

AGREEMENT

BETWEEN

PUBLIC EMPLOYEES LOCAL UNION 272

OF THE

MASSACHUSETTS LABORERS DISTRICT COUNCIL

OF THE LABORERS INTERNATIONAL

UNION OF NORTH AMERICA, AFL-CIO

ON BEHALF OF

THE MENDON TOWN HALL EMPLOYEES

AND

TOWN OF MENDON

JULY 1, 2015 to JUNE 30, 2018

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AGREEMENT

Agreement effective the 1st day of July 2015 , by and between the Town of Mendon, Worcester County, Massachusetts (hereinafter referred to as the Town or the Employer) and the Massachusetts Laborers District Council, Public Employees Local Union 272 (hereinafter referred to as the Union).

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

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

ARTICLE 1 CERTIFICATE AND RECOGNITION

The Town voluntarily recognizes Local # 272 as the exclusive bargaining representative with respect to wages, hours, and any other terms and conditions of employment for the following positions:

Town Accountant; Principal Assessor;
Highway/Conservation Administrative Clerk; Assistant
Treasurer/Collector; Senior Administrative Assistant/Board
of Health/Water; Administrative Assistant/Building
Department; Parks/Town Clerk Assistant; Council on
Aging Director and Children's Librarian, but excluding all
other positions in Town.

ARTICLE 2 DEFINITIONS

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

ARTICLE 3
DUES/AGENCY FEE CHECK-OFF

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

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

**ARTICLE 4
WORK WEEK**

Employees will perform their duties in accordance with the terms and conditions of this agreement under the direction of the Board of Selectmen or Department Head as applicable, or his or her designee or such other Supervisor the Town may appoint or assign.

- a) Two (2) Fifteen (15) minute breaks one (1) in the morning and one (1) in the afternoon, and a thirty (30) minute un-paid lunch.
- b) The current scheduled workweek for all employees covered by this Agreement consists of the following:

Town Accountant:

*Principal Assessor:

Assistant Treasurer/Collector: 32 hours (Monday - Thursday)

Senior Administrative Asst. /

Board of Health/Water: 40 hours (Monday - Thursday)

Administrative Asst. /Building Dept.: 37.5 hours (Monday - Thursday)

Parks/Town Clerk Assistant: 28 hours

Children's Librarian:

Council on Aging Director: 35 hours (Monday - Friday)

Highway/Conservation Clerk: 40 hours (Monday - Friday)

*The Principal Assessor shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Assessor's office.

It is recognized that in certain situations, members of the bargaining unit may have to devote time outside of the normal workweek to properly discharge such duties, and to that end, will be allowed a flexible work schedule as approved in advance by the Board of Selectmen or their designee, or the Board of Assessors of their designee.

Effective July 1, 2015, the parties agree to reorganize the Town Accountant position based on the Upton Model (18 hours per week).

Prior to making changes in the hours and work schedules of bargaining unit employees, the Board of Selectmen will provide the Union with written notice of the proposed changes and a reasonable opportunity to bargain over the impact of such changes.

**ARTICLE 5
OVERTIME**

Section 1.

All time worked over forty (40) hours in any week, shall be paid for at the rate of time and a half (1 1/2) payable as compensatory time. For the purpose of computing the forty (40) hours, time lost because of sickness (unless abuse is suspected or a pattern is detected), holidays, and/or vacation time shall be considered as time worked. All time worked above an employee's normal work schedule will be approved in advance by the Board of Selectmen or its designee, or where applicable the Board of Assessors or its designee.

Section 2.

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

Section 3.

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

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

Section 4 - Compensatory Time.

Unless the department has money available to pay for overtime work, all employees shall receive time and one-half (1 1/2) in the form of "compensatory time" for any hours worked over forty (40) hours in a work week. An employee may accumulate up to forty (40) hours of compensatory time which shall be used by the end of the year or with Department Head approval may carry over some or all unused time or the department head may choose to pay for some or all of such comp time hours at time and one-half (1 1/2) their normal rate. Employees may not use more than forty (40) hours of comp time in any month. Use of comp time requires mutual approval of the employee and the department head. It may be denied due to scheduling conflicts, workload or unavailability of replacement at other than overtime.

ARTICLE 6 VACATION

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

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

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

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

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

Notwithstanding the above language, any employee that had as of July 1, 2015, been eligible to accrue vacation days in excess of the five (5) weeks of paid vacation as a result of the prior "Twenty Years and Beyond" will continue to be eligible to earn the annual amount of vacation time that they were earning as of July 1, 2015.

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

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

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

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

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

Employees terminating employment will be eligible for payment of their unused vacation time. In the event of their death, payment will be made to the family's estate.

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

**ARTICLE 7
LEAVE**

Accrual of Sick Leave

"Full-Time" employees shall accumulate sick leave with pay not to exceed 15 working days for each year of service (at the rate of one and 1/4 days per month not to exceed 15 days). Employees hired after July 1, 2015 will accumulate sick leave at the rate of one day per month not to exceed 12 days. Accumulation of sick leave shall begin on the first working day of the month following employment. An employee shall be credited annually with the unused portion of sick leave granted under this section up to a maximum of 95 days.

Extended Sick Leave / Long Term Disability Insurance Policy

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

Use of Sick Leave

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

Notification

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

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

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

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

Sick Leave Bank

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

Workers' Compensation

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

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

Bereavement Leave

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

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

Military Leave

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

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

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

Personal Leave

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

Family & Medical Leave

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

Jury Duty

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

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

Small Necessities Leave

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

Sick Leave Incentive

An employee who uses no sick leave in one-half fiscal year (i.e., July 1 through December 31, or January 1 through June 30) will be entitled to receive one (1) personal leave day to be taken during the following one-half fiscal year. Such personal leave is non-cumulative. Such personal leave may be taken in one-half (1/2) day increments. Except in the case of unanticipated emergencies, the taking of personal leave shall require prior notice to and the approval of the department head.

ARTICLE 8 HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	1/2 day Thanksgiving Eve
Christmas Day	1/2 day on the last working day before Christmas
Independence Day	

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

"Full-Time" / part time 20 hour employees will be eligible (on a pro-rated basis) for time off for holidays without loss of pay, provided they report for work or have been excused from

work on the scheduled work day prior to, and immediately following the day the holiday is observed. This will not apply where abuse of sick leave is suspected or a pattern is detected. A doctor's note may be required in the Town's discretion.

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

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

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

"Full-Time"/"Part-Time" (20 hours) employees will be eligible for time off for holidays without loss of pay, provided they report for work or have been excused from work on the scheduled work day prior to, and immediately following the day the holiday is observed.

ARTICLE 9 SENIORITY

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

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

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

An employee recalled after a layoff within a one (1) year period shall not lose his/her continuity of service relative to seniority, rate of pay, vacation credit and/or any benefit program.

At the end of one (1) year from the last date employed, if the employee has not returned to work, the employee loses accrued seniority.

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

ARTICLE 10 GRIEVANCE PROCEDURE

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

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

Miscellaneous

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

Section 1: Definitions

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

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

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

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

Section 2: Right to Initiate and Prosecute Grievance

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

Section 3: Grievance Procedure

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

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

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

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

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

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

Section 4: Diligent Handling of Grievance

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

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

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

**ARTICLE 11
PENSION HEALTH AND INSURANCE**

Section 1:

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

Section 2:

Refer to Appendix B for current contribution rates.

**ARTICLE 12
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 Town Coordinator or the Board of Selectmen as well as with the Police Department and with the Dispatch Center.

**ARTICLE 13
PROBATIONARY PERIOD**

Newly hired employees will be on a probationary status for one year (i.e., 12 full months of actual work) following their initial hiring as "Full-Time" employees. "Part-Time" employees will start a probationary period if and when appointed full time. After completing a probationary period in one department, an employee that transfers to another department in the bargaining unit will be given 30 days to "try out" the new position, without a new probationary period and may

return to the prior position. For non-tenured employees, termination with notice is all that is required. A terminated probationary employee is not entitled to a just cause hearing and may not file a grievance.

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

**ARTICLE 14
REGULAR WAGES**

See Appendix A

Retroactive to July 1, 2015	1.75%
July 1, 2016	1.75%
July 1, 2017	1.75%

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

The parties agree that initial placement on the salary schedule shall be determined by the Board in accordance with the following guidelines. In most circumstances, new employees hired into the bargaining unit will begin at the lowest step of the salary schedule. All existing employees shall be placed on the salary schedule either at or above their rate of pay at the commencement of this Agreement.

Employees will not be eligible for annual advancement on the salary schedule unless they receive an average rating of "Satisfactory" (or other minimum acceptable standard) on their annual performance evaluation. If an employee is not subjected to a performance evaluation during a given year by management, the employee shall be deemed to have to receive an average rating of "Satisfactory" (or other minimum acceptable standard) on their annual performance evaluation and be eligible for annual advancement.

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

ARTICLE 15 PERFORMANCE EVALUATIONS

The performance evaluation system specified in the Town's Personnel Policy will not be altered substantially without providing the Union with notice and opportunity to participate in good faith impact bargaining negotiations as required by law.

Every employee that has completed their probationary period as defined in Article 13 of this Agreement shall receive an Annual Performance Evaluation. Unless otherwise agreed upon by the Town and the Union, employees will receive annual performance evaluations in writing between November 1 and December 1 of each year. An employees' rating on their Annual Performance Evaluation shall not be subject to the grievance procedure contained in Article 10. The Town may re-evaluate employees who received a substandard score more frequently, in addition to the Annual Performance Evaluation. (Should evaluations not be performed by December 15, the employee shall automatically advance to the next highest step of the salary schedule).

ARTICLE 16 DISCIPLINARY ACTION

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

- a) Chronic tardiness or absenteeism, or unauthorized absence from work.
- b) Unsatisfactory job performance.
- c) Conduct which violates General Laws c. 268A (Conflict of Interest).
- d) Possession or use of alcohol or controlled substances during working hours, or reporting to work under the influence of alcohol or controlled substances.
- e) Falsification of records, including application for employment, and obtaining sick, injury or bereavement leave under false pretenses.
- f) Conducting or engaging in any business activity that conflicts, or gives the appearance of a conflict, with Town employment.
- g) Abusive, harassing or threatening language or conduct towards the public or a fellow employee, including insubordinate conduct towards a supervisor, department head or other Town official.
- h) Willful misuse, misappropriation, destruction, theft or conversion to personal use of Town property, materials, equipment or funds.
- i) Engaging in political activity or conducting private business during working hours.
- j) Violating Town policies on safety, sexual harassment or others.
- k) Soliciting other employees during working time, excluding breaks and meal times, or distributing literature of any kind in work areas.
- l) All disciplinary action involving either a suspension or discharge shall be subject to the grievance and arbitration procedure of this contract. Written or oral reprimands (warnings) may not be processed to arbitration.

ARTICLE 17
DISCIPLINARY PROCESS

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

Oral Warning

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

Written Warning

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

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

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

ARTICLE 18
NO STRIKE/WORK ACTION

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

**ARTICLE 19
AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 20
MANAGEMENT RIGHTS**

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

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

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

- To determine the mission, budget and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;

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

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

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

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

**ARTICLE 21
LONGEVITY**

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

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

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

**ARTICLE 22
BULLETINING AND FILLING POSITIONS**

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

**ARTICLE 23
MILEAGE/TRAVEL ALLOWANCE AND PARKING**

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

**ARTICLE 24
LIMITED LIABILITY**

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

**ARTICLE 25
UNION ACTIVITIES**

Section 1:

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

Section 2:

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

**ARTICLE 26
TUITION REIMBURSEMENT PROGRAM**

If there is funding available and if an employee and his/her Department Head agree in advance that a particular course or courses of study has or have direct bearing on the employee's current position or the next position to which he/she aspires, and the Department Head gives approval in writing, then the Town will reimburse the employee the cost of tuition for the course or courses on a mutually agreed amount up to one hundred percent (100%) of said cost, subject to proof of satisfactory completion of the course or courses with no less than a grade of "B" and subject to the availability of funds in the department's budget.

**ARTICLE 27
VALIDITY**

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

**ARTICLE 28
STIPEND**

An employee holding the position of Accountant or Principal Assessor who has completed the necessary courses of study and training and has been awarded a certification by the statewide association of accountants or assessors as a certified accountant or Principal Assessor, as the case may be, shall receive a stipend of five hundred dollars (\$500.00) per fiscal

year. Effective July 1, 2010, increase stipend to one thousand dollars (\$1000.00) per fiscal year. In order to qualify for such stipend the employee shall submit to the Board of Selectmen proof of the award of such certificate. The stipend shall be prorated for any twelve (12) month period in which the employee is not so certified or does not hold the office of Accountant or Principal Assessor for twelve (12) consecutive months, and the stipend shall discontinue when certification is discontinued or withdrawn.

**ARTICLE 29
DURATION**

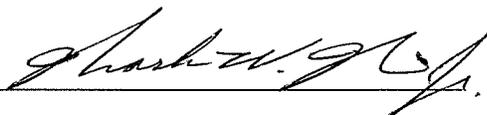
The provisions of this Agreement will be effective July 1, 2015 and will continue and remain in full force and effect through June 30, 2018 and the parties agree to meet no later than 180 days prior to June 30, 2018 to commence negotiations for a successor agreement.

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

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

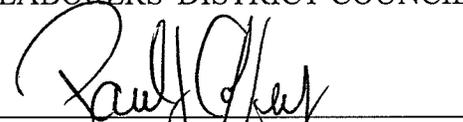
IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands this 5th day of October, 2015.

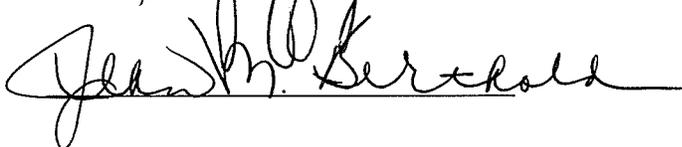
FOR THE TOWN OF MENDON:





FOR THE MASSACHUSETTS
LABORERS' DISTRICT COUNCIL





**APPENDIX A
WAGES**

(See attached compensation schedules)

- A. Prior to the application of the first general base salary increase that will take effect as of July 1, 2015, all employees that received a satisfactory evaluation in December 2014 shall be moved to the next appropriate step on the Compensation Plan.
- B. The following across-the-board base salary percentage increases shall take effect as of the following dates and in the following amounts:

Retroactive to July 1, 2015	1.75%
July 1, 2016	1.75%
July 1, 2017	1.75%

- C. Effective July 1, 2016 (second year of contract), the parties will adopt the recommended salary scale for bargaining unit members contained in the Collins Center Classification and Compensation Study (“New Salary Scale”), and increase the salary rates by the wage increase identified above (1.75%). An Employee’s initial placement on the New Salary Scale will be at the next highest rate to their existing place on the Town’s Compensation Plan. The parties agree that this placement on the New Salary Scale will be in lieu of any advancement that the employee may have been eligible as a result of receiving a “Satisfactory” Annual Performance Evaluation in accordance with Article 14 of the collective bargaining agreement.
- D. Effective July 1, 2017 (third year of the contract), in addition to the wage increase identified above (1.75%) employees that receive a “Satisfactory” Annual Performance Evaluation will be advanced to the next highest step on the New Salary Scale in accordance with Article 14 of the collective bargaining agreement.

APPENDIX B
HEALTH CARE CONTRIBUTION RATES

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