

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF MANSFIELD AND  
THE MANSFIELD POLICE ASSOCIATION, MEMBER OF THE  
MASSACHUSETTS COALITION OF POLICE**

The negotiating team of the Town of Mansfield (the "Town"), acting subject to the concurrence of the terms set forth in this Memorandum of Agreement ("MOA") by its Board of Selectmen – to whom the Town negotiating team agrees to recommend acceptance – and the negotiating team of the Mansfield Police Association, Member of the Massachusetts Coalition of Police (the "Union"), acting subject to the ratification of this MOA by the membership of the Union – to whom the Union negotiating team agrees to recommend acceptance – hereby mutually agree to the following terms and conditions of a settlement for a successor collective bargaining agreement (the "Agreement") that will be in effect for the period July 1, 2014 to June 30, 2017.

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by both the Town and the Union, advanced during negotiations through and including the date of this MOA, are deemed withdrawn without prejudice or precedent, unless expressly reflected in the terms of this MOA.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 may be 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 and ratification by the membership of the Union. All monetary provisions set forth in this MOA shall be subject to funding in accordance with applicable law.

5. Article II – Bereavement Leave

In the first sentence, increase from "three (3) days" to "four (4) days" the amount of bereavement leave provided following death of immediate family member.

6. Article III, Section B – Clothing Allowance

Add the following at the end of the existing language in this Section:

“All members of the force shall be supplied, upon initial assignment as a bicycle officer for the Town, with the following equipment: Helmet; approved bike shirt, long pants, short pants, jacket, gloves and black sneakers. All members of the force shall be supplied, upon initial assignment as a motorcycle officer for the Town, with the following equipment: Helmet; motorcycle breeches; boots; gloves; leather shoulder belt strap; reflective cross-straps. After an officer’s initial outfitting as a bicycle or motorcycle officer for the Town, replacement of the foregoing equipment, (or the purchase of any supplemental equipment), shall be the responsibility of the officer, who may utilize his/her clothing allowance under Section (C) below for such purchases.”

7. Article V, Section D – Sick Leave Program

Amend existing second sentence to read as follows:

“Unused sick leave shall be accumulated with no limit, effective July 1, 2006; with the exception that upon retirement or in the event of the death of an employee hired on or before March 1, 2015, the Town will buy back up to twenty percent (20%) of all accumulated but unused sick leave to a maximum of one hundred seventy-three (173) days at the then current rate of pay.”

8. Article IX, Section C – Union Business Leave

Housekeeping: Remove reference to “Massachusetts Police Association” and replace with “Fraternal Order of Police.”

9. Article XI – Medical Insurance

Add the following language at the end of existing second paragraph:

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

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

10. Article XII – Wages

Add new Section (G) as follows:

“The Association 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) pay checks.”

11. Article XIII – Career Incentive Pay

Delete existing Article in its entirety and replace with the following:

“ARTICLE XIII  
Career Incentive Pay and Tuition Reimbursement”

(A) Quinn Bill

The Town of Mansfield will implement the provisions of Massachusetts General Law Chapter 41, Section 108L, commonly referred to as the Quinn Bill, for those officers of the department eligible for the career incentive under the statute and hired before June 30, 2003. For existing Quinn Bill recipients, the Town will accept one hundred percent (100%) of the Quinn Bill in the event the Commonwealth fails to fund Quinn in the future.

(B) Career Incentive Pay

Officers hired on or after July 1, 2003 will only be eligible for educational incentive stipends in the following amounts: Associates Degree – 5% of base pay; Bachelor’s Degree – 10% of base pay; Master’s Degree – 12.5% of base pay. Career Incentive will be added to the employee’s base for purposes of overtime and other differential pay.

To be eligible for Career Incentive Pay, an officer must have obtained his/her degree from an accredited college or university located in the Commonwealth of Massachusetts, and such degree must be related directly to Police Sciences, Law Enforcement or studies relating to Public Administration, Police Investigations, etc. The Chief, with the approval of the Town Manager, may approve Career Incentive Pay for an officer under this section based upon a degree in an area other than those listed above, if they believe that the attainment of the degree serves to benefit the Town or the officer’s conduct of duties for the Town. Decisions concerning the eligibility of alternate degrees for Career Incentive Pay shall not be subject to the grievance or arbitration procedure.

(C) Former Military Personnel Pursuing Degrees

In recognition of the fact that some military personnel may have deferred educational opportunities due to their military service, the Town agrees to pay a stipend (added to base) of three percent (3.0%) for an officer with prior military service pursuing an Associates or Bachelor's Degree while employed as a police officer for the Town. To be eligible, an individual must be actively employed as a Mansfield police officer, must be honorably discharged from military service, and matriculating in an Associates or Bachelor's degree program at an accredited college or university located in the Commonwealth of Massachusetts. The officer must at all times be enrolled in, and making satisfactory progress in the degree program to continue to be eligible for this stipend. The attainment of the degree must be continuous in nature without breaks, (enrolled in at least one course at a time), except for summer vacation. If at any time the officer quits the degree program, or otherwise fails to make continuous and satisfactory progress, before attaining the degree, the 3.0% stipend will be immediately eliminated from his/her pay. Upon successful completion of the degree program, employee will then be eligible for Career Incentive Pay as outlined in paragraph (B) of this section.

(D) Tuition Reimbursement

Officers enrolled in approved courses of study at an accredited college or university located in the Commonwealth of Massachusetts will receive reimbursement of the college tuition, fees and books for the course(s). Officers will be reimbursed for a maximum of two courses per semester to a maximum of \$1,500 per course or \$3,000 per semester or four courses per year to a maximum of \$6,000 per year.

An officer who successfully completes the course with a grade of "C" or equivalent shall be reimbursed for 50% of the cost of tuition subject to the above limit. An officer who successfully completes the course with a grade of "B" or equivalent shall be reimbursed for 100% of the cost of tuition subject to the above limit.

Course requests shall be made in writing and approved in writing by the Police Chief in advance of the start of the course, no later than November 30<sup>th</sup> of each year. Approval shall not be unreasonably withheld.

Continuing Education Incentive will be paid upon completion of each course, as shown on an official transcript or an acknowledgment by the college that the employee has completed the course.

(E) "Accredited" College or University

For purposes of Sections (B), (C), or (D), the term "accredited college or university" shall mean institutions accredited by the New England Association of Colleges and Secondary Schools or approved by the Massachusetts Board of Education."

12. Article XXIV – Duration

Update this Article 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.

13. Appendix A – Salary Schedules

Replace existing Salary Schedules with the schedule set forth below, covering the period July 1, 2014 through June 30, 2017, inclusive:

Appendix A – Wage Schedule

Patrolman						
	Step 1	Step 2	Step 3	Step 4	Step 5	10 year
2014 Steps	\$44,842.37	\$48,080.22	\$50,587.81	\$57,169.84		
7/1/2014 - 6/30/15	\$46,654.00	\$49,470.00	\$52,631.56	\$55,789.45	\$59,160.00	
7/1/2015 - 6/30/16	\$47,587.08	\$50,459.40	\$53,684.19	\$56,905.24	\$60,343.20	\$62,153.50
7/1/2016 - 6/30/17	\$49,014.69	\$51,973.18	\$55,294.71	\$58,612.40	\$62,153.50	\$64,018.10

Sergeant				
	Step 1	Step 2	Step 3	12 Year
2014 Steps	63,471.55	<del>66,315.80</del>		
7/1/2014 - 6/30/15	\$67,320.00	\$69,339.60		
7/1/2015 - 6/30/16	\$68,666.40	\$70,726.39	\$72,848.18	
7/1/2016 - 6/30/17	\$70,726.39	\$72,848.18	\$75,033.63	\$77,284.64

*Note, 057.80*

The Town agrees to red-circle any officer employed by the Town on or before June 30, 2014 with respect to Step 4 during the period July 1, 2014 through June 30, 2016. This means that the Step 4 pay-rate for any officer employed by the Town on or before June 30, 2014 shall be \$57,169.84 through and including June 30, 2016. Officers hired on or after July 1, 2014 shall proceed through Step 4 as indicated on the new salary schedule.

The Association and the Town agree that each officer covered by the Agreement shall receive a lump-sum payment providing a retroactive adjustment of straight-time and overtime pay, retroactive to July 1, 2014. The Town shall make such lump-sum payment on the first or second regularly-scheduled pay date following ratification of this Agreement by the Association and concurrence in this Agreement by the Selectmen.

14. Vacation Side Letter

Append the following side letter to the 2014-2017 Agreement. The parties agree that this side letter shall expire by its terms and be removed from the Agreement effective June 30, 2017:

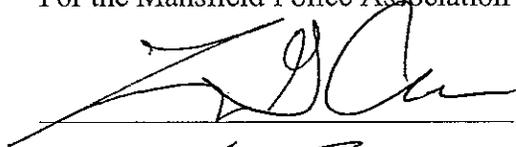
During the first year of the agreement (July 1, 2014 - July 1, 2015) the vacation allotment shall remain in a July to July allotment phase. Beginning on July 1, 2015 the allotment shall revert to the language reflected in the contract. As a means of transition, Effective July 1, 2015, all members will receive a pro-rated amount of vacation time until their anniversary date. On their anniversary date, they will receive their entire amount of vacation for the following year.

Executed this 20<sup>th</sup> day of February, 2015

For the Town of Mansfield

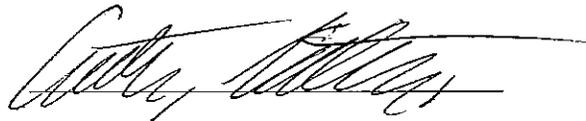
For the Mansfield Police Association

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

  
\_\_\_\_\_

  
\_\_\_\_\_  
Ronald Sellon, Chief of Police

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_