

AGREEMENT

Between

THE TOWN OF MANSFIELD

And

SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION

CLERK'S UNIT OF TOWN OF MANSFIELD

Effective July 1, 2014 through June 30, 2017

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**ARTICLE I
RECOGNITION**

The Town of Mansfield (hereinafter referred to as the Town) hereby recognizes the Southeastern Public Employees Association (SPEA) (hereinafter referred to as the Union) as the exclusive bargaining agent for the clerical and bookkeeping employees in the Town Hall Accountant's, Assessor's, DPW, Social Services, Town Clerk, and Treasurer/Collector's offices, excluding all elected, confidential and supervisory personnel as well as the police clerk and accounting officer, and part-time employees regularly working less than 20 hours per week.

**ARTICLE II
MANAGEMENT RIGHTS AND NO STRIKE**

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, include, without being limited to, all rights and powers given the employer by law; the right to operate, manage and control the Town Hall 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 or reprimand employees (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.

The Union on its own behalf, and on behalf of each of the employees it represents, hereby agrees and covenants that, during the term of this Agreement it will not authorize, approve, participate in or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including paid extra hours services from the employer, the Town of Mansfield.

**ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE**

Section I. A grievance is a dispute arising out of any alleged violation of the terms of this Agreement. The grievance shall specify the specific section of the agreement allegedly violated, the remedy sought, and the name of employee injured by the grievance.

A grievance shall be processed in the following manner:

Step 1. The employee and one union representative shall take up the grievance dispute with the employee's department/division head within seven (7) working days of the grievance or the employee's knowledge of the grievance. Both parties agree that every effort will be made to settle the dispute at this step. The supervisor shall answer the employee's grievance in writing within seven (7) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within ten (10) working days of the department/division head's response. The Town Manager shall have fifteen (15) days to respond.

Step 3. If the grievance is still unsettled, either party may, within twenty-one (21) days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

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.

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.

In making his/her decisions, the arbitrator shall not add to, subtract from or modify the terms of this Agreement or invade the rights of management set forth in Article II. Furthermore, the scope of the arbitrator's power shall be limited to an interpretation of the express language contained in this Agreement.

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.

In the event that there is no response from the Town within the prescribed number of days at any step in the foregoing grievance procedure, the Association may advance the grievance to the next step.

ARTICLE IV JOB SECURITY

Employees discharged or disciplined shall be given a written statement of the specific reasons for such action.

ARTICLE V LONGEVITY

The calculation of years of service for longevity payments shall begin with an employee's date of hire. The Town shall disperse longevity payments each calendar year on the second week of November regardless of when the employee's anniversary date falls during the calendar year.

After five (5) years' service	\$425.00
After ten (10) years' service	\$475.00
After fifteen (15) years' service	\$525.00
After twenty (20) years' service	\$600.00
After twenty-five (25) years' of service	\$650.00
After thirty (30) years of service	\$700.00

In order to be eligible for a Longevity payment under this Article, an employee must be on the active payroll and working, or receiving worker's compensation, at the time the Longevity payment is made.

ARTICLE VI SENIORITY

The length of service of the employee in the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of promotion within the bargaining unit as well as choice of vacation period and in any other matter in which preference is a factor.

ARTICLE VII JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, number of hours, shift (if applicable), and whether the position is full-time or part-time. Such notification of vacancy shall be given to the union steward at the time of the actual posting. This notice of vacancy shall remain posted for seven (7) days. 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 to the most senior applicant who is also the most qualified and able applicant within the bargaining unit.

An employee awarded a new position shall serve a six (6) month probationary period. Any prolonged absence from work may extend the probationary period at the Town Manager's discretion. Should the employee not successfully complete the probationary period in the sole determination of the Town, s/he shall be entitled to return to his/her former position. The Town's decision concerning the employee's suitability for continued employment in the new position is not subject to the grievance and arbitration provisions of Article III. The parties agree that they shall comply with the provisions of the Americans with Disabilities Act when filling positions.

ARTICLE VIII COMPENSATION

Wages will be paid in accordance with the schedule attached hereto as Appendix A.

Performance evaluations shall be performed and completed on employees annually by no later than April 1. In the event that the department head does not perform a performance evaluation by April 1st, the employee shall automatically advance to the next step in the range. The agreed upon guidelines and evaluation instrument are attached hereto as Appendix B. The evaluations performed in any year that immediately precedes a year in which the subject employee is eligible for a step increase shall determine the employee's eligibility for a step raise. Any employee who

achieves an overall score of 4 or higher shall receive a step raise. Evaluations performed in years immediately preceding years in which the subject employee is not eligible for a step increase shall not affect the evaluation in the following year.

The evaluation will be performed by the employee's department/division head on a form allowing comments by the employee. All evaluations will be reviewed by the Town Manager, who shall have final authority concerning step increases. However, should an employee be denied a step increase, the employee may request, within ten (10) working days, a re-consideration by the Manager. Such reconsideration shall include a meeting with the Manager. The Town Manager shall respond no later than fifteen (15) working days after the request for re-consideration.

Following the re-consideration, if the employee remains dissatisfied with the Town's decision, the employee may submit the matter to the grievance and arbitration provisions of Article III.

Employees shall be eligible for step increases every other year. All step raises shall be effective for all employees on July 1, not on their anniversary date.

All newly hired employees shall serve a six (6) month probationary period. Any prolonged absence from work may extend the probationary period at the Town Manager's discretion. Should the employee not successfully complete the probationary period in the sole determination of the Town, s/he shall be dismissed by the Town without any recourse to the grievance and arbitration provisions of Article III.

In the event that either (a) an employee is appointed to serve in an Acting capacity for one or more days, or (b) any one employee is required to staff an office for five (5) or more consecutive work days, then s/he shall be paid a stipend from the first day of such "out-of-grade" service in the amount of a differential of 25% of the employee's hourly wage for all hours worked.

Any employee who submits proof of payment shall be reimbursed up to \$350 of an individual gym or health club membership fee. Provided, however, that the fee is paid for the purpose of achieving physical fitness through exercise.

The Union agrees that the Town may change pay from weekly to bi-weekly without need for further bargaining, if the Town obtains agreement from 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.

ARTICLE IX OVERTIME

Employees shall be paid overtime at one and one-half (1 1/2) times his/her regular rate, for all hours in excess of seven and one-half (7 1/2) hours in one (1) day and 37 and one-half (37 1/2) hours in one (1) week, excepting when making up lost time or exchanging shifts with another employee (with approval of the Town Manager).

In the event that an employee is called in for work outside his/her normal scheduled hours s/he shall be guaranteed a minimum of three (3) hours pay.

The Town shall have the right to require reasonable overtime. The employer shall endeavor to distribute available overtime fairly and equally among the employees desirous of working overtime within a department or office 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.

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

At the employee's option, he or she will be compensated with paid time off rather than wages for overtime at the rate of one and one-half times the number of hours worked. The parties agree that the employer retains the right to approve necessary overtime and the ability of an employee to utilize accrued compensatory time. The employer agrees that approval for such time off shall not be unreasonably withheld.

ARTICLE X HOURS

The normal workweek shall be Monday through Friday. Weekly hours shall be the normal hours for the Department. The Town shall give the Union a minimum of thirty (30) days' notice of any contemplated desired change in hours and/or workweek and shall offer to meet with the Union to discuss the contemplated change prior to its implementation. Any such changes to the normal hours shall be reasonable.

ARTICLE XI REST PERIODS

Employee work schedules shall provide a fifteen (15) minute rest period during the morning shift at approximately the middle of the morning, giving consideration to the operating needs of the employee's office.

Employees shall be entitled to a 45-minute lunch break occurring at approximately mid-shift, giving consideration to the operating needs of the employee's office.

ARTICLE XII HOLIDAYS

All employees whose work is not required for the maintenance of essential service or emergencies, shall have the day off and shall be paid at straight time compensation for the following legal holidays:

New Year's Day
Washington's Birthday
Patriot's Day
Memorial Day
Martin Luther King Day
Independence Day
Labor Day
Columbus Day

Veterans' Day
Half day before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Half day before Christmas
Christmas

When employees are assigned to work on the above scheduled holidays, they shall be paid as follows:

Regular pay for the day plus time and one-half for time worked. The above is a complete list of the 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 a Saturday, a paid day off will be given as a makeup holiday on a day to be chosen by the Town Manager at his/her discretion; provided however, that if the Town Manager chooses to designate any Friday as the make-up holiday, such Friday shall not constitute a full make-up holiday and s/he will choose a second one-half day off with pay.

ARTICLE XIII SICK LEAVE

Employees shall be allocated 1 1/4 sick days per month and unused sick leave shall be accumulated to one hundred and seventy-three (173) days. No sick leave shall accrue during any month in which the employee is granted unpaid leave or workers' compensation benefits after the employee has been out thirty (30) days.

The employer shall grant the employee up to five (5) days of accrued sick leave for illness of immediate family, defined as spouse, child, mother, or father.

Employees shall use sick leave only when illness or injury prevents them from attending work. An employee shall endeavor to provide his/her department head with notification of his/her sickness at least twenty-four (24) hours prior to his/her partaking of sick leave.

Within his/her discretion, the department head may require a certificate from a licensed medical doctor detailing the nature of the employee's illness or injury and the necessity for missing work, prior to allowing the employee to return to work. The expense of said doctor's certificate shall be borne by the employee.

Abuse of sick leave shall constitute just cause for discipline or discharge of an employee.

For part-time employees hired before July 1, 1989, they shall receive a sick leave allocation in the amount of six (6) hours per month. Deductions to sick leave shall be in terms of hours for part-time employees. Part-time employees hired July 1, 1989, or later shall be governed by the language of Article XXII, Section 7.

Employees who have accrued sixty (60) days or more of sick leave 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>Number of Days Paid</u>
0	4
1	3
2	2
3	1
4	0

Such compensation may not reduce an employee's accrued sick days below sixty (60).

Upon termination of employment, for any reason, all unused accumulated sick leave shall be dismissed and void. The exception is that for employees hired before July 1, 2011, upon the retirement, or in the event of the death of said employee, the Town will "buy back" twenty percent (20%) of all accumulated unused sick leave, up to a maximum of one hundred seventy-three days (173) at the then current rate of pay.

ARTICLE XIV VACATIONS

Employees will be credited with vacation on the anniversary date of their employment. During the first year of service each employee earns one (1) week of vacation which can be taken, if at all, between the seventh and twelfth month of that first year, inclusive. Thereafter, the following schedule shall apply.

After one (1) year	Two (2) weeks' vacation
After five (5) years	Three (3) weeks' vacation
After six (6) years	Three (3) weeks' plus 1 day of vacation
After seven (7) years	Three (3) weeks' plus 2 days of vacation
After eight (8) years	Three (3) weeks' plus 3 days of vacation
After nine (9) years	Three (3) weeks' plus 4 days of vacation
After ten (10) years	Four (4) weeks' vacation
After eleven (11) years	Four (4) weeks' plus 1 day of vacation
After twelve (12) years	Four (4) weeks' plus 2 days of vacation
After thirteen (13) years	Four (4) weeks' plus 3 days of vacation
After fourteen (14) years	Four (4) weeks' plus 4 days of vacation
After fifteen (15) years	Five (5) weeks' of vacation

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

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

All vacation shall be requested in advance, and shall only be taken upon the express approval of the employee's department/division head. The employee shall provide, at a minimum, advance notification at least equivalent to twice the amount of vacation time requested.

No more than ten (10) vacation days may be carried forward beyond the employee's annual anniversary date of employment, and any vacation time in excess of ten (10) days earned but not taken within the year earned will be forfeited. However, the week that is earned in the first year of employment may not be carried forward.

ARTICLE XV JURY DUTY

The employer shall make up the difference between the amount received by an employee for jury duty and his/her regular pay.

ARTICLE XVI BEREAVEMENT BENEFITS

Employees shall be paid for up to five (5) regularly scheduled work days for time lost due to deaths in their immediate families (parent, spouse, child, stepchild, grandchild, brother, sister, grandmother, grandfather, or in-law (father, mother, brother, sister), significant personal relationship or household resident.

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 Department Head.

ARTICLE XVII MATERNITY LEAVE

Employees covered by this Agreement may receive a six (6) month unpaid maternity leave with the approval of the Town Manager, provided they furnish the Town Manager with sixty (60) days written notice of their request, as well as notice of their intent to return to work.

**ARTICLE XVIII
PERSONAL LEAVE**

The employer shall grant an employee four (4) days with pay each year for leave of absence 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.

An employee may take a fifth personal day, which will be deducted from accumulated sick leave.

In the event of an emergency, a telephone call shall be accepted in lieu of a written request and such leave shall be deducted from sick leave.

The parties agree that the use of a sick day for personal leave shall not be counted toward sick days used in determining any other benefits in this agreement.

**ARTICLE XIX
INSURANCE**

The Town shall make available to otherwise eligible bargaining unit members the same health benefit plans as are uniformly provided to other employees and shall bargain with the Union, as required by law, before switching or eliminating any plan.

Effective upon the Town's ability to achieve agreement from all other collective bargaining units in the Town of Mansfield, the Town may implement the proposed changes in health insurance such that the employee/Town co-payments for medical coverage shall be 70% Town/30% employee, dental insurance at a 50%/50% split between the Town and the employee. Dental coverage shall be optional at the discretion of the employee and is not mandatory.

Each employee in the bargaining unit who is eligible for any Town of Mansfield medical plan and/or life insurance plan will, if he/she so desires, be eligible for participation in the Town of Mansfield's Flexible Benefits Plan adopted March 1, 1990, under Section 125 of the Internal Revenue code.

The Town and the Union have entered into a Memorandum of Agreement, dated June 4, 2014 which sets forth the agreement with respect to Health Insurance covering the period from July 1, 2009 through June 30, 2014. Said Memorandum of Agreement is attached hereto as Appendix C and is incorporated herein by reference.

Each employee in the bargaining unit who does not subscribe¹ to the Town health insurance plan shall be paid a stipend of \$40.00 per week, to be paid per pay period. This stipend is subject to immediate revocation if the employee subscribes to the Town health insurance. The Town reserves the right to require initial proof and ongoing verification that the employee maintains insurance

¹ "Subscription" is defined to include participation by the employee or a spouse of the employee.

which meets the requirements of the minimum creditable coverage through another source. This benefit is prospective only, and shall not be applied retroactively.

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 (July 1, 2014 to June 30, 2017). The Union acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement.

ARTICLE XX UNION REPRESENTATIVES

A written list of Union officers and the steward, if any, shall be furnished to the Town Manager immediately after their designation, and the Union shall notify the Manager of any changes.

One Union representative shall be granted reasonable time off during working hours to investigate and settle grievances.

Union officers will be granted reasonable time off to attend meetings of state bodies without loss of pay, subject to approval of the Town Manager.

ARTICLE XXI MISCELLANEOUS PROVISIONS

1. Bulletin Boards – All announcements shall be posted in conspicuous places when employees enter or leave the premises. Parties to this 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. In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, s/he shall be paid for seven and one-half (7 1/2) hours at the rate to which s/he would be entitled for his/her shift.
4. Schooling - Should the Town Manager determine that an employee covered by this Agreement requires additional schooling to perform his/her duties, the Town agrees to pay for the successful completion of courses taken to perform said duties upon prior approval of the Town.

5. Lay-Offs - In the event of bargaining unit wide layoffs, the Town agrees that part-time employees will be laid off before full-time employees are laid off. Employees who are on layoff shall be placed on a recall list and shall be given preference for any vacancy or new position in the bargaining unit which they are qualified to fill, within two (2) years of layoff. This shall apply to all bargaining unit employees laid off after April 20, 2010.

6. The Town shall reimburse an employee for tuition expenses incurred only for approved coursework, up to a maximum employee payment per fiscal year of \$1,500, subject to the following schedule: 100% reimbursement for a grade of "A"; 80% reimbursement for a grade of "B"; 50% reimbursement for a grade of "C"; 50% reimbursement for a passing grade (in Pass/Fail class); 50% reimbursement for successful completion of ungraded class; no reimbursement for a grade of "D" or "F." To be eligible for foregoing reimbursement, the following conditions must be met:

- the employee secures written advance approval from the Town Manager;
- the Town Manager determines that the course work is reasonably related to the employee's job or will otherwise serve to enhance the employee's skills on the job;
- the employee successfully completes the course with a grade C or equivalent, or better;
- upon completion of the course, the employee still is within the employ of the Town;
- the employee furnishes appropriate documentation to the Town Manager demonstrating his/her successful completion of the course and tuition payments made.

7. Permanent part-time employees, which are by definition those part-time employees who regularly work twenty (20) hours or more per week, shall earn sick, vacation, longevity, personal, and holiday benefits in proportion to their regular hourly work week divided by 37.5 hours.

8. If the heating system fails and temperature reaches 60 degrees or below, all employees will be excused. If repaired, all employees may be recalled by 11:00 a.m. and must report by 1:00 p.m. or make up the time.

9. In the second and third year of the contract, each employee is entitled to reimbursement for clothing, which shall have a pre-approved "Town of Mansfield" emblem, up to a cap of \$60.00.

ARTICLE XXII
AGENCY SERVICE FEES, DEDUCTIONS AND HOLD HARMLESS
AGENCY SERVICE FEE PROVISION

In accordance with the provisions of Chapter 150E of the Acts of 1975, all employees of the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty-one (31) days following the date of their employment.

HOLD HARMLESS

In consideration of the municipal Employer's entering into this collective bargaining Agreement, which agreement includes an agency service fee provision and union dues deduction, the Union hereby agrees to indemnify said Employer and hold it harmless from any and all claims, liabilities, or costs of the employer which arise out of entering into or enforcement of said provisions which arise out of the payroll deduction of agency service fees or union dues.

UNION DUES AND DEDUCTIONS

Employees shall tender the initiation fee (if any) and monthly membership dues (or agency service provision fees, if applicable), by signing the authorization form. During the life of this Agreement and in accordance with the terms of the form, the Employer agrees to deduct monthly union membership dues or agency service provision fees in accordance with the Constitution of the Union and this Agreement from the pay of each employee in the unit who executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whom such dues or fees have been deducted. Such remittance shall be made by the 10th day of the month.

ARTICLE XXIII

DISCRIMINATION

The parties hereby agree to abide by the non-discrimination provisions of the Town's Affirmative Action Plan.

The parties agree that an employee alleging a violation of this Article, or alleging any other form of discrimination 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 III of this Agreement. This language shall not

prevent the Union from pursuing and arbitrating a grievance under Article III 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.

ARTICLE XXIV DURATION

Termination - This Agreement will remain in effect for three (3) fiscal years, July 1, 2014, through June 30, 2017. 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.

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

Changes - Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to the Agreement prior to November 1st. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the Article shall preclude the union from modifying any previous proposals during the course of the negotiations.

ARTICLE XXV SCOPE OF AGREEMENT

The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties.

No change or modification of this Agreement shall be binding unless reduced to writing and executed by the respective duly authorized representatives.

THIS AGREEMENT entered into this 29th day of August, 2016.

FOR THE TOWN OF MANSFIELD

FOR THE UNION

William K. Moss
Town Manager

Negotiating Committee

J. Anne Tuttle
Wendy E. Tuttle

APPENDIX A

FY2015 (2% increase)										
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
Clerical										
ANNUAL	\$38,266.81	\$40,142.86	\$42,111.57	\$43,339.11	\$44,196.07	\$45,053.04	\$45,956.33	\$47,299.67	\$48,689.34	
WEEKLY	\$735.90	\$771.98	\$809.84	\$833.44	\$849.92	\$866.40	\$883.78	\$909.61	\$936.33	
Hrly	\$19.62	\$20.59	\$21.60	\$22.23	\$22.66	\$23.10	\$23.57	\$24.26	\$24.97	
Bookkeeper										
ANNUAL	\$39,795.45	\$41,740.99	\$43,779.17	\$45,076.20	\$45,956.33	\$46,859.61	\$47,786.06	\$49,198.89	\$50,658.04	
WEEKLY	\$765.30	\$802.71	\$841.91	\$866.85	\$883.78	\$901.15	\$918.96	\$946.13	\$974.19	
Hrly	\$20.41	\$21.41	\$22.45	\$23.12	\$23.57	\$24.03	\$24.51	\$25.23	\$25.98	

FY2016 (2% increase)										
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Clerical										
ANNUAL	\$39,032.14	\$40,945.72	\$42,953.80	\$44,205.89	\$45,079.99	\$45,954.10	\$46,875.45	\$48,245.66	\$49,663.13	\$50,159.76
WEEKLY	\$750.62	\$787.42	\$826.03	\$850.11	\$866.92	\$883.73	\$901.45	\$927.80	\$955.06	\$964.61
Hrly	\$20.02	\$21.00	\$22.03	\$22.67	\$23.12	\$23.57	\$24.04	\$24.74	\$25.47	\$25.72
Bookkeeper										
ANNUAL	\$40,591.36	\$42,575.81	\$44,654.75	\$45,977.72	\$46,875.45	\$47,796.80	\$48,741.78	\$50,182.86	\$51,671.20	\$52,187.92
WEEKLY	\$780.60	\$818.77	\$858.75	\$884.19	\$901.45	\$919.17	\$937.34	\$965.06	\$993.68	\$1,003.61
Hrly	\$20.82	\$21.83	\$22.90	\$23.58	\$24.04	\$24.51	\$25.00	\$25.73	\$26.50	\$26.76

FY2017 (3% increase)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Clerical	ANNUAL	\$40,203.11	\$42,174.09	\$44,242.41	\$45,532.07	\$46,432.39	\$47,332.72	\$48,281.72	\$49,693.03	\$51,153.02	\$51,664.55
	WEEKLY	\$773.14	\$811.04	\$850.82	\$875.62	\$892.93	\$910.24	\$928.49	\$955.64	\$983.71	\$993.55
	Hrly	\$20.62	\$21.63	\$22.69	\$23.35	\$23.81	\$24.27	\$24.76	\$25.48	\$26.23	\$26.49
Bookkeeper	ANNUAL	\$41,809.10	\$43,853.09	\$45,994.39	\$47,357.05	\$48,281.72	\$49,230.71	\$50,204.03	\$51,688.35	\$53,221.34	\$53,753.55
	WEEKLY	\$804.02	\$843.33	\$884.51	\$910.71	\$928.49	\$946.74	\$965.46	\$994.01	\$1,023.49	\$1,033.72
	Hrly	\$21.44	\$22.49	\$23.59	\$24.29	\$24.76	\$25.25	\$25.75	\$26.51	\$27.29	\$27.57

APPENDIX B
GUIDELINES AND INSTRUMENT FOR EMPLOYEE EVALUATION

Guidelines for Producing Staff Employee Performance Reviews

PURPOSE

Evaluation of employee job performance is intended to be a constructive process that:

- informs and guides the employee in the performance of duties
- satisfies the Town's requirements, such as those noted in the Personnel Policy Manual and Collective Bargaining Agreements
- provides a documented history of an employee's job performance for future use in placing, promoting or otherwise using an employee in various positions as needed
- communicates job performance to upper management

GOALS

Performance evaluations should be thorough, constructive, and accurate, and characterized by being:

Substantive

- accurately reflecting quality of job performance
- noting observable, appropriate behavior and performance such as qualitative descriptions of effort, quality of work, productivity, dependability, and initiative
- linking employee work performance with Town/Department goals

Communicative

- documenting both positive and negative performance, improvements to performance since the last evaluation, and expectations for future performance
- recommending solutions to problems
- noting areas where improvement is needed, including skill building
- defining specific work goals for the coming year

Useful

- aligning, expanding, or identifying real job responsibilities and specific goals
- reviewing, revising, or establishing performance standards and expectations
- providing opportunity for dialogue leading to problem resolution and continued communication
- identifying training activities that will improve performance in problem areas, if any, and enhance the employee's ability to succeed in work goals set for the year

Informed

- demonstrating sensitivity to the needs, problems, and work of the individual employee
- addressing personal characteristics of the employee, such as dependability, initiative, attitude, and the contribution of those characteristics to performance

PURPOSE

Preparing to Write

- Update employee's job description, if needed
- Solicit input from others in positions to evaluate some portion of the employee's performance and from others who have supervised the employee during the evaluation period
- Assemble and review all available supporting materials which may include:
 - Job description
 - Written work standards
 - Documentation (by yourself and others) of the employee's performance throughout the evaluation period
 - Past performance evaluations
 - Any self-evaluation material you have asked the employee to prepare

Writing the Evaluation

For each functional area on the employee's job description indicate:

- **Job Function:** the major job areas to be discussed; corresponds to function of the job description, but need not list it word for word; can be a concise summary of the function
- **Percent Time:** how much time the employee spends on average on the particular function; ideally matches information on a current job description but, in any case, should realistically represent the time spent by the employee on the function during the evaluation period
- **Performance:** a description of HOW work is being performed, not a catalog of WHAT is being done; should include the employee's accomplishments and contributions for the period, how performance has conformed with established standards, the employee's strengths, and areas needing improvement

Overall Evaluation

- Factor in the level of performance of each function, how much time is spent on each function, and the importance of that function
- Reiterate the key aspects of the evaluation, general statements that describe the employee's performance as a whole
- If applicable, address particular characteristics that contribute to the performance, e.g., attitude, attendance, effect on morale

Future Plans and Objectives

- Reiterate steps to improve performance
- Mention special projects or additional tasks or functions the employee will be assigned
- Consider interests and suggests employee has expressed during the evaluation

Discussing the Evaluation with the Employee

- Arrange a private place and mutually convenient time for you and employee to meet
- Provide the employee with a copy of the evaluation to review before your meeting
- After the discussion, allow the employee time to:

- Add employee comments (if after discussion with employee the rating changes, revised form should be submitted)
- Suggest appropriate additions for future plans and objectives
- Sign evaluation and return it to you in time for meeting

Employee Evaluation

Name: _____

Scale:

1-3
Below Average

4-7
Average

8-10
Above Average

1. Can s/he be depended on to get his/her work done accurately and in a timely manner?
Rating: _____
Comments: _____

2. Does s/he perform his/her duties with a minimal amount of supervision?
Rating: _____
Comments: _____

3. Does s/he exhibit self-confidence in his/her ability to perform the functions of his/her position?
Rating: _____
Comments: _____

4. Does s/he cooperate with others (i.e. fellow employees, public) to make the department run smoothly?
Rating: _____
Comments: _____

5. Is s/he supportive of the policies and procedures established by his/her supervisor?
Rating: _____
Comments: _____

6. Does s/he show initiative, make constructive suggestions for change or improvement?
Rating: _____
Comments: _____

7. Is s/he willing to learn new tasks and procedures?
Rating: _____
Comments: _____

8. Is s/he willing to share his/her knowledge and skills with other employees in a cooperative effort?

Rating: _____

Comments: _____

9. Does s/he respond well to criticism and/or suggestions?

Rating: _____

Comments: _____

10. Is his/her attendance regular, with a minimal amount of absences?

Rating: _____

Comments: _____

APPENDIX C
HEALTH INSURANCE MEMORANDUM OF AGREEMENT

Memorandum of Agreement Regarding Health Insurance

This Memorandum of Agreement Regarding Health Insurance ("the Agreement") is entered into this 4th day of June, 2014 between the Town of Mansfield ("the Town") and the Southeastern Public Employees Association, Clerk's Unit, Town of Mansfield ("the Union").

WHEREAS, the Town and the Union have reached agreement on a successor collective bargaining agreements covering the period July 1, 2009 through June 30, 2011, and July 1, 2011 through June 30, 2014; and

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

NOW THEREFORE, the parties agree as follows:

PRIOR AGREEMENTS VOIDED AND REPLACED BY THIS AGREEMENT

1. The Town and the Union agree that this Agreement shall replace the prior agreement between the parties, dated July 15, 2007 regarding health insurance and which is appended to the current collective bargaining agreement between the Parties. The agreement dated July 15, 2007 shall no longer have any effect between the Parties, and this Agreement shall be substituted as an appendix to the collective bargaining covering the period July 1, 2011 through June 30, 2014.

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

2. With respect to the HMO plan offered by the Town, 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 Town 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 Town 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 Town over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the Town in making such change.

3. The Town 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 Town 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 Town. The Union further agrees that the Town may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership.

5. The Town 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 Town's commitment to make no changes to plan design shall not apply where changes to plan design are compelled by operation of law or by BCBS. In the event such changes do occur, the Town shall provide as much advance notice as is reasonably possible in the circumstances.

6. The Town 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
TOWN TRANSITIONS TO BCBS BLUE CARE ELECT VALUE PLAN

7. With respect to the PPO plan offered by the Town, 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 Town shall continue to offer the existing mitigation of co-payment costs.

8. The Union agrees that the Town 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 Town 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 Town and/or at such time and in such manner as 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 Town over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the Town in making such change.

9. The Town 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 Town 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 Town. The Union further agrees that the Town 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 Town 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 Town's commitment to make no change to plan design shall not apply where changes to plan design are compelled by operation of law or by BCBS. In the event such changes do occur, the Town shall provide as much advance notice as is reasonably possible in the circumstances.

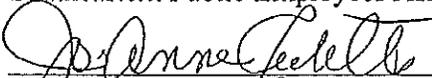
NO GRIEVANCES OR PROHIBITED PRACTICE CHARGES

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 Town breaches any of its obligations as set forth in this Agreement.

For the
Town of Mansfield:



For the
Southeastern Public Employees Association

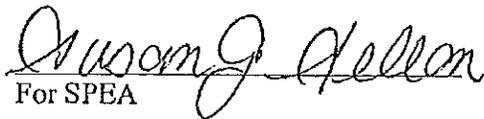


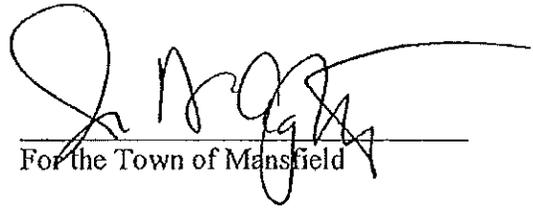

SIDE LETTER REGARDING SENIOR TAX PROGRAM

Side Letter Agreement

The Town of Mansfield and the Southeastern Public Employees Association hereby agree that the Mansfield Senior Tax Program will not result in the displacement or reduction in work hours of bargaining unit employees or positions. It is further understood and agreed that the Town has no plans as of the time of execution of this side letter to increase the annual budget for this program above \$26,000.00. In addition, the Town agrees that, in the event that it contemplates an increase in the annual budget for this program, it will give prior notice to the Association and, if requested by the Association, will negotiate to agreement or impasse over such an increase in the program.

Dated: 7-15-07


For SPEA


For the Town of Mansfield


For SPEA

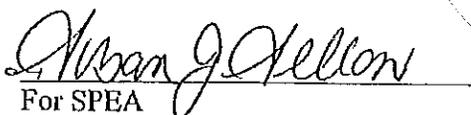
SIDE LETTER AGREEMENT REGARDING
ATTENDANCE INCENTIVE PLAN

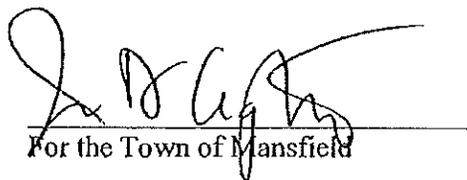
Side Letter Agreement

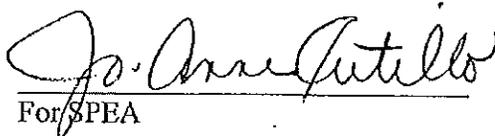
The Town of Mansfield and the Southeastern Public Employees Association hereby agree that although the Attendance Incentive plan was deleted by agreement in the Memorandum of Agreement covering the collective bargaining agreement for the period from July 1, 2006 through June 30, 2009, the benefit set forth in the 2000-2003 collective bargaining agreement (see copy of text below) shall continue for all employees eligible for the benefit.

If an employee has used no sick leave in a fiscal year, s/he will receive an additional three (3) days vacation. If an employee has five (5) days or less leave, s/he will receive one (1) day vacation. Any employee hired after July 1, 2000 shall not be eligible for Article XX benefits.

Dated: 7-15-07


For SPEA


For the Town of Mansfield


For SPEA