

AGREEMENT BETWEEN THE

TOWN OF MANSFIELD

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1702

COVERING THE PERIOD JULY 1, 2013 TO JUNE 30, 2016

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	RECOGNITION	1
2	UNION DUES	1
3	MANAGEMENT RIGHTS & NO STRIKE	1
4	DISCRIMINATION & COERCION.....	2
5	GRIEVANCE & ARBITRATION PROCEDURE	2
6	JOB SECURITY.....	3
7	STANDBY.....	3
8	LONGEVITY	3
9	SENIORITY	4
10	JOB POSTING & BIDDING.....	4
11	COMPENSATION	4
12	OVERTIME.....	5
13	HOURS	6
14	MEALS	6
15	BREAKS.....	6
16	CLEAN UP TIME	7
17	HEALTH & WELFARE.....	7
18	UNIFORMS & PROTECTIVE CLOTHING.....	8
19	HOLIDAYS	9
20	SICK LEAVE	9
21	VACATIONS	11
22	JURY DUTY	12
23	SAFETY	12
24	BEREAVEMENT BENEFITS	12
25	FIRING SQUADS	12
26	WEATHER CLAUSE	13
27	SPECIAL WORK	13
28	PERSONAL LEAVE.....	13
29	UNION REPRESENTATIVES.....	14
30	SPECIAL EQUIPMENT	14
31	COVERAGE.....	14
32	AGENCY FEE PROVISIONS	15
33	REST PERIOD	15
34	EMERGENCY WORK	16
35	EDUCATION ALLOWANCE.....	16
36	SAVING CLAUSE.....	17
37	MISCELLANEOUS PROVISIONS.....	17
38	DURATION.....	18
39	PERFORMANCE REVIEWS	19
40	HEALTH CLUB MEMBERSHIP	20
41	PROBATIONARY PERIOD.....	20
42	MEAL ALLOWANCE.....	21
	SIGNATURE PAGE	21
	HEALTH INSURANCE MEMORANDUM OF AGREEMENT.....	Appendix A
	WAGE SCHEDULES	Appendix B

ARTICLE 1

RECOGNITION

The Town of Mansfield (hereinafter referred to as the MMED or Employer) hereby recognizes Local 1702, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union) as the exclusive bargaining agent for all employees of the Mansfield Municipal Electric Department, exclusive of the Director, Superintendent, Treasury, Engineering, Computer Staff, Business Manager and Financial Assistants.

ARTICLE 2

UNION DUES

1. Employees shall tender the initiation fee (if any) and weekly membership due by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of this form, the Employer agrees to deduct, weekly, union membership dues levied in accordance with the Constitution of the union from the pay of each employee in the unit who executed such form and may remit the aggregate amount to AFSCME Council 93 along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of each month.

ARTICLE 3

MANAGEMENT RIGHTS AND NO STRIKE

1. Subject to this Agreement and applicable law the rights of the Employer, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights, whether exercised or not, included without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the MMED and its activities and to direct and control the work of its employees and the use of its properties, facilities and equipment, the right to establish duties, to require such standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine methods and procedures and to direct employees; the right to promote employees and to determine the necessity for filling a vacancy; the right to select and hire employees, the right to discharge, suspend, reprimand (for just cause); the right to lay off employees for lack of work, the right to promulgate and enforce all reasonable rules relating to policies, procedures, and operations, safety measures and the right generally to control and supervise the Department's operations and affairs.

2. The Union on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement it will not authorize, approve, participate or in any way encourage any strikes, work stoppage, slow down or the withholding of services, including paid extra-hour services, from the Employer, MMED.

ARTICLE 4

DISCRIMINATION AND COERCION

1. There shall be no discrimination by supervisor, superintendent or other agents of the Employer against any employee because of his activity or membership in the Union.

2. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

ARTICLE 5

GRIEVANCE & ARBITRATION PROCEDURE

1. A grievance is a dispute arising out of an alleged violation of the terms of this Agreement. All grievances will be submitted on the AFSCME grievance form (Appendix A) which shall be completely filled out prior to filing, including the facts giving rise to the grievance, the specific article and sections of the contract allegedly violated and the desired remedy. A grievance shall be processed in the following manner: (If the grievance involves an individual employee, he shall be present at all steps in the procedure).

Step 1. The Union Steward and/or Representative shall take up the grievance dispute in writing with the Director within 7 working days of the grievance or his knowledge of the grievance. Both parties agree that every effort will be made to settle this dispute at this step. The Acting Director may be substituted for the Director. The written grievance must state the following: the facts giving rise to the grievance, the specific article(s) and section(s) of the contract which were allegedly violated, and the desired remedy.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Light Plant Manager within 15 working days to the Director's response. The Manager shall have 15 days to respond.

Step 3. If the grievance is still unsettled, either party may, within 30 calendar days after the reply of the Director is due, by written notice to the other, request arbitration.

2A. The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision shall be final and binding upon the parties.

2B. With mutual agreement of the parties, arbitration proceedings may be conducted by the Labor Relations Connection pursuant to its rules and regulations. Its decision shall be final and binding on the parties. If there is no agreement to utilize the Labor Relations Connection for a given dispute, proceedings shall be conducted by the American Arbitration Association pursuant to Section 2A above.

3. The Expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

4. Grievances involving disciplinary action shall be processed beginning at the first (1st) step. In making his decisions, the arbitrator shall not add to, subtract from, or modify the terms of this Agreement. Furthermore, the scope of the arbitrator's power shall be limited to an interpretation of the express language contained in this Agreement.

5. A grievance not initiated within the times specified in Steps 1, 2 and 3 shall be deemed waived unless both parties have agreed to an extension thereof in writing.

ARTICLE 6

JOB SECURITY

1. Non-probationary employees discharged or disciplined shall be given a written statement of the specific reasons for such actions.

ARTICLE 7

STANDBY

1. Employees working standby duty shall receive the following:

Fifteen (15) hours at regular pay for weekends.

Eight (8) hours at regular pay for holidays.

Two (2) hours per day at regular pay Monday – Thursday.

ARTICLE 8

LONGEVITY

After five (5) years of service	\$425.00 (\$.20/hour)
After ten (10) years of service	\$475.00 (\$.23/hour)
After fifteen (15) years of service	\$525.00 (\$.25/hour)
After twenty (20) years of service	\$625.00 (\$.30/hour)
After twenty-five (25) years of service	\$675.00 (\$.32/hour)
After thirty (30) years of service	\$725.00 (\$.35/hour)

Effective July 1, 2014, the annual longevity payments reflected above shall be included in each employee's base hourly rate of pay.

ARTICLE 9

SENIORITY

1. The continuous length of service of the employee in the bargaining unit shall determine the seniority of the employee. However, an employee who has severed his employment and returns to the Department shall regain his seniority after being in the service of the Department for twice the length of his absence.

2. In selecting candidates for promotion, the Employer shall consider the following factors:

- *Ability to perform the job
- *Work history and performance
- *Experience in related work
- *Education related to the position
- *Seniority

3. When two or more candidates are equally qualified upon review of the above factors, the senior of the candidates shall be promoted.

4. The principle of seniority shall govern and control in choice of vacation and any other matter in which preference is a factor.

ARTICLE 10

JOB-POSTING AND BIDDING

1. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days.

2. Employees interested shall apply in writing within the seven (7) day period. Within fifteen (15) days of the expiration of the posting period, the Employer will award the position in accordance with the provisions of Article 9.

ARTICLE 11

COMPENSATION

1. Compensation for this three-year Agreement shall be consistent with the wage schedule affixed hereto.

2. Employees may receive step promotions upon demonstrating satisfactory performance within six months of their last step increase, however, progression to the next pay

classification (for example, lineworker 2nd class to lineworker 1st class) shall not be granted for less than eighteen months experience in the lower pay classification unless experience has been accomplished through other equivalent employment. Employees promoted within a career progression from one pay classification to another (3rd class to 2nd class) shall be placed in a pay step higher than but closest to their current pay rate upon promotion. Employees must still, however, serve a minimum of eighteen months of satisfactory performance in the pay classification before they are eligible for promotion to the next higher pay classification (i.e. 1st class). This rule shall not apply to transfers between job rosters such as lineworker and meterperson.

ARTICLE 12

OVERTIME

1. Employees shall be paid overtime at one and one-half times their regular rate for all hours in excess of eight (8) hours in one day or (40) hours in one (1) week, except when making up for lost time or exchanging shifts with another employee, (with the approval of the department head), or the employee has worked more than sixteen (16) hours consecutively during an emergency.

2. If an employee works more than sixteen (16) consecutive hours doing emergency work, he or she shall be compensated at a double-time rate for all time exceeding sixteen (16) hours until such time as he or she is released from work for any reason.

3. In the event that an employee is called for work outside his normal scheduled hours he shall be guaranteed a minimum of four (4) hours pay (at time and one-half or double time, if applicable). "Call-outs" shall not overlap. An employee called for work outside of regular work hours shall be considered in a duty status for the entire four hour period of the call out. When the regular work day is extended by calling an employee in early or requiring an employee to remain later than the regular work day, the employee shall be paid for actual overtime worked at a rate of one and one half time regular pay, or double time, if applicable.

4. Overtime work shall be voluntary excepting in the case of emergency (of which the Employer shall be sole judge), but the Employer shall endeavor to distribute available overtime fairly and equally among the employees desirous of working overtime and shall keep records of overtime on a monthly basis, which records shall be available for inspection by a representative of the Union at all reasonable times.

5. When it is necessary to call in personnel from other areas to meet emergency conditions, such outside personnel shall be released from their work duties first when the work load lessens.

6. Approved leave with pay shall be synonymous with time worked for the purpose of this Agreement.

7. There shall be no discrimination against any employee who refuses to work voluntary overtime.

8. Employees assigned to work on a Sunday shall be compensated at double time for the time worked.

9. There shall be no stacking or pyramiding of premium overtime rates, except as expressly provided by the terms of this Agreement. (E.g., an employee working in excess of sixteen hours on a Sunday shall be entitled to double his or her regularly hourly rate, not double the double-time rate).

ARTICLE 13

HOURS

1. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, and each shift shall have a regular starting and quitting time.

2. Except for emergency situations, work schedules shall not be changed without posting at least three (3) days in advance, regular hours of work shall be continuous (except for lunch periods), no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) period.

3. A five (5) minute grace period shall be allowed for punching out at noon and at quitting time.

ARTICLE 14

MEALS

1. One-half hour (30 minute) meal time shall be scheduled for each shift, as near the middle of the shift as is reasonably practical.

2. When the nature of the work requires continuous operations, the employee shall be allowed twenty (20) minutes for lunch in any eight (8) hour period without deduction in pay.

ARTICLE 15

BREAKS

1. Employees' work schedules shall provide a rest period not to exceed fifteen (15) minutes during each one-half (1/2) day shift. The rest period shall be scheduled at approximately the middle of each one-half (1/2) hour shift; one (1) between the hours of 9:00 am and 9:30 am and the other between the hours of 2:00 pm and 2:30 pm.

2. Breaks for relief personnel shall be adjusted to meet the needs of the plant. Line crew and meter personnel will be granted their break times other than mentioned above if job conditions warrant a different break time. The immediate supervisor must use good judgment in scheduling these breaks.

ARTICLE 16

CLEAN – UP TIME

1. Employees shall be granted a five (5) minute personal clean-up period prior to the end of each shift.

2. Work schedules shall be arranged so employees may take advantage of this provision. The Employer shall make the required facilities available.

ARTICLE 17

HEALTH AND WELFARE

1. The group health insurance provided by the Town of Mansfield for its employees, shall be available to employees who so advise the Town of their desire to participate in such insurance program. The Town shall bargain with the union as required by law before switching or eliminating any plan.

2. Medical Insurance Coverage as follows:

As of July 1, 2004, the premium rate split will change to 70% Employer/30% Employee, provided all other bargaining units in the Town are adopting the 70/30 split pursuant to M.G.L. c. 32B. The Employer shall also offer a Tier 4 dental coverage plan, the premium of which shall be shared 50% employer/50% employee. Participation in the plan shall be voluntary on the part of the employee.

3. During the duration of this Agreement, the Employer has the right to re-open and impact bargain medical insurance if other bargaining units in the Town agree to change insurance contribution percentages.

4. The Memorandum of Agreement Regarding Health Insurance (Attachment A) shall expire on July 1, 2014. The Union agrees that the health insurance mitigation program currently in effect shall be subject to discontinuation, at the sole option of the MMED/Town of Mansfield, on or after July 1, 2014. The MMED/Town of Mansfield states its intent to review current mitigation practices before that date, and to formulate a proposal for a revised mitigation program. The MMED agrees to provide advance notification of such program and to meet with the Union to bargain over the impact of such changes during the term of this contract. The Union acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement. To the extent the Town of Mansfield formulates an employee committee to discuss potential changes to the mitigation fund, notice shall be provided to the Union, and its

membership shall be eligible to participate on the same terms and conditions as members of other Town of Mansfield bargaining units, subject to applicable law.

ARTICLE 18

UNIFORMS AND PROTECTIVE CLOTHING

1. The Employer shall require and promulgate a uniform with variations for the season and position. The Employer will adopt the Occupational Safety & Health Administration (OSHA) and NFPA 70E guidelines for protective clothing for performing work on and around high voltage electrical equipment.

2. Uniforms, protective clothing or protective devices shall be furnished to the employee by the Employer. The following items will be provided by the Employer on a repetitive basis according to following schedule:

1. Arc rated insulated coat – as required
2. Arc rated insulated overalls – as required
3. Arc rated sweatshirts blue or high visibility – 3 annually or as needed
4. Arc rated jacket/vest/coverall – choice of 1 annually or as needed
5. Arc rated helmet liner or balaclava – up to 2 per year or as needed
6. 100% cotton t-shirts with or without pockets – 5 each per year or as needed
7. 11 Arc rated high visibility long or short sleeve shirts for the line department per year; up to 3 annually for all other personnel in the unit.
8. Arc rated button-up long sleeve shirts, rented or purchased. If purchased, up to five per year or as needed.
9. Arc rated pants – 11 each per rental company agreement.

3. Employees are required to wear MMED uniforms at all times while on duty. If an item is damaged (with the exception of damage on the job), lost or stolen, the employee shall be responsible for the replacement cost.

4. The cost of maintaining the uniforms of protective clothing in proper working condition, (including tailoring) shall be paid by the Employer.

5. The Employer shall provide washing and drying facilities for the purpose of cleaning articles of clothing which are soiled in the course of the work day. The employee shall be responsible for the cleaning of the garments in the company provided facilities.

6. The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement.

ARTICLE 19

HOLIDAYS

1. All employees who work and are not required for the maintenance of essential services or emergencies, shall have the day off and shall be paid for at straight time compensation for the following legal holidays:

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

2. When employees are assigned to work on the twelve (12) holidays identified in Section 1 above, the employee shall be paid regular pay for the day plus double-time for time worked.

3. The above is a complete list of holidays to be observed. If a holiday occurs on Sunday and is observed on Monday, the Monday shall be considered as the payroll holiday. If the holiday falls on Saturday, a day off will be given in lieu thereof.

ARTICLE 20

SICK LEAVE

1. Employees shall be entitled to sick leave up to fifteen (15) days per annum, and unused sick leave shall be accumulated to one hundred and seventy-three (173) days. The Employer may require the employee to verify his illness by a physician's certificate. Employees must notify their supervisor immediately of any sickness requiring and absence.

2. Employees who receive Workmen's Compensation for injuries received from their employment may also receive the net difference between the Workmen's compensation payments and their regular weekly pay (take home pay after taxes) which shall be charged to accumulated sick leave.

3. Sick leave will be accrued on a weekly basis. Sick leave is for the protection of employees against loss of pay because of illness and shall not be payable upon separation from employment.

4. The Director may require any employee to undergo a medical examination to determine their fitness for duty. The choice of physician shall be at the discretion of the Employer and costs for said examination shall be borne by the Employer.

5. An employee receiving total workers' compensation benefits will continue to accrue sick and vacation days for up to six (6) calendar months.

6. If an employee receiving workers' compensation benefits is determined to be partially disabled pursuant to M.G.L. c. 152, §35, an employee injured on the job is expected to perform light-duty work for which they are medically capable, subject to the Director's discretion. Employees on light-duty will be able to work up to 24 hours per week earning their regularly hourly wage with additional compensation provided by the workers' compensation insurer pursuant to the formula in Ch. 152, §35.

7. If an employee on light-duty/partial disability status is receiving less net pay and benefits than the monetary benefits he or she received while totally disabled, the Employer will indemnify the employee up to the level the employee was receiving from the workers' compensation insurer while totally disabled.

8. Light-duty work is a temporary means to aid in the recovery of an injured worker and progression to eventual full duty function is the expectation of the modified work program. Light-duty work is not intended to exceed one (1) calendar year from the date of injury. An employee on light-duty status working more than twenty (20) hours per week will accrue full sick and vacation days. An employee working twenty (20) hours or less per week on light-duty will accrue sick and vacation days on a pro-rata basis.

SICK LEAVE BUY BACK PROGRAM

Bargaining unit employees shall have the incentive option of exchanging for compensation a certain number of sick days based upon their attendance for the prior twelve months according to the following schedule:

<u>Number of Sick Days Used</u>	<u>Compensation Days</u>
0	5
1	4
2	3
3	2
4	1

Participation is restricted to employees having accrued more than sixty (60) days of sick leave and the compensation may not reduce an employee's accrual below sixty (60) days.

For employees hired before July 1, 2011, the Employer, upon retirement or death of the employee, (to the surviving spouse in the case of death), shall pay 20% of the total sick leave

accumulated by the employee. Any employee who plans to retire on or before June 30, 2014 and provides written notice of this intent by December 31, 2013, shall be paid 25% of the total sick leave accumulated by said employee upon his or her retirement. Effective July 1, 2014, all buybacks for employees shall revert to 20%.

ARTICLE 21

VACATIONS

1. During the first year of service each employee earns one (1) week of vacation which can be taken between the seventh and twelfth month only. Thereafter, the following schedule shall apply:

After one (1) year of service, two (2) weeks vacation.

After five (5) years of service, three (3) weeks vacation.

For every year after five (5) years of service, add one (1) vacation day up to a maximum of 25 vacation days (5 weeks).

After thirty (30) years of MMED service, six (6) weeks vacation, effective July 1, 2008.

2. The service shall be continuous and a week's vacation shall consist of five (5) working days.

3. Upon death or retirement of an employee, an amount equivalent to his vested unused vacation for the year, apportioned to the date of retirement or death, will be paid to the employee or to his estate.

4. Vacation and sick time shall be accrued on a weekly basis and debited as used. An employee may not carry forward from one calendar year to the next calendar year an amount of vacation greater than his/her current annual accrual. At the conclusion of the calendar year, any accrued vacation time in excess of this amount will be forfeited by the employee. Further accumulation of vacation time over and above this limit must be used within the current calendar year or shall be lost at the expiration of the calendar year. Only when leave has been scheduled during the last month of the calendar year in advance and management requires the employee to work, shall the amount of carry over be increased by the amount of leave for the next calendar year only. The rate of accrual shall be adjusted on the employee's anniversary date as scheduled above.

If an employee is not able to bring his/her accrued vacation below the required limits due to workload or departmental needs, he/she may apply to the Manager of the MMED for an exception, which will not be unreasonably denied.

ARTICLE 22

JURY DUTY

1. The Employer shall make up the difference between the amount received by an employee for jury duty and his regular pay. The Employer reserves the right to require documentation from the court or Commissioner of Jury Service reflecting the employee's jury service and any payments received by him/her for that service.

ARTICLE 23

SAFETY

1. There shall be a Safety Committee consisting of two (2) designees of the Union and two (2) designees of management. The Committee shall meet at reasonable intervals upon the request of either side. The Committee may make recommendations to the Light Plant Manager concerning safety equipment and procedures.

2. Mansfield Electric Light Department and its employees shall adopt as a minimum safety standard, the practices defined in OSHA standards. It shall be incumbent upon both employees and employer to adhere to these safety standards.

3. Live line work will be performed using rubber gloves and rubber sleeves, where required, at voltages up to and including 13.8 KV nominal.

ARTICLE 24

BEREAVEMENT BENEFITS

1. Employee shall be paid for up to three (3) regularly scheduled contiguous work days for time lost due to deaths in their immediate families (parent, spouse, child, grandchild, brother, sister, grandmother, grandfather, or in-law resident in the employee's household). One (1) of the three (3) days may be deferred to accommodate an extension of funeral services (e.g., interment following cremation) upon notice to, and with the approval of, the Director of the Electric Utility. Such approval shall not be unreasonably withheld.

2. An employee whose presence is required at a funeral may be excused without loss of pay for the time attending the funeral, subject to the approval of the Director.

ARTICLE 25

FIRING SQUAD

1. Any employee shall be permitted leave without loss of pay to serve upon any Firing Squad or other delegation at funerals of deceased veterans upon request of any properly

authorized officer of any military organization or the soldier's relief agent, subject to the approval of the Director.

ARTICLE 26

WEATHER CLAUSE

1. No outside overhead or underground line work shall be performed during inclement weather unless the work is of an emergency nature. No outside yard or outside maintenance work of a long duration shall be performed during such inclement weather, said duration to be determined by Line Supervisor or Director. Inclement weather is defined as rainy or stormy weather or when the temperature is ten degrees or below or ninety degrees or above as measured by the SCADA System and declared by the Director or his designee.

ARTICLE 27

SPECIAL WORK

1. When MMED employees are requested to work outside of the MMED service area (power failure, storm damages, etc.) employees willing to accept shall be paid portal to portal and shall be paid at their respective rates of pay.

2. The provisions of Article 12, Section 2 shall not apply to special work performed by MMED employees outside of the MMED service area.

ARTICLE 28

PERSONAL LEAVE

1. The Director shall grant an employee four (4) days leave of absence with pay each year for the purpose of conducting necessary and important personal business provided that the employee submits a timely written request forty-eight (48) hours in advance. None of these four (4) personal days shall be charged against sick time.

2. In the event of an emergency, a telephone call may be accepted in lieu of a written request.

3. Personal leave is not to be carried over to the next fiscal year. Personal leave is not payable upon separation from employment.

ARTICLE 29

UNION REPRESENTATIVES

1. A written list of Union Stewards and other Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

2. Leave of Absence without loss of wages, benefits or other privileges shall be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organizations.

Designated Union Officials shall be granted a leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State Agencies concerning matters of importance to the Union and Employer.

The grievant and steward shall be granted release time without loss of wages, benefits or other privileges to attend arbitration hearings or other hearings at the State Labor Relations Board.

Witnesses called to testify at arbitration or other hearings shall be granted release time without loss of wages, benefits or other privileges.

All leave granted under this section shall require the prior approval of the Town Manager/Light Plant Manager. All leave requests shall be submitted in a timely fashion as soon as the employee is aware that their attendance is required.

Leave provided under this Section shall not exceed a cumulative of three (3) days of leave per calendar year for the bargaining unit.

ARTICLE 30

SPECIAL EQUIPMENT

1. Employees covered hereunder shall be reimbursed an amount not to exceed three hundred fifty dollars (\$350.00) per year for the purchase of work boots. Boots must meet the requirements for electrical work deemed appropriate by the safety committee. Reimbursement will be on an actual cost basis and a receipt will be presented to the Director for payment.

ARTICLE 31

COVERAGE

1. The MMED agrees to have qualified coverage to operate safety devices, radios, or circuit breakers in substations at all times that any personnel are within the work zone of high voltage lines. Such coverage may be afforded by either the presence of an operator at the plant

or by the operation of the SCADA system and radios from a remote location at the discretion of the Director.

ARTICLE 32

AGENCY FEE PROVISIONS

1. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit who chooses not to become a member of the Union and/or who does not wish to maintain membership in the Union shall pay to the Union an agency service provision fee which shall be commensurate with the cost of collective bargaining and contract administration.

2. No request to dismiss or suspend an employee for an agency service fee shall be honored so long as there is a dispute pending before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of G.L. Chapter 150E, Section 12 and 456 CMR 17:00, providing such action was timely filed pursuant to Commission Rule 15.03.

3. In accordance with the provision of General Laws, Chapter 150E, the Employer agrees to deduct agency service fees, as a condition of employment, from the salary of every employee in the bargaining unit who has executed an authorization for such deduction. The Town Treasurer shall transmit promptly after each pay period to the Union Treasurer the deducted Union agency fees together with a list of employees from those wages such agency fees have been deducted.

4. The Union shall indemnify and save the Employer and the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the agency fee and payroll deduction provisions in the Article, or in reliance on any assignment furnished to the Employer and the Town.

ARTICLE 33

REST PERIOD

1. Any employee who is required to work overtime between Midnight and the beginning of their normal work day will be entitled to a rest period equal to the number of hours worked (hour for hour), exclusive of 15 minutes travel time at the end of the shift, and a 20 minute lunch period, between Midnight and the beginning of their normal work day. The definition of such required overtime shall be work associated with Mansfield Municipal Light Department as directed by its management.

2. If such rest time and travel time extend into the normal work day, no deduction in pay will be made for the hours overlapping the normal work day. This rest time may be taken at the latter part of the work day. There shall be no banking of rest time.

3. Furthermore, in any 24 hour period, any employee who has worked 16 hours continuously, or more, shall be entitled to eight (8) hours rest time, excluding travel time and established lunch period. If such rest period should overlap employee's normal work day, he shall suffer no loss of pay for time involved, however, as stated above, no banking of time will be permitted.

4. If because of interruption to service, or other emergency (of which the Employer shall be the sole judge), this rest period is not possible in the next normal work day or such rest period runs into a day of relief or holiday, no compensating time off will be given.

5. Any employee, who in the judgment of the Director, is unfit for duty as the result of fatigue, illness, or other incapacitation shall be required to take either sick leave or vacation leave as determined by the Director until such incapacity is relieved.

6. While plowing snow for the Town, Employees of the MMED shall work under their own contract, including Article 33 Rest Period. If an employee leaves on rest time, he or she can be replaced by an employee reporting for their normal work day.

ARTICLE 34

EMERGENCY WORK

1. In a declared emergency, workers may be required to work 16 hours at a rate of time and one-half or double time as may be applicable and 8 hours off, regardless of the time of day. The declaration of an emergency is at the sole discretion of management.

2. This article will supercede other provisions in the collective bargaining agreement during the duration of the declared emergency. Therefore, Article 33- "Rest Periods"; Article 12- "Overtime"; or any other potentially conflicting article(s) will not apply during a declared emergency.

ARTICLE 35

EDUCATION ALLOWANCE

1. MMED will reimburse full-time employees for 90%, up to \$2,500 annually, for tuition expenses for any job-related coursework upon proof of successful completion of the coursework. The determination of whether coursework is job-related is the sole discretion of the Director and an employee must obtain the Director's approval before registering for any course in which the employee will seek reimbursement. The employee must still be employed by the MMED upon completion in order to receive reimbursement.

2. No reimbursement shall be made unless:
 - a.) The Director has authorized the taking of the course in advance upon the written request of the employee and has determined the course is job-related; and
 - b.) The employee provides adequate documentation of costs incurred and a grade of C (or its equivalent) or better in the approved course.

ARTICLE 36

SAVING CLAUSE

1. In the event that the MMED is sold, phased out, merged, or transferred to another company or organization, then the Commissioners of the MMED shall use all available legal means to assure that the hours, wages and conditions of employment, set for in this collectively bargained agreement, will continue to be binding under the new entity.

ARTICLE 37

MISCELLANEOUS PROVISIONS

1. Bulletin Boards – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to the Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

3. No discrimination – The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.

4. Access to Premises – The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 and/or Local 1702, to enter the premises at any time for individual discussion of working conditions for employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and provided that such visitation is performed with advance notification to the Director at a mutually agreed-upon time.

5. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

6. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit.

7. The Employer shall pay all work-related licenses required by the Department for the performance of respective positions.

8. This Agreement contains and constitutes the entire agreement and understandings between the parties arrived at through the collective bargaining process and supercedes any and all existing agreements and understandings between the said parties.

9. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement. The parties agree that an employee alleging a violation of this Section, (or any other form of discrimination or retaliation prohibited by law,) who files a charge with the Massachusetts Commission Against Discrimination (MCAD) and/or the Equal Employment Opportunity Commission (EEOC), or who files a claim of unlawful discrimination or retaliation in court, shall have elected an agency/judicial resolution of his/her claim, and the Union shall not thereafter file (or continue to pursue) a grievance or arbitration of such claimed violation under Article IV of this Agreement. This language shall not prevent the Union from pursuing and arbitrating a grievance under Article IV that is otherwise subject to grievance and arbitration under another applicable provision of the contract, even though the same or related facts constitute or support a pending discrimination or retaliation charge at the MCAD, EEOC or in court that is covered by the foregoing election of remedies language.

ARTICLE 38

DURATION

1. **Effective Date**

The signing of the Agreement by the authorized representative of the Union and the Employer shall constitute the effective date of this Agreement.

2. **Termination**

This Agreement will remain in effect for three (3) fiscal years July 1, 2013 to June 30, 2016. At the end of the last fiscal year, either party may terminate this Agreement provided such termination is transmitted through the Registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

3. Removal

Should neither party of this Agreement send a notice of termination as described in Section 2, this Agreement shall be considered to have been automatically renewed for another fiscal year.

4. Changes

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement following its termination, it is agreed that notice shall be mailed to the authorized parties signatory to the Agreement prior to November 1, 2015.

The party receiving such notice shall forthwith seek establishment of a meeting for purposes of discussions and amicable accommodation for the desired changes. Initial proposals will be exchanged at the first negotiation session. Nothing in the Article shall preclude either side from modifying any previous proposals during the course of the negotiations.

ARTICLE 39

PERFORMANCE REVIEWS

1. Automatic Progression for all Lineworker below 1st class and all new Apprentices upon satisfactory performance review.

2. Performance reviews will be done for employees in the following classifications of every year; Line Supervisor, Assistant Line Supervisor, Lead Lineworker, Lineworker First Class, Station Supervisor, Purchasing Clerk, Meter Supervisor, Meterworker First Class, and Meterworker Second Class. Advancement to, or continuation in Step 3 will be contingent on a satisfactory performance review.

3. Employees in Lineworker Classification below Lineworker First Class Step #2, will have performance review for each step advancement.

4. Each of the six categories examined in the performance review has five possible ratings, two below average, one average (or satisfactory or acceptable) and two above average. To advance a step, an employee must receive a performance review with no ratings below average. One rating below average for two successive years shall be considered unsatisfactory. In other words, an employee receiving two or more ratings below average on an evaluation, or an employee who receives one rating below average and fails to get back up to all average or better ratings on the following evaluation, shall automatically go back one step.

5. An employee who goes from Step#3 to Step#2 because of an unsatisfactory performance review will be given a subsequent performance review in six months. If his ratings are all average or above, he will be advanced to Step #3 again at this time. Performance reviews for the Line Supervisor, Meter Supervisor, and Purchasing Clerk will be done by the Director.

Performance reviews for all other classifications will be done by the immediate supervisor and approved by the Director. Performance reviews for Linemen will be done by the Line Supervisor, and Lead Lineworker and approved by the Director.

ARTICLE 40

HEALTH CLUB MEMBERSHIP

1. The Employer will reimburse an employee up to 90% for an individual annual gym membership, not to exceed \$500, upon an employee furnishing a paid receipt to the Employer.

2. If an employee is eligible for reimbursement for health club membership dues under his or her health insurance plan (e.g. Blue Cross), that amount must be applied to the health club cost, with the difference (up to \$500) to be reimbursed by Employer; however, the total amount reimbursed by the health insurer and Employer shall not exceed \$650 combined. No employee may receive an amount from the Employer and health insurer which exceeds actual costs of individual membership. The employee is responsible for inquiring into and, if applicable, obtaining health club reimbursement from his or her health insurance provider.

3. If an employee obtains a family health club membership, the employee must provide the Employer documentation from the health club detailing the individual and family rates and Employer will reimburse 90% of the individual rate (up to \$500).

ARTICLE 41

PROBATIONARY PERIOD

1. All persons hired into a bargaining unit position shall serve a probationary period of not less than six (6) months. During this probationary period, the employee shall be evaluated on at least a bi-monthly basis (every two months), and shall be provided with a copy of the written review which clearly outlines any area(s) where his or her performance may be unacceptable.

2. The Employer, with the agreement of the Union and the employee, may extend the probationary period for up to an additional six (6) months. This extension shall be in writing, and shall be signed by representatives of the Employer and Union, and by the employee. During any period of extension, the Employer shall continue to perform evaluations on at least a bi-monthly basis (every two months).

3. During an employee's probationary period, the Employer may elect to terminate his or her employment without recourse to this Agreement.

ARTICLE 42

MEAL ALLOWANCE

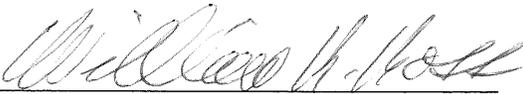
1. Employees called in for overtime work which does not immediately precede or follow regular scheduled hours shall receive a meal allowance after each five (5) hours of such overtime work.

2. An employee called into work one (1) hour or more immediately preceding his/her regularly scheduled work day shall be entitled to a meal allowance. An employee required to work two (2) hours or more overtime immediately following his/her scheduled work day shall be entitled to a meal allowance at the end of such two hour period and an additional meal allowance shall be granted for each additional five (5) hours of continuous overtime work.

3. Employees receiving meal allowances will be paid Five Dollars (\$5.00) for breakfast, Seven Dollars and Fifty Cents (\$7.50) for lunch, and Ten Dollars (\$10.00) for dinner.

This Agreement entered into this 4th day of March 2018.

TOWN OF MANSFIELD



William R. Ross, Town Manager

**THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO COUNCIL 93,
LOCAL 1702:**



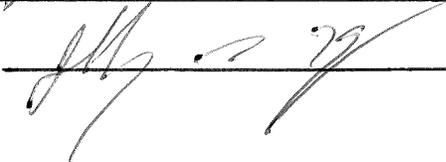
Karen Hathaway

Negotiating Team









APPENDIX A

Health Insurance
Memorandum of Agreement

RECEIVED

JUL 21 2011

Memorandum of Agreement Regarding Health Insurance

TOWN MANAGER'S OFFICE

This Memorandum of Agreement Regarding Health Insurance ("the Agreement") is entered into this ___ day of July, 2011 between the Mansfield Municipal Electric Department ("MMED") of the Town of Mansfield ("the Town") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1702 ("the Union").

WHEREAS, the MMED and the Union have reached agreement on a successor collective bargaining agreement covering the period July 1, 2010 through June 30, 2013; and

WHEREAS, as part of the negotiations resulting in that successor agreement, the MMED and the Union have reached agreement with respect to changes to the both the offerings and plan design of the HMO and PPO insurance currently provided by the MMED;

NOW THEREFORE, the parties agree as follows:

PRIOR AGREEMENTS VOIDED AND REPLACED BY THIS AGREEMENT

1. The MMED and the Union agree that this Agreement shall replace the prior agreement between the parties, dated January 30, 2008 and entitled "Health Insurance Agreement", which is appended as Appendix B to the current collective bargaining agreement between the Parties. The agreement dated January 30, 2008 shall no longer have any effect between the Parties, and this Agreement shall be substituted as Appendix B to the collective bargaining covering the period July 1, 2010 through June 30, 2013.

HMO BLUE PLAN TO BE DISCONTINUED
IMMEDIATE SWITCH TO HMO NEW ENGLAND VALUE PLAN

2. With respect to the HMO plan offered by the MMED, the Union agrees to switch from the current offering, Blue Cross/Blue Shield (BCBS) HMO Blue Plan, to BCBS HMO New England Value Plan. The Union agrees that the MMED may immediately discontinue offering the BCBS HMO Blue Plan, and that thereafter the BCBS HMO New England Value Plan shall be the only HMO plan offered by the MMED to Union members. The Union agrees that it has been afforded notice and the opportunity to bargain over this change, and that it has bargained with the MMED over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the MMED in making such change.

3. The MMED and the Union agree that the premium contribution split for the BCBS HMO New England Value Plan shall remain 70% employer/30% employee through June 30, 2014.

4. The MMED agrees to offer mitigation of co-payment costs to employees in the BCBS HMO New England Value Plan, in the amounts set forth on the attached schedule. The Union and its membership agree to follow such policies and practices as are currently in place with respect to the process for seeking mitigation and payment of same by the MMED. The Union further agrees that the MMED may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership.

5. The MMED agrees that it shall not make changes to the plan design of the BCBS HMO New England Value Plan offering through June 30, 2014. The Union acknowledges and agrees, however, that the amount of the premium, (and the amount of the resulting 70/30 contribution split), shall be subject to change on an annual basis. The Union further acknowledges and agrees that the MMED's commitment to make no changes to plan design shall not apply where changes to plan design are compelled by operation of law applicable to either the MMED or the Town, or by BCBS. In the event such changes do occur, the MMED shall provide as much advance notice as is reasonably possible in the circumstances.

6. The MMED and the Union agree that the switch to BCBS HMO New England Value Plan shall occur as soon as reasonably possible following execution of this Agreement between the Parties, and as soon as an open enrollment period can be established with BCBS. The Union and its membership agree to cooperate in this process.

BLUE CARE ELECT PLAN TO CONTINUE ON TEMPORARY BASIS UNTIL
MMED TRANSITIONS TO BCBS BLUE CARE ELECT VALUE PLAN

7. With respect to the PPO plan offered by the MMED, the Parties agree that Union members currently enrolled in the existing PPO offering, namely BCBS Blue Care Elect, shall be permitted to continue in this plan on a temporary basis, subject to the provisions of sections 8 to 11 below. During this period of time, the existing premium contribution split of 70% employer/30% employee shall be maintained, and the MMED shall continue to offer the existing mitigation of co-payment costs.

8. The Union agrees that the MMED may change from the current PPO offering, BCBS Blue Care Elect, to the BCBS Blue Care Elect Value Plan at any time following the execution of this Agreement, upon reasonable notice to the Union and its membership. The MMED states its intention to make such change as soon as possible; specifically, as soon as a similar agreement is reached with all other bargaining units representing employees of the MMED and the Town and/or at such time and in such manner as the MMED and/or the Town determines will otherwise comply with applicable law, including but not limited to M.G.L. c. 32B. The Union agrees that it has been afforded notice and the opportunity to bargain over this change, and that it has bargained with the MMED over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the MMED in making such change.

9. The MMED and the Union agree that the BCBS Blue Care Elect Value Plan shall be offered to employees with a premium contribution split of 70% employer/30% employee, through June 30, 2014.

10. The MMED agrees to offer mitigation of co-payment costs to employees in the BCBS Blue Care Elect Value Plan in the amounts set forth on the attached schedule. The Union and its membership agree to follow such policies and practices as are currently in place with respect to the process for seeking mitigation and payment of same by the MMED. The Union further agrees that the MMED may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership.

11. Following the change to the BCBS Blue Care Elect Value Plan, the MMED agrees that it shall not make changes to the plan design of the BCBS Blue Care Elect Value Plan offering through June 30, 2014. The Union acknowledges and agrees, however, that the amount of the premium, (and the amount of the resulting 70/30 contribution split), shall be subject to change on an annual basis. The Union further acknowledges and agrees that the MMED's commitment to make no change to plan design shall not apply where changes to plan design are compelled by operation of law applicable to either the MMED or the Town, or by BCBS. In the event such changes do occur, the MMED shall provide as much advance notice as is reasonably possible in the circumstances.

NO GRIEVANCES OR PROHIBITED PRACTICE CHARGES

12. The Union agrees that it will not file any grievance or prohibited practice charge concerning any of the changes to health insurance coverage as set forth in this Agreement. The Union reserves its right to file a grievance or prohibited practice charge in the event the MMED breaches any of its obligations as set forth in this Agreement.

For the
Mansfield Municipal Electric Dept.:

For
AFSCME Council 93, Local 1702:

APPENDIX B

WAGE SCHEDULES
FISCAL YEAR 2014

**FY14 Wage Schedule
AFSCME Local 1702
Mansfield Municipal Electric Department**

Position	Step 1	Step 2	Step 3
Line Supervisor	\$38.25	\$39.45	\$41.93
Asst. Line Supervisor	\$36.07	\$36.64	\$39.03
Lead Lineworker	\$34.65	\$35.51	\$37.81
Lineworker 1st Class	\$32.22	\$33.75	\$35.96
Lineworker 2nd Class	\$29.04	\$30.17	\$32.12
Lineworker 3rd Class	\$25.61	\$26.75	\$28.49
Apprentice Lineworker	\$23.31	\$24.03	\$24.86
Station Operator	\$32.22	\$33.75	\$35.96
Asst. Station Operator	\$29.04	\$30.17	\$32.12
Purchasing Clerk	\$28.92	\$30.05	\$32.02
Meter Supervisor	\$32.76	\$34.08	\$36.31
Meterworker 1st Class	\$28.38	\$29.20	\$31.11
Meterworker 2nd Class	\$26.10	\$26.58	\$28.33
Meterworker 3rd Class	\$23.57	\$24.34	\$25.93
Meter Reader	\$22.17	\$22.63	\$23.21

Note: FY14 Wages increased 2% above FY13 wages.

WAGE SCHEDULES
FISCAL YEAR 2015

FY15 Wage Schedule
AFSCME Local 1702
Mansfield Municipal Electric Department

Position	Step 1	Step 2	Step 3
Line Supervisor	\$39.02	\$40.24	\$42.77
Asst. Line Supervisor	\$36.79	\$37.37	\$39.81
Lead Lineworker	\$35.34	\$36.22	\$38.57
Lineworker 1st Class	\$32.87	\$34.43	\$36.67
Lineworker 2nd Class	\$29.62	\$30.78	\$32.76
Lineworker 3rd Class	\$26.12	\$27.29	\$29.06
Apprentice Lineworker	\$23.77	\$24.51	\$25.35
Station Operator	\$32.87	\$34.43	\$36.67
Asst. Station Operator	\$29.62	\$30.78	\$32.76
Purchasing Clerk	\$29.50	\$30.65	\$32.66
Meter Supervisor	\$33.42	\$34.76	\$37.04
Meterworker 1st Class	\$28.94	\$29.79	\$31.73
Meterworker 2nd Class	\$26.62	\$27.11	\$28.89
Meterworker 3rd Class	\$24.04	\$24.82	\$26.45
Meter Reader	\$22.62	\$23.09	\$23.67

Note: FY15 wages increased 2.0% above FY14 wages.

WAGE SCHEDULES
FISCAL YEAR 2016

FY16 Wage Schedule
AFSCME Local 1702
Mansfield Municipal Electric Department

Position	Step 1	Step 2	Step 3
Line Supervisor	\$40.19	\$41.45	\$44.05
Asst. Line Supervisor	\$37.89	\$38.49	\$41.00
Lead Lineworker	\$36.40	\$37.30	\$39.72
Lineworker 1st Class	\$33.85	\$35.46	\$37.77
Lineworker 2nd Class	\$30.51	\$31.70	\$33.75
Lineworker 3rd Class	\$26.91	\$28.11	\$29.93
Apprentice Lineworker	\$24.49	\$25.25	\$26.12
Station Operator	\$33.85	\$35.46	\$37.77
Asst. Station Operator	\$30.51	\$31.70	\$33.75
Purchasing Clerk	\$30.38	\$31.57	\$33.64
Meter Supervisor	\$34.42	\$35.80	\$38.15
Meterworker 1st Class	\$29.81	\$30.68	\$32.68
Meterworker 2nd Class	\$27.42	\$27.93	\$29.76
Meterworker 3rd Class	\$24.76	\$25.57	\$27.24
Meter Reader	\$23.30	\$23.78	\$24.38

Note: FY16 wages increased 3.0% above FY15 wages.