

AGREEMENT

between

THE TOWN OF MANSFIELD

and

UNITED STEELWORKERS

AFL-CIO-CLC, LOCAL UNION 9517-03

On Behalf of the

SUPERVISORY UNIT

July 1, 2017 – June 30, 2020

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## ARTICLE 1 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 2 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 supervisory employees in the Town employed in the following position or position performing similar duties: Planning Director, Library Director, Parks and Recreation Director, Inspector of Buildings, Treasurer/Collector, Council on Aging Director, Health Agent, Assistant Assessor/Office Manager, Town Clerk, Wastewater Operations Manager, Water Operations Manager, Town Accountant, Town Engineer, DPW Office Manager, DPW Highway Division Operations Manager, DPW Manager of Public Buildings and MIS Director.

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, restraint, or coercion by the Town or any of its agents against any member because of race, creed, sex or national origin.

Section 4. The Town and the Union recognize and honor existing contracts and/or employment agreements.

## ARTICLE 3 UNION DUES

Section 1. Employees shall tender the initiation fee (if any), and any 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.

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 I.

#### **ARTICLE 4 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 any one 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 provisions, and the obligations of the Union and Town to such future performance shall continue in full force and effect.

#### **ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance is a dispute arising out of an alleged violation of the terms of this Agreement.

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.

Section 2. The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision shall be final and binding upon the parties.

The expense for the arbitrator services and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

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

A grievance not initiated within the times specified in Steps 1, 2 and 3 shall be deemed waived

unless both parties have agreed to an extension thereof in writing.

**ARTICLE 6  
STATEMENT OF DISCHARGE OR DISCIPLINE**

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.

**ARTICLE 7 LONGEVITY**

After 5 years of service	\$375
After 10 years of service	\$425
After 15 years of service	\$575
After 20 years of service	\$625
After 25 years of service	\$675
After 30 years of service	\$725

**ARTICLE 8 HOLIDAYS**

Section 1. All employees whose work is not required for the maintenance of essential services or emergencies, shall have the day off and shall be paid for at straight time compensation for the following legal holidays:

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

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 double time off at the employee's discretion within thirty days. 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.

Section 2. All employees, whose work is not required for the maintenance of essential services or emergencies, shall have the day off at straight time compensation for:

- One half day before Christmas
- Half day after Thanksgiving Day

**ARTICLE 9  
SICK LEAVE**

Section 1. Each employee shall be entitled to 1.25 days of sick leave for each month of service. Unused sick leave shall be accumulated with no maximum.

Section 2. Sick leave shall accumulate 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. Sick leave may be granted by the Town Manager consistent with the Town's FMLA policy. Denial of sick leave for any such purpose shall be non-grievable and non-arbitrable.

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:

<u>Number of Sick Days Used</u>	<u>Compensated Days</u>
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 the compensation may not reduce an employee's accrual below sixty (60) 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.

**ARTICLE 10  
VACATION LEAVE**

Section 1. Employees are entitled to accrue monthly vacation each year of their employment on the following basis, calculated as of the anniversary date of appointment:

Six to twelve months	1 Week
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One to Five Years	2 Weeks
Five Years	3 Weeks
After Five Years	3 Weeks plus 1 day for each year of service to A maximum of five weeks

Section 2. Employees are entitled to accrue up to 50 unused vacation leave days per year. The employee shall not use more than 20 vacation days continuously, without the appointing authority's approval.

Section 3. Upon the death of an employee, the cash value of unused vacation leave days shall be paid to the heirs of the employee.

Section 4. The memorandum of agreement settling Grievance Report Number 1 filed on July 16, 1996 shall become part of this contract. This agreement applies only to those employed by the Town on that date. It states:

"Effective upon signing this memorandum of agreement, members of the Union shall be credited with 1.67 days' vacation leave per month of employment with the most recent employer, prior to employment with the Town of Mansfield, with the following stipulations:

1. The Union member must have held a similar position immediately prior to employment by the Town;
2. The vacation leave days credited by this agreement shall have no cash value;
3. In no case will the amount of vacation leave days credited by this agreement allow a Union member to exceed the maximum allowed vacation leave days granted in Article X-- Vacation Leave of the Contract;

This settlement agreement applies only to the current and subsequent contract(s).

Signed and agreed on August 5, 1996.

For the Town: Signed/William F. Williams, Town Manager

For the Union: Signed/Scott Leite, Union Steward

Section 5. In the event of recruiting for a position represented by this contract, the Town may extend vacation leave benefits to the employee in the following manner:

1. The employee must have held a similar position for 5 years immediately prior to employment with the Town;
2. The Town may extend no more than 15 days' vacation leave;
3. The employee then accrues vacation leave in the manner prescribed by this contract.

The provisions of Section 5 shall apply to the current Town Accountant and Assistant Assessor/Office Manager retroactive to their date of employment with Town.

### **ARTICLE 11 JURY DUTY**

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

### **ARTICLE 12 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, or in-law (father, mother, brother, sister) or domestic partner.

Section 2. Employees shall be paid for up to two (2) additional, regularly scheduled work days, for time lost due to the death of a child, parent, stepchild, brother, sister, grandparent or in-law when actual travel to the funeral destination exceeds three hundred (300) miles.

### **ARTICLE 13 UNION REPRESENTATIVES**

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

One Union Representative shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay, provided such leave can be granted without interference or disruption of the normal work schedule. Union Officers will be granted reasonable time off for Union business without loss of pay, subject to approval of the Town Manager or Appointing Authority. Such time off shall not be unreasonably denied.

### **ARTICLE 14 PERSONAL LEAVE**

The employer shall grant an employee five (5) days leave of absence with pay, each year, for the purpose of conducting necessary and important personal business. The employee shall make a timely verbal request twenty-four hours in advance, or by telephone for an emergency.

**ARTICLE 15  
WORK WEEK**

Section 1. The normal workweek shall be thirty-seven and one half-hours for the following positions: Town Clerk, COA Director, Parks/Recreation Director, DPW Office Manager, Assistant Assessor, MIS Director, Library Director, Inspector of Buildings, Treasurer/Collector, Health Agent, Planning/Development Director and Town Engineer.

The work week shall be forty hours for the following positions: Public Buildings/Special projects Manager, Highway Division Operations Manager, Water Operations Manager and Wastewater Operation Manager.

Section 2. Any change in the daily operating hours shall be negotiated with the Union.

**ARTICLE 16  
COMPENSATORY TIME**

Section 1. The Town recognizes that an employee works hours beyond that of the normal workweek and the employee has the right to a reasonable amount of compensatory time off. Compensatory time shall be accrued at time and one-half. The town may issue reasonable rules for the use of compensatory time.

Section 2. No employee shall create a need for work hours beyond the normal workweek.

Section 3. 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.

**ARTICLE 17  
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.

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

**ARTICLE 18  
EDUCATION BENEFITS**

The Town shall reimburse an employee for tuition expenses only incurred for approved course work to a maximum employee payment per fiscal year of \$1,500 subject to Town Manager approval, whose decision is binding in the following manner:

The employee secures written advance approval from the Town Manager;

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

The employee who successfully completes the course with a grade of "C," or in the case of a pass/fail course a pass, 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 "A" or "B" 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 19 PROTECTIVE CLAUSE

In the event of the elimination or reduction in hours of a position and the subsequent reinstatement of that position, within three (3) years, the Town shall notify the released employee of the reinstatement of the position or position performing similar duties, as defined by the most recent description for the position during the time the employee held the position, and grant that employee first refusal for the position with no loss of seniority or accrual of benefits.

### ARTICLE 20 CLOTHING ALLOWANCE

Section 1. Annually, after providing all receipts evidencing uniform purchases the Town shall reimburse the following employees whose workplace is substantially not limited to an office up to \$450 for clothing and personal protective equipment for the following positions:

- |                   |                           |
|-------------------|---------------------------|
| Planning Director | Parks/Recreation Director |
| Health Agent      | Building Inspector        |
| Town Engineer     |                           |

Section 2. Annually, after providing all receipts evidencing uniform purchases the Town shall reimburse the following employees whose workplace is not limited to an office up to \$600 for clothing and personal protective equipment for the following positions:

- Wastewater Operations Manager
- Water Operations Manager
- DPW Highway Division Operations Manager
- DPW Manager of Public Buildings

**ARTICLE 21**  
**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 or eliminating any plan.

The Town currently provides a health insurance mitigation program. **Should the Town seek to change or eliminate the health insurance mitigation program, the Town shall bargain with the Union, as required by law, before changing or eliminating it.**

The Employer shall offer a Tier 4 dental coverage plan, the premium of which shall be shared 50% employer/50% employee. Participation in the plan shall be voluntary on the part of the employee.

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

The 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. Negotiations will be limited to Article XXI 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 50% toward the premium cost of a dental insurance plan for Town employees.

**ARTICLE 22**  
**PARENTAL LEAVE**

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

**ARTICLE 23**  
**COMPENSATION**

Section 1. The salary range of each grade shall be comprised of eleven (11) equal steps. 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 follows:

0 Years	Step 2
2 Years	Step 3
4 Years	Step 4
6 Years	Step 5
8 Years	Step 6
10 Years	Step 7

12 Years	Step 8
14 Years	Step 9
16 Years	Step 10
18 Years	Step 11

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. Every other year, step increases will be awarded based on starting rate, years of service in the position, and a satisfactory Performance Report from the employee's supervisor. The form and substance of the Performance Report shall be negotiated and agreeable to the Union.

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, Article V. Grievance and Arbitration Procedure shall be utilized to resolve the question.

Section 3. In the event that significant changes have occurred affecting his/her position, or after being at step ten for a minimum of two (2) years, an employee may seek to reclassify the position to a higher grade through negotiations between the bargaining unit and the Town.

The Town may, after evaluating the responsibilities of various job titles, reclassify a position, provided that the salary of any individual is not reduced, and that reclassification is agreed upon by the Town and the Union.

Section 4. An employee may progress to an additional step (or steps) for performance; or educational achievement pertinent to the position; or adjustment relative to the employment market; or additional responsibilities.

Section 5. Step increases will become effective on the first day of July of the appropriate year. Employees hired after the implementation of this agreement shall also receive said increases as of the first day of July. Employees starting work on or before December 31st will have their service date as of July 1st of the year of hire while employees starting work after January 1st will have the following July 1st as their service date for the purpose of a step increase. Employees will then progress through the steps as per this contract until reaching Step 11.

Section 6. The salary ranges set forth in Appendix A shall be adjusted as follows:

- Effective July 1, 2017 – 2.0% across-the-board increase
- Effective July 1, 2018 - 2.0% across-the-board increase
- Effective July 1, 2019 – 2.0% across-the-board increase.

For the term of this Agreement July 1, 2014 to June 30, 2015, it is agreed that the base salary rate of any bargaining unit employee who is at top step (Step 11) of his/her Grade as of July 1, 2014 shall be increased by 1% above the rate set forth in Appendix A.

Section 7. 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 8. 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.

## ARTICLE 24 HARASSMENT IN THE WORKPLACE

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

## ARTICLE 25 LEAVE OF ABSENCE

An employee may, with the approval of the Town Manager, be granted a leave of absence not to exceed 30 days, in 15 day increments, without pay and without accruing benefits. Within the 30-day period, the employee is required to provide 15 day status reports that outline his/her progress towards return to duty.

The leave of absence cannot be used to seek employment opportunities.

## ARTICLE 26 JOB DESCRIPTION CHANGES AND RECLASSIFICATION

Section 1. No job description for a position shall be changed without negotiation with the union. No position shall be reclassified without negotiation with the union. See the side letter agreement reached as a result of the January 2017 Supervisory Union Salary (Survey) attached hereto.

Section 2. Positions represented by this unit are grade classified as follows:

- Grade G: COA Director, Parks/Recreation Director
- Grade H: DPW Office Manager, Town Clerk
- Grade I: MIS Director, Library Director, Assistant Assessor
- Grade J: Wastewater Operations Manager, Inspector of Buildings, Treasurer/Collector, Town Accountant, Water Operations Manager, Health Agent, DPW Public Buildings, Highway Division Operations
- Grade K: Planning/Development Director
- Grade L: Town Engineer

**ARTICLE 27**  
**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 procedure and to direct employees; the right to promote employees and to determine the necessity for filling a vacancy; the right to select and hire employees; the right to discharge, suspend or reprimand employees (for just cause); the right to lay-off employees for lack of work; the right to issue reasonable rules and regulations including reasonable rules and regulations concerning a dress code; the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, 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 this Agreement it will not authorize, approve, participate in or in any way encourage any strike, work stoppage, slowdown or withholding of services, including compensated extra hours or services from the employer, the Town of Mansfield.

**ARTICLE 28**  
**SEPARABILITY**

If any proposal 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 proposal 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 proposal 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.

**ARTICLE 29**  
**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 30**  
**DEFERRED COMPENSATION CONTRIBUTION**

For all employees hired prior to July 1, 2017, the Town shall make a matching contribution to an employee's 457 Deferred Compensation Plan according to the schedule set forth below. Investment options are the sole responsibility of the employee. The Town shall not contribute more than the employee has contributed to his/her own plan. Should in the future the Town offer this Deferred Compensation Contribution benefit to any Town employee, the Town shall agree to negotiate and bargain with the Union concerning the Deferred Compensation Contribution benefit if requested to do so by the Union.

- Match up to two-percent (2%) of base salary after two (2) years of service
- Match up to three-percent (3%) of base salary after three (3) years of service
- Match up to four-percent (4%) of base salary after four (4) years of service
- Match of five-percent (5%) of base salary after five (5) years of service

For purposes of this Article, "years of service" shall be defined as time worked in a position represented by the Supervisory Unit, and determined by the anniversary date of representation.

**ARTICLE 31**  
**MISCELLANEOUS PROVISIONS (INCLEMENT WEATHER)**

Section 1. In the event the Governor issues an executive order banning non-essential motor vehicle travel (see the attached example), 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.

Section 2. 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.

THIS AGREEMENT is entered into this 11 day of April, 2018

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 27<sup>th</sup> day of December, 2011.

UNITED STEELWORKERS,  
AFL-CIO-CLC

Leo W. Gerard

Leo W. Gerard,  
President

Stanley W. Johnson

Stanley W. Johnson  
International Secretary-Treasurer

Thomas Conway

Thomas M. Conway,  
Vice President, Administration

Fred Redmond

Fred Redmond,  
Vice President, Human Affairs

John E. Shinn

John E. Shinn,  
Director, District 4

Leonard Sauro

Leonard Sauro  
Staff Representative

M. Zell

Richard

Nancy L. Hirste

FOR THE TOWN OF MANSFIELD

Kevin J. Dumas

Kevin J. Dumas  
Town Manager

John F. Stanbrook

John F. Stanbrook  
Acting Town Manager

**SIDE LETTER MEMORIALIZING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF MANSFIELD**  
**AND**  
**THE UNITED STEELWORKERS AFL-CIO-CLC, LOCAL 16031**  
**(SUPERVISORY UNIT)**  
**December 20, 2017**

Whereas, the Town of Mansfield (Town) and the United Steelworkers AFL-CIO, Local 16031, Supervisory Unit (Union), wish to enter into a Side Letter of Agreement (Agreement) concerning the parties' agreement resulting from the January 2017 Supervisory Union Salary Survey (Survey) and subsequent negotiations,

Now therefore, the Town and the Union agree as follows:

1. The positions regraded as a result of the Survey (regraded positions) and subsequent negotiations will be placed on the salary scale as follows, effective July 1, 2017:

Regraded Position	Salary Schedule
Town Clerk	H6
DPW Office Manager	H3
Assistant Assessor	I9
DPW Public Buildings	J7
Highway Div. Op. Manager	J7
Town Engineer	L5

2. The incumbents in the regraded positions as of the date of this Agreement shall be placed on the Salary Schedules in the Collective Bargaining Agreement, as described above. The incumbents in the regraded positions shall not be eligible to receive step increases until July 1, 2019.
3. Upon initial employment, employees hired into one of the regraded positions after the date of this Agreement shall be paid in accordance with the Salary Grade identified above and placed on the appropriate step as determined by Article 23 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 Article 23.
4. Upon initial employment, employees hired into the following positions will be regraded as follows:

Position	Grade Upon Initial Employment
Library Director	Grade H
Health Agent	Grade I
MIS Director	Grade H

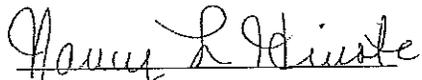
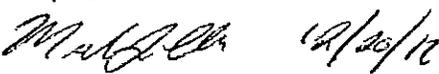
The regrading of the Library Director, Health Agent, and MIS Director positions will apply prospectively to new employees only. The incumbents in the Library Director, Health Agent, and MIS Director positions will remain in their current grade and will be eligible for step increases in accordance with Article 23 of the parties' contract. Upon initial employment, employees hired into the Library Director, Health Agent, and MIS Director positions after the date of this Agreement shall be paid in accordance with the Salary Grade identified above and placed on the appropriate step as determined by Article 23 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 Article 23.

Agreed to on this 20th day of December 2017 by:

The Town of Mansfield

The United Steelworkers AFL-CIO-CLC,  
Local 16031

  
\_\_\_\_\_

  
 12/26/2017  
 12/26/17  
