MASSCOP Local 188
Contract Negotiating Committee

cc: All members Mendon Police Association.
Chief of Police
Honorable Board of Selectmen

SCHEDULE A

UNIFORM ALLOWANCE

Full-Time Employees

$1,000 per year, $250 of which may be used for cleaning.

SCHEDULE B

PRIVATE DETAIL RATES

Contract Year	Hourly Rate
2015 — 2018	Mass State Police Rate (Monetary Hourly Rate)

* Effective following execution of this agreement, not retroactive.

SCHEDULE C

WAGES AND COMPENSATION

BASE SALARY ADJUSTMENTS

Time of service shall be based on Anniversary Date

Detective Stipend - $100. Weekly not included in yearly % increases

	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018
New Hire	838.55	853.23	868.16
Step 1	937.21	953.61	970.30
Step 2	1,005.04	1,022.62	1,040.52
Step 3	1,083.50	1,102.46	1,121.75
Step 4	1,137.67	1,157.58	1,177.84
Step 5	1,194.55	1,215.46	1,236.73
Sergeant	1,409.57	1,434.24	1,459.34
Lieutenant	1,663.30	1,692.40	1,722.02

The Town retains discretion to start new hires above start step.

The Association acknowledges that the Town will only maintain one Detective position, and will not fill the vacant patrolman position.

The Town recognizes that if no supervisor (Chief, Lt., or Sgt.) is on the shift, then senior officers on the shift shall receive $2.50 more, per hour on shift when in charge.

Mileage for travel approved by the Chief, for police business in a private vehicle, shall be at the then applicable IRS rate.

The starting pay for newly hired officers will be as follows:

a) Step 1 — Officers who have graduated from a full-time police academy recognized by the MCJTC and have less than three years as a full-time police officer with another police department will start at Step 1 pay.

b) For officers who have graduated from a full-time police academy recognized by the MCJTC and have three years or more as a full-time police officer in another police department will start at Step 2 pay.

SCHEDULE D

LONG-TERM DISABILITY

The Town will purchase a long-term disability policy to cover non-work related illness or injury. There will be a 90-day waiting period, during which time employees may use any accrued sick leave.

The Town will discuss with the Union any proposed changes in the policy, from time to time.

The plan will pay an employee 60% of his/her base pay for a period until an officer reaches 65 years of age.

SCHEDULE E

DENTAL INSURANCE

So long as there is no cost to the Town, the Town will cooperate with employees in agreeing to a group dental plan to be selected by mutual agreement between the Town and the Union.

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