RECEIVED
AUG 2 1 2014
Town of Mendon
Board of Selectmen

AGREEMENT

BETWEEN

THE MENDON PERMANENT FIREFIGHTERS UNION LOCAL 4936 I.A.F.F.

AND

THE TOWN OF MENDON

ONE YEAR CONTRACT

(JULY 1, 2014 TO JUNE 30, 2015)

TABLE OF CONTENTS

ARTICLE 1 - RECOGINITION	3
ARTICLE 2 – DUES/AGENCY FEE CHECK-OFF	3
ARTICLE 3 – WORK WEEK	4
ARTICLE 4 – OVERTIME	5
ARTICLE 5 – PRIVATE DUTY DETAILS	6
ARTICLE 6 – RECERTIFICATIONS	6
ARTICLE 7 – COURT ATTENDANCE	7
ARTICLE 8 – SWAPPING OF SHIFTS	7
ARTICLE 9 – VACATION LEAVE	7
ARTICLE 10 – PERSONAL TIME	9
ARTICLE 11 – SICK LEAVE	9
ARTICLE 12 – HOLIDAYS	10
ARTICLE 13 – JURY DUTY	11
ARTICLE 14 – FUNERAL LEAVE	11
ARTICLE 15 – RECALL OVERTIME	11
ARTICLE 16 – RESIDENCY	12
ARTICLE 17 – SENIORITY	12
ARTICLE 18 – LAYOFF AND RECALL	12
ARTICLE 19 – GRIEVENCE AND ARBITRATION PROCEDURE	13
ARTICLE 20 – PENSION, HEALTH AND INSURANCE	14
ARTICLE 21 – TELEPHONE	14
ARTICLE 22 – TRANSPORTATION AND EXPENSES	14
ARTICLE 23 – PROBATIONAY PERIOD	15
ARTICLE 24 – BARGAINING UNIT COVERAGE	15
ARTICLE 25 – PROMOTION AND VACANCY POLICY	15
ARTICLE 26 – REGULAR PAY	15
ARTICLE 27 – FAMILY AND MEDICAL LEAVE	16
ARTICLE 28 – MILITARY LEAVE	16
ARTICLE 29 - LONGEVITY	16
ARTICLE 30 – NO STRIKE/WORK ACTION	16
ARTICLE 31 – AMERICANS WITH DISABLITIES ACT	16
ARTICLE 32 – MANAGEMENTS RIGHTS	17
ARTICLE 33 – DRUG TESTING	19
ARTICLE 34 - DEATH BENEFITS	21
ARTICLE 35- ON CALL PAY	21
ARTICLE 36- UNIFORM ALLOWANCE	22
ARTICLE 37 – SAVINGS CLAUSE	22
ARTICLE 38 – TERMINATION	22
EXHIBIT A – PAY SCHEDULE	24
EXHIBIT B – STIPEND SCHEDULE	25

AGREEMENT

Agreement effective the 1st day of July 2014, by and between the Town of Mendon, Worcester County, Massachusetts (hereinafter referred to as the Town or the Employer) and Local 4936, International Association of Firefighters, AFL-CIO, on behalf of the Mendon Fulltime Firefighters Union, on behalf of the Mendon Fulltime Firefighters (hereinafter referred to as the Union).

Any articles or portions of Articles of this Agreement that require the expenditures of funds by the Town are subject to the Town appropriating the money at a special or annual Town meeting each year to fund such Articles or portions of Articles in accordance with the Massachusetts General Laws.

The terms "Department Head" and "Chief" or "Fire Chief" are used interchangeably throughout this Contract.

ARTICLE I: RECOGNITION

A. The Town voluntarily recognizes for the duration of this Agreement, the Union as the exclusive bargaining representative with respect to wages, hours, and any other terms and conditions of employment for all full-time firefighters employed in the Fire Department of the Town of Mendon, excluding the Chief and Deputy Fire Chief, civilian employees and all others.

B. The Town agrees that no Employee shall be consulted or represent another employee covered by this Agreement relative to wages, hours and conditions of employment without prior notice to the President of the Union and, if a timely request is made, without the presence of a Union Official at such meeting. Individual employees cannot waive any section of this agreement, in part or in whole, without the knowledge or 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 II: DUES/AGENCY FEE CHECK-OFF

A. Payroll deductions will be made for Union dues and agency fees, by the Town of Mendon. Dues and fees shall be deducted from each paycheck, with the written consent of each Employee.

B. 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.

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

D. The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

E. Although membership is not mandatory for Employees, 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 full time 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 Department of Labor Relations.

F. Except for the deduction of dues or fees from the pay of Employees who sign an authorization under paragraph A above, the Union will not involve the Town in any way in the collection of such dues or agency fees 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 such fees, so long as it complies with the regulations concerning Agency Service Fees promulgated by the Department of Labor Relations pursuant to M.G.L. c. 150E, s. 12.

ARTICLE III: WORK WEEK

Employees will perform their duties under the direction of the Fire Chief or his designee.

A. Unless changed in accordance with the procedures set forth in this Article, the normal workday for Employees of the Mendon Fire Department shall consist of sixteen (16) consecutive hours.

B. The normal workweek shall consist of forty eight (48) hours comprised of three (3) sixteen (16) hour days, with scheduled days off. Exceptions may be made by the Chief or his designee.

C. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time posted in advance showing work days and hours to be worked, and shall be at the discretion of the Chief or his designee.

D. Nothing contained in this Article shall limit the authority of the Chief or his designee to alter regular scheduled work shifts or to reassign or recall Employees if required in their reasonable opinion to address pressing needs; however, no employee

shall be forced to work more than 24 consecutive scheduled hours, including "on call". (Or at the Chief's discretion for pressing public safety issues.)

All authorized work in excess of forty eight (48) hours per week shall be paid at overtime rate of one and one-half the employee's rate, or can be taken by mutual agreement with the Chief, or his designee, as comp time, up to a maximum accumulation of no more than forty (40) hours at any given time. No more than forty (40) hours of comp time may be taken in any month. The Chief, or his designee, may limit or deny request if there is a personnel shortage or budgetary concern (e.g., time and one-half to replace), all at the Chief's, or his designee's, discretion.

B. Every Employee affected shall be notified at least thirty (30) days in advance of any schedule change except in an emergency or, for example, when sufficient manpower is unavailable.

C. The work week shall be set by the Chief.

ARTICLE IV: OVERTIME

A. All authorized work in excess of forty eight (48) hours per week shall be paid at an overtime rate of one and one-half (1 ½) the employee's regular base rate. Stipends will not be included in calculating "base pay" under this Agreement.

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

0-15 minutes	no overtime
16-30 minutes	30 minutes overtime
31-60 minutes	60 minutes overtime

B. Overtime shall be paid pursuant to the Fair Labor Standards Act unless specifically provided for otherwise in this contract. The Town has adopted Section 207(k) and a 28 day work cycle for firefighters. (Claims for F.L.S.A. violations may not be processed as grievances).

C. When a full-time firefighter is recalled to work (including "forced in") after finishing a shift, a two (2) hour minimum recall pay at overtime will apply. The Chief may but need not require employees to work for the full two hours. The two hour minimum will not apply when the extra time blends with the start or end of a shift; in such case, overtime will only be paid for the extra time actually worked.

D. Consecutive Work Hours:

a. No more than sixteen (16) consecutive hours (including fire department or other duties for the Town or another employer) will be worked by an Employee without the approval of the Chief or the Chief's designee. This policy is for a reasonable period of rest after each work period and prior to the next scheduled work period. No employee

shall be required to work, including on call, more than 24 consecutive hours without the Chief's prior approval. The Chief shall only require such additional work for pressing public safety issues outside of the Chief's control.

b. If the Chief decides to fill a shift normally occupied by a full time employee, excluding pressing situations as determined by the Chief, the following shall apply:

c. If the Chief calls in additional staff to cover an open shift as described above, members of the bargaining unit shall have first right of refusal for all shift replacements with the only exceptions being limited up to the initial five (5) shifts of injured on duty (IOD) personnel. After the first five (5) IOD replacement shifts, anyone may be used to fill any vacancy.

d. Not withstanding the foregoing, or any other provision of this agreement, the Chief may hire part-timers on a long term or full-time basis at the Chief's absolute discretion without any limit on duration.

ARTICLE V: PRIVATE DUTY DETAILS

A private duty detail shall mean fire or EMS work requested by a private person or organization, or other Town Departments that cannot be performed by a Firefighter/EMT (basic or paramedic) as part of his or her regular duty. The Chief, or his designee, shall assign all private duty details to Firefighters/EMTs on a voluntary basis. The rate for private duty details shall be calculated utilizing the same formula/guidelines outline in the current Collective Bargaining Agreement of the Mendon Police Association. The Town may charge any lawful fee for administration of the detail paperwork. No paying detail assignment shall be made until the person, firm, corporation, or entity requesting or required to have such detail has agreed to pay the applicable rate. The Chief or his designee will determine what a private duty detail is. Members of the bargaining unit shall have first right of refusal for all private duty details.

ARTICLE VI: RECERTIFICATIONS

Employees who attend recertification/refresher courses required to maintain EMT, CPR, ACLS, PALS, ITLS and PEPP certifications or qualifications, shall provide reasonable advanced notice to the Chief, so that such training may be accommodated within the department's regular schedule. When such training cannot be accommodated within the regular schedule, employees may be assigned to such training during non-scheduled hours subject to the Chief's approval. Employees so assigned, shall receive compensation as listed in Article 4. The town agrees to cover the cost of the above courses when approved by the Chief.

ARTICLE VII: COURT ATTENDANCE

Any Employee required or summonsed to attend court as a witness for the Commonwealth in connection with their employment for the Mendon Fire Department at a time when the Employee is normally off duty, shall receive pay at the overtime rate for not less than three (3) hours. This shall include appearance by the Employee during vacation, scheduled days off at other times other than the Employee's regular scheduled shift.

ARTICLE VIII: SWAPPING OF SHIFTS

On a trial basis, Employees may swap shifts with each other with prior approval of the Chief or Chief's designee, provided there is no additional cost to the Town, nor where the 16 consecutive hour limit will be exceeded. Such request, however, shall be kept to a minimum. This means if a person calls in sick, the one originally scheduled must cover at no additional cost. A denial is not subject to the grievance procedure.

ARTICLE IX: VACATION LEAVE

A. Eligibility:

a. 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 the date of hire.

B. Length of Vacation:

a. Each eligible Employee shall be granted a vacation with as follows:

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

ii. Two weeks (six regular shifts) shall be granted each fiscal year for fiscal years one through four.

iii. Three Weeks (nine regular shifts) shall be granted each fiscal year for fiscal years five through nine.

iv. Four Weeks (twelve regular shifts) shall be granted each fiscal year for fiscal years ten through fourteen.

v. Five weeks (fifteen regular shifts) shall be granted each fiscal year for fiscal years fifteen and subsequent.

C. 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 Employee's vacation pay which was available, but not taken, at the time the Employee died.

D. Employees who are eligible for vacation under this Article, and whose employment by the Town is terminated for any reason shall be paid in an amount equal to the Employee's vacation pay which was available, but not taken, at the time such termination occurred.

E. Any eligible vacation time not taken before his or her anniversary date 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 Fire Department. Such vacation time may be carried over to the next fiscal year.

F. After five (5) continuous years of full-time work in the bargaining unit, each Employee may be credited ½ of his or her yearly vacation computation on July 1st of each year and the balance on January 1st. In the Chief's discretion, an Employee may carry over a mutually agreeable amount of vacation time into the next fiscal year. Any Employee who has received advanced credit and has used more than he or she would have been credited under this Agreement must repay such amount (which may be deducted from the Employee's pay).

G. The Chief may post a vacation sign-up sheet and require Employees to select their vacation far enough in advance to allow proper planning. If any dates still remain, the Chief will make an effort to accommodate them, consistent with the needs of the department and other Employees. All vacations require the approval of the Chief in advance, at a minimum 7 days. All vacations of more than three (3) consecutive shifts or days must be requested at least one month in advance and will not be unreasonably denied by the Chief. Vacation requests of two (2) days or less must be requested at least three (3) working days in advance. Vacation sign-ups, where there is no one already signed up for a given time will be granted by seniority. (The Chief may, but need not, continue the policy of approving vacation requests with less notice so long as a suitable replacement can be found).

H. Absence on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave, may be, in the Chief's sole discretion, charged to vacation leave.

I. An Employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed during his or her vacation.

J. A full-time Employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty training, shall be paid the difference, if the Town pay is higher, between their "base" Town pay and their gross military pay, provided that such payment by the Town shall be limited to a period not to exceed two (2) calendar weeks in any twelve (12) month period.

ARTICLE X: PERSONAL TIME

A. Personal time, not to exceed three (3) paid shifts per year in any fiscal year, will be granted to full-time Employees to attend to compelling personal business which cannot be handled during off-duty time or by swaps. Personal leave need not be granted in increments of less than a full workday. (This is not in addition to the time provided by the Massachusetts Law for Family Leave).

B. When possible, the Employee must request from the Employee's immediate supervisor the personal day leave at least forty eight (48) hours in advance.

C. Only Employees who have completed their probationary period may be compensated for absence for personal reasons under provisions of this Article. The Chief will not deny requests unreasonably; however, denial is appropriate where a voluntary replacement cannot be secured.

ARTICLE XI: SICK LEAVE

A. A full-time Employee shall be allowed sick leave as specified by the Town's Personnel Policy. (However, one sixteen (16) hour shift under this agreement is equal to two (2) days under the Town's Personnel Policy. For example, if the Policy grants 18 days per year, the members of the bargaining unit will be entitled to 9 days of sick leave, as they are scheduled to work sixteen hour shifts. (If the schedule changes, this calculation may be renegotiated).

B. Sick leave must be authorized by the Chief, or his designee, and must be reported on the weekly time sheets provided by same. Employees shall call the department as soon as possible if known in advance. An Employee absent on account of illness or injury shall notify the Chief or his designee as early as possible before the start time of his of her shift on the first day of absence. Sick leave shall begin on the day of

notification of the illness is given by the employee, his or her family, or his or her physician.

C. The Chief may require a physician's certificate of inability to perform Employee duty to be submitted by the Employee at their expense and on their time after three (3) consecutive work days of absence, or whenever the Chief detects a pattern or suspects abuse, before further leave is granted under the provisions of this Article.

D. The Chief may require a medical examination of any Employee who reports their inability to report for duty because of illness or who in the Chief's opinion, may be suffering from any medical or psychological condition or otherwise be potentially unfit for duty. This examination shall be at the expense of the Town but on an Employee's time by a physician appointed by the Chief.

E. An injury, illness or disability, self-imposed, or resulting from the intential misuse of drugs or alcohol shall not be considered a proper claim for sick leave under this section.

F. In the event the Chief suspects abuse or observes a suspicious pattern of sick leave use, he may order that any such Employee on sick or injury leave will remain at home except for doctor visits or therapy and will notify the station of any need to leave for the foregoing reasons. No Employee on sick or injury leave shall work another job.

G. Accrued sick leave may not be used for the purpose of early retirement or severance pay.

H. Prior to an Employee's return to duty from sick leave under Section C above, the Chief may require certification from the Employee's physician that the Employee is fit for duty. He may further require an independent examination as per Section D above.

ARTICLE XII: HOLIDAYS

A. The following holidays (actual day, not day of observance), shall be recognized as legal holidays for the purpose of this Contract:

New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Independence Day (4th of July)
Patriots Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. The Chief, or his designee, upon receipt of a day off request for one of the holidays in Section A above from a full-time employee, will attempt to fill the shift of a full-time

Employee with another Employee, either full or part-time. A denial is not subject to the grievance procedure.

C. Full-time Employees required to work a regular shift (not "on call" or in response to an alarm, etc.) on any of the above mentioned holidays shall be paid at the rate of time and one-half (1 ½) of their base rate. In addition, they will receive credit for an extra shift off at some time in the future, or, at the Employee's option-which must be exercised during that pay period-they may receive an extra shift's pay (10 hours at base rate).

D. Holidays shall not be carried over into a new fiscal year unless so designated by the Chief or his designee.

E. To qualify for additional days off after working a holiday, the employee must have worked the regularly scheduled days immediately prior to and following the holiday or have been on full regular pay status. 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 the holiday, etc.).

F. A full-time Employee who is not scheduled to work on a holiday will receive credit for an extra shift off at some point in the future, or, at the Employee's option-which must be exercised during that pay period-they may receive an extra day's pay (10 hours at base rate only).

ARTICLE XIII: JURY DUTY

An Employee required to perform jury duty shall receive leave with pay for the duration of such duty. Employees will return to work as promptly as possible. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursements, and the Employee's regular compensation.

ARTICLE XIV: FUNERAL LEAVE

Full-time Employees will be granted funeral leave as specified in the Town's Personnel Plan.

ARTICLE XV: RECALL OVERTIME

The Town will not make a material change to its forced recall policy without giving the Union notice and the opportunity to bargain, and if so requested, bargain in good faith and to the point of agreement of impasse.

ARTICLE XVI: RESIDENCY

The Town's withdrawal of its proposal will not bar it from making a subsequent proposal on the subject at any time in the future. However, if requested, the Town will bargain in good faith to the point of agreement or impasse.

ARTICLE XVII: SENIORITY

Seniority shall be defined as the length of an Employee's continuous service in his or 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 service as a firefighter in the Mendon Fire Department.

B. The Chief will make an effort to grant preference to employees in the order of their seniority for vacations.

C. The Chief shall periodically forward to the Union an updated list of seniority.

D. An Employee who wants to request a leave of absence shall submit such request through the Chief to the Board of Selectmen. The Town, at the absolute discretion of the Board of Selectmen, may provide a full-time Employee with up to six (6) months unpaid leave of absence. A person returning from approved leave to a full-time position starts with the seniority he or she had when she he or she left. Leave may not be granted to take a job with another employer. This Article may not be grieved beyond Step 3.

ARTICLE XVIII: LAYOFF AND RECALL

A. In the case of layoffs or reduction of personnel, the laying off of Employees shall be determined primarily by length of service in the Fire Department job assignment, that is, except in circumstances where the Chief can show that such arrangement would not be in the best interest of the Town, the Employee with the least seniority, as defined in Article 15, in their job position shall be laid off first.

B. Reinstatement into the Fire Department job position shall be as follows: the Employee with the highest seniority shall be rehired or reinstated first, followed by the Employee with the second highest seniority and continuing in this manner.

C. Following a layoff, seniority shall be maintained for a period of twelve (12) months upon an Employee leaving the employ of the Mendon Fire Department in good

standing (i.e., not under discipline). At the end of twelve (12) months from the last employed date, if the Employee has not returned to work, the Employee loses accrued seniority and any recall rights. At that point, the Town has no obligation to re-hire such individuals. Recall rights expire after twelve (12) months.

ARTICLE XIX: GRIEVANCE AND ARBITRATION 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. Matters covered by statute or by-law shall not be handled as grievances, e.g., injured on duty claims, sexual harassments claims, F.L.S.A., MCAD, L.R.C., etc. All grievances shall be handled in accordance with the grievance procedures set forth herein. Reference to any period of days in this section shall not include Saturdays, Sundays or holidays.

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. No one 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 such grievance must also be filed with the Board of Selectmen.

Step Two: The Chief shall, unless he or she 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 or her return from such absence) attempt to resolve the matter with the Grievance Committee. If a satisfactory resolution 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 the 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 resolution 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 Massachusetts Department of Labor Relations 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. The arbitrator's authority shall be limited to matters involving the interpretation or application of the specific provisions of this agreement. The arbitrator may not modify, amend, delete or add to the terms of this contract. The arbitrator's decision shall not conflict with any federal or state law, nor any applicable municipal by-law. It may be appealed where it is unreasonable, expands the scope of arbitration beyond what has been agreed to in the Contract, or conflicts with applicable law.

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

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

ARTICLE XX: PENSION, HEALTH AND INSURANCE

The Town will provide insurance coverage to full-time Employees. No change will be made in the percentage of Town/Employee premium contributions or the amount of deductibles without providing the Union notice and, if requested, bargaining in good faith to agreement or impasse.

ARTICLE XXI: TELEPHONE

All Employees are required to have a telephone (not at Town expense). This enables contact under emergency conditions. Telephone numbers will not be made public. All telephone numbers shall be on file with the Fire Department and with the Dispatch Center.

ARTICLE XXII: TRANSPORTATION AND EXPENSES

The Department will pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by Employees who attend seminars, conferences, workshops, training sessions, if and only if said Employee attended the seminars or other programs at the request of and/or the advanced approval of the Chief. The Chief may specify limits on meals or lodging or other expenses.

ARTICLE XXIII: PROBATIONARY PERIOD

Newly hired Employees will be on a probationary status for one (1) year following their initial hiring as full-time 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 Chief reserves the right to modify the probationary period, provided that it is a reduction in time.

ARTICLE XXIV: BARGAINING UNIT COVERAGE

If during the term of this Agreement any new bargaining unit position is created within the Mendon Fire Department, the wages and salary benefits thereof, and also any other changes in the terms and conditions of employment of any or all members of the Union shall be subject to negotiations between the parties of this Agreement as per Massachusetts General Laws, Chapter 150E (i.e., The Town will provide notice to the Union and an opportunity to engage in good faith negotiations until either agreement or impasse is reached).

ARTICLE XXV: PROMOTION AND VACANCY POLICY

A. All non-temporary job openings, vacancies, transfers or promotions within the Mendon Fire Department will be posted at least one (1) calendar week in advance on the Fire Department Bulletin Board. Requirements, qualifications, duties, salary and job description, as well as any other pertinent information shall be set forth in such posted notice.

B. This promotion and vacancy policy will not apply to emergency or temporary appointments. The duration of such emergency or temporary appointment shall, in no case, exceed ninety (90) days unless it is no longer due to the need to replace an Employee who is on extended leave of absence, at training or on sick or injury leave.

C. Any job vacancy or new position within the department shall be posted for no less than seven (7) calendar days prior to outside recruitment by the department. The Town is free to hire from within or outside the department.

ARTICLE XXVI: REGULAR PAY

The pay schedule is attached as Exhibit A

ARTICLE XXVII: FAMILY AND 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.

ARTICLE XXIII: MILITARY LEAVE

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 XXIX: LONGEVITY

Longevity will be paid pursuant to the Town's Personnel Policy.

ARTICLE XXX: NO STRIKE/WORK ACTION

It is understood and agreed that the service 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. 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 and 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.

ARTICLE XXXI: AMERICANS WITH DISABLITIES 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 XXXII: MANAGEMENTS RIGHT

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: 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; transfer or promote; layoff because of lack of work or other legitimate reasons; establish 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; 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, Fire Chief 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 Fire 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 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;

-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 detail employees to other shifts or other duties Employees are readily available or to provide short term relief for Employees, such as lunch or break periods;

-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;

-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 Chief provides the Union with a copy of any new rules and, if the Union requests, bargaining over any changes in working conditions;

-to suspend, demote, discharge, or take other disciplinary action against Employees, 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 contact 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 Employee's training and ability, regardless of whether the exact duty is listed in a written job description.

The listing of management's 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 these changes as required by law.

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

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

ARTICLE XXXIII: DRUG 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 and then annually thereafter while he or she holds the position.

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.

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 of off duty and will subject Employees to discharge.

ARTICLE XXXIV: DEATH BENEFITS

Upon the death of a full-time firefighter, all accrued payments to which he or she was entitled will be paid to the deceased person's estate.

ARTICLE XXXV: ON CALL PAY

The Chief may establish a coverage system for times when shifts are not covered, currently between 11pm and 7am. Full-time firefighters who, subject to the Chief's permission, choose to remain "on call" in the station will receive a stipend of one hundred ($100) dollars per eight (8) hour "shift and those who choose to remain "on call" elsewhere (approved by the Chief or his designee) will be paid a stipend of seventy five ($75) dollars per eight (8) hour shift. If they respond to a "general alarm", they will be paid a two (2) hour minimum at their overtime rate; however, if they work into the start of an assigned shift, the overtime will last only until the start of such shift

ARTICLE XXXVI: UNIFORM ALLOWANCE

The Town will allow up to one thousand dollars ($1,000) each fiscal year for approved uniform parts and boot replacement. A maximum of two hundred ($200) may be used for cleaning. The Chief may specify the vendor, style and procedure for such replacement. The Town will continue to provide "turn out" gear at its expense. This Article is not grievable to arbitration.

ARTICLE XXXVII: SAVINGS CLAUSE

If any Section of this Agreement shall be held invalid by operation of law, or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE XXXVIII: TERMINATION

This Agreement will be effective upon signing and will continue to remain in full force and effect until June 30, 2015. At least seven (7) months prior to the expiration of this contract, either party may give written notice that it desires to negotiate a new Contract. Upon receipt of such notice, the parties agree to meet for the purpose negotiating a new agreement. So long as the parties are engaged in good faith negotiations, this agreement shall remain in full force and effect until a successor agreement is negotiated or impasse is reached.

THIS CONTRACT COVERS THE PERIOD OF JULY 1, 2014 TO JUNE 30, 2015. 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 Chief'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.

Mendon Permanent Firefighters Union
By:

Michael L. Zarella

Mark P. Bucchino

Charles V. Phipps

James Huth

Christiaan S. Polovitch

Town of Mendon
By:

Mike Goddard

Mark Reil

Rich Schofield

EXHIBIT A-PAY SCHEDULE

	2015
New Hire	$19.61
Second Year	$20.22
Third Year	$20.22
Fourth Year	$20.22
Top Step	$22.26
Lieutenant	$24.15
Asst. Chief	$26.15

EXHIBIT B-STIPEND SCHEDULE

Chief must approve Job Descriptions.

	2015
ALS Coordinator	$0.50
EMS Director	$0.50
Fire Inspector (Residential)	$0.50
Fire Inspector (Commercial)	$0.50
Paramedic	$2,000
SAFE	$1.00

**All stipends are per hour, except Paramedic which will be a lump sum during first month of budget.