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, 2019 TO JUNE 30, 2022

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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 General Manager, Superintendent, Treasury, Engineering, Computer Staff, Business Manager and Financial Assistants.

ARTICLE 2
UNION DUES

1. Employees may tender weekly membership dues 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

l. 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 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 General Manager 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 General Manager may be substituted for the General Manager. 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 Board of Light Commissioners within 15 working days to the General Manager's response. The Board shall have 15 working days to respond.

Step 3. If the grievance is still unsettled, either party may proceed to arbitration by notifying the other party in writing within 30 calendar days of the date the Board's Step 2 decision was due.

2A. The arbitration proceedings shall be conducted by the Labor Relations Connection pursuant to its rules and regulations. Its decision shall be final and binding upon the parties.

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 (l st) 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	$520.00 ($.25/hour)
After ten (10) years of service	$582.00 ($.28/hour)
After fifteen (15) years of service	$624.00 ($.30/hour)
After twenty (20) years of service	$728.00 ($.35/hour)
After twenty-five (25) years of service	$770.00 ($.37/hour)
After thirty (30) years of service	$832.00 ($.40/hour)

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. New hires are ineligible to be permanent line supervisors or crew leaders until they have completed five (5) years of employment with the MMED.

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.

3. The Union agrees that the Town may change from weekly to bi-weekly pay without need for further bargaining, if the Town obtains the agreement of all other unions to convert to bi-weekly pay, and so long at the Town provides a minimum of six (6) months advance notice to

affected bargaining unit members, and makes the conversion to biweekly pay during a calendar month in which the employees will receive three (3) pay checks.

4. The base pay rate for the Electric Maintenance Supervisor and the Electric Maintenance Worker shall be increased by $0.75 per hour in recognition of their responsibilities related to the Generator.

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 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. If the employee is called back to work within six (6) hours of the time he or she was sent home, the employee shall continue to be compensated at the double-time rate upon his return to work.

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 halftime 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.

5. Every employee who does not subscribe to the Town's Health Insurance, ("subscription" includes participation by the employee in a spouse's health insurance plan where his/her spouse is also a Town employee), shall be paid a Health Insurance Stipend in the amount of forty-dollars ($40.00) per week. This payment shall be paid as a stipend each pay period, and shall terminate immediately upon the employee subscribing to the Town's Health Insurance coverage. The Town reserves the right to require initial proof (and subsequent reverification) of the fact that the employee maintains health insurance meeting the requirements of minimum creditable coverage through another source.

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. 1 1 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 — 1 1 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 monthly 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 General Manager 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 General Manager'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:

Number of Sick Days used	Compensation Days
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. 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 shall be accrued on a monthly 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 four (4) 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 four (4) 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 General Manager 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 General Manager.

ARTICLE 25
FIRING SOUAD

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 General Manager.

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 General Manager. 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 General Manager or his designee.

ARTICLE 27
SPECIAL WORK

1. When working for MMED in another power utility system under the NEPPA/APPA Emergency Assistance Agreement, as amended from time-to-time, pay will be time and three quarters from the time that the employee leaves the MMED facility until the time that the employee returns back to the MMED facility, unless the pay arrangements are otherwise defined by the entity or system requesting assistance. This provision will not prohibit a requesting utility, if willing, from paying an MMED employee in excess of the pay defined in this Article.

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 General Manager 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 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 General 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. Safety work boots (toe protection) shall be worn by all bargaining unit members which shall meet the requirements for work under OSHA/ANSI specifications for safety (toe protection). MMED shall reimburse bargaining unit members up to $375 per year for said boots. Bargaining unit members must submit receipts showing cost and specifications to the General Manager to receive reimbursement. The boots may only be worn while performing work duties.

For FY2020 only the reimbursement cost to replace all previous work boots to meet the new 'Toe Reinforcement' standards will be $1,750. All bargaining unit members must be in compliance by September 1, 2019.

Add new Section 2: The MMED will reimburse bargaining unit members up to $150 per year for the cost of one (1) pair of prescription safety glasses. Bargaining unit members must submit receipts showing cost and specifications to the General Manager to receive reimbursement. Safety Glasses may only be worn while performing work duties.

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 General Manager.

ARTICLE 32
AGENCY FEE PROVISIONS

1. Each employee in the bargaining unit who has chosen not to be a member of the Union, may voluntarily pay to the Union, which still has a legal obligation to represent non-Union members of the bargaining unit, an amount of money equal to the employee's pro rata share of the collective bargaining, contract administration and grievance administration costs borne by the Union, as calculated in accordance with M.G.L. Chapter 150E, Section 12. The Union hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

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 General Manager, 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 General Manager 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 by the General Manager, workers may be required to work 16 hours at a rate of time and one-half or double time as may be applicable 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 up to 100% (subject to the provisions of Section 3 below), 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 General Manager and an employee must obtain the General Manager'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.) and the employee has submitted a written request to take the course in advance of taking said course and the General Manager has determined that the course is job-related and authorized the taking of the course.

b.) The employee provides adequate documentation of costs incurred and a grade of C (or its equivalent) or better in the approved course.

3. An employee who successfully completes an approved course with a grade of "A" or equivalent will be reimbursed 100% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "B" or equivalent will be reimbursed 80% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of 'C" or equivalent will be reimbursed 50% of the cost of tuition, subject to the above limits and requirements. An employee who receives a "D" or "F" or otherwise fails to complete or pass an approved course shall not be entitled to reimbursement. "

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 General Manager 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.

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 l, 2019 to June 30, 2022. 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, 2021.

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 Lineworkers below 1st class and all new Apprentices upon satisfactory performance review.

2. Performance reviews will be done for employees moving into one of the following classifications of every year; Line Supervisor, Assistant Line Supervisor, Lead Lineworker, Lineworker First Class, Electric Maintenance Supervisor, Purchasing Clerk/Standby Electric Maintenance Worker, Meter Supervisor/Standby Electric Maintenance Worker, Electric Maintenance Worker, Meterworker First Class, and Meter-worker 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 categories examined in the performance review has three possible ratings: 1) Exceeds Expectations; 2) Meets Expectations; 3) Does Not Meet Expectations. To advance a step, an employee must receive a performance review with a rating in all categories of at least Meets Expectations. A rating in a category of Does Not Meet Expectations for two successive years shall be considered unsatisfactory and the employee 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 Meets Expectations 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 General Manager. Performance reviews for all other classifications will be done by the immediate

supervisor and approved by the General Manager. Performance reviews for Linemen will be done by the Line Supervisor, and Lead Lineworker and approved by the General Manager.

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 bimonthly 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.

ARTICLE 43
PEOPLE CONTRIBUTION

The employer agrees to deduct from the wages of any employee who is a member of the bargaining unit a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee, and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

This Agreement has been ratified by the Parties and is signed this 12th day of December, 2019.

TOWN OF MANSFIELD

Joe Sollecito, General Manager, on behalf of the Board of Light Commissioners

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

Scott Taveira, Business Agent, on behalf of Local 1702

Bargaining Team:

Wage Schedules:

July 1, 2019 to June 30, 2022

Hourly Wage Scale (2.75% increase): 2020

	Step 1	Step 2	Step 3
Line Supervisor	$55.61	$57.33	$59.10
Asst Line Super	$47.66	$49.14	$50.65
Lead Line worker	$45.22	$46.62	$48.07
Line worker 1st class	$42.20	$43.52	$44.87
Line worker 2nd class	$35.64	$36.75	$37.88
Line worker 3rd class	$32.31	$33.32	$34.35
Apprentice Lineworker	$29.34	$30.24	$31.17
Electric Maintenance Supervisor	$42.96	$44.27	$45.62
Electric Maintenance Worker	$36.40	$37.51	$38.64
Purchasing Clerk	$35.54	$36.64	$37.77
Meter Supervisor	$42.21	$43.52	$44.87
Meter worker Class 1	$33.53	$34.57	$35.63
Meter worker Class 2	$30.53	$31.47	$32.45
Meter worker Class 3	$27.95	$28.82	$29.71
Meter Reader	$25.54	$25.80	$26.06

Hourly Wage Scale (2.75% increase): 2021

	Step 1	Step 2	Step 3
Line Supervisor	$57.14	$58.91	$60.73
Asst Line Super	$48.97	$50.49	$52.04
Lead Line worker	$46.46	$47.90	$49.39
Line worker 1st class	$43.36	$44.72	$46.10
Line worker 2nd class	$36.62	$37.76	$38.92
Line worker 3rd class	$33.20	$34.24	$35.29
Apprentice Lineworker	$30.15	$31.07	$32.03
Electric Maintenance Supervisor	$44.14	$45.49	$46.87
Electric Maintenance Worker	$37.40	$38.54	$39.70
Purchasing Clerk	$36.52	$37.65	$38.81
Meter Supervisor	$43.37	$44.72	$46.10
Meter worker Class 1	$34.45	$35.52	$36.61
Meter worker Class 2	$31.37	$32.34	$33.34
Meter worker Class 3	$28.72	$29.61	$30.53
Meter Reader	$26.24	$26.51	$26.78

Hourly Wage Scale (3% increase): 2021

	Step 1	Step 2	Step 3
Line Supervisor	$58.85	$60.67	$62.55
Asst Line Super	$50.44	$52.01	$53.60
Lead Line worker	$47.86	$49.34	$50.87
Line worker 1st class	$44.66	$46.06	$47.49
Line worker 2nd class	$37.72	$38.89	$40.09
Line worker 3rd class	$34.19	$35.26	$36.35

Apprentice Lineworker	$31.05	$32.00	$32.99
Electric Maintenance Supervisor	$45.47	$46.85	$48.28
Electric Maintenance Worker	$38.52	$39.70	$40.89
Purchasing Clerk	$37.61	$38.78	$39.97
Meter Supervisor	$44.67	$46.06	$47.49
Meter worker Class 1	$35.49	$36.59	$37.71
Meter worker Class 2	$32.31	$33.31	$34.34
Meter worker Class 3	$29.58	$30.50	$31.44
Meter Reader	$27.03	$27.30	$27.58