AGREEMENT

Between

THE TOWN OF MANSFIELD

And

UNITED STEELWORKERS

AFL-CIO-CLC, LOCAL UNION 9517-02

on behalf of the

NON-SUPERVISORY UNIT

July 1, 2017 - June 30, 2020

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ARTICLE I

AGREEMENT

This Agreement, and any such agreement entered into to supplement or amend the Agreement, by and between the Town of Mansfield (hereinafter called the "Town") and the United Steelworkers, AFL-CIO-CLC, on behalf of Local Union 16031 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of compensation, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION

Section 1. The Town recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for the employees in a unit consisting of the following:

> All full-time and regular part-time non-supervisory employees in the Town employed in the following positions: Animal Control/ Animal Human Officer, Animal Control/Parking Officer, Assistant Building Inspector, Assistant Director Council on Aging, Assistant Town Engineer, Assistant Town Clerk, Assistant Treasurer/Collector, Assistant Town Accountant, Assistant Water Operations Manager, Assistant Wastewater Operations Manager, IPP Coordinator, Building Department Administrative Secretary, Council on Aging Bus Driver, Council on Aging Secretary, Construction Inspector, Department of Public Works Billing Supervisor, Department of Public Works Administrative Secretary, Department of Public Works Highway Administrator, Director of Veterans Services/Veterans Agent, Environmental, Conservation Planner, Health Department Administrative Secretary, Municipal Building Committee Secretary, Planning Department Administrative Secretary, Part-Time Public Safety Dispatchers, Public Safety Dispatchers, GIS Manager; MIS Network Support Technician, Pool Secretary, Subdivision Inspector, Assistant Director of Parks and Recreation, Town Engineering Administrative Secretary, Assessors Administrative Secretary, Social Worker, Outreach Worker for COA, Zoning Secretary, Conservation Secretary and MIS Office Admin/Computer Assistant/Trainer.

Section 2. The Town will advise all new employees at the time of employment that the Union is their bargaining representative and will notify the Union at the end of each quarter of the name and address and classification of each new employee. The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the Union. _ The Union recognizes the right of any employee to refrain from becoming and/or remaining a member of the Union and will not discriminate on account of the exercise of such right.

Section 3. There will be no discrimination, harassment, interference or coercion by the Town or any of its agents against any member because of race, creed, sex or national origin.

ARTICLE III

UNION DUES

Section 1. Employees shall tender the initiation fee (if any), and monthly membership dues by signing the authorization of dues form during the life of this Agreement and in accordance with the terms of the form. The Town 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 remit the aggregate amount to the International Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of each month.

Section 2. In addition to the above, all members of the bargaining unit as provided for in this contract, who are not members of the Union, shall be required to pay to the Union as a condition of employment, an Agency Service Fee which will be no greater than the Union dues, and which shall be deducted from the pay in the same manner and at the same time as the membership dues described in Section 1.

ARTICLE IV

STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Union to insist, in anyone or more situations, upon performance of any of the terms or provisions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such terms or provision, and the obligations of the Union and Town to such future performance shall continue in full force and effect.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be processed in the following manner:

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

Step 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within ten (10) **calendar** days of the **immediate supervisor**'s response. The Town Manager shall have fifteen (15) **calendar** days to respond.

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

ARTICLE VI

STATEMENT OF DISCHARGE OR DISCIPLINE and Personnel Records

Section 1. New employees hired shall satisfy a six month probationary period; thereafter, employees discharged or disciplined shall be given a written statement of the specified reasons for such actions, and a copy shall be given to the Union in accordance with Article 5. Upon successful completion of the probationary period, the start date shall be the date of hire for seniority purposes.

Section 2. Personnel files

The Town shall create and maintain employee personnel records according to the requirements of the Massachusetts personnel records law, M.G.L. c. 149, Section52C, and any other applicable state or federal requirements.

A written notices of verbal warning concerning minor infractions will be removed from an employee's personnel file after three (3) years if there are no further violations within that time frame from the date of original receipt. Warnings of major or criminal infractions will remain in an employee's personnel file indefinitely.

Section 3. Unique to Dispatchers.

The Mansfield Police Department PP25.0, Police Policies, will provide the working document for both Fire and Police proceedings for misconduct for all Public Safety Dispatchers. In accordance with Mansfield PP25.0, all protocol and procedures pertaining to dispatch misconduct, investigations of violations, determination of validity, level of discipline to be administered, requires full adherence and strict confidentiality by Police & Fire Department Heads. Should the Town or Department Head determine the requirement for an operating procedure (SOP) for the Public Safety Dispatching element, the Union will be requested to participate in the developmental procedure, and provide proper review of new instructions.

ARTICLE VII

LONGEVITY

The Town shall disburse longevity payments each calendar year during the second week of November regardless of when the employee's anniversary date falls during the calendar year.

After five (5) years of service	$425.00
After ten (10) years of service	$475.00
After fifteen (15) years of service	$525.00
After twenty (20) years of service	$625.00
After twenty-five (25) years of service	$725.00
After thirty (30) years of service	$775.00

ARTICLE VIII

HOLIDAYS

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriots' Day	½ Day after Thanksgiving*
Memorial Day	Christmas
Independence Day	½ Day Christmas Eve*
Labor Day	

*These Holidays do not pertain to Dispatchers, Dog Officer or Parking Enforcement Officer, which shall be granted one (1) floating holiday.

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

All legal holidays shall be paid at straight time. Legal holidays worked by an employee shall be compensated for by equal time off at the employee's discretion. 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 a Saturday, the payroll holiday will be Friday.

If any dispatcher is required to work on the above holidays, when celebrated by Massachusetts Law, he/she shall receive pay for an additional day's work at his/her regular rate and, utilizing the appropriate base pay rate where night differentials are applicable, may request in writing to the Chief of Police, or his/her designee, within five (5) days of said holidays to have a day off (deferred holiday) instead of receiving pay for such holiday. The days off (deferred holiday) will be subject to the same parameters as

any vacation day request. Deferred holidays are valid through employee's anniversary date of hire, not fiscal year.

On the following Friday of a Thursday holiday (Le., Christmas), a Department may operate with a skeleton crew (at the discretion of the Town Manager). Seniority shall determine which employee has first choice of the day off, provided that the junior employee remaining can perform the work. It shall be charged against a personal or vacation day.

ARTICLE IX

SICK LEAVE

Section 1. Each employee shall be entitled to 1.25 days of sick leave for each month of service. Accrued sick, vacation and personal time shall be placed on paychecks.

Section 2. Sick leave shall be accumulated during paid leaves of absence, vacation time and absence due to injury or illness until all sick leave is exhausted.

Section 3. In appropriate cases, an employee who has exhausted his/her sick leave may apply to the Town Manager for an extension thereof.

Section 4. Suspected abuse of sick leave may result in an employee furnishing the Town with a medical certificate from a physician detailing the nature of the employee's illness and the reason for absence from work. Said medical certificate shall be obtained at the employee's expense. It is specifically understood that said medical certificate shall not be required as a matter of course and any such request shall be made in writing. Should the Town suspect that an employee has abused sick leave, it may, within its discretion, conduct an investigation of this suspected abuse and take appropriate action thereon. Abuse of sick leave may be cause for disciplinary action.

Section 5. 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	Compensated Days
0	6
1	5
2	4
3	3
4	2
5	1
6	0

Section 6. Participation is restricted to employees having accrued more than sixty (60) days of sick leave and 'compensation may not reduce an employee's accrual below sixty days.

Section 7. Upon termination of employment, for any reason, all unused accumulated sick leave shall be dismissed and void. The exception is that for employees hired before July 1, 2011, upon the retirement or in the event of the death of said employee, the Town will "buy back" twenty percent (20%) of all accumulated but unused sick leave, up to a maximum of one hundred-seventy-three (173) days at the then current rate of pay.

Section 8. Public Safety Dispatchers - If an employee is unable to report for duty due to illness or injury, he/she shall notify the Shift Commander or Department Head of the concerned absence as soon as possible. The employee shall report such absence at least three (3) hours prior to the commencement of his/her shift.

Section 9. Public Safety Dispatchers - 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 Shift Commander or Department Head of the necessary absence as soon as possible. The employee shall report such absence at least three (3) hours prior to the commencement of his/her shift.

Section 10. The employer shall grant the employee up to five (5) days per year of accrued sick leave for illness of immediate family, with prior authorization from the immediate supervisor. Such authorization shall not be unreasonably withheld.

Section 11. FMLA regulations shall apply to all employees.

ARTICLE X

VACATION LEAVE

Section 1. Employees are entitled to accrue monthly vacation each year of their employment, such accrued vacation time to be calculated on the number of regular hours worked on a weekly basis, calculated as of the anniversary date of appointment:

After 6 months	1 Week
After 1-5 year(s)	2 Weeks
After 5 years	3 Weeks plus 1 day for each year of service over five years to a maximum of 6 weeks

Section 2. Vacation accrued in one anniversary year may be carried over to a subsequent anniversary year, to a limit of fifteen (15) days.

If a pre-approved vacation is canceled for the employer's convenience and cannot be taken during the time period allowed, i.e., within the anniversary year, said vacation will be allowed to be carried over into the following year without obtaining employer's prior approval, and any such vacation carried over will be in addition to the fifteen (15) days already allowed to be carried over in accordance with the aforesaid provisions of this section.

Section 3. Upon the death or retirement of an employee, an amount equivalent to the vested unused vacation for the year apportioned to the date of retirement or death will be paid to the employee or his/her estate.

Section 4. Public Safety Dispatcher vacation scheduling.

All Vacations shall be scheduled by the Chief and assigned in accordance with seniority. Vacation shall be scheduled by the Chief so as to provide adequate dispatcher staffing and will not be granted if to do so would jeopardize public safety. No more than two dispatchers in any 24 hour period shall be approved for the same vacation period and/or day.

Vacation Periods. Annual vacation bidding for Public Safety Dispatchers shall commence effective March 15 of each year, for the following fiscal year. A Vacation List (Dream Sheet) for the purpose of dispatchers choosing their desired vacation periods will be posted by March 15th of each year and shall be assigned by the Town no later than April 15th of each year. A dispatcher shall list a minimum of half of their allotted vacation leave on the vacation list (Dream Sheet).

Days. A dispatcher shall be allowed to take up to half of their allotted vacation outside of the planned vacation period identified in paragraph 2. In requesting these days, the dispatcher must give as much written notice on the dedicated vacation form as practicable, but not less than 8 hours for a single vacation day off; 48 hours for two consecutive days off and 72 hours for three or more consecutive days off.

Vacation is not approved until the Chief or his/her designee signs off on the dedicated vacation form.

Vacation approval/denial decisions made pursuant to this Article cannot be grieved.

ARTICLE XI

JURY DUTY

The Town shall pay an employee the difference between the amount received for jury duty and the employee's weekly compensation.

ARTICLE XII

BEREAVEMENT BENEFITS

Section 1. Employees shall be paid for up to five (5) regularly scheduled work days for time lost due to the death of a spouse, child, parent, stepchild, brother, sister, grandparent, in-law (father, mother, brother, sister), domestic partner, niece, nephew, aunt or uncle.

ARTICLE XIII

UNION REPRESENTATIVES

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

The Union Representative will not disclose any confidential information from either the Police or Fire Department during the course of seeking sources of information.

One Union Representative shall be granted reasonable time off during working hours to investigate and settle grievances. Union officers will be granted reasonable time off to attend meetings of State bodies without loss of pay, subject to approval of the Department Head.

ARTICLE XIV

PERSONAL LEAVE

The employer 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 verbal request twenty-four (24) hours in advance, or by phone for emergency requests.

ARTICLE XV

HARASSMENT IN THE WORKPLACE

The Town will respond to any report of workplace harassment in accordance with state and federal law.

ARTICLE XVI

WORKWEEK and Inclement Weather

Section 1. Work Week. The regular work week shall be Monday through Friday. Total weekly hours shall be the regular hours for the department. Any change in the daily operating hours shall be negotiated with the Union.

Section 2. Inclement Weather. In the event the Governor issues an executive order banning non-essential motor vehicle travel, employees will not be required to report to work for the duration of the travel ban identified in the executive order. Any portion of a scheduled shift that an employee is unable to work due to a travel ban may be designated as vacation, personal, or compensatory time.

If after reporting to work, Town Hall closes for the day due to inclement weather, an employee who has reported to work, shall be paid a minimum of three (3) hours pay. Employees who have worked a minimum of four (4) hours will be paid for the entire shift.

Section 3. Unique to Dispatchers. Public Safety Dispatchers' normal work week shall consist of four (4) works days, two (2) off days, of which days one (1) through six (6) will complete the shifts schedule, and will move inversely each week (cyclic completion every six (6) weeks).

There will be three (3) shifts for Public Safety Dispatchers each twenty-four (24) hour day, consisting of eight (8) hours per shift:

Day Shift	(A)	0800 – 1600
Night Shift	(B)	1600 – 0000
Night Shift	(C)	0000 – 0800

Public Safety Dispatchers assigned permanently to either night shift Bar C will receive a night differential of nine percent (9%), to be combined with his/her step level so determined by the Pay Schedule.

The Dispatcher designated as the Dispatcher Trainer, and certified as a Communications Training Officer as set forth in the State 911 requirements, and/or the training experience equivalent as determined by the Police Chief, shall receive a sum equal to that of the night differential, paid on a weekly basis. If another Dispatcher other than designated Trainer is assigned to train a dispatcher candidate, he/she shall receive a sum equal to that of the night differential for the period of said assignment.

Any emergency operations requiring additional Public Safety Dispatch Personnel, either Police or Fire, will necessitate approval by the Department Supervisor or Shift Commander, relative to the incident. Recalled Dispatchers will be paid at the rate of one and one-half (1-1/2) times his/her base pay rate for all hours worked, with a minimum of two (2) hours.

The Town shall give the Union a minimum of seven (7) days' notice of any contemplated desired change of hours/work week and shall offer to meet the Union to discuss the contemplated desired change prior to its implementation.

Wages

The combined night differential and regular hourly pay rate will be the dispatchers' base pay rate as long as he/she is assigned on a permanent basis with either B or C shifts: (BASE PAY = STEP LEVEL + NIGHT DIFFERENTIAL).

Dispatchers permanently assigned to either night shift will receive their overtime computed at one and one-half (1-1/2) times his/her base pay rate.

The hourly wage for dispatchers will be computed on a forty (40) hour work week.

Overtime will be computed at one and one-half (1-1/2) times the dispatcher's base pay rate.

Dispatchers required for Court testimony involving Fire or Police issues, directly related to duties, will be compensated at one and one-half (1-1/2) times his/her base pay rate, for all hours in court, minimum three (3) hours, if said requirements should fall on his/her day off.

Any in service training which requires hours beyond the normal work period, will be compensated at one and one-half(1-1/2) his/her base pay rate.

Overtime hours shall be presented first to full time dispatchers before "part time" dispatchers, police or fire personnel.

Dispatchers working details for The Xfinity Center, serving in the capacity as "detail" overtime dispatch/clerical, shall be compensated at a step 6, night shift differential, plus time and one half.

The salary range of the established dispatchers grade shall be compromised of six (6) equal steps, said steps to be determined by the number of years worked in a given position:

Step 1	Upon employment
Step 2	Upon completion of two years Step 1
Step 3	Upon completion of two years Step 2
Step 4	Upon completion of two years Step 3
Step 5	Upon completion of two years Step 4
Step 6	Upon completion of two years Step 5

Employee may automatically advance to the next highest step in the range, upon anniversary date of employment/hire.

ARTICLE XVII

COMPENSATORY TIME

The Town recognizes that an employee occasionally works hours beyond that of the normal work week and the employee has the right to a reasonable amount of compensatory time.

All employees shall be paid time and one half or granted compensatory time at time and one half for all work in excess of the standard day or week in their respective department. The Town has the specific right to issue reasonable rules and regulations governing compensatory time.

At the termination of employment by either party, the employee shall be paid for compensatory time due at the rate of time and one half.

Refer to Appendix B.

ARTICLE XVIII

PROFESSIONAL AND AFFILIATION EXPENSE

Section 1. The Town will pay for any licenses or certification courses that the employee is required to have to maintain the position. Public Safety Dispatchers must obtain prior approval by the appropriate authority (Fire or Police Chief) for reimbursement of courses. This does not include mandatory training.

Employees who complete 16 hours of training will be paid $250 and an additional $250 for 24 hours and over with prior approval of the Department Head and the Town Manager. Proof of completion and total hours of completion of courses must be provided.

Section 2. The Town will pay membership dues in the respective job related associations of the employee subject to Department Head approval.

Section 3. Public Safety Dispatchers will be required to obtain and maintain, at the Town's expense, the following certifications within four (4) months of initial hire date: 40 hour Basic Dispatch Certification; EMD Certification; Fire Dispatch Certification; Emergency Enhanced E911 Certification; LEAPS Certification; Basic CPR; Basic First Responder. All certifications required for employment will be paid for by the Town.

Any Public Safety Dispatcher not certified within the initial four (4) month period, as stated in the previous section, may be given an additional sixty (60) days to satisfy any uncompleted certifications and, during such time, be on unpaid leave, at the

discretion of the Department Head. These same employees who are unable to qualify after the additional sixty (60) days may be terminated.

The Town will reimburse Non-Supervisory employees for a gym membership, not to exceed $300 per year, upon the employee furnishing a paid receipt. Employees eligible for reimbursement for health club membership dues under his/her health insurance plan must seek reimbursement through their insurance carrier first and the difference shall be reimbursed by the Town up to a maximum of $300 per year.

Section 4. The IPP Coordinator, upon successful completion of the 40-hour emergency response training program, will be paid a one-time stipend of $300 with the understanding that the Town will require annual re-certification paid for by the Town.

ARTICLE XIX

EDUCATION BENEFITS

The Town shall reimburse an employee for the cost of tuition expenses incurred for approved course work to a maximum of employee payment per fiscal year of $2,500, subject to Town Manager approval, whose decision is binding, in the following manner:

The employee secures written advance approval from the Department Head and Town Manager;

The Department Head and Town Manager determine that the course work is reasonably related to the employee's job or will otherwise serve to enhance the employee's skills on the job;

The employee 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;

The employee who successfully completes the course with a grade of "B" or equivalent shall be reimbursed for 80% of the cost of tuition subject to the above limit;

The employee who successfully completes the course with a grade of "A" or equivalent shall be reimbursed for 100% of the cost of tuition, subject to the above limit;

Upon completion of the course, the employee is still within the employ of the Town;

The employee furnishes appropriate documentation to the Town Manager demonstrating the successful completion of the course and the tuition payments made.

ARTICLE XX

PROTECTIVE CLAUSE

In the event of the elimination of a position and the subsequent reinstatement of a similar position, within three (3) years, the Town shall notify the released employee of the reinstatement of the position and grant that employee first refusal for the position.

If a person is demoted because of the elimination of a position and the position is subsequently reinstated at any time, the demoted employee shall have the option of being reinstated to that position.

ARTICLE XXI

CLOTHING ALLOWANCE

Section 1. The Town shall reimburse the following employees whose workplace is substantially not limited to an office, up to $250.00 per year for clothing and personal protective equipment:

Assistant Building Inspector(s), Assistant Town Engineer, Construction Inspector, Environmental/Conservation Planner, Subdivision Inspector, Assistant Recreation Director.

Section 2. The Town shall furnish each of the following employees all necessary equipment for the proper performance of their duties:

Animal Control/ Animal Human Officer,' Public Safety Dispatchers, Animal Control/Parking Officer.

The Public Safety Dispatchers identified in Section 2 will be allowed a uniform allowance in the amount of $550.00. Said employees will also be allowed a clothing/cleaning maintenance allowance of $700.00, which is paid at the beginning of July each year. The uniform allowance is not paid directly to employees. Employees are required to go to a Police Department approved clothing shop to acquire clothing replacement items, and the clothing shop bills the police department directly.

The clothing allowance for employees in Section 2 will be credited to the Dispatcher's personal clothing account at the beginning of each fiscal year. Records of these accounts are to be maintained by the Mansfield Police Department secretary. Employees are required to give receipts for all purchases made using the clothing allowance to the Mansfield Police Department Secretary. There will be no carryover of unused clothing funds at the end of each fiscal year.

Initial issue of uniforms for newly hired dispatchers will consist of the following:

Four(4) short sleeve shirts, four (4) long sleeve shirts, four (4) turtleneck shirts, one (1) V-neck sweater, three (3) pairs of pants, one (l) black leather belt, one (1) pair of black shoes and one (1) black tie. Official patches will be provided by the Mansfield Police Department. If administration requires new or additional specific items of clothing, then the Town will provide required items of clothing on a one-time basis. Subsequent maintenance or replacement of items is to be purchased through the clothing allowance.

Newly hired dispatchers will receive clothing maintenance funds in the amount of forty dollars ($40.00) for each month remaining in the fiscal year of hire, which will be paid to these dispatchers at the end of the fiscal year.

ARTICLE XXII

HEALTH AND LIFE INSURANCE

The Town shall make available to otherwise eligible bargaining unit members the same health benefit plans as are uniformly provided to other employees and shall bargain with the Union, as required by law, before switching 01' eliminating any plan.

The Town and the Union have entered into a Memorandum of Agreement, dated June 2011) which sets forth the current agreement with respect to Health Insurance, and which is attached hereto as Appendix C and is incorporated herein by reference. The Union agrees that the health insurance mitigation program currently in effect shall be subject to modification in the discretion of the Town on 01' after July 1, 2014, subject to the provisions of this paragraph. The Town states its intent to reconvene the employee committee to review current mitigation practices and to formulate a proposal for a revised mitigation program. The Union shall be entitled to participate in the employee committee on the same terms and conditions as members of other Town bargaining units, subject to applicable law. The Town agrees to provide advance notification of any modifications to the mitigation program, and to meet with the Union to bargain over the impact of such changes occurring during the term of this collective bargaining agreement (July 1,2014 to June 30, 2017). The Union acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement.

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

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 the opportunity to bargain over such a change. Negotiations will be limited to Article XXII, Health and Life Insurance. It is further agreed that, in the event of a decrease in the Town's health insurance premium contribution rate, the Town shall pay at 50% toward the premium cost of a dental insurance plan for Town employees.

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 ($50.00) 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 XXIII

MILITARY RESERVE OR NATIONAL GUARD

Employees called for Military Reserve or National Guard training will, on presentation of a certificate from military authorities, be paid the difference between the amount received while in training and their normal pay for periods not exceeding ten (10) working days, excluding weekends.

ARTICLE XXIV

PART-TIME EMPLOYEE BENEFITS

Employees classified as permanent part-time shall be granted vacation and sick leave benefits in the ratio that average weekly hours relate to the normal work week of the department, provided that they maintain a regular work schedule on a daily basis. Seasonal or temporary part-time employees shall not be eligible for any fringe benefits.

Permanent part-time employees working twenty (20) hours or more shall have the option of enrolling in health insurance.

ARTICLE XXV

PARENTAL LEAVE

The employer will grant parental leave in accordance with the provisions of Chapter 149, Section 105D of the Massachusetts General Laws.

ARTICLE XXVI

MANAGEMENT RIGHTS AND NO STRIKE

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

vested exclusively in the employer. These rights, whether exercised or not, include without being limited to, all rights and powers given the employer by the law; the right to operate, manage and control the Town Hall and its activities and to direct and control the work of its employees and the use of its properties, facilities and equipment; the right to establish duties to require such standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine methods and procedures and to direct employees; the right to promote employees and to determine the necessity for filling a vacancy in accordance with Article 19 of this Agreement; the right to select and hire employees; the right to discharge, suspend or reprimand employees, for just cause, in accordance with Article 5 and 6 of this Agreement; the right to lay off employees for lack of work in accordance with Article 19 of this Agreement; the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, including rules and regulations concerning a dress code, safety measures and the right to control and supervise the Department's operations and affairs.

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

ARTICLE XXVII

SENIORITY

Seniority shall be defined as the length of continuous service with the Town. The principle of seniority shall govern and control in all cases of promotion within the bargaining unit as well as choice of vacation period and in any other matter in which preference is a factor. Seniority of Public Safety Dispatchers shall be determined by the date of promotion/date of hire with the Town. In the event that more than one (1) employee was promoted on the same date, spelling of the last name, with attention to alphabetic order, shall be the determining factor.

ARTICLE XXVIII

DURATION

Section 1. This contract shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2020 and from year to year thereafter, except that either party may, by written notice to the other at least sixty (60) days prior to the termination date, or any anniversary date thereof, give notice of its desires to modify or terminate this Agreement.

Section 2. Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement.

ARTICLE XXIX

JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, the Town shall notify the Union Steward of the vacancy via email and notice of such vacancy shall be physically posted in a conspicuous place in each building where bargaining unit members work listing the pay, duties and qualifications, area, shift and days off.

This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within fifteen (15) days of the expiration of the posting period, the employer will award the position to the most senior applicant who is also the most qualified and most experienced applicant for the position within the bargaining unit.

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

An employee accepting a new, but lateral position, with another department shall transfer at the same or higher rate of pay to the new position, subject to appropriation, provided the positions are lateral full time to full time or part time to part time.

ARTICLE XXX

SEPARABILITY

If any article or section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In witness whereof, the Town of Mansfield and the Non-Supervisory Unit, a Division of the United Steelworkers, have caused the agreement to be signed, executed and delivered on the 11th day of April, 2018.

TOWN OF MANSFIELD:

Kevin J. Dumas, Town Manager

John F. Stanbrook, Finance Director

UNITED STEELWORKERS
AFL-CIO-CLC

Leo W. Gerard, President

Stanley W. Johnson, International Secretary-Treasurer

Thomas M. Conway, Vice-President, Administration

Fred Redmond, International Vice-President
Human Affairs

John E. Shinn, Director, District 4

Leonard Sauro, Staff Representative

Al Kulbok

Michelle Proulx

Jeffrey Moreau

Barbara Guilbault

APPENDIX A

SALARY RANGE

Section 1. The salary range of each grade shall be comprised of six (6) equal steps, said steps to be determined by the number of years worked in a given position as provided below or the step negotiated for comparable experience as follows:

0 Years	Step 1
2 Years	Step 2
4 Years	Step 3
6 Years	Step 4
8 Years	Step 5
10 Years	Step 6

Section 2. Negotiated starting wage and merit raises will not hold step increases in abeyance, but will serve to accelerate progression to the top of the salary range. Initial step increases will be automatic and granted strictly on the basis of negotiated starting wage and years of service in a given position. In subsequent years, step increases will be awarded based on starting rate, years of service in the position, and, additionally, a satisfactory Performance Report form the employee's direct supervisor, as endorsed by the Town Manager. In the case of a poorly documented and/or unsubstantiated Unsatisfactory Performance Report or the lack of a Performance Report submitted no later than three (3) months prior to the next scheduled step increase, the employee will automatically advance to the next step in the range. In case of a dispute over a Performance Report, The Grievance and Arbitration Procedure in Article V shall be utilized to resolve the question.

Section 3. After two (2) years at Step 6 of the Salary Range for any Job Grade, an employee may seek to reclassify the position to a higher grade through negotiations between the bargaining unit and the Town.

Effective July 1, 2017 - 2% across-the-board increase to all steps and grades; effective July 1,2018 - 2% across-the-board increase to all steps and grades; effective July 1, 2019 - 2% across-the-board increase to all steps and grades.

The Town may, after evaluating the responsibilities of various job titles, reclassify some positions, provided that the salary of any individual is not reduced and further provided that such re-classification is mutually agreed upon by the Town and the Union.

Employees at the 6th step for 2 years shall, upon satisfactory review, receive a one percent (1 %) increase to their base salary per year.

Section 4. An employee may progress to an additional step (or steps) or be eligible for additional compensation for performance or educational achievement

pertinent to the position or adjustment relative to the employment market, or additional responsibilities.

Section 5. In the event an employee is requested to serve in an acting capacity for one or more days, or anyone employee is required to staff an office for five (5) or more consecutive work days then s/he shall be paid a stipend from the first day of such "out-of-grade" service in the amount of a differential of no less than 25% of the employee's hourly wage for all hours worked.

The following is a list of the positions within the bargaining unit and associated salary schedule grades for such positions:

TITLE	GRADE
Assistant Town Accountant	D
Assistant Treasurer/Collector	D
Assistant Town Clerk	C
DPW Billing Supervisor	C
Assistant Director COA	C
Assistant Director Parks and Rec	C
Administrative Secretary-Building	B
Administrative Secretary-Planning	B
Ad ministrative Secretary-Engineering	B
Administrative Secretary-Health/Conservation	B
Administrative Secretary-Building	B
Administrative Secretary-Assessors	B
Administrative Secretary-DPW	B
Outreach Work for COA	A
COA Secretary	A
Outreach Work for COA	A
Administrative Secretary-Water	B
Dispatcher	B
Animal Control/Humane Officer	C
Animal Control/Parking Officer	B
Assistant Engineer	G
Environmental/Conservation	G
IPP Coordinator	F
Assistant Building Inspector	D
Veterans Agent	D
GIS Manager	G
MIS Network Support Technician	D
Social Worker	C
Zoning Secretary	B
Office Admin/Computer Asst./Trainer	

Section 6. The Union agrees that the Town may change pay from weekly to bi-weekly without need for further bargaining if the Town obtains the agreement of all

other unions to convert to bi-weekly pay, and so long as the Town provides a minimum of six (6) months advance notice to affected bargaining unit members and makes the conversion to bi-weekly pay during a calendar month in which the employees will receive three (3) pay checks.

Section 7. All employees shall receive their pay through direct deposit. (Each employee 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 employee who has a documented hardship in establishing direct deposit. The Town may provide employees with electronic pay advices in lieu of paper advices/paystubs.

2.

TOWN OF MANSFIELD FY18-FY20 USW NON-SUPERVISORY PAY MATRIX

2.00% Increase

FY18 GRADE & STEP CHART	Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	$44,278.65	$48,137.28	$52,392.10	$57,029.01	$62,088.07	$67,594.31	$73,606.13
Step 2	$46,719.00	$50,837.45	$55,335.43	$60,239.29	$65,580.35	$71,408.62	$77,767.48
Step 3	$48,095.10	$52,337.11	$56,970.03	$62,021.02	$67,522.30	$73,525.43	$80,075.04
Step 4	$49,512.50	$53,881.78	$58,653.67	$63,856.19	$69,522.50	$75,705.72	$82,451.83
Step 5	$50,972.41	$55,472.77	$60,387.81	$65,746.42	$71,582.71	$77,951.43	$84,899.93
Step 6	$52,476.12	$57,111.48	$62,173.99	$67,693.34	$73,704.74	$80,264.51	$87,421.46

TOWN OF MANSFIELD FY18-FY20 USW NON-SUPERVISORY PAY MATRIX

2.00% Increase

FY19 GRADE & STEP CHART	Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	$45,164.22	$49,100.02	$53,439.94	$58,169.59	$63,329.83	$68,946.19	$75,078.25
Step 2	$47,653.38	$51,854.20	$56,442.14	$61,444.08	$66,891.96	$72,836.79	$79,322.83
Step 3	$49,057.00	$53,383.85	$58,109.43	$63,261.44	$68,872.74	$74,995.93	$81,676.54
Step 4	$50,502.75	$54,959.41	$59,826.75	$65,133.32	$70,912.95	$77,219.83	$84,100.87
Step 5	$51,991.86	$56,582.23	$61,595.57	$67,061.34	$73,014.37	$79,510.46	$86,597.93
Step 6	$53,525.65	$58,253.71	$63,417.47	$69,047.21	$75,178.84	$81,869.80	$89,169.89

2.00% Increase

TOWN OF MANSFIELD FY18-FY20 USW NON-SUPERVISORY PAY MATRIX

2.00% Increase

FY20 GRADE & STEP CHART	Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G
Step 1	$46,067.51	$50,082.02	$54,508.74	$59,332.98	$64,596.43	$70,325.12	$76,579.81
Step 2	$48,606.45	$52,891.29	$57,570.98	$62,672.96	$68,229.80	$74,293.53	$80,909.29
Step 3	$50,038.14	$54,451.53	$59,271.62	$64,526.67	$70,250.20	$76,495.85	$83,310.07
Step 4	$51,512.81	$56,058.60	$61,023.28	$66,435.98	$72,331.21	$78,764.23	$85,782.89
Step 5	$53,031.69	$57,713.87	$62,827.48	$68,402.57	$74,474.65	$81,100.67	$88,329.89
Step 6	$54,596.16	$59,418.79	$64,685.82	$70,428.15	$76,682.41	$83,507.20	$90,953.28

APPENDIX B

Compensatory Time Policy

Adopted by the Board of Selectmen, May 4, 2011

Compensatory time may only be earned with prior approval of the Town Manager. The Town Manager may waive the prior approval requirement in instances of unforeseen work such as emergency call out. No person may carry a "camp time" accrual balance which exceeds the person's scheduled work week. In the event that a person will earn camp time which will result in his or her camp time balance exceeding the normal work week threshold, he or she must notify the Town Manager of that fact at the time of making the request to earn additional camp time and he or she must receive written approval from the Town Manager authorizing the employee to exceed the normal work week camp time balance. Employees who have accumulated camp time in excess of the normal work week on the effective date of this policy shall utilize said camp time by the end of the 2011 calendar year.

Compensatory time which is being sought to attend a meeting which begins more than thirty minutes after the end of all employee's scheduled work day will only be granted for the actual length of the meeting itself or, for the length of the meeting.

Compensatory time accumulated within a calendar year must be used within the first six months of the next calendar' year. Employees with excessive compensatory time accumulated may have the time frame extended to one year. An employee who wishes to use his or her compensatory time must request advance approval from the Town Manager or his or her designee. For purposes of this policy, the Town Manager has designated the Department Heads as his designee regarding requests by non-supervisory bargaining unit personnel to accrue and use compensatory time.

The Treasurer's Office shall maintain records of all compensatory time earned and compensatory time taken.

Requests for use of compensatory time shall be made in writing at least forty-eight (48) hours before use of the compensatory time and shall be processed within forty-eight hours of submission.

Compensatory time can only be earned after 37.5 or 40 hours of a normally scheduled work week depending on the employee's normal work week.

Employees are encouraged to take time off during the same work week as camp time would be earned in order to avoid accumulating compensatory time or to "flex" their hours to avoid accumulating compensatory time.

APPENDIX C

Memorandum of Agreement Regarding Health Insurance attached.

Memorandum of Agreement Regarding Health Insurance

This Memorandum of Agreement Regarding Health Insurance ("the Agreement") is entered into this __ day of June, 2011 between the Town of Mansfield ("the Town") and the United Steelworkers, AFL-CIO, CLC, Local 16031, Non-Supervisory Unit, ("the Union").

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

WHEREAS, as part of the negotiations resulting in those successor agreements, 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 any and all prior agreements and memoranda between the parties regarding health insurance, whether appended to the current collective bargaining agreement between the Parties or otherwise. Any and all such prior agreements shall no longer have any effect between the Parties, and this Agreement shall be added as an appendix to the collective bargaining agreements covering the period July 1, 2009 through June 30, 2011 and July 1, 2011 through June 30, 2014.

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

2. With respect to the HMO plan offered by the Town, the Union agrees to switch from the current offering, Blue Cross/Blue Shield (BCBS) HMO Blue Plan, to BCBS HMO New England Value Plan. The Union agrees that the Town may immediately discontinue offering the BCBS HMO Blue Plan, and that thereafter the BCBS HMO New England Value Plan shall be the only HMO plan offered by the Town to Union members. The Union agrees that is 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 12 below. During this period of time, the existing premium contribution split of 70% employer/30% employee shall be maintained, and the Town shall continue to offer the existing mitigation of co-payment costs.

8. The Union agrees that the Town may change from the current PPO offering, BCBS Blue Care Elect, to the BCBS Blue Care Elect Value Plan at any time following the execution of this Agreement, upon reasonable notice to the Union and its membership. The Town states its intention to make such change as soon as possible; specifically, as soon as a similar agreement is reached with all other bargaining units representing employees of the Town and/or at such time and in such manner as the Town determines will otherwise comply with applicable law, including but not limited to M.G.L. c. 32B. The Union agrees that is 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.

10. 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.

11. 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.

12. 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

13. 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
United Steelworkers, AFL-CIO, CLC
Local 16031, Non-Supervisory Unit:

SIDE LETTER OF AGREEMENT
Between
The Town of Mansfield
And
The United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit

This Side Letter of Agreement is entered into by and between the Town of Mansfield (Town) and the United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit (Union).

Whereas, the Town and the Union are currently in negotiations for a collective bargaining agreement for the period of July 1, 2017 through June 30, 2020;

Whereas, the parties are aware that the Town will be regionalizing the dispatch function during the 2017-2020 contract term;

Now, therefore, the parties agree that, prior to the regionalization, the parties will meet and bargain the impact of said regionalization on the dispatchers in this bargaining unit.

Agreed to on this 24th day of January, 2018 by:

Town of Mansfield:

United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit:

SIDE LETTER OF AGREEMENT
Between
The Town of Mansfield
And
The United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit

This Side Letter of Agreement is entered into by and between the Town of Mansfield (Town) and the United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit (Union).

Whereas, the Town and the Union are currently in negotiations for a collective bargaining agreement for the period of July 1, 2017 through June 30, 2020;

Whereas, the Parking Enforcement Officer position is currently classified in Grade "A;"

Whereas, the Animal Control Officer position is currently classified in Grade "C;"

Whereas; the Parking Enforcement Officer covers for the Animal Control Officer whenever the Animal Control Officer is out of work; and

Whereas; the Town and the Union seek to reclassify the Parking Enforcement Officer in recognition of the additional work he/she performs when covering for the Animal Control Officer;

Now, therefore, the parties agree as follows:

1. The Parking Enforcement Officer position will be reclassified to Grade "B" effective July 1, 2017;

2. The employee who currently holds the Parking Enforcement Officer position, Steven Simonds, is currently at Grade A, Step 6. Mr. Simonds will be reclassified to Grade B, Step 4 effective July 1, 2017.

3. This Side Letter of Agreement fully settles any and all claims Mr. Simonds has or may have had to any compensation above his regular rate of pay for the performance of Animal Control Officer duties prior to the execution of this agreement.

4. Upon initial employment, any employee hired into the Parking Enforcement Officer position after the date of this Agreement shall be placed on the appropriate step as determined by Appendix A of the Parties' Collective Bargaining Agreement, which provides that initial step placement will be determined on the basis of negotiated starting wage and may be determined by the number of years worked in a given position or the step negotiated for comparable experience as specified in Appendix A.

Agreed to on this 24th day of January, 2018 by:

Town of Mansfield:

United Steelworkers AFL-CIO-CLC, Local 16031, Non-Supervisory Unit:

DWLIBDB\305269.v1-10110/00