

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF MANSFIELD AND  
MANSFIELD PERMANENT FIREFIGHTERS,  
LOCAL 1820, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

On October 27, 2015, the negotiating team of the Town of Mansfield (the “Town”), acting subject to the concurrence of its Board of Selectmen – to whom the Town negotiating team agrees to recommend acceptance – and the negotiating team of the Mansfield Permanent Firefighters, Local 1820, International Association of Firefighters (the “Union”), acting subject to ratification by the membership of the Union – to whom the Union negotiating team agrees to recommend acceptance – agreed to the following terms and conditions for a successor collective bargaining agreement (the “Agreement”) that will be in effect for the period July 1, 2014 through June 30, 2017. The October 27, 2015 agreement of the parties was reduced to writing and executed by the parties in the form of the attached Term Sheet, the content of which, as amended by the parties on the date set forth below, is expressly incorporated into the following Memorandum of Agreement (“MOA”) between the Town and the Union.

1. All terms and provisions of the predecessor collective bargaining agreement, which was effective between the parties for the period July 1, 2011 through June 30, 2014 shall, except to the extent expressly modified by this MOA, be carried over intact into the successor Agreement. All references to dates in the successor Agreement shall be changed, as required, to reflect the term of the successor Agreement, unless otherwise provided for in this MOA.

2. All proposals by both the Town and the Union, advanced during negotiations (including mediation) through and including the date of this MOA, are deemed withdrawn without prejudice or precedent, unless expressly reflected in the terms of this MOA.

3. Except as expressly set forth herein, monetary payments shall not be retroactive.

4. The parties agree that this MOA shall be subject to concurrence by the Mansfield Board of Selectmen, ratification by the membership of the Union, and funding in accordance with applicable law, including but not limited to convening a Special Town Meeting as may be required for funding of any or all economic provisions set forth in this MOA. To the extent funding by a Special Town Meeting is required, the Town agrees to use its best efforts to schedule such meeting in June 2016.

5. Housekeeping

Change “Lieutenant” to “Lieutenant and Captain” and change “Lieutenants” to “Lieutenants and Captains” throughout contract, as appropriate.

6. Article 4 – Uniforms and Clothing Allowance

Section B

Delete existing first sentence and replace with the following:

“Effective July 1, 2015, all uniformed employees will be given a uniform allowance of \$750.00 per year. Effective July 1, 2016, all uniformed employees will be given a uniform allowance of \$850.00 per year. Effective July 1, 2017, all uniformed employees will be given a uniform allowance of \$950.00 per year.”

The parties agree that this payment shall apply retroactively.

Add the following new sentence at the end of Section B:

“All clothing purchases must be completed, and all requests for reimbursement must be submitted, no later than June 1 of each year.”

7. Article 5 – Overtime

Section J

Add new Item 6, as follows:

“All training must be completed, and all requests for payment must be submitted, no later than June 15 of each year.”

8. Article 6 – Sick Leave Program

Section H

Per attached Term Sheet, replace existing Section with the following:

“Employees hired before July 1, 2015 and who retire from the department, or who die while in service, shall be paid twenty percent (20%) of their unused sick leave based on twelve (12) hour tours.”

Section I

Change “five (5) tours in each year” to “ten (10) tours in each year.”

9. Article 7 – Holidays

Add the following at end of existing Article:

“In addition to the holidays set forth above, each employee shall also receive one (1) floating holiday per year. This holiday shall consist of twenty-four (24) hours, which may be used in four (4) hour increments, and will not be charged to sick leave. The Chief shall be notified forty-eight (48) hours in advance, except in cases of emergency. Leave shall be granted subject to the approval of the Chief, and shall not be unreasonably withheld.”

10. Article 8 – Health Insurance

Per attached Term Sheet, add the following language at the end of existing Article:

“The Union agrees that the health insurance mitigation program currently in effect shall be subject to modification in the discretion of the Town on or after July 1, 2014, subject to the provisions of this paragraph. The Town states its intent to reconvene the employee committee to review current mitigation practices and to formulate a proposal for a revised mitigation program. The Union shall be entitled to participate in the employee committee on the same terms and conditions as members of other Town bargaining units, subject to applicable law. The Town agrees to provide advance notification of any modifications to the mitigation program, and to meet with the Union to bargain over the impact of such changes occurring during the term of this collective bargaining agreement. The Union acknowledges that such bargaining shall not reopen any other terms or the collective bargaining agreement.”

11. Article 9 – Wages, Longevity and EMT Pay

Section A

Housekeeping – delete sentences detailing wage increases effective on July 1, 2011; July 1, 2011; July 1, 2012.

Per attached Term Sheet:

Effective July 1, 2014: 2.0% increase to Annual Salary Schedule. The parties agree that this payment shall apply retroactively.

Effective July 1, 2015: 2.0% increase to Annual Salary Schedule. The parties agree that this payment shall apply retroactively.

Effective July 1, 2016: 3.0% increase to Annual Salary Schedule. The parties agree that this payment shall apply retroactively.

Sections B & C

Effective July 1, 2016, increase differential in Section 9(B) from 9.0% to 10.34%  
Effective July 1, 2016, increase differential in Section 9(C) from 6.75% to 7.755%

Effective June 30, 2017, increase differential in Section 9(B) from 10.34% to 11.34%  
Effective June 30, 2017, increase differential in Section 9(C) from 7.755% to 8.505%

The parties agree that this payment shall apply retroactively.

Section D

Per attached Term Sheet:

Effective July 1, 2014: Increase EMT-P differential from 4.0% to 5.0%  
Effective July 1, 2015: Increase EMT-P differential from 5.0% to 6.0%  
Effective July 1, 2016: Increase EMT-P differential from 6.0% to 7.0%

The parties agree that this payment shall apply retroactively.

Section K

Housekeeping – delete this Section

New Section

Per attached Term Sheet, add new section as follows:

“The Union agrees that the Town may change pay from weekly to bi-weekly without need for further bargaining if the Town obtains the agreement of all other unions to convert to bi-weekly pay, and so long as the Town provides a minimum of six (6) months advance notice to affected bargaining unit members and makes the conversion to bi-weekly pay during a calendar month in which the employees will receive three (3) paychecks.”

12. Article 14 – Tuition and Education Incentives

Delete existing first paragraph and replace with the following:

“Upon completion of their initial Probationary Period, each employee who completes a course in an accredited school or college in the fields of Fire Science, Fire Protection Engineering, Public Administration, Fire Investigation and Cause and Determination, or an associated course of study, (which shall be previously approved by the Fire Chief prior to pursuing such a degree), shall receive reimbursement of the tuition and fees actually paid, up to \$1,500.00 per course, four (4) courses maximum per year, subject to the

following reimbursement schedule: 100% for grade of "A"; 85% for grade of "B"; 75% for grade of "C"; no reimbursement for grade of D, F or any failure to successfully complete the course. Course requests must be submitted no later than November 30<sup>th</sup> of each year. No such payment shall be made unless the Fire Chief has, in writing, authorized the taking of the course in advance to the employee involved."

Delete existing third paragraph and replace with the following:

"Reimbursement of tuition and fees shall be paid upon evidence of satisfactory completion of each course. All grades and requests for reimbursement shall be submitted no later than June 15. Payments under this Article shall be made forthwith when due."

13. Article 15 – Extra Paid Details

Per attached Term Sheet, delete existing first sentence of fourth paragraph, which begins "All extra paid details shall be compensated for at the rate..." Replace with the following:

"All extra paid details for the Town or for non-profit organizations shall be compensated for at the rate of time and one-half the employee's base rate of pay. All other extra paid details shall be compensated for at the rate of time and one-half the employee's base rate of pay plus four-dollars (\$4.00) per hour."

The parties agree that this provision shall become effective upon ratification by the Union and concurrence by the Board of Selectmen. The Town agrees to present this MOA to the Board of Selectmen for concurrence at its first available meeting following ratification by the Union.

14. Article 18 – Limited Duty

Rename this Article "Limited Duty – Injured While on Duty"

Section B

Delete Item #12.

Section I

Add new Section I as follows:

"Limited Duty employees will be allowed, with at least 24 hour notice, to be released without loss of pay or benefits for Medical Appointments directly related to the injury(ies)."

15. Article 18A – Limited Duty – Injured While Not on Duty

Per attached Term Sheet, create new Article entitled “Limited Duty – Injured While Not on Duty” with content as set forth in attached document.

16. Article 20 – Duration

Update this Article, Cover Page and other applicable sections of the Agreement to reflect a three (3) year agreement commencing on July 1, 2014 and ending on June 30, 2017.

17. New Article 22 – Residency

Add the following language as a new Article:

“All Firefighters employed by the Mansfield Fire Department, and hired after 7/1/15, must reside in the following towns: Mansfield, Norton, Foxboro, Easton, North Attleboro, Attleboro, Plainville, Sharon, Taunton, Norfolk, Walpole, Stoughton, Brockton, Avon, Canton, Norwood, Medway, Franklin, Wrentham, Seekonk, Dighton, Bridgewater, West Bridgewater, East Bridgewater, Abington, Holbrook, Randolph, Westwood, Medfield, Millis, Rehoboth, Whitman or Bellingham.

All Firefighters, currently employed as of July 1<sup>st</sup> 2015, may continue to reside in the following towns if they are already residing there: Blackstone, Millville, Mendon, Hopedale, Milford, Holliston, Dover, Sherborn, Natick, Needham, Dedham, Milton, West Roxbury, Boston, Quincy, Braintree, Weymouth, Hingham, Hanover, Rockland, Hanson, Halifax, Middleboro, Lakeville, Freetown, Berkley, Swansea, Somerset.”

18. New Article 23 – Field Training Officer

Add the following language as a new Article:

“1. There will be one Field Training Officer (FTO) for each of the four groups, who shall be selected using the same bid process now used to fill other stipend positions, with the additional provision that the two EMS coordinators will have input in the process.

2. In order to be eligible to bid for an FTO position, an employee must be a Paramedic with a minimum of two years’ experience with the Town of Mansfield Fire Department.

3. The Town shall annually pay a stipend of one thousand dollars (\$1,000.00) to each of the four (4) selected FTOs on or before June 30<sup>th</sup> of each year.

4. Each selected FTO shall attend and be compensated for attending an initial, four (4) hour orientation class at a date to be announced.

5. When an employee is performing FTO duties with a Paramedic intern, such member shall be paid at the same hourly rate as the Officer-in-Charge on that date.

6. The duties of the FTO will include daily QAQI and will be outlined in the QAQI program.

7. Holding an FTO position will not exclude such employee from holding other stipend positions.”

19. Withdrawal of pending charge and arbitration.

The Town agrees to withdraw, with prejudice, its pending charge of prohibited practice with the Department of Labor Relations, MUPL-15-5018, upon ratification of this MOA by the Union and concurrence by the Board of Selectmen.

The Union agrees to withdraw, with prejudice, its pending arbitration before the American Arbitration Association, AAA No. 01-15-0005-1675, upon ratification of this MOA by the Union and concurrence by the Board of Selectmen. The Union further agrees that it shall not refile a grievance or demand for arbitration challenging the Town’s current method of calculating the rate of pay for employees acting out of grade under Article 9(A) prior to the parties having engaged in negotiations for a successor collective bargaining agreement.

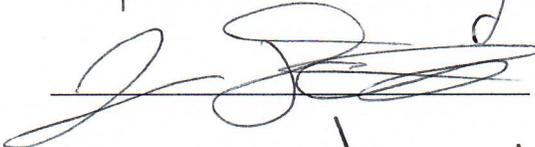
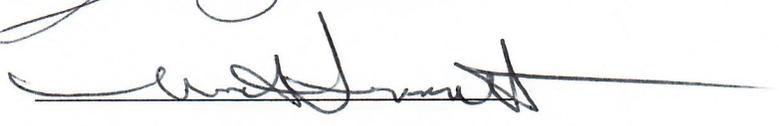
Executed this 11<sup>th</sup> day of April, 2016

For the Town of Mansfield

  
\_\_\_\_\_  
William R. Ross, Manager

  
\_\_\_\_\_  
Neal Boldrighini, Fire Chief

For the Mansfield Permanent Firefighters

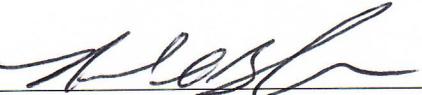
  
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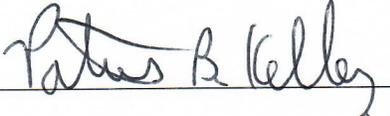
**Addendum to the MOA dated 4/11/16 between The Town of Mansfield  
and The Mansfield Permanent Firefighters Local 1820 IAFF**

For the purposes of retroactive payments under Article 4. B. in the 2014-2017 CBA. Retroactive payment will be applied as follows: The \$50 retroactive payment from 2014-2015, and the \$150 retroactive payment from the 2015-2016 clothing article in Section 4.B. for a total of \$200 will be applied to the 2016-2017 fiscal/contract year as a 1 (one) time addition to the \$950 permanent allowance. Therefore the total clothing allowance for the fiscal/contract year 7/1/2016 – 6/30/2017 will be \$1150 and will return to the \$950 figure annually after the fact.

Signed:

William Ross (TOM)  Date: 5-10-16

Neal Boldrighini (TOM)  Date: 5/9/16

Patrick Kelley (L1820)  Date: 5/4/16

Justin Desrosiers (L1820)  Date: 5/4/16

Robert Merritt (L1820)  Date: 5/4/16