

AGREEMENT

Between

THE TOWN OF MANSFIELD

And

MANSFIELD POLICE ASSOCIATION
MEMBER OF THE
MASSACHUSETTS COALITION OF POLICE

Effective July 1, 2017-June 30, 2020

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__ by and between the TOWN OF MANSFIELD (hereinafter referred to as the "Town") and the MANSFIELD BRANCH OF THE MASSACHUSETTS COALITION OF POLICE (hereinafter referred to as the "Association").

ARTICLE I **Recognition and Bargaining Unit**

The Town recognizes the Association for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder as the exclusive representative and bargaining agent of all regular members of the Town's Police Department excluding any rank above Sergeant.

Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the Massachusetts General Laws.

ARTICLE II **Bereavement Leave**

Each employee in the bargaining unit shall be granted up to four (4) days leave without loss of pay following the death of any members of immediate family of the officer or officer's spouse. "Immediate family" means spouse or domestic partner, child, legal ward, father, mother, sister, brother, grandparent, or grandchild.

Absence with pay of one (1) day may be granted by the Police Chief with appeal of Police Chief's Decision to Town Manager or his/her designee in the event of the death of any other relative of the employee or of his/her spouse who is domiciled in the employee's household. In the event that additional travel is needed, it should be charged against bereavement leave with the approval of the Town Manager.

In the event the employee's presence is required at a funeral other than the aforementioned, he/she may be excused without loss of pay while attending the funeral, subject to approval in advance by the Town Manager.

ARTICLE III **Clothing Allowance**

(A) The Town shall furnish each officer covered by the Agreement, all necessary equipment for the proper performance of duty of said officers. Said equipment shall be the property of the Town and be in the custody of the Officer. All members of the force shall be supplied initially with uniforms, caps, badges, bulletproof vest, clubs, handcuffs, holster, belt, weapon, riot helmets and mace. Any of the aforementioned equipment that is damaged or lost (excepting through negligence) shall be repaired or replaced by the Town.

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

(B) Annually, after providing all receipts evidencing uniform purchases, all regular police officers will be allowed a uniform allowance up to the amount of one thousand (\$1,000.00) dollars, said allowance for regular officers to be in accordance with the uniform code established by the Chief of Police. Bicycle officer's uniforms shall be replaced when needed upon the approval of the Chief of Police or his designee.

(C) Annually, all regular police officers will be allowed a uniform cleaning and maintenance allowance in the amount of Eight Hundred and Fifty (\$850.00) Dollars.

(D) All regular police officers will receive one hundred (100) rounds of ammunition every six (6) months. This ammunition will be of the caliber and type used in Mansfield police operations. The Chief of Police, his designee, or the department armorer will be the final arbiter of what type(s) of ammunition is issued.

ARTICLE IV Overtime

(A) All overtime and private details, except that overtime work relating to dispatch work, will be offered to regular officers first and paid at time and one-half (1 ½) for all hours of any portion thereof in excess of eight (8) hours per day and forty (40) hours per week. Dispatch work shall be available to bargaining unit members only when the civilian dispatchers are unavailable.

(B) The Town shall have the right to require employees to work reasonable overtime. Employees required to work on vacation time or during their time off shall be guaranteed a minimum of four (4) hours excepting for court appearances.

(C) When an employee is ordered by the Chief of Police with the approval of the Town Manager to attend school, such time shall be included in his regular work week for the purposes of overtime.

(D) Assignments for overtime shall be made by the Chief or his designated representative on the following basis:

Sergeant Tour of Duty -- When a Sergeant's slot is filled, it will first be offered to other sergeants and then to officers.

Officer Tour of Duty -- When an officer's slot is filled, it will be available to all members of the bargaining unit regardless of rank.

Within the priority assignments identified above, assignments for overtime shall be distributed on a rotating basis as evenly as practicable. The Chief or his designated representative shall maintain a record of all such overtime assignments which will be posted on a monthly basis. Said record will reflect the employees of the bargaining unit who have been called, whether they accepted or refused, and if they accepted, the number of hours worked and the payment therefore.

(E) A member of the Mansfield Police Association choosing to forgo pay (money) for working extra hours may choose to get time off compensated at time and one half for each hour worked, up to a maximum of one, sixteen hour accumulation (equaling twenty-four hours of time off) at any time. Members cannot have more than 24 hours compensatory time owed to them at any time. Said use of time can be used only when additional costs will not be incurred by the Town and with the approval of the Chief or his designee. Such use of time may be utilized with (8) eight hour notice, should above be met: Understanding such request may be denied or previously approved rescinded in an emergency. All Compensatory time must be used within the fiscal year earned. Compensatory time must be used by June 1st of the fiscal year accumulated or automatic payment will be made during the month of June. Compensatory Time can be taken in blocks of 4 & 8 hours.

ARTICLE V
Sick Leave Program

(A) Employees who are absent from duty because of an injury or illness incurred in the line of duty shall receive their regular compensation for such absence in accordance with the provisions of General Laws, Chapter 41, Section 111F. Such absence shall not be charged to sick leave.

(B) When an employee is required to be absent from duty because of an injury or illness which is not incurred in the line of duty, except any illness or injury resulting from the voluntary use of liquor or drugs or which is self-inflicted, he/she shall be entitled to sick leave pay.

(C) If an employee is unable to report for duty due to illness or injury he/she shall notify the Chief of Police or the officer in charge of his/her necessary absence as soon as possible. The employee will make every effort to report such absence at least three (3) hours prior to commencement of his shift.

(D) Each employee shall be entitled to fifteen (15) days of sick leave annually, prorated to the date of his/her appointment to the department.

(E) Sick leave shall accumulate during paid leaves of absence during vacation time and when the employee is absent due to injury or illness. Under Chapter 111F absences, accumulation of sick and vacation time will be capped after a six-month period until returned to limited duty or full duty.

(F) When an employee is required to undergo medical, optical or dental treatment or examination, which treatment is unable to be accomplished on his/her off-duty hours, he/she will be entitled to the actual time required to accomplish said treatment. In such cases, a certificate from the doctor or dentist will be furnished by the employee to the Chief of Police. This leave shall not exceed a maximum of three (3) days per year and shall be deducted from the employee's accumulated sick leave.

(G) Sick leave may be granted when the serious illness of the employee's immediate family requires his/her personal attention. The employee shall notify the Chief of Police or the officer in charge of his/her necessary absence as soon as possible. The employee will make every effort to report such absence at least three (3) hours prior to commencement of his/her shift. If an employee uses more than five sick days for family illness within the same fiscal year, the Chief may require a statement of reasons and/or medical documentation for the additional days.

(H) In appropriate cases, an employee who has exhausted his/her sick leave may apply to the Town Manager for an extension thereof.

(I) The Chief of Police may, in his discretion, require a doctor's certificate from an employee whom he suspects is abusing sick leave.

(J) Nothing herein shall be construed to prohibit the Town Manager or the Chief of Police, or their designees, from investigating any absence wherein sick leave is claimed.

(K) Abuse of sick leave shall be deemed just cause for disciplinary action against an employee.

(L) Unused sick leave shall be accumulated with no limit, however, upon termination of employment, all unused accumulated sick leave shall be dismissed and void. The exceptions are that, upon retirement or in the event of the death of an employee, the Town will "buy back" twenty percent (20%) of all accumulated but unused sick leave at the then current rate of pay. For employees hired on or before March 1, 2015, the Town will buy back up to twenty percent (20%) of all accumulated but unused sick leave to a maximum of one hundred seventy-three days (173) days at the then current rate of pay. In reference to retirement, the employee will provide written notice to the Town no later than November of the fiscal year prior to the date of retirement to assure funding is available. In the event that prior written notice is not given, the employee will be remunerated after the next Town Meeting approves funding of the payment.

ARTICLE VI
Attendance Incentive Program

In July of each year covered by this agreement, bargaining unit employees will have the option of "selling back" to the Town a certain number of sick days, based upon their attendance and rate of pay for the prior twelve months according to the following schedule:

Number of Sick Days Used Including Chargeable Personal Leave Day	Maximum Number of Days Which May be Sold
0	6
1	5
2	4
3	3
4	2
5	1
6 or more	0

In order to participate in this program, an employee must have accrued no less than 60 sick days, and the buy-back may not reduce the individual's accrual below 60 days.

ARTICLE VII
Court Time

(A) Any police officer on duty at night, or on vacation, or on a day off, who is summoned or is required by his superiors to attend court as a witness anywhere in the Commonwealth in a criminal or civil case, will be paid a minimal amount equal to four (4) hours pay at a time and one-half (1 1/2) rate and time and one half (1 1/2) thereafter.

ARTICLE VIII
Holidays

If any police officer is required to work on New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day or Christmas Day (or religious alternative of preference), when celebrated by Massachusetts Law, shall receive pay for an additional day's work at his regular rate. Any police officer may request in writing to the Chief of Police or his designee within five (5) days of said holidays to have a day off instead of receiving pay for such holiday. The days off will be subject to the same parameter as any vacation day request. Time off must be taken within six months after the holiday.

If any of the aforementioned holidays are celebrated by law on a police officer's regular day off or during his vacation, he shall be allowed payment therefore at his regular rate.

ARTICLE IX
Union Business Leave

(A) The members of the Association's Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Association for the purposes of processing grievances when such activity takes place at a time during which such employee is scheduled to be on duty provided, however, that not more than four (4) employees will be granted such leave from duty at any one time.

(B) Members of the Association's Bargaining Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Association for the purposes of bargaining provided, however not more than four (4) employees will be granted such leave at any one time.

(C) Officers and members of the Association, as may be designated by the Association, shall be granted leave from duty with no loss of pay or benefits to attend meetings of the Fraternal Order of Police provided, however, that not more than two (2) employees shall be granted such leave at any one time and that such leave shall not exceed four (4) days in the aggregate in any fiscal year.

(D) Two Association delegates will be granted a two-day leave from duty to attend the MASSCOP convention annually with no loss of pay or benefits provided, however, that not more than two (2) employees shall be granted such leave at any one time and that such leave shall not exceed four (4) days in the aggregate in any fiscal year.

ARTICLE X
Disciplinary Action

No employee covered by this Agreement shall be discharged, removed, suspended or lowered in rank or compensation except as provided under the Civil Service laws, rules and regulations. Should Civil Service law be amended to eliminate just cause protection for police officers, the Town agrees that no employee covered by this Agreement shall be discharged, removed, suspended, or lowered in rank or compensation except for just cause.

ARTICLE XI
Medical 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 Association, as required by law, before switching or eliminating any plan.

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 re-verification) of the fact that the employee maintains health insurance meeting the requirements of

minimum creditable coverage through another source.

The Town and the Association have entered into a Memorandum of Agreement, dated October 14, 2011 which sets forth the agreement with respect to Health Insurance covering the period from July 2, 2011 through June 30, 2014. Such memorandum of agreement is attached hereto as Appendix C and is incorporated herein by reference. The Association agrees that the health insurance mitigation program currently in effect shall be subject to discontinuation, at the sole option of the Town, on or after July 1, 2014. The Town states its intent to review current mitigation practices before that date and to formulate a proposal for a revised mitigation program. The Town agrees to provide advance notice of such program and to meet with the Association to bargain over the impact of such changes during the term of this contract. The Association acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement. To the extent the Town formulates an employee committee to discuss potential changes to the mitigation fund, the notice shall be provided to the Association, and its membership shall be eligible to participate on the same terms and conditions as members of other Town bargaining units, subject to applicable law.

The parties hereby agree that, in the event that the Town seeks to change the health insurance premium distribution, it shall provide the bargaining unit with prior notice and an opportunity to bargain over such a change. It is further understood that in the event that mid-term negotiations take place, all economic items in the contract shall be reopened for discussion, provided however that the gross economic package under Article XII of the agreement shall, under no circumstances, be reduced as the result of such negotiations.

ARTICLE XII Wages

(A) Wages for the period covered by this collective bargaining agreement are set forth in the attached salary schedule (Appendix A).

(B) The senior most patrolman, when in charge of a shift, shall receive the first step sergeants rate for that shift. It shall be understood that the senior most patrolman in a shift shall be the patrolman assigned to supervise other junior patrolman in the absence of a sergeant and receive the aforementioned first step sergeant's rate.

(C) Police officers shall be paid mileage in accordance with the rate established by the Town of Mansfield for the use of their own car on police business. Also, out-of-town investigations and police business, meals and expenses shall be paid by the Town when authorized by the Chief of Police. This does not include the Fourth District Court of Bristol in Attleboro, Massachusetts or the Superior Court in Bristol County.

(D) Each employee assigned to work on a regularly scheduled basis on any tour of duty which begins at 4:00 p.m. and ends at or before midnight – (12:00 a.m.) shall be paid an evening shift differential of nine (9%) percent of his/her regular hourly rate of pay for each hour he/she is in a pay status on any such tour of duty. Each employee assigned to work on a regularly scheduled basis on any tour of duty which begins at midnight (12:00 a.m.) and ends at or before 8:00 a.m. shall be paid a night shift differential of ten (10%) percent of his/her regular hourly rate of pay for each hour he/she is in a pay status on any such tour of duty. The Split Shift Sergeant will receive a night differential of 9.5%.

(E) Longevity will be paid in the following manner:

After 5 years of service	\$375.00
After 10 years of service	\$425.00
After 15 years of service	\$475.00
After 20 years of service	\$525.00
After 25 years of service	\$900.00
After 30 years of service	\$1,000.00

Said longevity shall be paid annually during the first week of December.

(F) Any officer assigned as Field Training Officer (FTO) will receive the first step sergeant's rate for that shift. Said Officer will be assigned by the Police Chief. The FTO stipend will be paid only when training Mansfield regular police officers. The Chief of Police or his/her designee reserves the right to select the FTO.

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

(H) All police officers shall receive their pay through direct deposit. (Each officer who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Town's payroll office). The Town will assist an officer who has a documented hardship in establishing direct deposit. The Town may provide officers with electronic pay advices in lieu of paper advices/paystubs.

ARTICLE XIII
Career Incentive Pay and Tuition Reimbursement

(A) **Quinn Bill** - The Town of Mansfield will implement the provisions of Massachusetts General Law Chapter 41, Section 1081, commonly referred to as the Quinn Bill, for those officers of the department eligible for the career incentive under the statute and hired before June 30, 2003. For existing Quinn Bill recipients, the Town will accept one hundred percent (100%) of the Quinn Bill in the event the Commonwealth fails to fund Quinn in the future.

(B) **Career Incentive Pay** - Officers hired on or after July 1, 2003 will only be eligible for educational incentive stipends in the following amounts: Associates Degree - 5% of base pay; Bachelor's Degree - 12% of base pay; Master's Degree - 16% of base pay. Career Incentive will be added to the employee's base for purposes of overtime and other differential pay.

To be eligible for Career Incentive Pay, an officer must have obtained his/her degree from an accredited college or university located in the Commonwealth of Massachusetts, or from an accredited college or university included on the New England Association of Schools and Colleges list and such degree must be related directly to one of the degrees listed below. The Chief, with the approval of the Town Manager, may approve Career Incentive Pay for an officer under this section based upon a degree in an area other than those listed below, if they believe that the attainment of the degree serves to benefit the Town or the officer's conduct of duties for the Town. Decisions concerning the eligibility of alternate degrees for Career Incentive Pay shall not be subject to the grievance or arbitration procedure.

Eligibility for the Career Incentive Pay will be determined based on the degree held by the officer as of July 1; provided the officer has filed a written request with the Chief indicating the degree obtained prior to January 1 of the same fiscal year. Failure to provide the required documentation by the deadline will result in the denial of Career Incentive Pay for the fiscal year in issue.

1. Criminal Justice
2. Criminal Justice Administration
3. Criminology
4. Law Enforcement
5. Forensic Science
6. Homeland Security
7. Computer Science
8. Psychology
9. Military College Degree (must be accepted military curriculum from one of the colleges included on the list provided in Appendix B, Military College List)

(C) Members of the Mansfield Police Association who have obtained a degree (Associate, Bachelor, Master) that are not listed above will receive half (1/2) of the career incentive pay for the degree in which they are enrolled, if enrolled in a degree program that meets the criteria detailed in Paragraph B. To be eligible the officer must at all times be enrolled in, and making satisfactory progress in the degree program to continue to be eligible for the career incentive pay. The attainment of the degree must be continuous in nature without breaks (enrolled in at least one course at a time), except for summer vacation. If at any time the officer quits the program, or otherwise fails to make continuous and satisfactory progress, before attaining the degree, the career incentive pay will be immediately eliminated from his/her pay. Upon successful completion of the degree program, employee will then be eligible for the full career incentive pay as outlined in Paragraph (B) of this section.

Examples of the half (1/2) incentive:

From no degree to Associate degree	2.5%
From no degree to Bachelor degree	6.0%
From no degree to Master degree	8.0%
From Associate to Bachelor	3.5%
From Bachelor to Master	2.0%

Eligibility for the Career Incentive Pay will be determined based on the degree program in which the officer is enrolled as of July 1; provided the officer has filed a written request with the Chief indicating the degree program in which the officer is enrolled prior to January 1 of the same calendar year. Failure to provide the required documentation by the deadline will result in the denial of Career Incentive Pay for the fiscal year in issue.

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

(E) Tuition Reimbursement – Officers enrolled in approved courses of study at an accredited college or university located in the Commonwealth of Massachusetts will receive reimbursement of the college tuition, fees and books for the course(s). Officers will be reimbursed for a maximum of two courses per semester to a maximum of \$2,000 per course to a maximum of \$8,000 per year.

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

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

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

(F) “Accredited College or University”- For purposes of Sections (B), (C), (D), or (E), the term “accredited college or university” shall mean institutions accredited by the New England Association of Colleges and Secondary Schools or approved by the Massachusetts Board of Education.

ARTICLE XIV
Physical Fitness Program

The Town will reimburse officers for up to fifty (50%) percent of the annual fee for membership at a health club of the officer's choice.

The Town's contribution shall not exceed three hundred dollars (\$300.00).

In order to be reimbursed under this article, employees must provide satisfactory evidence of participation to the Chief of Police. A receipted bill shall be provided to the Chief before the Town payment can be made.

In the spirit of the health and wellness for Mansfield Police Association and its members, the Town shall pay a \$1,000.00 stipend to each member for the successful completion of a voluntary physical fitness test. Such test will be comprised of the following timed events: 1 1/2 mile run, 1 minute timed sit-ups and 1 minute timed pushups. At no time will a member be required to take part in this test; it shall be voluntary. The qualifying times are derived from the table below.

The test shall be administered three times per year on a trimester basis. The qualifying times and tests will be administered by the Chief of Police or his designee and a representative from the bargaining unit. The time, date and location of said test will be agreed upon by the members and the Chief of Police and posted 30 days prior to the testing date. The Town shall allow a member to take time off to participate in the voluntary test if he or she is working.

Upon successful completion of the test, the Town shall pay the member a stipend of \$1,000.00 no later than 30 days from said completion.

	<i>Applicant Age</i>				
	<i>20-29</i>	<i>30-39</i>	<i>40-49</i>	<i>50-59</i>	<i>60+</i>
<u>1.5 mile run</u>					
Male	12:51	13:36	14:29	15:26	17:19
Female	15:26	15:57	16:58	17:55	20:55
<u>Sit-ups (1 minute)</u>					
Male	38	35	29	24	19
Female	32	25	20	14	6
<u>Pushups</u>					
Male	29	24	18	13	10
Female	15	11	9	5	3
Female (modified pushups)	23	19	13	12	8

ARTICLE XV
Extra Paid Details

1. The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization, or Town of Mansfield including all school and municipal functions. This provision will apply to Mansfield regular police officers only:
 - (A) Assignments shall be made by the Chief or his designated representative on a voluntary basis and they shall be distributed among regular officers on a rotating basis as evenly as practicable. The Chief or his designated representative shall maintain a record of all such assignments which will be posted on a monthly basis. Said record will reflect the employee of the bargaining unit having been called, the date upon which he had been called, whether he accepted or refused, and if he accepted, the number of hours worked and the payment thereof.
 - (B) No officer or other person shall accept any such assignments unless the same are made by the Chief or his designated representative.
 - (C) All details will be worked at the rate of time and one half the rate of the top step day police officer plus \$4.00 per hour.
 - (D) Sergeants receive time and one half, plus \$4.00 per hour for all details. The senior most Patrolman, when supervising three (3) or more officers on a detail, shall receive the first step Sergeant's detail rate. "Supervising" shall include direction, coordination, and/or active supervision on the detail.
 - (E) No assignments will be made until the person or organization requesting same has agreed to these rates.
 - (F) A minimum of four (4) hours will be guaranteed at the above rates with additional hours to be paid at the same rate. After eight (8) hours, officers will be compensated at time and one-half the detail rate.
 - (G) If any portion of an hour is worked, an additional hour shall be charged.
 - (H) The detail rate will be increased by \$3.00 per hour for every Mansfield regular police officer at any event at which alcohol is served, poured, or consumed. This rate will only apply to Mansfield Regular Police Personnel. This rate will not apply to non-profit organizations, unless the event is not related to the non-profit goals or purpose of the organization.
 - (I) The hourly rate for coverage of a strike, labor dispute, or other collective action by a labor organization, or where a labor-related dispute is expected, will be compensated at time and one-half the detail rate.
2. The following additional provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization. These provisions do not apply to Town of Mansfield, including all school and municipal functions, DPW, Light Department, Water Department or other Town of Mansfield or Mansfield School Department entity. These provisions also do not apply to the Xfinity Center.

- 1.) Whenever an employee works for more than four (4) hours on a detail, the employee shall be entitled to a minimum payment equal to (8) eight hours.
- 2.) Details cancelled by the contractor or utility company within 4 hours of the scheduled start time of the detail, will result in a 4 hour detail for the assigned officer.
- 3.) Emergency Details will be a minimum 8 hour detail. An emergency detail will be defined as those details that require an immediate response by an officer and are not prescheduled.

ARTICLE XVI **Safety**

The Town Manager and the Chief of Police will meet when requested with a Safety Committee designated by the Association in order to discuss matters pertaining to the safety of members of the Police Department.

In the spirit of positive communication and the safety of members and citizens, a meeting shall be held with the Chief of Police and members of the E-Board in attendance as needed for safety concerns, but not less than twice a year.

ARTICLE XVII **Grievance Procedure**

A grievance which is a dispute which arises between the parties hereto concerning the application, meaning or interpretation of this Agreement, shall be resolved in the following manner. A grievance must identify the aggrieved employee, the section(s) of this agreement allegedly violated and the remedy sought.

Step 1. The aggrieved employee or the Association shall present the grievance informally to the Chief of Police or his designee within ten (10) calendar days after its occurrence.

Step 2. If no satisfactory resolution is made in Step 1, the aggrieved employee or the Association shall file a copy thereof with the Chief of Police and the Town Manager within five (5) days after being notified that the grievance has not been resolved at Step 1. Within five (5) days of the filing of said grievance, the employee must elect to pursue his remedy under civil service law or this grievance procedure.

Step 3. If no satisfactory resolution is made in Step 2 within fourteen (14) days of the presentation to the Town Manager, the Association or the Town may, within thirty (30) days thereafter, request Arbitration of the grievance by mutual agreement on an arbitrator, or absent agreement on an arbitrator, pursuant to the rules of the American Arbitration Association provided, however, that no grievance shall be submitted to arbitration which:

- (a) Involves a matter of policy, management rights reserved to the Town or the rules and regulations of the Police Department.
- (b) Involves a matter that is outside the scope of the express terms of this Agreement.
- (c) Involves a matter which the Town could not effectuate regardless of the decision of the arbitrator.
- (d) Involves a matter which was a proposal in negotiations but not included in the express terms of this agreement.
- (e) Involves a matter which has not been presented timely according to the time limitations set forth herein, unless such time limitations have been extended as herein provided.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the terms of any Agreement or reopen thereof upon termination of this Agreement. A grievance must identify the aggrieved employee, the section(s) of the agreement allegedly violated, and the remedy sought.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

The Cost of the arbitrator shall be borne equally by both parties.

The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Town and the Association.

ARTICLE XVIII
Management Rights

Subject to this Agreement and applicable law, all rights, functions and prerogatives of the Town formerly exercised or exercisable by the Town, remain vested in the employer.

These rights, whether exercised or not, include without being limited to, all rights and powers given the Town by law, the right to operate, manage 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; the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations and safety measures; and the right generally to control and supervise the department's operations and affairs.

ARTICLE XIX

No Strike

The Association, 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 hour services, from the employer, the Town of Mansfield.

ARTICLE XX

Seniority

The employer recognizes the principle of seniority, to the extent same may be observed by the Chief of Police, consistent with the needs of the Department as determined solely by the Chief of Police.

The employer will observe all applicable rules and regulations of the civil service laws concerning seniority.

(A) Seniority within the bargaining unit shall begin with the date of the employee's appointment as a full-time permanent police officer. In the event more than one employee is appointed on the same day, the senior employee will be the one who received the highest mark in the examination upon the civil service list from which they were appointed was based.

(B) Seniority in grade shall be determined by the date of promotion of the employee. In the event more than one employee was promoted on the same date, the senior employee will be the one who received the highest mark in the promotional examination.

(C) Shift/Transfer. When a permanent non-promotional vacancy occurs on a shift for a patrolman or a sergeant and the Chief decides to fill such vacancy, a notice shall be posted three (3) days prior to filling the shift; all regular patrolmen and/or sergeants shall be eligible to fill such opening within their rank.

All shifts shall be posted for bid the first week of January of each year. In filling a shift, the departmental seniority of the appropriate Sergeant or Patrolman, absent operational needs as determined by the Chief of Police, shall be the determining factor. In the event an individual is removed from a shift or is denied a shift opening and requests such reasons for same, he/she shall be given such reasons in writing. Such reasons shall not be arbitrary or capricious. The above language does not apply to the following specialty positions, although when openings occur in the specialty positions, they shall be posted at least three (3) days in advance and available for bid: Traffic Officer, Prosecutor, Detective, and Crime Prevention Officer.

ARTICLE XXI

Vacations

The initial placement of a new employee on the vacation schedule is based on years worked as a municipal police officer in the Commonwealth of Massachusetts, regardless of whether those years of service were with the Town of Mansfield. The cut-off date annually for determining the vesting of vacation benefits shall be the employee's anniversary date of employment.

After the first six (6) months of service, an employee on the first step of the following schedule is entitled to one (1) week of vacation deducted from the total two (2) weeks the employee receives on his/her anniversary date in accordance with the following schedule. Thereafter, the following schedule shall apply on each anniversary date:

After one (1) years' service	Two (2) weeks of vacation
After five (5) years' service	Three (3) weeks of vacation
After ten (10) years' service	Four (4) weeks of vacation
After twelve (12) years' service:	Four weeks and one day
After fourteen (14) years' service	Four weeks and two days
After sixteen (16) years' service	Four weeks and three days
After eighteen (18) years' service	Four weeks and four days
After twenty (20) years' service	Five (5) weeks of vacation

The service shall be continuous and a week's vacation shall consist of five (5) working days. Vacation pay shall not be cumulative from year to year, but may be taken as a payment with the approval of the Town Manager and the Select Board.

The vacation list for the purposes of choosing specific periods will be posted by March 1st of each year and assigned by April 15 of each year.

1. At least eight (8) hours' notice shall be given to the Shift Commander for a single vacation day request.
2. At least forty-eight (48) hours' notice in writing shall be given to the Shift Commander for two (2) consecutive vacation days request.
3. At least ninety-six (96) hours' notice in writing shall be given to the Shift Commander for three (3) or more vacation day's request.
 - a. Officers may call in a request for a single vacation day. The Shift Commander will check the current manpower level on that shift. If it can be filled and the request does not exceed the current level of time off for officers per shift and it does not involve the ordering of personnel to cover, the request will be granted. Otherwise, the request will be denied. The requesting officers will wait for positive notification by the Shift Commander.

- b. A 48-hour notice is required for two (2) consecutive vacation days' request, provided that it will not require the ordering of personnel to fill the shift. If it needs to be covered, it will not be granted.
- c. This order will not interfere or conflict with the current sign-up sheet that is posted annually. This seniority-based vacation request will take precedence over all other requests.
- d. Officers will not be allowed to bump other officers with less than ninety-six (96) hours' notice.

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

ARTICLE XXII **Specialists**

Specialist positions shall be posted each and every year and shall commence effective January 1. The Association agrees that the appointment and/or removal of specialists shall be at the discretion of the Chief of Police. No more than one employee shall be assigned to more than one specialist position per year at any one time. Decisions concerning assignment to the specialty positions shall not be subject to the grievance or arbitration procedure.

Full-time specialists shall be limited to the following positions: court prosecutor; crime prevention officer; detectives; traffic officer; and school resource officer. Said personnel shall be paid the differential of 4.5% unless assigned to a shift eligible for "nightshift" pay differential at which time the officer will receive the larger of the two differentials. The two (2) Range Officers and the 1 (one) Motor Vehicle Maintenance Officer are part-time specialists and are eligible for the annual compensation in December.

Part-time specialist positions shall be compensated at the rate of \$950 per year for each specialist.

In the event an officer is removed from said specialist position, the special pay shall be prorated. Stipends shall be paid annually during the first payroll period in December.

ARTICLE XXIII **Use of Defibrillators**

The Town of Mansfield and the Association agree upon the use of defibrillators with the following conditions:

1. All Association members will receive an additional personal day that will not be deducted from sick time. This will bring the current number of personal days to 5 (4 and 1 deducted from sick time).
2. All Association members will receive the required training for the defibrillators.

ARTICLE XXIV

Duration

The duration of this contract will extend from July 1, 2017 to June 30, 2020, or until a successor contract becomes effective.

Either party wishing to terminate, amend or modify the contract must so notify the other party in writing no more than two hundred and forty (240) days nor less than one hundred eighty (180) days prior to such expiration date. Within fifteen (15) days after the receipt of such notification by either party, a conference shall be held between the Town and the Association's contract negotiating committee for the purpose of negotiating concerning such amendment, modification or termination.

This Agreement is subject to and conditioned upon the favorable vote of the Town Meeting to appropriate sufficient funds for the implementation of this Agreement.

ARTICLE XXV

Agency Service Fee

The Town agrees that it shall require as a condition of employment during the term of this Agreement, in accordance with the provisions of Chapter 150E, Section 12 of the General Laws, the payment on or after the thirtieth (30th) day of the effective date of this Agreement, a service fee to the Association.

Such agency fee shall be defined as an amount of money assessed to each member of the bargaining unit proportionately reflecting the commensurate cost of collective bargaining and contract administration to be borne equally by members and non-members of the Association.

ARTICLE XXVI

Physical Conditions

(A) The Town, within its discretion and at its expense, may require that employees covered by this Agreement undergo a physical examination in order to determine their continued fitness for duty. Physical examination may include psychiatric and/or psychological testing.

ARTICLE XXVII

Hours of Duty and Work Schedule

(A) The hours of work or shift schedule shall reflect the so-called four and two work schedule and such shall be the permanent work schedule.

More specifically, each member of the collective bargaining group shall be scheduled four (4) consecutive days of duty followed by two (2) consecutive days off. The work schedule as set out above does not apply to the following specialty positions:

Traffic Officer, Prosecutor, Detective and Crime Prevention Officer.

The schedule of specialty positions may be 5 and 2 or 4 and 2, depending upon the operational needs of the department. It is understood that no sergeant or patrolman shall be required to fill the above positions on a

permanent basis.

The additional days worked by individuals in the specialty positions at the 5 and 2 schedule shall be compensated with six extra days off.

(B) Overtime compensation shall be paid in accordance with the provisions of Article IV.

ARTICLE XXVIII
Personal Days

All members of the bargaining unit shall receive, in addition to all other benefits, five (5) personal days during each contractual year. Such personal days shall not be cumulative and, if unused during a contractual year, shall be forfeited. Unless otherwise agreed between the employee and the Chief of Police, each intended use of said personal days shall require three (3) hours advance notice. The first four (4) such personal days of a contractual year requested by an employee shall not be deducted from that bargaining unit member's sick leave.

The fifth such personal day of a contractual year requested by an employee shall be deducted from that employee's accumulated sick leave.

ARTICLE XXIX
Light Duty

Whenever a police officer is incapacitated for duty because of injury sustained in the performance of duty without fault of his/her own, he/she shall be granted leave without loss of pay for the period of such incapacity, provided, however, that no such leave shall be granted for any period after such police officer has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time.

Further, no such paid leave shall be continued beyond a total of twenty (20) calendar days in the event the physician designated by the appointing authority determines that the police officer is capable of performing limited police duties on either a full time or less than full time basis, subject only to the provisions contained herein. The Chief shall determine whether a position is available which the police officer is capable of performing and may or may not assign him/her to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions contained herein. Officers will not be involuntarily assigned to light duty prior to the expiration of twenty (20) calendar days. The twenty calendar day periods referred to in this paragraph include all time due to an injury or any recurrence of the same injury, whether or not continuous. Light or limited duty tasks shall include:

- (1) Dispatching
- (2) Training
- (3) General clerical work
- (4) Crime Prevention (e.g., citizen's assistance and operation ID)
- (5) Assist in property and evidence room

- (6) Suicide Prevention Watch
- (7) Computer Operation
- (8) Supervision (applicable to supervisors only)
- (9) Other limited or light duty tasks agreed upon by the Chief and the Union.

Most limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the officer is currently assigned.

If the police officer is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty, and he/she is assigned to same, and he/she does not report for same, and he/she has not filed a timely appeal thereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

Appeal Process

In the event the individual officer's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the officer is not capable of returning to limited duty, the officer shall cause his/her physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority.

An officer assigned to light duty, notwithstanding the continuing disagreement of his/her personal physician after said conferral with the physician designated by the appointing authority, shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. During the pendency of this appeal, the officers shall comply with the reasonable regulations of the Chief. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of third physician shall be final and binding as to whether the officer is medically capable of being assigned to limited or light duty at that time. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period.

If the officer is determined by the third physician to be capable of returning to limited or light duty, and he/she is assigned to same, and he/she does not report for same, his/her pay shall be discontinued and he/she shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the officer subsequently re-examined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the officer has sufficiently recovered to commence light duty. The cost of the procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Mansfield from involuntarily retiring members. Further, nothing herein shall preclude an injured officer from seeking and obtaining treatment for said injury from a physician of his/her choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding, the granting or denying of a request from an officer out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

ARTICLE XXX:
Drug Screening

Section 1.

a. The Chief of Police, or Acting Chief, for reasonable cause, may require that a police officer submit a urine sample forthwith for drug screening by means of gas chromatography/mass spectroscopy urinalysis test to detect the presence of non-prescribed drugs or controlled substances. Drug testing shall include hair samples. The test sample taken from the officer shall be secured through a recognized medical or laboratory facility or by a nurse or doctor designated by the Town, and a documented chain of custody for the sample shall be followed to assure its integrity. Failure to provide the test sample as directed will result in disciplinary action which may include suspension, demotion or discharge. In the event of an arbitration challenging such action, the only question before the arbitrator shall be whether the police officer did fail to provide a urine sample as and when required.

b. The officer may initiate a review of the Chief's directive pursuant to the provisions of paragraphs c. through f. Failure of the officer to initiate the review immediately shall be deemed a waiver of this right.

c. Hair sampling shall be included as a possible drug screening along with urine sampling. A directive issued by the Chief of Police for drug screening shall be reviewed by a committee of three, comprised of one officer assigned by the Union, the Town Manager or his/her designee and an independent third party agreed upon by both parties. Once hair sampling is implemented, all testing will be done in accordance with this contract and all Federal and State guidelines.

d. If the review committee concludes that the drug screening by means of urinalysis is warranted, such testing shall be conducted immediately.

e. If the committee finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

f. The decision of the review committee shall be final and binding upon the parties and not subject to the grievance and arbitration provision of this agreement.

g. An original non-tested sample will be given to the officer upon request.

h. The results of the drug screening test by means of urinalysis shall be given to the Chief of Police and the officer.

Section 2. Notwithstanding any other provisions of this article, officers who are to be offered any promotional position, or any specialist assignments shall, as a condition of assignment or promotion, submit to drug screening test by means of urinalysis as directed by the Chief of Police or his/her designee.

Section 3. It is agreed that the parties will make every effort to protect privacy and confidentiality, consistent with the purposes of this article.

ARTICLE XXXI
Dispatch Cover

It is understood that no police officer will be required to perform dispatch duties unless all personnel resources of the dispatch roster have been exhausted. In times of emergency or sudden illness of an on-duty dispatcher, a police officer may be required to act in the capacity of a dispatcher.

ARTICLE XXXII
Scope of Agreement

(A) The Town and the Association agree that during the term of this Agreement all matters and issues pertaining to the wages, hours and conditions of employment of the employees covered by this Agreement shall be governed exclusively by and limited to the terms and provisions of this Agreement.

(B) All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Town's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

(C) No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Town and the Association.

(D) The failure by the Town or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provisions.

(E) If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Appendix A - Salary Schedule

TOWN OF MANSFIELD FY18-FY20 POLICE PATROLMEN AND SERGEANTS PAY MATRIX
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2.00% Increase	2.00% Increase	2.00% Increase
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PATROLMEN	FY18	FY19	FY20
Step 1	\$49,994.98	\$50,994.88	\$52,014.78
Step 2	\$53,012.64	\$54,072.90	\$55,154.35
Step 3	\$56,400.60	\$57,528.62	\$58,679.19
Step 4	\$59,784.65	\$60,980.34	\$62,199.95
Step 5	\$63,396.57	\$64,664.50	\$65,957.79
Step 10	\$65,298.46	\$66,604.43	\$67,936.52

SERGEANTS	FY18	FY19	FY20
Step 1	\$72,140.92	\$73,583.74	\$75,055.41
Step 2	\$74,305.14	\$75,791.25	\$77,307.07
Step 3	\$76,534.30	\$78,064.99	\$79,626.29
Step 4	\$78,830.33	\$80,406.94	\$82,015.08

* Officers promoted to Sergeant shall be placed on Step 1 and shall proceed through Steps 1, 2 and 3 in one-year increments. Sergeants shall be eligible for Step 4 upon the satisfaction of the following two conditions: (a) completion of three years as a Sergeant in the Mansfield Police Department (i.e. the individual has completed at least one year at Step 3); and (b) completion of a total of 12 years of service in the Mansfield Police Department. Any Sergeant who has completed one year at Step 3, but lacks the required 12 years of Department service shall remain on Step 3 until his/her 12 year Department anniversary, at which point, he/she shall be moved to Step 4.

Appendix B
Military College List

1. Virginia Military Institute
2. Citadel
3. Norwich University
4. Massachusetts Maritime Academy
5. Texas A&M
6. Virginia Tech
7. Naval Academy
8. Air Force Academy
9. West Point
10. Coast Guard Academy

Appendix C
MOA Regarding Health Insurance

Memorandum of Agreement Regarding Health Insurance

This Memorandum of Agreement Regarding Health Insurance ("the Agreement") is entered into this ~~17~~¹⁸ day of October, 2011 between the Town of Mansfield ("the Town") and The Mansfield Branch of the Massachusetts Police Association ("the Union"), representing certain employees in the Town's Police Department.

WHEREAS, the Town and the Union have reached agreement on a successor collective bargaining agreement covering the period 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 the 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 January 30, 2008 and entitled "Health Insurance Agreement", which is appended to the current collective bargaining agreement between the Parties. The agreement dated January 30, 2008 shall no longer have any effect between the Parties, and this Agreement shall be substituted as an appendix to the collective bargaining covering the period July 1, 2010 through June 30, 2013.

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

2. With respect to the HMO plan offered by the 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. Union members may, at their option, choose to move to the BCBS Blue Care Value Plan PPO, however, such change of plans shall be entirely at the option of the union member until provisions of sections 8 to 11 below are met.

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
Mansfield Branch of the
Massachusetts Police Association:



