TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, January 9, 2017
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:00 p.m.

AGENDA

CALL TO ORDER — Page

ROLL CALL

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EXECUTIVE SESSION

20. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
December 12, 2016
DRAFT

Mayor Paul M. Shapiro called the regular meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL
Present: Keane, Marcellino, Moran, Raymond, Ryan, Sargent, Shaiken, Shapiro
Excused: Kochenburger

II. APPROVAL OF MINUTES
Mr. Sargent moved and Mr. Ryan seconded to approve the minutes of the November 28, 2016 minutes as presented. The motion was approved by all present except Ms. Keane who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL
Ray Haddad, Conantville Road, spoke to his concerns regarding designating Mansfield as a sanctuary city including opening the door to not enforcing any number of laws. Mr. Haddad stated that he respects legal immigrants but is concerned the Town will lose federal funding if such a designation is made.
Deena Staples, Mansfield City Road, expressed confusion as to what exactly it means to be a sanctuary city and posed a series of questions about the facts and effects of such a decision. Ms. Staples is concerned about increased costs and crime rate.
Henry Cerwinski, Storrs Heights Road, asked how many residents asked the Council to look into a sanctuary city designation. Mr. Cerwinski reminded Councilors that they take an oath to uphold the law and stated consideration of such an action would be dishonoring that oath. (Distributed federal statutes will be a communication in the January 9, 2017 Council packet)
Daniel Byrd, UConn student and Student Body President, thanked the Council for adding the issue of sanctuary cities to the agenda and noted that the Undergraduate Student Government passed a resolution asking the University and the Town to investigate how they can help undocumented students from being deported. Mr. Byrd corrected the record stating that undocumented students do not get institutional, state or federal financial aid for their education and that it is not illegal to be a sanctuary city.
Tom Ward, Crane Hill Road, spoke in opposition to the sanctuary city designation and asked the Council to follow the law. Mr. Ward stated that it is not right to ask Town employees to not follow the law.
Helen Jane Fried, Olsen Drive, spoke to her lawsuit against the Town and her claim that the approved development has a disparate impact on the elderly with disabilities living there. Mr. Fried also spoke in support of making Mansfield a sanctuary city and urged transparency in local government. (Distributed University of Chicago Law Review will be a communication in the January 9, 2017 Council packet)
Charles Larkins, Clover Mill Road, asked the Council not to approve the designation of Mansfield as a sanctuary city and stated that the Town has bigger issues to take care of.

Mr. Larkins stated that illegal people shouldn't be in the country and that allowing their presence would lead to trouble and the giving away of the country.
Eric Cruz Lopez, South Eagleville Road and an undocumented student who came to this country at the age of seven, stated that we must remember that the country belongs to those who are indigenous to it. Under DOCA Mr. Lopez has a social security card, a driver license and has worked since he was sixteen. Mr. Lopez would like to feel safe in the Town and would like to continue to contribute to the community.
Richard Staples Jr., Mansfield City Road, asked why UConn doesn't handle any issues as they arise and does not feel that it is a Town issue. Mr. Staples commented that not abiding by the laws is not the right way to go and thanked Council members for their service.
Joseline Tlacomulco, a UConn student and undocumented immigrant who came to the country at the age of eight months, relayed a childhood story of immigration officers coming to New Haven where she lived and arresting people without warrants. Based on that experience Ms. Tlacomulco stated that being a sanctuary city would protect residents and asked what laws would the Town be violating
Eric Holinko, Middle Turnpike, stated he feels the Council is going down a silly path and that students are pilgrims, not residents who live in Mansfield for a long time. Students should be part of the Town, not the Town, and we do not have to do what UConn says.
Arthur Smith, Mulberry Road, stated that he is heartened by the students, who are part of the community, coming out to express their opinions and organize on the meaningful issue of sanctuary cities. Mr. Smith, an immigration lawyer, outlined some of his experiences, suggested that legality or "in status" is a complicated issue, and urged the Town to help educate residents on immigration laws.
Ed Hall, Bassetts Bridge Road Extension, questioned the difference between undocumented and illegal and that suggested that town government concern themselves with local issues only.

IV. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager offered the following comments:

- Mr. Hart wished all a happy holiday and prosperous new year

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Ryan noted that the Winter Welcome event in Storrs Center was well attended and a good time. Mr. Ryan also attended the final concert of the Renaissance Revival Group performed last weekend, they will be missed.

VI. OLD BUSINESS

No items of old business

VII. NEW BUSINESS

1. Council Consideration of Sanctuary City Issues

Mayor Shapiro framed the discussion and suggested the following:

- Procedurally, the discussion be conducted by the Council as a whole.
- Councilors should, if they decide to act, determine if the action should be an ordinance or a resolution.

- Clarified that Mansfield does not have a law enforcement agency.
- Requested Council members let staff know of any additional materials or information they would like to have.
- Any action item will need to be crafted by Council members, not staff.

Mr. Hart reviewed his memo and reported that to date he has found only 2 instances in Mansfield in which evidence of citizenship or legal residency is relevant. Voter Registration cards which are attested to by the voter and I-9's which verifies new hires are legally able to work in the US.

Members discussed the amount of time required to fully explore the relevant issues, the use of special meetings or workshops, the establishment of an ad hoc committee, beneficial information needed by members, the need to understand any impact on federal funding, the kinds of provisions a sanctuary city or welcoming city provides for, and the best way to draft language, if any.

Council members agreed to the following actions:

- Invite Sgt. Cournoyer or another representative of the State Police to a provide information on how enforcement issues are currently addressed; any potential impact such a resolution might have; what is the Town's official authority and how do the State Police treat guidance from Towns as a matter of policy; what is the CT State Police interpretation of the statutes; and are there any other CT State Police policies regarding the day to day enforcement of these laws.
- Determine the major components of sanctuary or welcoming city ordinances/resolutions and what such language attempts to accomplish. Councilors Moran, Keane and Shaiken will work to compile a list of provisions contained in enacting legislation.
- Request the Town Attorney research the impact on federal funding; the legal authority of the federal government to withhold funding from governmental agencies; what laws, if any, would the Town be violating if an ordinance was passed; and the legality of an ID system as used in New Haven and Hartford.
- Request staff prepare a list of sanctuary cities in Connecticut.

This issue will be a reoccurring agenda item.

2. Operating Agreement with Mansfield Discovery Depot

Mr. Ryan, Chair of the Finance Committee, moved, effective December 12, 2016, to authorize the Town Manager to extend the terms of the current operating agreement between the Town and the Mansfield Discovery Depot, Inc. through June 30, 2017. Motion passed unanimously.

3. Registrars of Voters Compensation for 2017-2018 Term

Ms. Moran, Chair of the Personnel Committee, moved, effective January 1, 2017, to increase the hourly pay for the Registrar of Voters and Deputy Registrar of Voters by 2.25%, setting the Registrar's compensation at $22.82 per hour and the Deputy Registrar's compensation at $17.12 per hour.

Councilors complimented the Registrars on their work on the election and throughout the year.

The motion passed with all in favor except Mr. Sargent who voted against the motion.

4. FY 2016/17 Compensation and Benefit Adjustments for Nonunion Personnel
Ms. Moran, Chair of the Personnel Committee, moved to approve the Town Manager's proposed changes in wages and tuition reimbursement for non-union regular staff, effective July 1, 2016, and to approve the Town Manager's proposed changes to health insurance for nonunion staff, effective as soon as practicable following approval by the Council.
The motion passed with all in favor except Mr. Sargent who voted against the motion.

5. FY 2016/17 Town Manager's Goals
Ms. Moran, Chair of the Personnel Committee, moved, effective December 12, 2016, to endorse the Town Manager's FY 2016/17 Goals as presented.
The motion passed with all members voting, voting in the affirmative.

6. Cancellation of December 27, 2016 Meeting
Ms. Moran moved and Ms. Keane seconded, to cancel the December 27, 2016 regular meeting of the Mansfield Town Council.
The motion passed with all in favor except Mr. Sargent who abstained.

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, reported that the Committee finished the Policy and Procedure Manual and the Fraud Risk Assessment Plan and has almost completed updates to the Purchasing Ordinance. The Committee is still working on debt performance measurements and approved a new budget schedule.

Ms. Moran, Chair of the Personnel Committee, reported that the Committee will be discussing town manager compensation during an executive session at the December 19, 2016 meeting.
Ms. Moran, Chair of the Police Services Ad Hoc Committee, noted that the Committee continues to discuss the possibility of creating town officer positions.

Mr. Shaiken, reporting for the Committee on Committees noted that the Committee will be meeting on December 20, 2016.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

7. J. Fried (11/28/16)
8. Q. Kessel (11/28/16)
9. CRCOG re: Proposed 2017 CRCOG Legislative Agenda
10. CRCOG re: Crumbling Foundations
11. Press Release: Mansfield Annual Report Now Available
12. Mansfield Minute – December 2016

XI. FUTURE AGENDAS

No additional items added

Mr. Shaiken moved and Mr. Sargent seconded to enter into executive session to discuss the sale or purchase of real property, in accordance with CGS§1-200(6)(D) and to include Town Manager Matt Hart and Environmental Planner Jennifer Kaufman.
Motion passed unanimously.

XII. EXECUTIVE SESSION

Sale or purchase of real property, in accordance with CGS§1-200(6) (D)
Attending: Keane, Marcellino, Moran, Raymond, Rayna, Sargent, Shaiken, Shapiro
Also Attending: Town Manager Matt Hart, Environmental Planner Jennifer Kaufman

XIII. ADJOURNMENT

There was no further business proper to executive session and the meeting reconvened in open session. Mr. Shaiken moved to adjourn at 9:20 p.m., seconded by Ms. Raymond, the motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

December 12, 2016

Good Evening Mayor Shapiro and members of the Town Council. My name is Helen Jane Fried, I live at 39 Olsen Drive, Mansfield Center, where I have lived for over forty years. As you know, neighbors where I live have initiated a lawsuit against the Town of Mansfield because of the allowed commercial development of 17 Olsen Drive, a property on our street. The claim is that it has a disparate impact on the elderly with disabilities living there. I am one of those neighbors in that action. I was heartened during the last Town Council meeting that so many residents spoke out in favor of making Mansfield a sanctuary town. My career has been devoted to promoting diversity, enhancing cross cultural understanding and improving communication among members of disparate groups, in the many locations where we work, live and teach. Accountability and transparency facilitate that diversity and mutual understanding. Federal legislation was enacted in 1871 (Ku Klux Klan Act of 1871) to address local government involvement with the Ku Klux Klan. Illegal actions by the Klan were perpetrated under the guise of carrying out the peoples' business. When local governments conspire to keep information, that they are obligated to give, from their citizenry, it violates that Act. Now, perhaps more than ever, government actions must be closely scrutinized to ensure that they are not conspiring to take individual rights away. I am providing you with a copy of a law review article that addresses the problematic jurisprudence in proving local government conspiracy and, on the brighter side, how it can be remedied. Access to information is a powerful tool in promoting diversity because with it accountability, or lack of it, can be assessed. Access sheds light on local government actions that cannot be respected and should not be tolerated, if we aspire to the goals of achieving a diverse community. I hope that you we study this article, as I have. Thank you.

Item #1

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager
CC: Maria Capriola, Assistant Town Manager
Date: January 23, 2017
Re: Council Consideration of Sanctuary City Issues

Subject Matter/Background
The Mayor and I have included this item on the agenda as a recurring agenda item.

As Council has requested, I have invited Kevin Deneen, Town Attorney, and a representative of the Connecticut State Police to attend your next meeting on January 23, 2017, to answer the questions the Council raised at the December 12th meeting.

PAGE
BREAK

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager MWH
CC: Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk; Mary Landeck, Sexton
Date: January 9, 2017
Re: Neglected Cemetery Account Grant Program

Subject Matter/Background
Attached please find an application in the amount of $2,000.00 for the Neglected Cemetery Account Grant Program. Section 205 of Public Act 14-217 created a Neglected Cemetery Account and authorized the Office of Policy and Management (OPM) to make grants to municipalities to provide upkeep to local, neglected cemeteries. According to the grant information these funds may be used to clear weeds, briars and bushes; to mow cemetery lawns; to repair fences and walls; to straighten memorial stones; and to keep neglected cemeteries in an orderly and decent condition. CGS§ 19a-308 defines a "neglected cemetery" and relieves municipalities, municipal employees, and agents from criminal or civil liability for undertaking care of these cemeteries.

The funds requested in this grant would be used to partially pay for the identification and repair of headstones of early Mansfield settlers. Established in 1693, the Old Mansfield Burying Grounds is the oldest cemetery in Tolland County and in 1992 was placed on the National Register of Historic Places. This cemetery is known for its varied collection of the work of inland Connecticut colonial carvers. A concentrated effort to restore stones in the Old Mansfield Burying Grounds commenced two years ago, but there is still urgent work to be done. The Cemetery Committee has identified this project as an important piece in its effort to protect and preserve Mansfield's burying grounds.

Mary Landeck, the Town's Sexton, will attend Monday's meeting to brief the Council on the grant application and the Cemetery Committee's work.

Financial Impact
The grant program does not require a local "match" or contribution from the Town. The estimated total cost of this project is $6000. Additional monies would come from the Cemetery Fund and would be expended over a number of years as funding becomes available.

Recommendation
If the Council is in agreement with this proposal the following motion is in order:

Resolved: That Matthew W. Hart, Mansfield Town Manager, is empowered to apply for and administer a Neglected Cemetery Account Grant in the amount of $2000.00 for the identification and repair of early headstones in the Mansfield Burying Grounds.

Attachments
1) Grant Application
2) March 16, 2016 Cemetery Committee Minutes

Neglected Cemetery Account Grant Program
Application for State Award

Office of Policy and Management
Pursuant to Sec. 19a-308b of the C.G.S.

This application is to be used by a municipality in applying for a state award under the Neglected Cemetery Account Grant Program for: clearing weeds, briars and bushes; mowing the lawn areas; repair of walls and fences; straightening memorial stones or otherwise keeping in an orderly and decent condition a neglected cemetery, as defined in Section 19a-308 of the CGS. Both a completed hardcopy and electronic version of this application are required to be submitted as indicated below.

Submit application (hardcopy) to: Office of Policy and Management,
450 Capitol Ave. MS #54 MFS
Hartford, CT 06106-1379
Attn: Neglected Cemetery Account Grant Program

Submit electronic version of application to: david.levasseur@ct.gov

Name of applying municipality: Town of Mansfield

Contact Person for the Application:

Name	Mary Landeck
Title	Town Sexton for the Cemetery Committee
Address	4 South Eagleville Road
City/State/Zip	Mansfield, CT 06268
Telephone	860-456-0176 or 860-617-8603
E-mail	LandeckMP@mansfieldct.org

Amount requested (max. $2,000): $2,000

Name and address of the cemetery or cemeteries where work is to be performed: Mansfield Center Cemetery, Storrs Road, Mansfield, CT

Describe the scope of work to be completed at each cemetery using the grant proceeds requested above. Include the annual frequency for each work item at each cemetery.

Example: John Doe Cemetery: repair of walls and fences (once per year), straightening of memorial stones (once per year), lawn mowing (3 times/year), leaf clean-up (once per year), periodic maintenance as needed.

The funds requested in this grant would be used to partially pay for the identification and repair of headstones of early Mansfield settlers. Established in 1693, the Old Mansfield Burying Grounds is the oldest cemetery in Tolland County and was placed on the National Register of Historic Places in 1992. This cemetery is known for its varied collection of the work of inland Connecticut colonial carvers. A concentrated effort to restore stones in the Old Mansfield Burying Grounds commenced two years ago, but there is still urgent work to be done. The Cemetery Committee has identified this project as an important piece in their efforts to protect and preserve Mansfield's burying grounds. There are approximately 50 headstones that need to be straightened or repaired.

Certification by the Chief Executive Officer of the Applicant Municipality:

I do hereby certify that the information contained herein is true and accurate to the best of my knowledge, and understand that proof of endorsement from the Board of Selectmen, Town or City Council or similar body and proof of endorsement from the Board of Finance or similar body of the applicant municipality must be submitted within 30 days of preliminary grant approval.

Signature:	
Name:	Matthew W. Hart
Title:	Town Manager
Date:	

Please contact David LeVasseur at 860-418-6484 or at david.levasseur@ct.gov should you have any questions.

Form: Neglected Cemetery Account Grant Program Rev. 07/2015

CEMETERY COMMITTEE MINUTES
March 16, 2016
3:30 pm
ROOM C
AUDREY P. BECK BUILDING

Present: Rudy Favretti (Chair), Barry Burnham, Jeanne Mogayzel,
Staff present: Amy Meriwether Accounting Manager/Treasurer), Mary Stanton (Town Clerk), Mary Landeck by phone (Sexton),

Chair Rudy Favretti called the meeting to order at 3:30 p.m.

1. Discussion of Finances
   A. Merriwether provided a detail report on the revenues and expenditures of the Cemetery Committee to date, noting that while expenditures have increased revenues have not.

2. Approval of Minutes
   B. Burnham moved and Jeanne Mogayzel seconded to approve the minutes of the September 16, 2015 and the September 29, 2015 meeting as presented. The motion passed unanimously.

3. Mansfield Cemetery Event
   Town Librarian Leslie Mc Donough outlined plans for a Walktober event in the Old Mansfield Center Cemetery. The plan is to offer a guided walk through the cemetery highlighting the graves of some of the Revolutionary War participants who are buried there. Members hardily approved of the concept. Mr. Favretti will obtain a copy of the history section of the National Historic Registry report for the cemetery.

4. Sexton Report
   In response to the Sexton's written report, members agreed to add consideration of increasing the cost of a cemetery plot as an agenda item for the next meeting. The Chair reported that the ballasts have been installed in the Gurley Cemetery but the wall remains an outstanding issue

5. Restoration Plans for 2016
   Due to financial considerations the Committee agreed that restoration work would be limited to work that could be paid for with grant funding. If the Neglected Cemetery Grant is not offered this year the Committee would consider applying for a 1772 Foundation Grant in 2017.

6. Maintenance Contracts
   Members reviewed the submitted contracts for maintenance and mowing. Prices for clean-up increased slightly. B. Burnham moved and J. Mogayzel seconded to

approve the maintenance contracts submitted by Mike Landeck and Bob's Lawn and Yard Service. The motion passed unanimously.

7. Scattering Grounds
   Members discussed the identified scattering grounds options in the Mansfield Cemetery. B. Burnham moved and J. Mogayzel seconded to table the discussion indefinitely since there has been little demand for such an area. The motion passed unanimously.

8. Neglected Cemetery Grant
   The Sexton and Town Clerk have prepared a grant application in anticipation of this grant being offered again this year. Last year the opportunity to submit the grant was very limited. This year's application would target gravestone restoration work in the Old Mansfield Cemetery. B. Burnham moved and J. Mogayzel seconded to approve the submission of the grant application as presented. Motion passed unanimously.

B. Burnham moved and J. Mogayzel seconded to adjourn the meeting at 4:05 p.m. The motion passed unanimously.

Respectfully submitted,
Mary Stanton, Town Clerk

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager MWH
CC: Maria Capriola, Assistant Town Manager; Jennifer Kaufman, Environmental Planner; Linda Painter, Director of Planning and Development
Date: January 9, 2017
Re: Torrey Preserve Boundary Line Agreement

Subject Matter/Background

Recently, Town staff and the volunteer stewards of the Torrey Preserve noted a discrepancy between the Town's description of the boundary line between the abutting property located at 71 Bundy Lane, owned by Harry M. Johnson and Lynn A. Johnson, and the Preserve. In researching and reviewing the deeds, maps and descriptions, staff and volunteers have discovered the following:

1) The description used in the deed conveying 71 Bundy Lane included a "running description" which repeats the same description used in prior deeds going back to at least 1966.

2) In addition to the running description, the description in the deed for 71 Bundy Lane also references a 1996 map (copy attached). This map does not match the running description contained in the same deed. This discrepancy continued even in subsequent conveyances of the 71 Bundy Lane property. Both the description and the map reference following "along a wire fence" dividing the 71 Bundy Lane property from the Preserve.

3) The deed to the Town for the Torrey Preserve also uses a running description and references a map of the Torrey Preserve property (copy attached). This description and map show a straight line dividing the 71 Bundy Lane property from the Preserve.

The "wire fence" referenced in both the deed and map long ago fell into disrepair and does not provide a static point from which to discern the property line.

Staff recommends that the parties resolve this discrepancy by entering into a Boundary Line Agreement between the property owners of 71 Bundy Lane and the Town. In this agreement the two parties would agree that the operative legal boundary line would be the straight line shown on the map of the Torrey Revocable Trust. The Town would quit-claim to the property owners of 71 Bundy Lane any interest it had to the land west of the

line, and the Johnsons would quit-claim to the Town any interest they have in the land east of the line. This would result in the owners of 71 Bundy Lane receiving a *slightly* larger parcel (.25 acres), as you can see from the enclosed maps. Mr. and Mrs. Johnson, have been contacted and are in agreement with this proposed resolution.

At its meeting on December 19, 2016, the Planning and Zoning Commission reviewed the proposed boundary line resolution pursuant to Section 8-24 of the Connecticut General Statutes. The Commission unanimously voted to notify the Town Council that the proposed resolution of the boundary discrepancy is consistent with the *Mansfield Tomorrow* Plan of Conservation and Development, specifically, Goal 3.1, which states: "Natural resources within Mansfield's public and private open space are protected and well managed." The PZC motion is attached.

Pursuant to CT Public Act No. 07-251, a public hearing is required for the transfer of municipal land.

Financial Impact
The only cost to the Town in executing this boundary agreement would be any legal fees incurred by the Town Attorney.

Recommendation
For the reasons listed above, staff recommends that the Town Council schedule a public hearing at its next regular meeting on January 23, 2017.

If the Town Council supports this recommendation, the following motion would be in order:

Move, to schedule a public hearing at 7:05 PM at the Town Council's regular meeting on January 23, 2017 to review the proposed boundary line resolution between the Town of Mansfield and the property owners of 71 Bundy Lane.

Attachments
1) Boundary Line Agreement
2) PZC 8-24 Motion
3) 1996 Property Survey
4) Property Deed

BOUNDARY LINE AGREEMENT

WHEREAS, **HARRY M. JOHNSON** and **LYNN A. JOHNSON**, both of the Town of Mansfield, County of Tolland and State of Connecticut (hereinafter sometimes referred to as "Johnson"), are the owners of certain real property known as 71 Bundy Lane in the Town of Mansfield, Count of Hartford and State of Connecticut, being more particularly bounded and described on Schedule A, attached hereto and made a part hereof ("Johnson Property"); and

WHEREAS, the **TOWN OF MANSFIELD**, a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut (hereinafter sometimes referred to as "Town" or "Mansfield") is the owner of certain real property abutting the real property owned by JOHNSON, the Town owned property being more particularly bounded and described on Schedule B attached hereto and incorporated herein by reference ("Town Property");

WHEREAS, the parties desire to establish the common boundary between the above two properties;

NOW THEREFORE, it is agreed as follows:

1. The common boundary line between the Town Property and the Johnson Property is as shown on a map entitled "Map showing Land of Elizabeth W. Torrey Revocable Trust to be conveyed to Robert O. Gillard and to the Town of Mansfield Mansfield, CT Scale 1" = 100' May 20, 1996 C. Roger Ferguson Land Surveyor & Professional Engineer Mansfield Center, CT", which map is on file in the Mansfield Town's Clerk's office.

2. For mutual considerations, the Town grants to the Johnsons, their heirs and assigns forever, with quit claim covenants any interest they may have in the property west of said common boundary line as set forth in the above-described map and the Johnsons grant to the Town with quit claim covenants any interest which they may have to the property to the east of said common boundary line.

3. This agreement shall be binding upon the parties, their heirs and assigns.

Signed this day of November, 2016.

_____ _____

HARRY M. JOHNSON

_____

_____ _____

LYNN A. JOHNSON

_____

TOWN OF MANSFIELD

_____ _____

By: MATTHEW W. HART
Its Town Manager, duly authorized

_____

STATE OF CONNECTICUT)
: ss. Mansfield November , 2016
COUNTY OF TOLLAND)

Personally appeared **HARRY M. JOHNSON** and **LYNN A. JOHNSON**, Signers of the foregoing instrument, and acknowledged the same to be his/her free act and deed, before me.

_____
Commissioner of the Superior Court
Notary Public
My Commission expires:

STATE OF CONNECTICUT)
: ss. Mansfield November , 2016
COUNTY OF TOLLAND)

Personally appeared **MATTHEW W. HART**, Town Manager of the **TOWN OF MANSFIELD**, Signer of the foregoing instrument, and being duly authorized as such, acknowledged the same to be his/her free act and deed, and the free act and deed of said **TOWN OF MANSFIELD**, before me.

_____
Commissioner of the Superior Court
Notary Public
My Commission expires

PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268
(860) 429-3330

To: Town Council
From: Planning and Zoning Commission
Date: Wednesday, January 04, 2017
Re: 8-24 Referral: Torrey Preserve Boundary Line Agreement

At a meeting held on 12/19/16, the Mansfield Planning and Zoning Commission adopted the following motion:

> "That the PZC notify the Town Council that the proposed Boundary Line Agreement is consistent with the Mansfield Tomorrow Plan of Conservation and Development, particularly Goal 3.1."

Johnson

STATUTORY FORM WARRANTY DEED

KNOW YE THAT, WE, LINDA C. KRUSE and ROBERT S. KRUSE, both of Arlington, Vermont (hereinafter referred to as "Grantors"), for consideration paid of TWO HUNDRED THOUSAND AND 00/100 ($200,000.00) DOLLARS grant to HARRY M. JOHNSON and LYNN A. JOHNSON, both of the Town of Mansfield, County of Tolland, and State of Connecticut, as joint tenants with rights of survivorship and with WARRANTY COVENANTS that real property more particularly bounded and described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes on the List of 10/1/02 to the Town of Mansfield which taxes the grantees herein assume and agree to pay as part consideration for this deed.

Signed this 23 day of December, 2003.

First Witness: Sam W. L. Schrager — LINDA C. KRUSE

Second Witness: Kimm Petrizzi — ROBERT S. KRUSE

STATE OF CONNECTICUT:
: ss. Mansfield
COUNTY OF TOLLAND :

On this the 23 day of December, 2003, Linda C. Kruse and Robert S. Kruse, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, before me.

Samuel L. Schrager
Commissioner of the Superior Court

Grantee's Address:
95 Bundy Lane
Storrs, CT 06268

Mansfield, CT
Doc # 2003-0060998
Vol 534 Pg. 71
12/23/2003 03:28:19pm

SCHEDULE "A"

A certain piece or parcel of land situated in the northerly part of the Town of Mansfield on the northerly side of Bundy Lane, Bounded and described as follows, to wit:

Beginning at a point on the northerly side of Bundy Lane, which point is 180 feet more or less northwesterly from the southwesterly point of land now or formerly of Frank and Sigrid Bird and the southeasterly corner of land being conveyed. The land runs 450 feet more or less along the northerly side of Bundy Lane to a stone wall at land now or formerly of Arthur and Helen Wood; thence the line runs northeasterly along stone wall for a distance of 850 feet more or less to a rock pile at land now or formerly of C. Safford and Elizabeth Torrey; thence the line urns southeasterly along a wire fence for a distance of 900 feet more or less to a pin at land now or formerly of Frank and Sigrid Bird; thence the line runs southwesterly for 247 feet more or less to a stone wall at land now or formerly of Maria K. Steinmeyer; thence the line runs northwesterly along stone wall by land now or formerly of Maria K. Steinmeyer, 180 feet more or less to a wire fence; thence the line runs southwesterly along wire fence for 210 feet more or less to highway and place of beginning.

Said premises is also shown as "Total Area =8.46 Acres" on a map or plan entitled, "PORTION OF LAND OF HENRY R. STEINMEYER, et ux MANSFIELD, CONN. Scale 1"=50' Dwn By W.F.D., Jr. Cked By E.J.B. Date Feb 25, 1969" which plan was prepared by Edward J. Bozzell, L.S., Colchester-Salem, Conn and is recorded in Map Volume 9 at Page 34 in the Mansfield Land Records.

Being the same premises as shown as the second piece described in a deed dated and recorded January 3, 1994 in Volume 345, Page 214 in the Mansfield Land Records

Mansfield, CT
Doc # 2003-0060998
Vol 534 Pg. 72
12/23/2003 03:28:19pm
Rec. Fee: 17.00
State Tx: 1,000.00
Town Tax: 500.00
Hist Fee: 3.00
Recorded - Joan E. Gerdsen
Town Clerk

Torrey

WARRANTY DEED - STATUTORY FORM

038999

KNOW YE, THAT, ELIZABETH W. TORREY REVOCABLE TRUST,

c/o John W. Torrey, Trustee,

of Odessa, Texas

for consideration of NINETY THOUSAND ($90,000.00) DOLLARS *paid, grant to* TOWN OF MANSFIELD, a municipal corporation having its principal place of business at 4 South Eagleville Road, Storrs, CT 06268

of the Town of Mansfield, County of Tolland and State of Connecticut,

with WARRANTY COVENANTS

(Description and encumbrances, if any and any additional provisions)

A certain piece or parcel of land, situated on the southwesterly side of Gurleyville Road in the Town of Mansfield, County of Tolland and State of Connecticut shown as "Parcel B" on a map entitled, "Map showing Land of Elizabeth W. Torrey Revocable Trust to be conveyed to Robert O. Gillard and to the Town of Mansfield Mansfield, CT Scale 1" = 100' May 20, 1996 C. Roger Ferguson Land Surveyor & Professional Engineer Mansfield Center, CT", which map is on file in the Mansfield Town Clerk's Office. Parcel B is bounded:

WESTERLY & NORTHWESTERLY:	By Parcel A on said map, 706.90 feet;
NORTHEASTERLY:	By Gurleyville Road, 447.05 feet;
EASTERLY:	By land now or formerly of Pertti J. and Gretel H. Pelto, 1401.64 feet;
SOUTHEASTERLY:	By land now or formerly of Robert & Jane Moskowitz, 710.62 feet;
SOUTHERLY:	By Bundy Lane, 99.00 feet;
WESTERLY:	By land now or formerly of Lyndall J. Soule, 1075.15 feet;
SOUTHERLY, again:	By land now or formerly of Soule, now or formerly of William E. Thorne and land now or formerly of Sigrid S. Bird, in part by each, in all, 573.16 feet; and
WESTERLY, again:	By land now or formerly of Linda C. and Robert S. Kruse, and now or formerly of the Town of Mansfield, in part by each, in all, 967.34 feet.

"No Conveyance Tax collected" Town Clerk of Mansfield

Containing 28.76 acres, more or less, and being a portion of the same premises described in a deed dated January 11, 1980 and recorded in Volume 177, Page 262 of the Mansfield Land Records.

Signed this 22nd *day of* May, *19* 96

Witnessed by:

LEWIS R. BEWLEY

MARNIE BEWLEY

ELIZABETH W. TORREY REVOCABLE TRUST

BY JOHN W. TORREY, TRUSTEE

State of ~~Connecticut~~ Texas
County of ECTOR } ss: Odessa May 22, 1996

Personally Appeared JOHN W. TORREY, TRUSTEE of ELIZABETH W. TORREY REVOCABLE TRUST

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his *free act and deed before me,*

Latest mailing address of Grantee:

No. and Street 4 South Eagleville Road

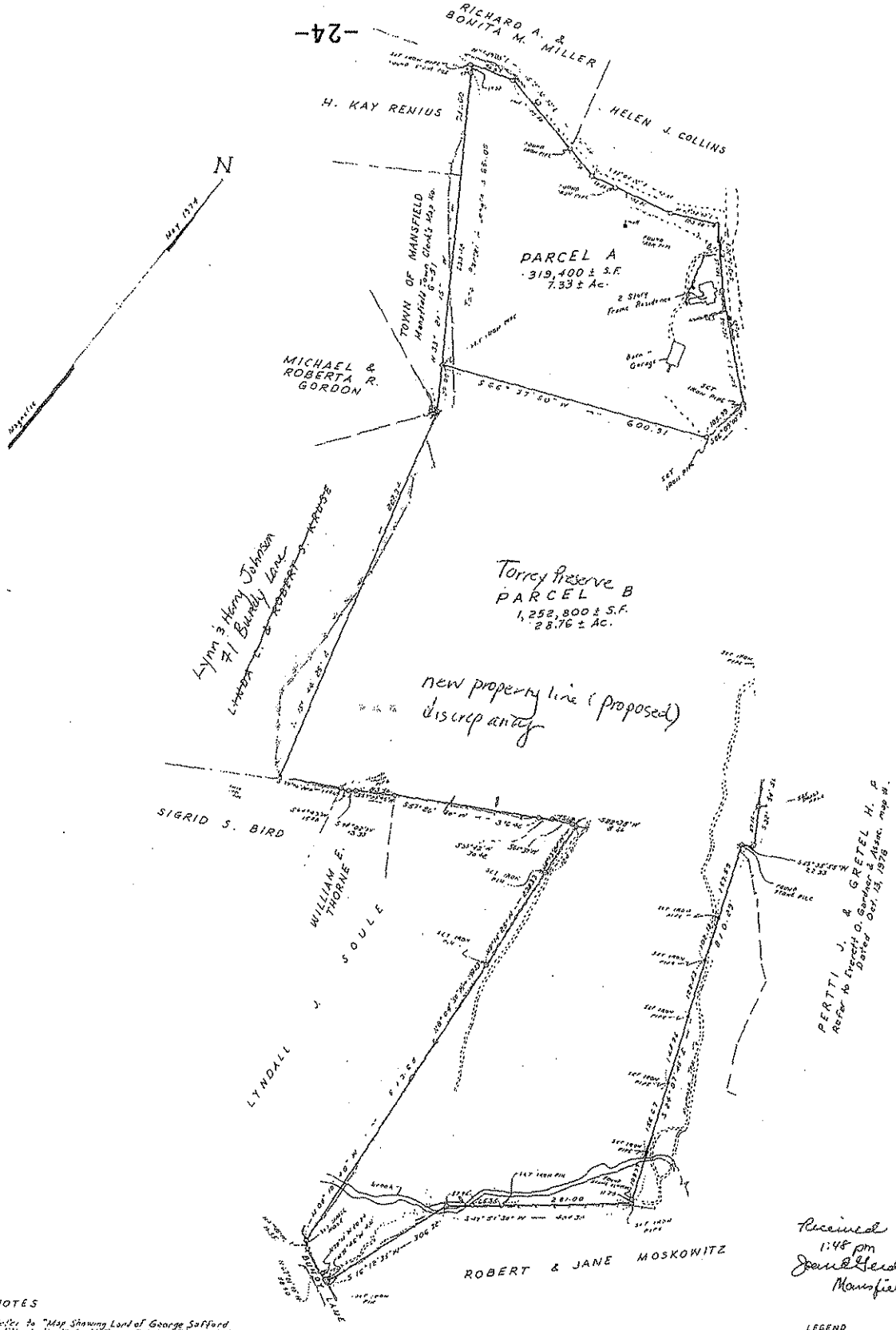
City Storrs, CT 06268

State _____ *Zip* _____

Notary Public *Title of Officer*

CATHY HAMM
My Commission Expires
NOVEMBER 19, 1997

Item # 38999 Received for Record June 3, 1996
at 1:47 p.m. Attest _____ Town Clerk



Received June 3, 1996
1:48 pm
Joan E. Hendrien
Mansfield Town Clerk

NOTES

Refer to "Map Showing Land of George Safford & Elizabeth Walcott Torrey," dated Revised Oct. 28, 1974, by C. Roger Ferguson - Land Surveyor. That map defined the boundaries of the Torrey land which is divided into Parcels A & B on this map.

Parcel A is to be conveyed to Robert O. Gillard.

Parcel B is to be conveyed to the Town of Mansfield.

Since the boundary surveying was done in 1974, in accordance with the standards of the Connecticut Technical Council Inc; the certification on this map is to that standard.

The surveying done in 1996 to establish the division line between Parcels A & B was done to current surveying practice standards.

Abutting owners are as shown in the Mansfield Tax Assessor's records on May 8, 1996.

LEGEND

- stone wall
- wire fence
- utility pole
- concrete monument
- retaining wall

MAP SHOWING LAND OF
ELIZABETH W. TORREY REVOCABLE TRUST
TO BE CONVEYED TO
ROBERT O. GILLARD
AND TO
THE TOWN OF MANSFIELD
MANSFIELD, CT

Scale 1" = 100' May 20, 1996

C. ROGER FERGUSON
LAND SURVEYOR & PROFESSIONAL ENGINEER
MANSFIELD CENTER, CT

No certification is expressed or implied on the original, or any duplicate of this map, unless it bears the Land Surveyor impression type seal and an original signature in colored ink (other than blue or black) of the surveyor whose registration number appears below. I hereby certify to, and only to, Elizabeth W. Torrey Revocable Trust, Robert O. Gillard, and the Town of Mansfield that this map and survey are substantially correct to the best of my knowledge and belief, Connecticut Technical Council, Inc. classification of survey A-2

L.S. & P.E. - Conn. Reg. No. 8160

CLIVER CORPORATION
DASH-OFF PHOTOGRAPHICS

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager MWH
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Brian LaVoie; Public Works Operations Manager
Date: January 9, 2017
Re: Successor Collective Bargaining Agreement with Local 2001, CSEA - Public Works

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Subject Matter/Background

Staff has negotiated a proposed successor collective bargaining agreement with our Public Works Union, and the Union members ratified that agreement on December 7, 2016. In accordance with our normal procedure, we are now presenting the proposed agreement to the Town Council for its review and consideration.

Highlights of the proposed agreement are as follows:

- The duration of the proposed agreement is two years (July 1, 2016 – June 30, 2018).
- Wages
  - 2.25% general wage increase in Year 1
  - 2.10% general wage increase in Year 2, with an additional 0.25% awarded if state revenues remain flat or increase
- Longevity
  - Phases out longevity for new hires as of July 1, 2016
- Health Insurance
  - Plan design changes to the PPO and POE plan as soon as practicable after ratification by the Council and Union. HDHP plan replaces POE plan January 1, 2018.
  - Employee share of premium increases as follows:
    - Year 1: PPO and POE plans increase from 16% to 17.5%
    - Year 2: PPO plan increases to 20%, HDHP plan set at 14%
  - Retiree health insurance monthly contribution
    - Increases by $15 per month to $225/month to $240/month
- Leave
  - Sick leave will not count as hours worked for overtime calculation purposes outside of winter storm season
  - Allowable compensatory leave accruals are reduced and carryforward accruals are no longer permitted (comp time language was modified to presented language on 12/20/16)

- New article and clarification on status of probationary period for employees (consistent with practice)
- Clarification as to what is considered a working lunch
- New uniform service mandatory for mechanics, optional for other staff
- Increase in tool allowance for three mechanics from $200 to $500 per year
- Side letter on promotional process/reorganization (reintroduction of Road Foreman position; overall number of positions does not increase)

Financial Impact

The Public Works Union represents approximately 20 full-time Town employees in the operations division of the Public Works Department. The estimated cost of the general wage increase for Year 1 of the contract is $39,143 and $39,271 for Year 2, or $78,414 for the duration of the 2-year contract. These costs include the impact the general wage increase has on salaries, overtime, Social Security, Medicare, MERS, and life/short-term disability/long-term disability insurance premiums. The increase in cost from FY15/16 to FY 16/17 is somewhat inflated on a percentage basis (6.8%) because we had vacancies as well as lower overtime expenditures in FY 15/16 due to a lighter snow season.

Health insurance costs are expected to decrease in Year 2 due to the employee's share of the premium increasing for the PPO plan, implementation of a HDHP plan, and anticipated rate decreases for the premiums. A new added cost in Year 2 will be the employer's contribution to HSA accounts for HDHP plan participants.

There are sufficient funds budgeted in contingency for FY 16/17 to cover the cost of the wage increase for Year 1 of the contract. For more detailed estimates please refer to the attachments.

Recommendation

The Council has three options. Option 1 is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.

If Council is dissatisfied with the proposed successor collective bargaining agreement as presented, Option 2 would be to reject the agreement as presented. If Council rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, the services of a mediator are used. If mediation fails to help the parties reach an agreement, the parties will be subject to binding arbitration.

Option 3 would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, with guidance from the Council, and has since been ratified by the Union, staff recommends Option 1.

If the Town Council concurs with this recommendation in favor of Option 1, the following motion is in order:

Move, effective January 9, 2017, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and Local 2001, CSEA – Public Works, which agreement shall enter into effect on July 1, 2016 and expire on June 30, 2018.

Attachments

1) Cost Estimates for Successor Collective Bargaining Agreement
2) Proposed Successor Collective Bargaining Agreement (Signed Tentative Agreement)

Impact of General Wage Increase, Years 1 & 2

Public Works Union - July 1, 2016 - June 30, 2018

	Salaries	OT	FICA	Medi	MERS	Life	STD	LTD	TOTAL
YR 1 w/ GWI	$1,211,791	$176,432	$86,070	$20,129	$157,980	$4,254	$7,085	$7,356	$1,671,097
YR 1 w/o GWI	$1,183,160	$172,550	$84,054	$19,658	$154,280	$4,153	$6,917	$7,182	$1,631,953
Difference YR 1	$28,631	$3,882	$2,016	$471	$3,700	$101	$168	$174	**$39,143**
YR 2 w/ GWI	$1,240,268	$180,579	$88,092	$20,602	$161,692	$4,353	$7,251	$7,529	$1,710,367
YR 2 w/o GWI	$1,211,791	$176,432	$86,070	$20,129	$157,980	$4,254	$7,085	$7,356	$1,671,097
Difference YR 2	$28,477	$4,146	$2,023	$473	$3,713	$100	$167	$173	**$39,271**
GRAND TOTAL	$57,108	$8,029	$4,038	$944	$7,413	$201	$334	$347	$78,414

Town of Mansfield

Public Works Union - Salary and Benefits Estimates (With Overtime) - July 1, 2016 - June 30, 2018

Fiscal Year	Est. Salaries (Base)	Est. Salaries (Overtime)	FICA	Medicare	MERS	Longevity	Clothing Allowance	Life Ins.	STD Ins.	LTD Ins.	Health Ins. (Town Share)	Total	% Change	Difference
FY 2015/2016 (Actual)	1,163,362	136,365	80,583	18,846	147,909	8,881	8,150	4,083	6,801	7,062	227,157	1,809,200		
Year 1 - FY 2016/2017	1,211,791	176,432	86,070	20,129	157,980	9,204	8,150	4,254	7,085	7,356	243,750	1,932,201	6.8%	123,001
Year 2 - FY 2017/2018	1,240,268	180,579	88,092	20,602	161,692	10,092	8,150	4,353	7,251	7,529	225,983	1,954,592	1.1%	22,392
Years 1-2 of Contract - Total	2,452,059	357,011	174,162	40,732	319,672	19,296	16,300	8,607	14,336	14,885	469,733	3,886,793		
											Cummulative Increase		8.0%	

Assumptions/Notes:

Salaries includes costs of solid waste fund operations employees.

FY 15/16 staffing - not fully staffed due to staff transitions, light winter storm season (impacting Overtime).

FY 16/17 salaries estimates use budgeted amount as base estimate, 2.25% GWI.

FY 17/18 salaries estimates use 2.35% GWI.

Longevity includes applicable taxes, amounts may vary slightly based upon employee retention.

Life and disability insurance rates calculated from base salary, excludes overtime.

Health insurance includes payment in lieu of insurance benefit for employees opting out of coverage.

Health insurance employee share of premium increases to 17.5% in Year 1 and 19%/14% in Year 2; HDHP plan implementation in Year 2.

Health insurance assumes a 5% decrease in premuims for Yr 2, half of enrolled employees opting for HDHP plan, employer contribution to deductible 55%.

Town of Mansfield

Public Works Union - Salary and Benefits Estimates (without Overtime) - July 1, 2016 - June 30, 2018

Fiscal Year	Est. Salaries (Base)	FICA	Medicare	MERS	Longevity	Clothing Allowance	Life Ins.	STD Ins.	LTD Ins.	Health Ins. (Town Share)	Total	% Change	Difference
FY 2015/2016 (Actual)	1,163,362	72,128	16,869	132,391	8,881	8,150	4,083	6,801	7,062	227,157	1,646,885		
Year 1 - FY 2016/2017	1,211,836	75,134	17,572	137,907	9,204	8,150	4,254	7,085	7,356	243,750	1,722,247	4.6%	75,362
Year 2 - FY 2017/2018	1,240,314	76,899	17,985	141,148	10,092	8,150	4,353	7,251	7,529	225,983	1,739,705	1.0%	17,458
Years 1-2 of Contract - Total	2,452,151	152,033	35,556	279,055	19,296	16,300	8,607	14,336	14,885	469,733	3,461,952		
										Cummulative Increase		5.6%	

Assumptions/Notes:

Salaries includes costs of solid waste fund operations employees.

FY 15/16 staffing - not fully staffed due to staff transitions, light winter storm season (impacting Overtime).

FY 16/17 salaries estimates use budgeted amount as base estimate, 2.25% GWI.

FY 17/18 salaries estimates use 2.35% GWI.

Longevity includes applicable taxes, amounts may vary slightly based upon employee retention.

Life and disability insurance rates calculated from base salary, excludes overtime.

Health insurance includes payment in lieu of insurance benefit for employees opting out of coverage.

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Health insurance assumes a 5% decrease in premuims for Yr 2, half of enrolled employees opting for HDHP plan, employer contribution to deductible 55%.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

~~July 1, 2013 – June 30, 2016~~
July 1, 2016 – June 30, 2018

TR 12/30/16.
1/3/17
1/3/2017

~~2013-2016~~ 2016-2018

Collective Bargaining Agreement Between CSEA Local 2001, Public Works, (herein referred to as the Union) and The Town of Mansfield, Connecticut

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Collective Bargaining Agreement Between CSEA Local 2001, Public Works (herein referred to as the Union) and The Town of Mansfield, Connecticut (herein referred to as the Town)

Article I
RECOGNITION

~~1.1~~ The Town recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regular full-time employees of the Operations Division of the Public Works Department of the Town. Operations Division includes employees assigned to roads, grounds, equipment maintenance and the Transfer Station. Excluded from the bargaining unit are Public Works seasonal employees, non-regular employees, non-union employees including but not limited to the Director and Operations Manager, employees represented by the professional/technical bargaining group, and regular employees working less than twenty (20) hours of work per week. ~~excluding the Director, the Superintendent, clerical employees of the Town, employees in the Engineering Division, part-time employees who regularly perform less than sixteen (16) hours of work per week, seasonal employees and all other Town employees, including employees of the Board of Education.~~

Article II
UNION SECURITY

2.1 As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay a service fee.

2.2 As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.

2.3 The Town agrees to deduct from the wages of all employees who are members of the

Union under this Agreement the monthly dues, service fees, and initiation fees and submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card shall be in accordance with the requirements of applicable law.

2.4 The Town agrees to deduct and transmit to CSEA SEIU Local 2001 PAC from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the CSEA SEIU Local 2001. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. After this provision is implemented, an employee may change his or her PAC payroll deduction no more than once in any calendar year by doing so in writing to both the Town and the Union

2.5 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other form of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

Article III
UNION BUSINESS

3.1 Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.

A. Written request for such leave shall be submitted by the Union to the department head at least ten (10) calendar days prior to the first day of such requested leave.

B. Not more than an aggregate total of five (5) days of leave from scheduled duty shall be granted annually with pay under this section.

C. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of

the department because of operating requirements. When such leave is for a period longer than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

D. After the submission of a request for leave under this section, the department head shall grant or deny the request in writing to the Union within three (3) calendar days. In granting any such request, s/he may require that the employee, upon return to duty, furnish evidence of attendance at the conference, institute or seminar for which the leave was granted.

3.2 A. One Union steward in the Public Works Department shall be allowed a reasonable amount of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances, communicating with bargaining unit members and with the Union office and/or Union staff, including the use of the telephone for Union business. Notwithstanding the foregoing, the Union or the individual steward will be responsible to reimburse the Town for any long distance calls made on a Town telephone.

B. Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from an appropriate management official. The Town agrees that such approval will not be unreasonably withheld.

C. When grievance, arbitration or labor board hearings take place during normal working hours, employees whose attendance is reasonably required by either the Union or the Town will not lose any pay for attending said hearings. Should the specific circumstances of the situation require more than three employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld. In addition to the grievant, the Union may call a reasonable number of witnesses to attend said hearings. The Union will request the release of required witnesses to attend such hearings at least twenty-four (24) hours prior to the scheduled hearing. Permission to attend the hearing will not be unreasonably withheld by the Town and will only be withheld in circumstances where the absence of employees from their assigned duties would create a hardship for the Town. In such situations, the parties will mutually agree on a

schedule that will allow necessary witnesses to attend grievance, arbitration or labor board hearings.

3.3 The Town agrees that ~~a reasonable number of~~ up to three (3) employees, designated by the Union as members of the negotiating committee, will be permitted to attend collective bargaining negotiations without being docked pay when such meetings are scheduled during the normal work day.

3.4 The Town will provide each employee with a copy of this Agreement upon request. This agreement will also be placed on the employee intranet. New employees will be given a copy of this Agreement at the time of hire.

Article IV
RIGHTS OF THE TOWN OF MANSFIELD

4.1 Unless expressly limited by this Agreement, the rights, powers and authority held by the Town of Mansfield, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, current or future, general or special act of the legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Mansfield Public Works Department, including but not limited to, full operational control over the policies, practices, procedures, regulations and direction with respect to employees of the Department covered by this Agreement shall remain vested solely and exclusively in the Town of Mansfield.

Article V
THE ~~SUPERINTENDENT~~ OPERATIONS MANAGER

5.1 Except in emergency situations, the ~~superintendent~~ Operations Manager shall not perform any bargaining unit work or operate any equipment except to get a job started or to troubleshoot equipment where bargaining unit employees qualified to perform the work are not available.

Article VI
OUTSIDE EMPLOYEES AND PART-TIMERS

6.1 Except for subcontractors and their employees, and except in emergency situations, the Town will not bring in outside workers or part-time workers not covered by this Agreement in order to avoid overtime for regularly scheduled bargaining unit employees. This clause will not preclude the Town from employing regularly scheduled part-time employees nor will it limit the Town's right to subcontract work.

6.2 Additionally, in snow and other emergency situations, when all regularly scheduled bargaining unit employees are working, the Town shall have the right to utilize outside workers and part-time workers as the Town Manager or his representative deems necessary. This clause (6.2) shall not be interpreted as a limitation of the Town's right to subcontract.

Article VII
SENIORITY AND LAYOFFS

7.1 Seniority shall be defined as an employee's length of continuous full-time service from the first day of work since his/her most recent date of hire in the Public Works Department. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.

7.2 In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee in any equivalent or lower job classification for which s/he is qualified and is physically capable of performing the duties of the equivalent or lower job classification; and such replaced employee may exercise the same right. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the Public Works Department. For the purposes of this section only, a Union steward (not to exceed one (1)) shall be treated as the most senior person in his/her classification or in any classification into which s/he is placed as a result of this section. This shall not, however, affect the Union's right to appoint an alternate steward, who will not have super seniority, to act in the absence of

the steward.

7.3 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a minimum of eighteen months from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, and shall be expected to report for duty not more than ten (10) days after the mailing of such notification. The time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status held on the date of layoff in terms of classification, pay rate within classification, sick leave accumulation (if any), seniority and all other benefits (including pension, to the extent permitted by the Connecticut Municipal Employees Retirement System.) Prior years of full-time service which have been interrupted by a layoff shall be applied to length of service when determining vacation leave accruals. However, no seniority or other leave time, vacation time or other benefits shall accrue during the period of layoff.

7.4 Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in accordance with preceding section); or absence without notification for a period of more than three days unless unusual circumstances prevent timely notification. Seniority accumulation shall be suspended but not broken during layoff.

7.5 No employee shall attain seniority under this Agreement until s/he has been continuously on the payroll of the Town for a period of one hundred eighty (180) calendar days. ~~During such period, s/he shall be on probation and can be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement.~~ Upon completion of the probationary period, an employee's seniority shall date back to the commencement of his/her employment.

7.6 When the Town determines a vacancy is to be filled, the Town agrees to offer the job to lower rated employees. The vacant position shall be posted for union members, who shall have a minimum of five (5) working days in which to apply. Vacancy does not include situations in which an incumbent employee is in an existing position that is reclassified to a different classification. If promotions are made to higher rated jobs, they shall be made

on the basis of seniority, ability and experience. This is to be determined by the Town Manager and/or the Director of Public Works. Whenever possible, any promotion out of seniority shall be discussed with the Union business agent before being put into effect.

7.7 A fourteen (14) calendar day notice shall be given in writing to the Union when there are to be layoffs. A list will be given to the Union indicating the names of employees to be laid off and their seniority status in relation to the remaining employees.

7.8 Upon request, the Town will provide the Union annually with a seniority list containing names, addresses, classifications, pay scales and dates of hire for all employees in the bargaining unit. The Union must designate in writing to the Town Manager the name of the Union Steward upon signing of the contract and thereafter when a change is made to receive preferential seniority.

7.9 Except as otherwise specifically set forth in this article, the term layoff means involuntary separation from employment because of lack of work, lack of funds, elimination of position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification or situations where the employee is separated because they are unable to become fit for duty. Such an employee shall be returned to a position in his/her former classification if at any time during the probationary period the Town determines s/he is not qualified for the new classification.

Article VIII
Probationary Period

8.1 Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the operations manager, department head and/or Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six (6) months or more than twelve (12) months. Any leave or period of worker's compensation in excess of five (5) working days shall be excluded from the time counted as probationary period.

8.2 If after a minimum of six months has been completed, and the operations manager department head and/or Town Manager determines that the employee's performance is satisfactory the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the Town Manager. Written notification must be given to the Town Manager prior to the completion of twelve (12) months' service, as stated in Section 1 above.

8.3 At any time during the probationary period of a new employee the department head or Town Manager, in his/her sole discretion, may terminate an employee for any reason whatsoever and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Such action shall be in writing to the employee with a copy to the Town Manager. Successful completion of the probationary period must occur within twelve (12) months or the employee shall be terminated

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if such a position is available. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If neither a position in the same class nor a similar position is available the employee may displace the least senior employee in the class occupied immediately prior to promotion, provided the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

8.4 Probationary employees are not eligible to utilize vacation leave or personal leave until the probationary period or six (6) months of service has been completed, whichever occurs first. Section 4 does not apply to existing Town employees that are completing a probationary period as part of a new appointment.

Article VIII
HOLIDAYS

9.1 The following holidays shall be observed as days off with regular straight time pay:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
One Floating Holiday
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

9.2 In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue floating holiday leave until they return to duty; when an employee returns to duty floating holiday leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date.

9.3 Except as provided in section 8.4, All work performed by bargaining unit employees on the above-enumerated holidays (section 8.1) shall be paid for at one and one-half times the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

9.4 All work performed by bargaining unit employees on New Year's Day (January 1), Christmas Day (December 25) and Thanksgiving Day (fourth Thursday in November) shall be paid for at twice (double time) the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

9.5 Holidays for the solid waste and recycling areas employees will be observed as follows.

Group I - Days Open
Veterans' Day

Group II - Days Closed
New Year's Day
July Fourth
Christmas

Group III - Always on Monday
Martin Luther King's Birthday
President's Day

Group IV
Good Friday
Thanksgiving

Memorial Day	Friday after Thanksgiving
Labor Day	Floating Holiday
Columbus Day	

Group I holidays that fall on a Sunday or Monday will be treated as Group III holidays with another day taken off for the Monday that the holiday is observed.

Group I holidays that fall on a Saturday will be observed on the Friday preceding the Saturday, and the Saturday worked as a regular work day.

Group II holidays that fall on a Saturday are legally observed on the Friday preceding the Saturday. As the landfill will be closed on this Saturday, employees will be scheduled to work the preceding Monday.

Group III holidays always fall on a Monday when the solid waste and recycling areas is closed. Solid waste and recycling area employees may take another day off for these holidays, normally within 14 days of the actual holiday.

Group IV holidays will be taken off on the days that they fall on and are observed (Thursday and Friday for Good Friday and Thanksgiving; the designated day for the Floating Holiday.)

Holidays that fall on Tuesday through Friday will simply result in the closure of the facility on that day.

Article X
SICK LEAVE

10.1 The department head may allow sick leave for the following purposes.

A. Personal illness, physical incapacity or non-compensable bodily injury or disease.

B. Enforced quarantines in accordance with public health regulations.

C. To meet medical or dental appointments in excess of two (2) hours duration when an employee has made reasonable efforts to secure appointments outside normal

working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.

D. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of five (5) days per calendar year except as otherwise stated in the Town's FMLA policy.

E. Sexual assault or family violence.

10.2 All employees will earn and accrue ten (10) hours of sick leave per month, not to exceed a maximum accrual of 240 hours, to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1 above.

A. No employee and/or his/her estate is entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.

B. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days shall cease to accrue sick leave until they return to duty; when an employee returns to duty sick leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date.

10.3 A. A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.

B. On the first day of absence from work due to illness, the employee shall report his/her illness to the supervisor no later than one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment.

Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

10.4 The Town shall provide short and long term disability insurance for eligible employees. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in Article XXIII.

A. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of $1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

B. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of $7,500 per month. Employees may only utilize vacation leave to supplement their long-term disability benefit~~; employees may utilize earned leave other than sick leave~~ to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

Article XI
FAMILY AND MEDICAL LEAVE

11.1 An employee who has completed at least one year's service and has worked at least 1,250 hours during ~~that year~~ the twelve (12) months immediately preceding the start of a FMLA leave shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in accordance with the Town's FMLA policy. An employee shall be required to use all paid leave concurrently

with unpaid FMLA leave. The Town shall utilize the rolling method when calculating a 12 month FMLA period. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

Article XII
PERSONAL LEAVE

12.1 All employees covered by this Agreement and who have completed their probationary period may request, and the director of Public Works may grant, up to a maximum of three (3) personal leave days per year with pay. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue personal leave until they return to duty; when an employee returns to duty personal leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date. Personal leave may be used for:

A. Personal business which cannot be conducted outside normal working hours; or

B. Other good and sufficient personal reasons.

Employees may not take personal leave of less than one-quarter (1/4) of their normal workday. Unused personal leave may not be carried over into a new fiscal year or be paid to separating employees.

Article XIII
BEREAVEMENT LEAVE

13.1 In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) consecutive work days paid leave. All days must be taken within one week of the funeral or service.

Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, great grandparents, and any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship of mutual

support, caring, and commitment that intends to remain in such a relationship for the indefinite future. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional consecutive workday off with pay.

Article XIV
VACATIONS

14.1 All employees covered by this Agreement who have completed the following periods of continuous service with the Town shall accrue vacation leave on a monthly basis as defined in the table below:

Length of Continuous Service	Vacation Leave Accrual	Maximum Accrual on Nov. 1st
Six months 40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years 40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 20 years 40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
20 years and over 40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

A. Vacation leave earned in any month of service may be used in any subsequent month.

B. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in ~~13.1~~ 14.1.

C. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days shall cease to accrue vacation leave until they return to duty.

14.2 Employees shall be entitled to select their vacation periods subject to the approval of the

Director of Public Works or his/her designee, with consideration given first to operational needs, and second, those employees with the longest seniority.

14.3 Employees may not take vacation leave of less than one-hour intervals.

14.4 Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in ~~13.1~~ 14.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to Human Resources no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances or operational needs in which vacation leave request(s) were denied that prevented an employee from being able to use their leave during the past year.

14.5 Unless an employee is eligible for and chooses to take separation leave pursuant to section ~~14.1~~ 15.1 of this agreement, upon separation he/she will be paid for any vacation balance accrued at the time of separation, subject to the maximum vacation time allowed (annual accrual plus 10 days).

Article XV
SEPARATION LEAVE

15.1 An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will continue to receive holiday pay and retain his/her health insurance benefits as he/she would as an active employee.

Article XVI
WAGES AND HOURS

16.1 A. Each employee covered by this Agreement shall be paid pursuant to the salary

schedules attached hereto and captioned in Appendices A & B.

General wage increases for the duration of this agreement are as follows

General Wage Increases

	FY ~~13/14~~16/17	FY ~~14/15~~ 17/18
July 1	~~1.75%~~ 2% or 2.25% (See 15.1A(1))	~~1.75%~~ 2.1% or 2.35% (See 15.1A(2))
~~June~~	~~1 time payment equivalent to 0.25% of salary~~	--

(1) Employees will receive a ~~1.75%~~ 2% general wage increase on July 1, ~~2014~~ 2016. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY~~14/15~~ 16/17 remain neutral or increase from the amount provided to the Town by the state of Connecticut for FY~~12/13~~ ~~($19,286,530)~~15/16, the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1, ~~2014~~ 2016, for a total general wage increase of 2.25% for the fiscal year.

(2) Employees will receive a ~~1.75%~~ 2.1% general wage increase on July 1, ~~2015~~ 2017. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY~~15/16~~ 17/18 remain neutral or increase from the amount adopted by the Town Council for FY 16/17. $20,670,279. ~~provided to the Town by the state of Connecticut for FY14/15 16/17~~, the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1. ~~2015~~ 2017, for a total general wage increase of 2.35% for the fiscal year.

B. Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.

C. Employees shall be paid on a bi-weekly basis. New hires as of July 1, 2010 will be required to utilize direct deposit, unless a hardship is demonstrated and approved.

16.2 Employees hired as full-time on or before June 30, 2016 shall receive longevity pay based on the following formula:

Continuous Full Years of Service Annual Longevity Pay

	~~Annual Payment~~ ~~FY 13/14~~	Annual Payment FY ~~14/15 & FY 15/16~~ 16/17 &17/18
6 years but less than 10	~~$575~~	$625
10 years but less than 15	~~$650~~	$700
15 years but less than 20	~~$750~~	$800
20 years or more	~~$900~~	$950

Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Each fiscal year, longevity pay shall be earned on the Sunday following the employee's anniversary hiring date and paid in the second payroll of November of that fiscal year. Should an employee separate from service for any other reason than retirement in good standing prior to the second payroll in November, said employee shall not receive a longevity payment at separation.

16.3 Bargaining unit employees shall receive up to three (3) meal reimbursements within any twenty-four (24) hour period. The breakfast allowance will be $7, lunch $8 and dinner $10; receipts will not be required. Meal reimbursements will not be provided in cash, but in a check payment that coincides with the bi-monthly schedule established by the Finance Department. Meal reimbursements will be provided under the following conditions:

A. During snow and ice control operations:

(1) When an employee is called to report to work at least one (1) hour before his/her normal starting time and s/he, in fact, reports to work at least one-half (1/2) hour before his/her normal starting time, s/he is entitled to receive both

the breakfast allowance and lunch allowance for that day.

(2) When an employee is required to work beyond his/her regular shift and through the dinner hour (5:30 p.m.), s/he is entitled to a dinner allowance. As long as s/he stays on the clock, s/he continues to be entitled to additional meal allowances at breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.), not to exceed three (3) meal allowances in a 24hour period.

(3) When an employee is required to work through breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.) on a Saturday, Sunday or holiday, s/he is entitled to meal allowances as specified in paragraph (2) above.

B. At all other times:

(1) Meal allowances may be provided to employees under unusual or emergency situations at the discretion of the Director of Public Works.

C. An employee shall be paid for any meals that the employee has worked through when his/her shift has been temporarily changed requiring the employee to report to work earlier than his/her normal starting time.

16.4 A. The regular workday shall consist of eight (8) consecutive hours between the hours of 6:00 am and 6:00 p.m. Lunch breaks will be taken at the job site and considered to be a working lunch. Except as provided in 16.4B and for meal/rest breaks during snow and ice and other emergency operations, no separate unpaid lunch break will be taken.

B. Solid waste and recycling area employees shall have a non-paid one-half hour lunch break on days when the area is open to the public.

C. Management shall set the shift schedule(s), and once it is set, it shall not be changed except with twenty-four (24) hours' notice. For any scheduled shift whose eight (8) hours will end after 6:00 p.m., employees will receive premium pay of twenty-five cents ($.25) per hour over and above their regular pay.

16.5 The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, except that either Monday through Friday or Tuesday through Saturday shall constitute the regular workweek for the solid waste and recycling area crew, ~~custodial crew, or any part of the solid waste and recycling area or custodial crews~~.

16.6 There will be two (2) fifteen-minute coffee breaks per day. Coffee breaks will generally be taken on the job site.

16.7 A. A newly hired employee shall be paid at the starting rate for the classification until the employee has successfully completed the probationary period in that classification. Upon successful completion of the probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is demoted to a lower classification during the probationary period, he/she shall be paid at the starting rate for the lower classification and shall begin a new probationary period from the date of demotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is promoted to a higher classification during the probationary period, he/she shall be paid at the starting rate for the higher classification and shall begin a new probationary period for the new position from the date of the promotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the classification.

If an employee is promoted to a higher classification following completion of his/her probationary period, but prior to completion of one year of service, he/she shall be paid at the one-year rate for the higher classification. Dating from the time of the promotion, the employee shall begin a new probationary period and must

successfully complete the new probationary period in order to remain in the higher classification.

An employee who is at the one-year rate for a classification and is demoted to a lower classification shall be paid at the rate of the lower classification that is closest to but not greater than the rate he/she was earning prior to demotion.

An employee who is at the one-year rate for a classification and is promoted to a higher classification shall be paid at the one-year rate of the higher. Dating from the time of the promotion, the employee shall begin a new probationary period and must successfully complete the new probationary period in order to remain in the higher classification.

16.8 Pay changes resulting from the completion of probation, merit, promotion, demotion, cost of living or related salary adjustments become effective the Sunday immediately following such action.

Article XVII
ASSIGNMENTS AT HIGHER RATED CLASSIFICATIONS

17.1 Assignment to a higher classification means that due to operating requirements as determined by management, an employee has been temporarily assigned to perform work in a classification with a higher pay rate.

17.2 In the case of assignments to a higher rated classification, if the employee works more than ~~one (1)~~ two (2) hours at the higher classification, s/he will receive the higher rate of pay for those hours (or fractions hereof) that s/he worked the higher rated job.

Article XVIII
OVERTIME

18.1 All work performed over eight (8) hours in any one (1) payroll day, or all work over forty (40) hours in any one (1) week, shall be paid for at one and one-half (1 ½) times the employee's rate of pay. Sick leave usage will not count towards hours worked in any one (1) week for the purpose of overtime calculation from the first Sunday of the second pay

period in April through the last Saturday of the first pay period in November.

18.2 ~~An employee may accrue compensatory time in lieu of overtime. No employee may accumulate more than 60 hours of compensatory time. Employees will have six months following the quarter that the compensatory time was earned in to utilize these hours Requests to take compensatory time must be made at least 24 hours in advance.~~ An employee may request compensatory leave at the appropriate overtime rate in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head.

Beginning November 1, 2016 compensatory leave may accrue from November 1 through October 31 up to a maximum of eighty (80) hours annually; for the purpose of compensatory leave accruals, "annual" means November 1 through October 31. Remaining compensatory leave balances on November 1, 2017, and every year thereafter on November 1, will be paid to the employee during the second pay period in November.

18.3 All work performed by bargaining unit employees on Saturday and Sunday shall be paid at one and one-half (1½) times the employee's rate of pay. However, employees whose normal workweek is Tuesday through Saturday shall receive one and one-half (1½) times their regular rate of pay for all work performed on Sunday or Monday.

18.4 **A.** In the event that a bargaining unit employee is required to report back to duty at a time other than his/her regular working hours, the Town shall provide a minimum of four (4) hours work, or in lieu thereof, four (4) hours pay at the applicable rate. If such call in runs into his/her regular work day, the employee shall be paid time at one and one-half (1-1/2) his/her regular hourly rate for all hours worked outside of the regularly scheduled hours, and shall work his/her regularly scheduled eight (8) hour day. Any subsequent callback within the original call-in period will be considered part of the original call back.

C. When called in for plowing, sanding, storms or other emergencies, employees shall be paid from the time they are called provided the employee reports to work in accordance with the following schedule:

Distance From Employee's Residence to Garage	Reporting Time After Call
0 to 5 miles	40 minutes
6 to 10 miles	50 minutes
Over 10 miles	60 minutes

C. Employees who punch in later than the above time intervals shall be paid from the time they punched in.

18.5 There shall be no pyramiding of overtime premiums.

18.6 A. Overtime shall be equalized among employees within their classifications, within twenty-four (24) hours per year.

B. All overtime shall be offered first to the employees within their classification, except in the situation where another bargaining unit employee has been working on the jobsite in an upgraded capacity. In this situation, the Town may offer the overtime to the upgraded bargaining unit employee, provided the extension of the workday or the additional hours offered to the upgraded employee does not exceed two hours.

C. If no employee in the proper classification is available, other bargaining unit employees may be utilized.

D. An employee who does not avail himself or herself of the opportunity to work overtime will be charged on the overtime records as though s/he had worked the overtime offered.

E. When the entire crew is called out (for emergencies, snow plowing, sanding, etc.), all employees will be charged with the same number of hours worked.

18.7 Any overtime situation not equalized in accordance with section ~~17.6~~ 18.6 above will be corrected by the Town within ninety (90) days of receipt of written notice from the Union to the Town Manager.

18.8 ~~It is specifically agreed and understood that the prior practice of assigning more than one (1) employee to a vehicle during snow plowing and sanding operations shall be and is hereby discontinued effective July 1, 1981~~. The Town reserves the right to use more than one (1) employee in a vehicle at its discretion.

A. Each driver shall be entitled to receive a rest break every six (6) hours on the clock during snow plowing and sanding operations.

B. The Town will maintain radio contact with each vehicle on an hourly basis.

Article XIX
WORKERS' COMPENSATION

19.1 The Town and the Union recognize the importance of assuring a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves and co-workers. Workers' Compensation leave, is granted to an employee for accepted claims due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers' compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers' compensation injuries. The Town will also utilize the services of a managed care program provided by the workers' compensation insurance carrier.

A. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

(1) In the case of workers' compensation injuries causing absences of three or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.

(2) For absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days, the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

(3) When an employee returns to duty, but needs continued medical care as determined by their treating medical provider in the managed care program, the employee may attend said medical appointments during regularly scheduled work hours with full pay.

B. Health insurance will continue as long as the employee is receiving workers' compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

C. An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume the essential functions of his/her position within a reasonable period of time not to exceed one year from the date of injury or occupational illness shall be terminated from employment with the Town unless

the condition is deemed disabling under the American with Disabilities Act (ADA), the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

Article XX
DISCIPLINARY PROCEDURE

20.1 No employee covered by this Agreement shall be discharged or disciplined except for just cause.

20.2 Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement.

20.3 Written warnings shall remain a part of an employee's personnel record for twenty-four (24) months from the date of the warning. However, if another written warning for the same type of offense is received within the twenty-four (24) month period, both warnings shall remain on the record for a period of twenty-four (24) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

20.4 The Town and the employee shall sign each disciplinary document for receipt purposes only.

20.5 The employee shall receive a copy of any type of disciplinary document.

20.6 The chapter president shall be copied on disciplinary documents.

Article XXI
GRIEVANCE PROCEDURE

21.1 The following terms are agreed to mean as stated below:

A. A "grievance" is any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement.

B. "Days" in this article are defined as working days (Monday through Friday, excluding Saturdays, Sundays and holidays).

C. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union.

D. "Town" shall mean the Town, an agent of the Town, or a committee of the Town, at the Town's option.

21.2 **Step One:** The Union steward and/or the aggrieved employee shall present the grievance in writing to his/her immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievance, or within ten (10) working days after which s/he knew or should have known of the occurrence of the event giving rise to the grievance. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee and/or the steward who shall attempt to settle the matter. A written response will be rendered within ten (10) working days.

21.3 **Step Two**: If the grievance is not settled at Step One, it may be submitted to the department head in writing specifying the section or sections of the agreement involved within ten (10) working days hereafter. If submitted, the grievance shall be discussed by the employee and/or the steward and the department head who shall attempt to settle the matters. A written response will be rendered within ten (10) working days. If the grievance is not resolved, it may then be submitted within ten (10) working days hereafter to the Town Manager.

21.4 **Step Three**: Grievances filed by the employer may be initially presented at this step of the procedure. Grievances processed in the name of the Union may be initiated at this step also. Grievances must be filed within ten (10) days of the occurrence, or ten (10) days of knowledge of, or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.

A. A meeting to discuss such grievance, including at least one officer or business agent of the Union and the Town Manager, will be held as soon as possible, but no later than thirty (30) days from the date of the request for such a meeting by either party unless agreed upon by the parties.

B. The Town will produce such records and disciplinary notices as may be considered necessary to the settlement of the grievance.

C. The Town Manager will render a decision in writing as soon as possible but no later than 15 working days after such meeting.

D. Any written grievance that is satisfactorily settled will be so marked and signed by the Town Manager and president of the Union, or his designee.

Article XXII
ARBITRATION

22.1 If the grievance is not settled by the procedures outlined in Article ~~XVIII~~ XXI, either party may submit the matter to arbitration. The request for arbitration must be in writing and be filed with the arbitrator no later than thirty (30) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration shall simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Dispute Resolution Center in accordance with their rules and procedures. The Connecticut State Board of Mediation and Arbitration will arbitrate all other grievances.

22.2 The arbitrator's award shall be final and binding as provided by law. S/he shall be bound by, and must comply with, all the terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of the arbitration procedure shall be borne equally by both parties. It is understood that each party is responsible for their own costs of legal counsel, expert witnesses, and other expenses not normally considered the mutual responsibility of both parties.

22.3 Any time limits specified within this article or the previous article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Article XXIII
INSURANCE PROGRAM

23.1 A. Health Insurance. On behalf of the employees, the Town will maintain group membership in a PPO and ~~POE/HMO~~ HDHP/HSA plan. The details of the health insurance plans are summarized in Appendix C of this Agreement. Subject to any plan restrictions, the employee may choose to participate in either of the two options ~~unless the employee is age 65 or older and Medicare eligible. If an active employee is aged 65 or older and Medicare eligible, Medicare will become the primary insurance and the employee will be eligible to choose to participate in the Medicare supplemental plans offered by the Town.~~

(1) If the ~~PPO or POE/HMO~~ HDHP/HSA plan~~s~~ offered by the Town ~~are~~ is not considered an "affordable" option~~s~~ as defined by the Affordable Care Act regulations, the Town and Union agree to a re-opener to develop and implement a health insurance plan that will be considered "affordable" as defined by the Affordable Care Act regulations; this "affordable" plan will then be offered in addition to the Town's current plans ~~PPO and POE/HMO plans~~. Employees opting to participate in the PPO or HDHP/HSA plans outlined in Appendix C would then be required to pay the ~~difference between the new core plan and the PPO or HDHP/HSA plan in addition to the~~ agreed upon employee share of the health insurance premium identified in 23.1(2).

(2) The Town and the employees agree to share the cost of insurance premiums for the coverage outlined in Appendix C. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

Plan Type	~~FY 13/14~~ 1/1/17	~~FY 14/15~~ 1/1/18
POE/HMO	~~14%~~ 17.5%	~~15%~~ N/A
HDHP	N/A	14%
PPO	~~14%~~ 17.5%	~~15%~~ 19%
~~Medicare Supplemental Plan(s)*~~	–	~~15%~~
~~*(Contribution for Active Employees Only)~~		

(3) For employees enrolled in the HDHP/HSA plan, the Town will fund the following amounts toward the annual deductible for eligible employees based on the employee's level of coverage, into the employee's Health Savings Account (HSA):

- January, 2018 - 55% of the $2,000 or $4,000 deductible based on the employee's level of coverage in one payment made on the first payroll in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the plan due to a qualifying event or open enrollment will be pro-rated based upon the month that coverage in the plan begins. For example if a new hire or employee enrolls in the plan for single coverage, and coverage begins in August, they would receive a contribution equivalent to the total Town contribution amount, divided by 12 months, multiplied by five months (ex: (($1,100/12)*5)=$458.33).

Deductible amounts are listed in Appendix C.

B. Dental insurance: employees and their dependents may enroll in the dental insurance coverage offered through the Town. Employees will be responsible for the full cost of these benefits.

C. Life insurance: The Town shall provide a term life insurance for eligible employees. The life insurance policy shall be in the amount of one and a half (1.5) times the

employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.

23.2 A. **Retiree Health Insurance.** The Town shall provide the following insurance for employees retiring ~~subsequent to July 1, 2010~~ between July 1, 2016 and December 31, 2017: a POE/HMO plan or the PPO plan if the retiree's primary residence is outside the state of Connecticut until the retiree reaches age 65 or becomes eligible for Medicare; for those age 65 and older or eligible for Medicare/Medicaid, the retiree may elect to enroll in a Medicare supplemental plan offered through the Town with the full cost to be borne by the retiree.

The Town shall provide the following insurance for employees retiring on or after January 1, 2018: a HDHP/HSA plan or the PPO plan if the retiree's primary residence is outside the state of Connecticut until the retiree reaches age 65 or becomes eligible for Medicare; for those age 65 and older or eligible for Medicare/Medicaid, the retiree may elect to enroll in a Medicare supplemental plan offered through the Town with the full cost to be borne by the retiree. For retirees enrolled in the HDHP/HSA Plan, the Town will not make any payment or contribution towards the deductible for that plan.

B. Upon execution of this agreement, the Town agrees to pay ~~$149 per month toward the cost of the insurance defined in 22.2A for each employee who retires after July 1, 2010 but on or before June 30, 2014 and $225~~ $240 per month for employees retiring on or after July 1, ~~2014~~ 2016: (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS). This payment does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield. Upon the death of a retiree, this payment is not transferable to the retiree's surviving spouse, heir, dependents, etc. Upon the death of a retiree, a surviving spouse can continue to purchase insurance through the Town with the full cost borne by the surviving spouse.

23.3 The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be reasonably equivalent or better than those provided in the above referenced coverages.

23.4 Payment in Lieu of Health Benefits. This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another employer that does not participate in the Town of Mansfield health insurance pool. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in this program. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

A. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source that is not a health insurance state exchange. The official enrollment period will be June of each year, but employees may enroll at other times on a pro-rated basis. New employees can enroll at the time of employment or may enroll during the June following the date of employment.

B. The annual payments in lieu of coverage are as follows:

Individual	$1,200
Two-person	$2,400
Family	$3,000

C. Payments will be made in two installments during the fiscal year, in January and July. If an employee terminates or joins the program at any time during the fiscal year, the payments will be prorated on a monthly basis. Should an employee separate from service for any other reason than retirement in good standing prior to the scheduled January or July payments, said employee shall not receive a payment at separation.

Participating employees may opt to have their payment contributed to their 457 deferred compensation account so long as the contribution is within the annual allowable contribution limits for 457 accounts as designated by the IRS.

D. Payments are considered taxable in accordance with the IRS Code.

E. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:

(1) The coverage that the employee had through another plan is terminated. (Copy of plan documents required.)

(2) The employee and/or his/her dependents become ineligible for coverage under the other plan.

(3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.

(4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.

(5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.

(6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.

F. Employees re-enrolling may enroll only in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.

G. Employees retiring after July 1, 2010 may also participate in the payment in lieu of health benefits program for a benefit of $750 per year. The requirements of sections ~~23~~.24.4(A), ~~23~~.24.4(C), ~~23~~.24.4(E)(1) – ~~23~~.24.4(E)(5) and ~~23~~.24.4(F) shall apply to this subsection.

Article XXIV
PENSIONS

24.1 All members of the bargaining unit who are eligible shall be covered by the Connecticut Municipal Employees Retirement System (CMERS) Fund B at the time of execution of this agreement, under its terms and conditions. ~~The Town and the Union agree to a re-opener to discuss pension options for eligible employees. The parties agree to begin discussions on this topic no later than September 1, 2010. Should the parties agree that it is in their mutual interest for employees to be enrolled in a pension plan other than MERS B an amendment shall be attached to this Agreement.~~ This article shall not be subject to the grievance arbitration provisions of the contract. The only exception shall be the Town's failure to meet its obligation to enroll a bargaining unit employee who otherwise is eligible to be covered by CMERS.

Article XXV
SAFETY AND HEALTH

25.1 The Town is responsible for providing a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers.

25.2 The Town will provide each employee, except those employees participating in the uniform service, with a $400 clothing and shoe allowance annually in August. The clothing and shoe allowance will not be made in the form of a cash or check payment.

Upon execution of this agreement all mechanics and lead mechanics will be required to participate in a uniform service determined by the Town. All other bargaining unit members may opt to participate in the uniform service. The Town in its sole discretion will select the vendor for the uniform service and the level of service received by the employees. The Town will directly pay the vendor for the full cost of the uniform service.

25.3 ~~Regularly appointed lead mechanics, mechanics and mechanics helpers will be provided with an additional $50 clothing and shoe allowance during August each year this contract is in effect~~. Employees participating in the uniform service will provided with a $175 safety boot allowance annually in August. The boot allowance will not be made in the form of a cash or check payment.

25.4 Failure to wear approved safety shoes or to use safety equipment as directed will result in disciplinary action by the Town.

25.5 Wellness Incentives. From time to time, the Town through its employee wellness program, may offer an assortment of wellness and fitness programs. Benefits of the programming and incentives may include but are not limited to discounts and payments. Programming design and administration is at the sole discretion of the Town.

ARTICLE XXVI
OUTSIDE EMPLOYMENT

26.1 An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's ethics ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager such outside employment shall be terminated if it is disadvantageous to the Town.

A. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.

B. Any employee who engages in outside employment shall not perform duties for his/her outside employer while on the clock for the Town. Outside employment shall not interfere with an employee's Town related job duties and work hours. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.

C. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.

Article XXVI
MISCELLANEOUS

27.1 When the Town creates new class specifications within the bargaining unit, the Town and the Union shall negotiate about the impact of any changes on bargaining unit employees.

27.2 The Town will continue its practice of providing a lost and broken tool allowance of up to ~~$200~~ $500 per year per mechanic. In addition, the Town will provide replacement insurance for all mechanics' privately owned tools lost by theft or fire while on Town-owned premises.

27.3 All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, genetic makeup, gender identity, political affiliation, union membership, military service and veteran's status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 – Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XXII (grievance procedure).

Article XXVIII
NO LOCKOUT- NO STRIKE

28.1 The Town agrees that it will not lock out the employees covered by this Agreement during its term.

28.2 The Union and the employees expressly agree that there will be no strikes, slow downs, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Public Works Department.

28.3 Any or all employees participating in such strike or other prohibited activity described above in section ~~27.2~~ 28.2 shall be subject to disciplinary action by the Town up to and including discharge.

Article XXIX
DRUG TESTING

29.1 All employees who are subject to the Department of Transportation, Federal Highway Administration regulations shall be subject to testing for drugs and alcohol in accordance with the Town's policy and shall be required to comply with that policy. Actions taken by the Town in implementing this policy are not exempt from the grievance procedure.

Article XXX
DURATION AND RENEWAL

30.1 The parties agree that the above sections constitute the full and complete Agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.

30.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

30.3 This Agreement shall be binding upon the Town and the Union from the first day of July ~~2013~~ 2016 and shall continue in full force and effect until midnight of the thirtieth day of June ~~2016~~ 2018, when it shall expire.

For the Town of Mansfield:

Matthew Hart, Town Manager

Maria E. Capriola, Assistant Town Manager

For Local 2001, CSEA:

~~George Gould~~, Business Representative
Mike Coogan

Torry B. Rocha, President

APPENDIX A

POSITIONS, FLSA STATUS AND SALARY RANGES

			Salary Ranges FY 16/17		Salary Ranges FY 17/18	
Classification	Grade	FLSA	Min.	Max.	Min.	Max.
Laborer	2	NE	$47,586	$52,806	$48,713	$54,037
Truck Driver	9	NE	$55,541	$60,051	$56,856	$61,471
Groundskeeper	9	NE	$55,541	$60,051	$56,856	$61,471
Mechanic	10	NE	$57,691	$62,014	$59,049	$63,475
Transfer Station Supervisor	15	NE	$59,550	$64,644	$60,949	$66,169
Crew Leader (Roads, Grounds)	15	NE	$59,550	$64,644	$60,949	$66,169
Lead Mechanic	16	NE	$	$66,169	$	$67,714
Road Foreman	16	NE	$	$66,169	$	$67,714

~~Notes:~~

~~*Truck Drivers move to the appropriate step for grade 9 of the pay plan effective July 1, 2014.~~

- FY ~~14/15 and 15/16~~ 17/18 columns reflect a 2.35% general wage increase. Actual amount may be less if ~~1.75~~ 2.10% general wage increase is awarded as outlined in 16.1A(2).
- Salary ranges are rounded to the nearest dollar for the purpose of this chart. Detail is provided in Appendix B.

FY16/17 @ 2.25%

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade:
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Hourly
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 2
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	47,585.52	1,823.20	182.32	22.7900	182.32	1
2	50,174.64	1,922.40	192.24	24.0300	192.24	1
3	52,805.52	2,023.20	202.32	25.2900	202.32	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 5
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	54,246.24	2,078.40	207.84	25.9800	207.84	1
2	56,689.20	2,172.00	217.20	27.1500	217.20	1
3	58,777.20	2,252.00	225.20	28.1500	225.20	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 9
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	55,540.80	2,128.00	212.80	26.6000	212.80	1
2	57,983.76	2,221.60	222.16	27.7700	222.16	1
3	60,050.88	2,300.80	230.08	28.7600	230.08	1

FY 16/17 @ 2.25%

Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 10
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,691.44	2,210.40	221.04	27.6300	221.04	1
2	60,531.12	2,319.20	231.92	28.9900	231.92	1
3	62,013.60	2,376.00	237.60	29.7000	237.60	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 12
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	59,737.68	2,288.80	228.88	28.6100	228.88	1
2	62,514.72	2,395.20	239.52	29.9400	239.52	1
3	63,997.20	2,452.00	245.20	30.6500	245.20	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 15
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	59,549.76	2,281.60	228.16	28.5200	228.16	1
2	62,452.08	2,392.80	239.28	29.9100	239.28	1
3	64,644.48	2,476.80	247.68	30.9600	247.68	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 16
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
3	66,168.72	2,535.20	253.52	31.6900	253.52	1

Selection Legend:

Bargaining Unit: 'T DPW'
Effective Date: '01-Jul-2016'

FY 17/18 @ 2.35%

Town of Mansfield
Bargaining Unit Salary Listing

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade:
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Hourly
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 2
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	48,713.04	1,866.40	186.64	23.3300	186.64	1
2	51,343.92	1,967.20	196.72	24.5900	196.72	1
3	54,037.44	2,070.40	207.04	25.8800	207.04	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 5
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	55,519.92	2,127.20	212.72	26.5900	212.72	1
2	58,025.52	2,223.20	222.32	27.7900	222.32	1
3	60,155.28	2,304.80	230.48	28.8100	230.48	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 9
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	56,856.24	2,178.40	217.84	27.2300	217.84	1
2	59,340.96	2,273.60	227.36	28.4200	227.36	1
3	61,470.72	2,355.20	235.52	29.4400	235.52	1

FY 17/18 @ 2.35%

Bargaining Unit Salary Listing

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 10
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	59,048.64	2,262.40	226.24	28.2800	226.24	1
2	61,950.96	2,373.60	237.36	29.6700	237.36	1
3	63,475.20	2,432.00	243.20	30.4000	243.20	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 12
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	61,136.64	2,342.40	234.24	29.2800	234.24	1
2	63,976.32	2,451.20	245.12	30.6400	245.12	1
3	65,500.56	2,509.60	250.96	31.3700	250.96	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 15
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,948.72	2,335.20	233.52	29.1900	233.52	1
2	63,913.68	2,448.80	244.88	30.6100	244.88	1
3	66,168.72	2,535.20	253.52	31.6900	253.52	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 16
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
3	67,713.84	2,594.40	259.44	32.4300	259.44	1

Selection Legend:

Bargaining Unit: 'T DPW'
Effective Date: '01-Jul-2016'

FY 17/18 @ 2.10%

Town of Mansfield
Bargaining Unit Salary Listing

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade:
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Hourly
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1: .00
User Defined #2: .00
User Defined #3: .00
User Defined #4: .00
User Defined #5: .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 2
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1: .00
User Defined #2: .00
User Defined #3: .00
User Defined #4: .00
User Defined #5: .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	48,587.76	1,861.60	186.16	23.2700	186.16	1
2	51,218.64	1,962.40	196.24	24.5300	196.24	1
3	53,912.16	2,065.60	206.56	25.8200	206.56	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 5
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1: .00
User Defined #2: .00
User Defined #3: .00
User Defined #4: .00
User Defined #5: .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	55,394.64	2,122.40	212.24	26.5300	212.24	1
2	57,879.36	2,217.60	221.76	27.7200	221.76	1
3	60,009.12	2,299.20	229.92	28.7400	229.92	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 9
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1: .00
User Defined #2: .00
User Defined #3: .00
User Defined #4: .00
User Defined #5: .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	56,710.08	2,172.80	217.28	27.1600	217.28	1
2	59,194.80	2,268.00	226.80	28.3500	226.80	1
3	61,303.68	2,348.80	234.88	29.3600	234.88	1

FY 17/18 @ 2.10%

Town of Hamilton
Bargaining Unit Salary Listing

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 10
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	58,902.48	2,256.80	225.68	28.2100	225.68	1
2	61,804.80	2,368.00	236.80	29.6000	236.80	1
3	63,308.16	2,425.60	242.56	30.3200	242.56	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 12
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,990.48	2,336.80	233.68	29.2100	233.68	1
2	63,830.16	2,445.60	244.56	30.5700	244.56	1
3	65,333.52	2,503.20	250.32	31.2900	250.32	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 15
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,802.56	2,329.60	232.96	29.1200	232.96	1
2	63,767.52	2,443.20	244.32	30.5400	244.32	1
3	66,001.68	2,528.80	252.88	31.6100	252.88	1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Grade: 16
Effective Date: 01-Jul-2016
Update Calculator Fields for 2016-17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
3	67,567.68	2,588.80	258.88	32.3600	258.88	1

Selection Legend:

Bargaining Unit: 'T DPW'
Effective Date: '01-Jul-2016'

APPENDIX C

HEALTH INSURANCE [illegible] PLAN COMPARISON
EFFECTIVE [illegible] JANUARY 1, 2017

BENEFIT	Century Preferred ~ PPO (Plan # [illegible])	Bluecare ~ HMO / POE (Plan #201)
Costshares	In-Network services subject to co-pays Out-of-Network Services Available ~ Subject to deductible and coinsurance **Co-Pays: $[illegible] PCP / $[illegible] Specialist** **$175 Outpat Hosp / $350 Inpat Hosp co-pay** **$50 Emergency / $25 Urgent Care Facility** **Out-of-Network Deductible: $400/$800/$1,000** **Out-of-Network Cost Share Maximum: $1,600/$3,200/$4,000** **Out-of-Network "Out of Pocket" Cost: $2,000/$4,000/$5,000** **Lifetime Maximum In-Network & Out-Of-Network-Unlimited**	In-Network services subject to co-pays *Out-of-Network NOT AVAILABLE* **Co-Pays: $[illegible] PCP / $[illegible] Specialist** **$100 Outpat Hosp / $200 Inpat Hosp co-pay** **$75 Emergency / $25 Urgent Care Facility** **Deductible: Does not apply** **Cost Share Maximum: Does not apply** **Out of Pocket Cost: Does not apply** **Lifetime Maximum In-Network -Unlimited**
Preventive Care Pediatric	Covered according to age-based schedule: **$0 co-pay** Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year	Covered according to age-based schedule: **$0 co-pay** Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year
Adult	Covered according to age-based schedule: **$0 co-pay** 22 and over one exam per year	Covered according to age-based schedule: **$0 co-pay** 22 and over one exam per year
Vision	**$0 co-pay** (Frames & Lenses covered under vision rider)	**$0 co-pay** (Frames & Lenses covered under vision rider)
Hearing	**$0 Co-pay one exam every two years**	**$0 Co-pay one exam every two years**
Gynecological	**$0 co-pay** One Routine Exam Per Member per Calendar Year	**$0 co-pay** One Routine Exam Per Member per Calendar Year
Medical Services Medical Office Visit	**$[illegible] office visit co-pay PCP** **$[illegible] office visit co-pay Specialist**	**$[illegible] office visit co-pay PCP** **$[illegible] office visit co-pay Specialist**
Outpatient PT/OT/ Chiro/Speech	**$[illegible] office visit co-pay** 50 combined visits per member per calendar year (subject to medical necessity)	**$15 office visit co-pay** Unlimited Visits (subject to medical necessity)
Allergy Services	**$[illegible] office visit co-pay** No copay for injections Unlimited injections	**$[illegible] office visit co-pay** No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	**$[illegible] office visit co-pay** Limited to 40 visits per calendar year	**$[illegible] office visit co-pay** Limited to 40 visits per calendar year
BENEFIT	**Century Preferred ~ PPO (Plan # [illegible])**	**Bluecare ~ HMO / POE (Plan [illegible])**
Emergency Care	**$50 co-pay**	**$75 co-pay**

[illegible] represents language [illegible] agreed upon the parties [illegible] signed [illegible] previous MOU MOU.

ergency Room	(waived if admitted)	(waived if admitted)
it Care	**$25 co-pay** Participating Facilities only	**$25 co-pay** Participating Facilities only
lance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
tal Care		
eral/Medical/Surgical/ ernity (Semi-Private)	**Note: All hospital admissions require pre-cert** **$ 350 per admission co-pay**	**Note: All hospital admissions require pre-cert** **$ 200 per admission co-pay**
illary Services dication, Supplies)	Covered	Covered
chiatric	**$ 350 per admission co-pay**	**$ 200 per admission co-pay**
stance Abuse/ Detox	**$ 350 per admission co-pay**	**$ 200 per admission co-pay**
abilitative	**$ 350 per admission co-pay** up to 60 days per calendar year	**$ 200 per admission co-pay** up to 60 days per calendar year
led Nursing Facility	**$ 350 per admission co-pay** up to 120 days per calendar year	**$ 200 per admission co-pay** up to 90 days per calendar year
pice	**$ 350 per admission co-pay** Unlimited days	**$ 200 per admission co-pay** up to 60 days per calendar year
tient Hospital patient Surgery lity Charges	**$ 175 per admission co-pay**	**$ 100 per admission co-pay**
gnostic Lab & X-ray	Covered	Covered
Admission Testing	Covered	Covered
Services able Medical Equip thetics	Unlimited Max (Limited to covered items only) Unlimited Max	Unlimited Max (Limited to covered items only) Unlimited Max
cription Drugs	**$~~40~~ 15 Generic / $~~40~~ 30 Brand / $~~40~~ 40 Non listed Brand** **1 co-pays mail - $ 3,000 max add'l benefits subject to** **ded & coin (Oral contraceptives are covered)**	**$15 Generic / $30 Brand / $40 Non listed Brand** **2 co-pays mail - unlimited max** **(Oral contraceptives are covered)**
rtility	• A **lifetime** maximum of 4 cycles for ovulation induction up to age 40. • A **lifetime** maximum of 3 cylces for intrauterine insemination up to age 40. • A **lifetime** maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40. • Services related to male infertility. • All related prescription drugs. • All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing & procedures. • All covered services will be paid at the benefit level subject to policy guidelines	
dent Age Max	**To 26 years of age**	**To 26 years of age**

Note: POE Plan will be eliminated December 31, 2017 and replaced by the HDHP Plan.

Green font represents language tentatively agreed upon the parties (or agreed upon via previous MOA/MOU)

APPENDIX C

HDHP Plan – Effective January 1, 2018

FINANCIAL:		
Deductible	**$2,000/$4,000**	
Co-insurance	0%	20%
Out-of-Pocket Maximum	**$4,000/$8,000**	
Maximum Lifetime Benefit Per Member	None	Unlimited
Gatekeeper Network	No	No
DEPENDENT LIMITING AGE:	**26**	**26**
PREVENTIVE CARE:		
Physical Examination – Child	No Charge	Ded. & Co-ins.
Physical Examination – Adult	No Charge	Ded. & Co-ins.
Vision Examination	No Charge	Ded. & Co-ins.
Immunizations	No Charge	Ded. & Co-ins.
OUTPATIENT CARE:		
Physician Office Visits	Ded.	Ded. & Co-ins.
Specialist Office Visits	Ded.	Ded. & Co-ins.
Outpatient Surgical Services	Ded.	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations	Ded.	Ded. & Co-ins.
Outpatient Rehabilitation	Ded.	Ded. & Co-ins.
Prenatal and Postnatal Maternity Care	Ded.	Ded. & Co-ins.
MENTAL HEALTH:		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
SUBSTANCE ABUSE:		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
ALLERGY CARE:		
Visits	Ded.	Ded. & Co-ins.
Injections	Ded.	Ded. & Co-ins.

HOSPITAL CARE:		
Semi-Private Hospital Room Admission		Ded. & Co-ins.
Skilled Nursing and Rehabilitation Facilities	Ded.	Ded. & Co-ins.
HOME HEALTH CARE:	Ded.	Ded. & 25% Co-ins.
EMERGENCY CARE:		
Emergency Room (waived if admitted)	Ded.	paid as in-network
Ambulance Service	Ded.	Ded. & Co-ins.
Urgent Care (participating centers only)	Ded.	paid as in-network
PRESCRIPTION DRUGS:		
Generic Tier 1 Drugs	**$10** after Ded is satisfied	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	**$20** after Ded is satisfied	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	**$30** after Ded is satisfied	Ded. & Co-ins.
Mail Order	2 x after Ded is satisfied	
Annual Maximum	Ded. & Co-Pays	Ded. & Co-ins.

Note: Once every 12 month period, on the first payroll in January, the Town will make a contribution on behalf of eligible participating employees equivalent to funding 55% of the annual deductible based on the employee's level of coverage. Employer payments towards the deductible for new hires or employees joining the plan due to a qualifying event or open enrollment will be pro-rated. Details are provided in Article 22.1(4) of this Agreement.

APPENDIX D

Following execution of this collective bargaining agreement, the Town will conduct a recruitment for the Road Foreman position. The Town will use pay grade 16 for the position, which reflects the salary range of the classification when last in use, adjusted to current fiscal year pay rates. The Town will review the job description and update it as necessary. The Town will follow the recruitment procedures outlined in the collective bargaining agreement and the Town's personnel rules.

Following the conclusion of the recruitment for Road Foreman, the Town will conduct a recruitment for Road Crew Leader. The Town will use the existing pay grade 15 for the position. The Town will follow the recruitment procedures outlined in the collective bargaining agreement and the Town's personnel rules. Following the completion of the recruitment, it is the Town's intention to have two people in the classification of Road Crew Leader.

This Appendix will be removed from the successor collective bargaining agreement, taking effect July 1, 2018.

Matthew Hart, Town Manager Date

Torry Rocha, President Date

PAGE
BREAK

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager MWH
CC: Maria Capriola, Assistant Town Manager
Date: January 9, 2017
Re: Successor Collective Bargaining Agreement with Local 2001, CSEA - Professional/Technical Employees

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Subject Matter/Background

Staff has negotiated a proposed successor collective bargaining agreement with our Professional/Technical Union, and the Union members ratified that agreement on January 3, 2017. In accordance with our normal procedure, we are now presenting the proposed agreement to the Town Council for its review and consideration.

Highlights of the proposed agreement are as follows:

- The duration of the proposed agreement is two years (July 1, 2016 – June 30, 2018).
- Wages
  - 2.25% general wage increase in Year 1
  - 2.10% general wage increase in Year 2, with an additional 0.25% awarded if state revenues remain flat or increase
- Longevity
  - Phases out longevity for new hires as of November 1, 2016
- Health Insurance
  - Plan design changes to the PPO and POE plan as soon as practicable after ratification by the Council and Union. HDHP plan replaces POE plan January 1, 2018.
  - Employee share of premium increases as follows:
    - Year 1: PPO and POE plans increase from 17% to 18.5%
    - Year 2: PPO plan increases to 20%, HDHP plan set at 15%
  - Retiree health insurance monthly contribution
    - Increases by $15 per month to $225/month to $240/month.
- Leave
  - Comp leave and floating holiday leave will not count as hours worked for overtime calculation purposes
  - Effective July 1, 2017, vacation leave accruals to be adjusted for employees with 1-5 years of service (from 2 to 3 weeks) and 20-25 years of service (from 4 to 5 weeks).

- New language regarding employees required to report to duty under the Town's Emergency Operations Plan
- Increase in tuition reimbursement to $1,300 per year, or an increase of $100 per year.

Financial Impact
The Professional/Technical employees union represents approximately 39 Town employees. The estimated cost of the general wage increase for Year 1 of the contract is $53,584 and $57,225 for Year 2, or $110,809 for the duration of the 2-year contract. These costs include the impact the general wage increase has on salaries, overtime, Social Security, Medicare, MERS, and life/short-term disability/long-term disability insurance premiums. The increase in cost from FY15/16 to FY 16/17 is inflated on a percentage basis (12.4%) because we had a number of vacancies in FY 15/16.

Health insurance costs are expected to decrease in Year 2 due to the employee's share of the premium increasing for the PPO plan, implementation of a HDHP plan, and anticipated rate decreases for the premiums. A new added cost in Year 2 will be the employer's contribution to HSA accounts for HDHP plan participants.

There are sufficient funds budgeted in contingency for FY 16/17 to cover the cost of the wage increase for Year 1 of the contract. For more detailed estimates please refer to the attachments.

Recommendation
The Council has three options. Option 1 is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.

If Council is dissatisfied with the proposed successor collective bargaining agreement, Option 2 would be to reject the agreement as presented. If Council rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, the services of a mediator are used. If mediation fails to help the parties reach an agreement, the parties will be subject to binding arbitration.

Option 3 would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, with guidance from the Council, and has since been ratified by the Union, staff recommends Option 1.

If the Town Council concurs with this recommendation in favor of Option 1, the following motion is in order:

Move, effective January 9, 2017, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield

and Local 2001, CSEA – Professional/Technical employees, which agreement shall enter into effect on July 1, 2016 and expire on June 30, 2018.

Attachments

1) Cost Estimates for Successor Collective Bargaining Agreement
2) Proposed Successor Collective Bargaining Agreement (Signed Tentative Agreement)

Impact of General Wage Increase, Years 1 & 2

Professional/Technical Employees Union - July 1, 2016 - June 30, 2018

	Salaries	OT	FICA	Medi	MERS	Life	STD	LTD	TOTAL
YR 1 w/ GWI	$2,008,425	$11,340	$125,225	$29,287	$229,849	$7,050	$11,742	$12,191	$2,435,109
YR 1 w/o GWI	$1,964,230	$11,090	$122,470	$28,642	$224,791	$6,894	$11,484	$11,923	$2,381,524
Difference YR 1	$44,195	$250	$2,756	$644	$5,058	$155	$258	$268	$53,584
YR 2 w/ GWI	$2,055,623	$11,606	$128,168	$29,975	$235,251	$7,215	$12,018	$12,478	$2,492,334
YR 2 w/o GWI	$2,008,425	$11,340	$125,225	$29,287	$229,849	$7,050	$11,742	$12,191	$2,435,109
Difference YR 2	$47,198	$266	$2,943	$688	$5,401	$166	$276	$286	$57,225
GRAND TOTAL	$91,393	$516	$5,698	$1,333	$10,459	$321	$534	$555	$110,809

Town of Mansfield

Professional/Technical Union - Salary and Benefits Estimates - July 1, 2016 - June 30, 2018

Fiscal Year	Est. Salaries (Base)	Est. Salaries (Overtime)	FICA	Medicare	MERS	Longevity	Life Ins.	STD Ins.	LTD Ins.	Health Ins. (Town Share)	Total	% Change	Difference
FY 2015/2016 (Actual)	1,792,262	9,336	111,699	26,123	205,022	22,607	6,291	10,478	10,879	502,708	2,697,405		
Year 1 - FY 2016/2017	2,008,425	11,340	125,225	29,287	229,849	19,242	7,050	11,742	12,191	578,821	3,033,172	12.4%	335,767
Year 2 - FY 2017/2018	2,055,623	11,606	128,168	29,975	235,251	19,242	7,215	12,018	12,478	531,450	3,043,026	0.3%	9,855
Years 1-2 of Contract - Total	4,064,048	22,946	253,394	59,261	465,100	38,485	14,265	23,760	24,669	1,110,271	6,076,198		

Cummulative Increase 12.8%

Assumptions/Notes:

Salaries includes costs of employees in all funds. FY 15/16 was not fully staffed due to staffing transitions.

FY 16/17 salaries estimates use budgeted amount as base estimate, 2.25% GWI.

FY 17/18 salaries estimates use 2.35% GWI.

Longevity includes applicable taxes, amounts may vary slightly based upon employee retention.

Life and disability insurance rates calculated from base salary, excludes overtime.

Health insurance includes payment in lieu of insurance benefit for employees opting out of coverage.

Health insurance employee share of premium increases to 18.5% in Year 1 and 20%/15% in Year 2; HDHP plan implementation in Year 2.

Health insurance assumes a 5% decrease in premuims for Yr 2, half of enrolled employees opting for HDHP plan, employer contribution to deductible 55%.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU

Professional and Technical Employees

~~July 1, 2013 – June 30, 2016~~
July 1, 2016 – June 30, 2018

MDC 1/3/17
1/3/17
MWH 1/3/2017

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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF MANSFIELD AND LOCAL 2001, CSEA, SEIU

Preamble

This agreement is entered into this first day of July ~~2013~~ 2016 by and between the Town of Mansfield, Connecticut (Town) and Local 2001, CSEA, SEIU (Union).

Article I
Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for only those Town employees who regularly work twenty (20) hours or more per week in the classifications of administrative assistant, administrative services specialist, assistant animal control officer, assistant planner, assistant to the assessor, assistant town clerk, assistant town engineer, assessor, animal control officer, ~~clerk of the works~~, collector of revenue, finance clerk, housing inspector, ~~library assistant~~, library associate, member services coordinator, payroll administrator, planning and community development assistant, program coordinator (senior center), project engineer, property appraiser, public works specialist, receptionist, recreation coordinator, recreation supervisor (aquatics, health & fitness~~, recreation~~), recycling and refuse coordinator, revenue specialist, senior center supervisor, social worker (adult/senior, youth), youth services ~~coordinator~~ supervisor, ~~zoning enforcement officer~~.

Section 2: As used in this Agreement, these items are defined as follows.

a. "Full-time position" means a position with a normal work schedule of at least thirty-five (35) hours per week or more on a year-round basis.

b. "Part-time position" means a position with a normal work schedule of twenty (20) or more hours per week but less than thirty-five (35) hours per week on a year-round basis.

c. "Employee" means a full-time, year-round employee employed in a regular position who has completed a probationary period, as well as a part-time, year-round employee employed in a regular position working twenty (20) or more hours per week but less than thirty-five (35) hours per week who has completed a probationary period.

d. "Temporary employee" means any employee appointed to a temporary position established for a designated period of time not to exceed three months, or temporarily appointed to fill a regular position.

i. Following a temporary appointment, if a temporary employee is ultimately hired into a regular position within the same classification, upon successfully completing their probationary period, the employee shall retroactively be

credited monthly sick leave and vacation leave accruals for full calendar months of service during the temporary appointment. Upon successfully completing their probationary period, vacation accruals (length of service), longevity, and seniority in the bargaining unit shall be based off of the original date of hire to the temporary position within the same classification.

Article II
Union Security

Section 1:

a. The Town agrees to deduct Union membership dues and initiation fees uniformly assessed of its members by the Union from the pay of those employees who voluntarily authorize such deductions in writing. The Town further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions a Political Action Organization Fund deduction up to one dollar ($1.00) per pay period.

b. As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.

c. The Union shall establish and maintain such procedures as are required by law for the determination, assessment and administration of agency service fees. The Union shall make information concerning the agency service fee and employee rights concerning the fee available to all employees.

Section 2: The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

Section 3: The deduction of Union fees and dues and political action organization fund deductions for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.

Section 4: No dues or fees will be deducted when an employee is in an unpaid leave status or is not receiving a paycheck from the Town.

Section 5: The Town agrees to deduct and transmit to CSEA SEIU Local 2001 PAC from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the CSEA SEIU Local

~~2001. These transmittals shall occur for each payroll period and shall be~~ accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. After this provision is implemented, an employee may change his or her PAC payroll deduction no more than once in any calendar year by doing so in writing to both the Town and the Union.

Section 6: The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

Article III
Union Business

Section 1: A grievance committee comprised of the Union president/steward and two members shall be allowed a reasonable amount (one hour per month or less) of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances, and communicating with bargaining unit members and with the Union office. ~~Not withstanding the foregoing, the Union or the steward will be responsible to reimburse the Town for any long distance calls made on a Town telephone.~~

Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from management. The Town agrees such approval will not be unreasonably withheld.

Section 2: When grievance, arbitration or labor board hearings take place during normal working hours, employees whose attendance is reasonably required by the Union or the Town will not lose any pay for attending said hearings. Should the specific circumstances of the situation require more than three employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld.

Section 3: Each employee will be provided with an electronic copy of this agreement within thirty (30) days after it becomes effective. This agreement will be placed on the employee intranet. New hires will be given an electronic copy at the time of hire. The Union president/steward shall be provided thirty (30) minutes of paid working time to meet with the new employee. The Town shall provide the Union president/steward with an updated roster annually or upon the Union's request. The roster will include the name of all employees in the bargaining unit, their home address, positions, salary, current step, date of hire, date of joining the bargaining group. The Town shall provide written notification to the union chapter president and assigned staff representative in each of the following instances:

a) Separation of a bargaining unit employee;
b) Hiring of a bargaining unit employee;

c) Promotion of a bargaining unit employee;
d) Intention of the Town to hire a temporary employee to perform bargaining unit work as outlined in Article I, section 2d;
e) Intention of the Town to contract out bargaining unit work as contemplated in Article IV, Section 1e.

Section 4: Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.

a. Written request for such leave shall be submitted by the Union to the department head at least ten (10) days prior to the first day of such requested leave.

b. The department head may require that the employee furnish evidence of attendance at a conference, institute or seminar.

c. No more than an aggregate total of three (3) personal days of leave from scheduled duty shall be granted annually with pay under this section.

d. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period requested leave would be detrimental to the best interests of the department because of operating requirements.

Section 5. The Town agrees to participate in quarterly labor-management meetings upon the Union's request. Union members would not be paid for time that extends beyond the end of the workday.

Article IV
Management Rights

Section 1: Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following.

a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

~~c. To discontinue processes or operations or to discontinue their performance~~ by employees.

d. To select and to determine the number and types of employees required to perform the Town's operations.

e. To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town. The Town may enter into contracts or sub-contracts to perform bargaining unit work when it is in the Town's best interests to do so.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.

g. To create job descriptions and specifications and revise existing job descriptions and specifications.

h. To ensure that related duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.

Section 2: The above rights, responsibilities and prerogatives are inherent in the Town of Mansfield and by virtue of statutory and charter provisions are not subject to delegation in whole or in part.

Article V
Vacancies

Section 1: The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions within the bargaining unit. When the Town Manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration. When the qualifications of two candidates are equal in the judgment of the Town Manager, the applicant with the most seniority will be awarded the position. No more than three well-qualified employees shall be required in order for the position to be filled from within the classified service.

Section 2: When the Town determines a vacancy is to be filled, the Town agrees to post a notice of the vacant position via email and on the employee intranet. Job announcements shall be posted via hard copy at work locations in which there is a bargaining unit member(s) without a Town provided email account. The notice shall be posted for a period of not less than five (5) working days.

Article VI
Probationary Period

Section 1: Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six (6) months or more than twelve (12) months. Any leave or period of worker's compensation in excess of five (5) working days shall be excluded from the time counted as probationary period.

Section 2: If after a minimum of six months has been completed, and the supervisor, department head or Town Manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the Town Manager. Written notification must be given to the Town Manager prior to the completion of twelve (12) months' service, as stated in Section 1 above.

Section 3: At any time during the probationary period, the department head or Town Manager, in his/her sole discretion, may terminate an employee if the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that the individual's work habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the Town Manager. Successful completion of the probationary period must occur within twelve (12) months or the employee shall be terminated.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if such a position is available. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If neither a position in the same class nor a similar position is available, the employee may displace the least senior employee in the class occupied immediately prior to promotion, provided the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

If an employee who fails a promotional probation claims that the decision of the department head was arbitrary, capricious or discriminatory, said employee may process a grievance at Step Three of the grievance procedure but not beyond Step Three.

~~**Section 4:** Probationary employees shall accrue the same benefits as regular~~ employees with the following exceptions:

a. Vacation days earned during the first six (6) months of employment cannot be utilized until six (6) months of employment have been completed. This subsection shall not apply to existing Town employees that are completing a probationary period as part of a new appointment.

b. New hires cannot utilize personal days until probation has been completed. This subsection shall not apply to existing Town employees that are completing a probationary period as part of a new appointment.

c. Promotional opportunities shall not be available to probationary employees.

d. Insurance shall take effect after an initial waiting period as determined by the Town's insurance carriers, normally the first day of the calendar month following an employee's date of hire.

Article VII
Seniority and Layoff

Section 1: Seniority shall be defined as an employee's length of continuous full-time service with the Town from the first day of work since his/her most recent date of hire. At the time of initial hire, probationary employees shall have no seniority during the period of his/her probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.

Section 2: The term layoff means involuntary separation from employment because of lack of work or funds, elimination of the position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification.

Section 3: The Town, in its discretion, shall determine whether layoffs are necessary.

a. Order of Layoff. When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work or lack of funds, if it is determined that layoffs are necessary, employees will be laid off in the following order within classification: temporary and seasonal employees; probationary employees.

b. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do

the work without further training, the employee(s) with the least seniority will be laid off first.

i. If no bumping opportunity exists for the affected employee within classification, he/she shall have the option to accept the layoff or to bump the least senior employee in a position with a lower pay grade in his/her job classification grouping, provided that he/she is capable and qualified at the time of bumping to perform the job of the least senior employee in the same job classification grouping who will then be laid off. The determination and decision as to the capability and qualifications of the employee to perform the job of the least senior employee in the same job classification grouping who is to be bumped shall be made in the sole discretion of the Town Manager, but shall be subject to the grievance and arbitration procedure in the event of a dispute. Classification groupings are as follows:

- Receptionists, Administrative Assistants
- Library Assistants, Library Associates
- Finance Clerk, Revenue Specialist
- Recreation Coordinator, Recreation Supervisor
- Social Workers (youth, adult/senior), Youth Services ~~Coordinator~~ Supervisor
- ~~Clerk of Works~~, Project Engineer, Assistant Town Engineer
- Assistant to Assessor, Property Appraiser, Assessor
- Revenue Specialist, Revenue Collector

For example, an administrative assistant could bump a receptionist, but a receptionist could not bump an administrative assistant. Another example is that the assessor could bump a property appraiser, but a property appraiser could not bump an assessor.

Section 4: A regular employee with a satisfactory employment record who is laid off from employment in the Town shall be placed on an appropriate re-employment list for the classification that s/he held at the time of lay-off. The name of any employee on the re-employment list shall remain on such list for a period of eighteen (18) months provided that such employee does not refuse a reappointment to a comparable regular/non-temporary position and provided such employee does not request removal of his/her name from the re-employment list. For the purpose of this section, failure to respond to a written offer of recall within seven (7) days of the date on which it is issued by the Town Manager shall constitute a refusal of reappointment.

When an employee is to be recalled in a classification, the first to be offered recall shall be the employee in that classification who has the greatest seniority.

Section 5: Seniority shall be broken only by the following:

a. discharge for cause;
b. retirement;
c. resignation;
d. failure to report for duty within seven (7) working days after notification of recall (unless waived in accordance with preceding section);
e. layoff of more than eighteen (18) months.

Seniority accumulation shall be suspended, but not broken, during layoff or approved leave of absence without pay for a period of more than five (5) working days.

Section 6: The Town shall give notice in writing to the Union and any employee selected for layoff no later than fourteen (14) calendar days prior to the layoff. The Union will be copied on the formal written communication given to the affected employee(s).

Article VIII
Job Classifications

Section 1: Each employee shall be provided with a copy of his/her current job description upon request. It is understood that an employee's work assignments may include responsibilities or duties that are not listed as a part of the job description, but which are related duties and responsibilities that could normally or reasonably be expected to be required in accordance with the overall Job description.

Section 2: Working out of Class

If, after a period of sixty (60) days, an employee reasonably believes that s/he is being required to perform a majority of the duties of a higher classification, (e.g. a library assistant performing the duties of a library associate) the following procedure shall apply.

a. The employee may file a grievance at Step Two of the grievance procedure. The grievance shall state the duties at issue and the title of the higher classification. If the Town Manager agrees that the employee has been performing the majority of the duties of a higher classification for a period in excess of sixty (60) days, the Town Manager may order removal of the duties or may order reclassification of the employee to the higher classification on a temporary or ongoing basis effective retroactive to the date of the filing of the grievance.

b. If the Town Manager denies the grievance on the grounds that the employee is not performing a majority of the duties of a higher classification, the Union may seek arbitration of the grievance in accordance with the arbitration provisions of Article XXI. However, in any such arbitration, the arbitrators shall be limited to making a determination of whether the employee is performing a majority

of the duties of a higher classification to such an extent as to warrant a remedy. The remedy for such a finding shall be as follows.

(1) The employee will receive back pay for the period of time that s/he was performing such duties, but not prior to the date of the filing of the grievance.

(2) If the duties at issue are still being performed as of the date of the arbitration award, the Town shall have the option to remove the duties or to reclassify the employee on a temporary or ongoing basis.

Section 3: Change in Existing Positions

If the Town changes the duties of an existing position/title, and the Union or the Town believes that such changes are so substantial as to merit a change in the pay range for that position/title, the following procedure shall apply.

a. The Town Manager and/or his/her designee(s) shall meet with the Union to discuss any questions or concerns regarding the changed job and to negotiate the pay level.

b. In the event that the Town and Union disagree on the pay range to be assigned to the changed job, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statues* § 7-473c.

c. A change in an existing position pursuant to this section shall not be subject to the posting requirements of this contract.

d. Pending the outcome of interest arbitration, the Town may pay the employee at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the arbitrator's finding of the date of the change in the existing position.

Every effort will be made by both parties to expedite the discussions, negotiations and/or interest arbitration with respect to this section.

Section 4: Reclassification

When Sections 2 and 3 of this article do not apply, an employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.

a. The request shall be made through the department head with a copy to the Union President. The department head shall forward the request to the Town Manager.

b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties. A reclassified position, including a change in title, shall not be subject to the posting requirements of this contract.

c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties. The pay range for the new job classification shall be negotiated with the Union.

For purposes of this section, the decision of the Town Manager and the Union shall be final and shall not be subject to review under the grievance and arbitration provisions of this Agreement.

Section 5: Creation of New Positions

The following procedure shall apply whenever, during the terms of this Agreement, the Town establishes a new position that the Town views as appropriately placed within the bargaining unit represented by the Union. This procedure shall not apply to new job classifications that result from a reclassification request conducted pursuant to Section 4 of this article.

a. A copy of the job description and a proposed pay range shall be submitted to the Union.

b. Upon request, the Town Manager and his/her designees shall meet with the Union to discuss any questions or concerns concerning the new position and to negotiate the pay level. The Town must receive such request within two weeks of its transmittal of the job description and proposed pay range to the Union.

c. In the event that the Town and the Union disagree on the pay range to be assigned to the new position, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statues* § 7-473c.

d. Pending the outcome of interest arbitration, the Town may fill a position in a new job title at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the filling of the position.

Article IX
Wages and Hours

Section 1: The normal workday for full-time regular employees shall be:

a. A total of thirty-five (35) hour work week for Town hall employees:

Monday-Wednesday	8:15 a.m.	to	4:30 p.m. (one hour unpaid lunch)
Thursday	8:15 a.m.	to	6:30 p.m. (one hour unpaid lunch)
Friday	8:00 a.m.	to	12:00 p.m.

The work schedule of employees may be adjusted or "flexed" to accommodate staffing needs such as evening and weekend work. Work schedules of employees may be adjusted at the employee's request and upon the approval and at the discretion of the department head. Employees flexing their work schedules must do so in accordance with the parameters established in the flex time policy established by management.

b. Thirty-five (35) hour workweek employees not working at Town Hall shall have their work schedule prepared by the department head. Split shifts are permissible only upon mutual consent of the employee and his/her department head.

c. Where service to the public is required on a basis other than the above (seasonal, 24-hour, varied), work schedules shall be prepared by the relevant department head with the approval of the Town Manager.

Section 3: Hours for part time employees must be regularly scheduled or may be set on an as needed basis. If adjustments are required as determined by management, at least five working days notice will be provided unless circumstances are such that twenty-four hour notice can only be given.

Section 4: The Town Manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period. On Thursdays, the Town Manager may authorize the inclusion of an additional ten-minute break. On Fridays, the Town Manager may authorize the inclusion of one ten-minute rest period.

Section 5: Longevity pay is provided in the pay plan to give financial recognition for long and faithful full-time service to the Town. Employees hired on or after November 1, 2016 are not eligible for longevity.

a. Annual longevity payments shall be based on the following schedule:

	~~Annual Payment FY 13/14~~	Annual Payment ~~FY 14/15 & FY 15/16~~ FY 16/17 & 17/18
6 years but less than 10	~~$575~~	$625
10 years but less than 15	~~$650~~	$700
15 years but less than 20	~~$750~~	$800
20 years or more	~~$900~~	$950

b. Longevity pay shall be earned on the Sunday following the employee's anniversary hiring date during the fiscal year and will be paid in the second payroll of November of that fiscal year. Should an employee separate from service for any other reason than retirement in good standing prior to the second payroll in November, said employee shall not receive a longevity payment at separation.

c. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the Town Manager. Only full-time, permanent employees are eligible for longevity pay.

Section 6: All employees with positions identified in the Town's emergency operations plan may be required to report to work outside of their normal work schedule due to exigent weather or other exigent circumstances. The requirement to report to work will be determined by the Town Manager or his/her designee, the Emergency Management Director, or the employee's department head as appropriate.

Employees assigned to the Emergency Operations Center (EOC) whom are required to stay on site during granted rest periods, shall be compensated for that time.

Section 7: An employee may receive an increase in salary annually for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.

Section 8: The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The Town Manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

a. The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or

b. There is a shortage of qualified applicants available at the minimum rate of the range.

c. The new employee will not be paid at a rate higher than that paid to incumbent employees in the same job classification with comparable experience.

Section 9: When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, s/he shall continue to be paid at the same rate.

Section 10: When a regular employee is demoted to a lower grade, the salary shall be set at:

a. If the action is not for cause, the same rate as the employee earned prior to the demotion provided said rate is within the range of the lower grade and the employee may move only to the next higher step at the time of his/her next annual increment; and if the employee's rate prior to demotion is above the range of the lower grade, the new rate shall be the maximum of the lower range.

b. If the action is for cause, the appropriate rate in the lower grade that is at least two steps less than the employee's existing salary as determined by the Town Manager.

Section 11: When an employee is promoted to a class that is one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately five (5) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a five (5) percent increase, the increase shall be the highest rate available in the pay rate for that class.

When an employee is promoted to a class that is more than one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately ten (10) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a ten (10) percent increase, the increase shall be the highest rate available in the pay rate for that class.

Section 12: Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half step.

Section 13: At the completion of the first 52 weeks of service, the employee may be advanced, upon recommendation of the department head and approval of the Town Manager, to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the Town Manager as follows:

a. An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.

b. An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.

Section 14: Each employee covered by this Agreement shall be paid pursuant to the salary schedules attached hereto and captioned in Appendices A & B. Wage increases for the duration of this agreement are as follows:

General Wage Increases

	FY ~~13/14~~ 16/17	FY ~~14/15~~ 17/18	~~FY 15/16 18/19~~
July 1	~~1.75%~~ 2 or 2.25% (See 14a)	~~1.75%~~ 2.1% or 2.35% (See 14b)	~~1.75% or 2%~~ ~~(See 13ae)~~
~~May~~	~~1 time payment equivalent to 0.25% of salary~~	--	--

a. Employees will receive a ~~1.75%~~ 2% general wage increase on July 1, ~~2015~~ 2016. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY ~~15/16~~ 16/17 remain neutral or increase from the amount provided to the Town by the state of Connecticut for FY ~~12/13~~ 15/16 ~~($18,266,530)~~, the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1, ~~2015~~ 2016, for a total general wage increase of 2.25% for the fiscal year.

b. Employees will receive a ~~1.75%~~ 2.1% general wage increase on July 1, 2017. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY 17/18 remain neutral or increase from the amount adopted by the Town Council for FY 16/17, $20,670,279, ~~provided to the Town by the state of Connecticut for FY 16/17,~~ the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1, 2017, for a total general wage increase of 2.35% for the fiscal year.

c. Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.

d. Employees shall be paid on a bi-weekly basis. ~~New hires as of July 1, 2010~~ All employees will be required to utilize direct deposit, unless a hardship is demonstrated and approved.

Article X
Overtime

Section 1: From time to time, the Town Manager may prescribe periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by Finance. Overtime shall be compensated only when properly authorized as prescribed by the Department Head. The Town Manager shall maintain a list of Fair Labor Standards Act (FLSA) designations for all positions within the bargaining unit and include the list under Appendix A of this agreement.

Section 2: Because exempt personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the Town Manager.

a. Exempt personnel will accrue compensatory time after working forty (40) hours in any one week. Paid compensatory and floating holiday leave shall not be considered workdays or hours worked for the purpose of calculating and earning compensatory time; other paid leave (sick, vacation, holiday, personal) shall be considered workdays for the purpose of calculating and earning compensatory time.

b. Except for employees assigned to the Community Center, exempt employees will accrue compensatory time at the rate of time and a half for each hour worked on a Sunday, holiday or vacation. Exempt employees assigned to the Community Center shall earn compensatory time at the rate of time and a half for each hour worked on the 7th consecutive day of work.

c. The compensatory time earned by an exempt employee can be taken with the approval of his/her supervisor. Compensatory leave balances in excess of thirty-five (35) hours on May 1st, 2014 and beyond shall be forfeited annually on May 1st unless carryover is approved by the Town Manager.

Section 3: When a full-time non-exempt employee is required to work in excess of the normal workweek, s/he will receive payment as follows:

a. Regular hourly rate up to forty (40) hours per week, and one and one-half times the regular hourly rate for all hours worked over forty (40) hours per week.

b. One and one-half the regular rate for all work on Sundays, except for employees assigned to the Library and the Community Center. Employees assigned to the Library and the Community Center shall be paid one and one-half the regular rate for all work on the 7th consecutive day of work.

c. Paid compensatory and floating holiday leave shall not be considered workdays or hours worked for the purpose of calculating and earning compensatory time; other paid leave (sick, vacation, holiday, personal) shall be considered workdays for the purpose of calculating and earning compensatory time.

d. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service or to attend a Town meeting after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Article IX or two hours pay at his/her regular rate, whichever is greater.

Section 4: A regular non-exempt full-time employee may request compensatory leave at the appropriate overtime rate in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head and may accumulate within the fiscal year up to a maximum of thirty-five (35) hours, but shall not be carried into the next fiscal year. Compensatory time earned and not taken within the fiscal year shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

Article XI
Holidays

Section 1: The following holidays shall be observed as days off with regular straight time pay.

New Year's Day
Martin Luther King Day
President's Day
A Floating Holiday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Section 2: In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue floating holiday leave until they return to duty; when an employee returns to duty floating holiday leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date.

Section 3: Except for employees assigned to the Community Center, all work performed by bargaining unit employees on the above-enumerated holidays shall be paid for at a time and one-half rate of pay or compensatory time. Exempt employees shall be eligible for compensatory time only. Such pay or compensatory time shall be in addition to the holiday pay to which those

employees are entitled. In lieu of this provision, Community Center staff whose regularly scheduled workdays include holidays will receive their regular pay for working on the holiday and a day off scheduled by mutual agreement of the employee and the employee's supervisor in lieu of the holiday.

Section 4: Regular part-time employees whose normal work week is 20 hours or more shall receive holiday pay in proportion to their normal work week.

Article XII
Sick Leave

Section 1: Subject to the provisions of this Article, an employee will be allowed to use accrued sick leave for the following reasons:

a. Personal illness, physical incapacity or non-compensable bodily injury or disease.

b. Enforced quarantine in accordance with public health regulations.

c. To meet medical or dental appointments when an employee has made reasonable effort to secure appointments outside his/her normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.

d. Illness or physical incapacity in the employee's immediate family (defined as parent, child, spouse requiring his/her personal attention and resulting from causes beyond his/her control not to exceed five (5) days in each calendar year except as otherwise stated in the Town's FMLA policy.

e. Sexual assault or family violence.

Section 2:

a. Regular employees whose normal work week is thirty-five (35) hours or more shall be eligible for sick leave with pay during and after his/her probationary period at a rate of 8.75 hours per month, not to exceed a maximum accrual of 210 hours.

Employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status; the maximum accrual will also be prorated based upon their FTE status. Part-time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave may be utilized in no less than one-hour increments.

b. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days shall cease to accrue sick leave until they return to duty.

c. No employee and/or his/her estate are entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.

Section 3: A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.

Section 4: On the first day of absence from work due to illness, the employee's supervisor must be notified no later than one (1) hour after the beginning of the scheduled work assignment. In cases where a relief employee is required such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment. If an employee is absent for more than one (1) day, the employee shall notify the supervisor of his/her expected date of return. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

Section 5: The Town shall provide short and long term disability insurance for eligible employees as defined in Article I, Section 2. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in Article XVII.

a. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of ~~$1,650~~ $1,900 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

b. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of ~~$7,500~~ $7,778 per month. Employees may only utilize vacation leave to supplement their long-term disability benefit; employees may utilize earned vacation leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of

accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

Article XIII
Other Leaves of Absence

Section 1: For all leave other than holiday, sick, injury and bereavement leave, a written request on forms prescribed by the Town Manager indicating the kind of leave, duration, and dates of departure and return must be approved by the Town Manager or designee prior to the taking of leave. In the case of sick, injury or bereavement leave, the forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by an approved leave form, an employee shall not be paid for any absence from scheduled work hours.

Section 2: All employees covered by this agreement who have completed their probationary period may request, and department heads may grant, up to a maximum of three (3) personal leave days per year with pay. Personal leave time will not be carried over from fiscal year to fiscal year and may not be taken in less than one-hour intervals of their normal working day. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue personal leave until they return to duty; when an employee returns to duty personal leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date. Personal leave may be used for:

a. Personal business which cannot be conducted outside normal working hours.

b. Other good and sufficient personal reasons.

Section 3: In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) days paid leave. Part-time employees' days will be based on their actual hours worked. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future.

Section 4: The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one (1) year. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave. Part-time employees are not eligible for leave under this section.

Section 5: Court Appearance or Administrative Hearing: A regular employee subpoenaed or directed by proper authority to appear as a witness for a federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty. Regular part-time employees whose normal work week is 20 hours or more shall receive pay pursuant to this section in proportion to their normal work week.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation, personal leave or leave without pay in order to appear in court.

Article XIV
Family and Medical Leave

Section 1: An employee shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in accordance with the Town's FMLA policy. An employee shall be required to use all paid leave concurrently with unpaid FMLA leave, with the exception of five (5) vacation days. The Town shall utilize the rolling method when calculating a 12 month FMLA period. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

Article XV
Separation Leave

Section 1: An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee.

Article XVI
Vacations

Section 1:

a. Regular employees as defined in Article I, Section 2 whose normal work week is twenty (20) hours or more are eligible to accrue vacation leave. Employees defined in Article I, Section 2 working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status.

b. Vacation leave shall be accrued on a monthly basis as defined in the table below through June 30, 2017:

Length of Continuous Service	Vacation Leave Accrual	Maximum Accrual on Nov. 1st
Six months - 35 hour work week employees	5.84 hrs/mo ≈ 5 days	35 hours ≈ 5 days
1 year up to but not including 5 years - 35 hour work week employees	5.84 hrs/mo ≈ 10 days/yr	140 hours ≈ 20 days
5 years up to but not including 10 years - 35 hour work week employees	8.75 hrs/mo ≈ 15 days/yr	175 hours ≈ 25 days
10 years up to but not including 25 years - 35 hour work week employees	11.67 hrs/mo ≈ 20 days/yr	210 hours ≈ 30 days
25 years and over - 35 hour work week employees	14.59 hrs/mo ≈ 25 days/yr	245 hours ≈ 35 days

Vacation leave shall be accrued on a monthly basis as defined in the table below beginning July 1, 2017:

Length of Continuous Service	Vacation Leave Accrual	Maximum Accrual on Nov. 1st
Six months - 35 hour work week employees	~~5.84~~ 8.75 hrs/mo ≈ 7.5 days	~~35~~ 52.5 hours ≈ 7.5 days
~~1 year up to but not including 5 years - 35 hour work week employees~~	~~5.84 hrs/mo ≈ 10 days/yr~~	~~140 hours ≈ 20 days~~

~~5 years~~ ~~1 year~~ up to but not including 10 years - 35 hour work week employees	8.75 hrs/mo ≈ 15 days/yr	175 hours ≈ 25 days
10 years up to but not including ~~25~~ 20 years - 35 hour work week employees	11.67 hrs/mo ≈ 20 days/yr	210 hours ≈ 30 days
~~25~~ 20 years and over - 35 hour work week employees	14.59 hrs/mo ≈ 25 days/yr	245 hours ≈ 35 days

i. Vacation leave earned in any month of service may be used in any subsequent month.

ii. Employees with approved leaves of absence of ninety (90) continuous calendar days or less shall continue to accrue vacation leave as defined in 16b.

iii. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.

c. To apply for vacation leave, employees shall submit a Request For Leave form to their department head. Vacations shall be scheduled by each department head in accordance with departmental requirements giving preference to employee choice according to seniority.

d. In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should make their requests as far in advance as possible.

e. Eligible employees as defined in 16a may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 16b. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to Human Resources no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

f. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

g. An employee who is transferred between departments shall retain all accrued vacation credit.

h. An employee may take vacation leave beyond the amount earned only in the most unusual cases. Requests for advanced vacation must be submitted by the department head to the Town Manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee ensuring reimbursement to the Town if termination occurs before earning the vacation credit taken.

i. Observed holidays established by this agreement shall not be considered in the computation of vacation credit or as part of vacation leave.

j. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one (1) hour. No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.

k An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

Article XVII
Insurance Program

Section 1. On behalf of eligible employees as defined in Article I, Section 2a and 2b and their dependents, the Town will maintain group membership in medical and life insurance programs as set forth below.

a. Health Insurance. The Town will maintain group membership in a PPO, ~~and~~ POE/HMO (through December 31, 2017), and an HDHP/HSA plan (beginning January 1, 2018). The details of the insurance plans are summarized in Appendix C of this Agreement. Subject to any plan restrictions, the employee may choose to participate in either of the two options ~~unless the employee or their dependent is age 65 or older and Medicare eligible. If an active employee's or their dependent is aged 65 or older and Medicare eligible, Medicare will become the primary insurance and the employee or their dependent will be eligible to choose to participate in the Medicare supplemental plans offered by the Town. If an active employee who is age 65 or older and Medicare eligible has a dependent that is not~~

~~Medicare eligible, the eligible dependent may participate in the PPO or POE/HMO plan~~.

i. If the PPO ~~or POE/HMO~~, or HDHP/HSA plans offered by the Town are not considered an "affordable" options as defined by the Affordable Care Act regulations, the Town and Union agree to a re-opener to develop and implement a health insurance plan that will be considered "affordable" as defined by the Affordable Care Act regulations; this "affordable" plan will then be offered in addition to the Town's PPO ~~and POE/HMO~~ or HDHP plans. Employees opting to participate in the PPO or HDHP/HSA plans outlined in Appendix C would then be required to pay the agreed upon employee share of the health insurance premium identified in Article XVII Section 7.

b. Life Insurance. The Town shall provide a term life insurance for eligible employees as defined in Article I, Section 2a and 2b. The life insurance policy shall be in the amount of one and a half (1.5) times the employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.

b. Dental Insurance. Employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits and shall elect to pay for this coverage through payroll deduction. Upon enrollment, employees and their dependents must remain on the plan for no less than two (2) years from the date of enrollment.

Section 2: The Town shall provide the following insurance for retiring employees with the full cost to be borne by the employee: $10,000 term life insurance and choice of the ~~POE/HMO~~ HDHP/HSA plan or the PPO plan if the retiree's primary residence is outside the state of Connecticut until the retiree reaches age 65 or becomes eligible for Medicare; for those age 65 and older or eligible for Medicare/Medicaid, the retiree may elect to enroll in a Medicare supplemental plan offered through the Town with the full cost to be borne by the retiree. For retirees enrolled in the HDHP/HSA Plan, the Town will not make any payment or contribution towards the deductible for that plan.

a. For retirees that elect to maintain the Town's insurance, the Town agrees to pay ~~$225~~ $240 per month toward the cost of insurance defined in 17.2 for each employee who retires after July 1, ~~2013~~ 2016 (1) upon completing twenty-five (25) years of aggregate service; or (2) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; or (3) upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS). Upon the death of a retiree, this payment is not transferable to the retiree's surviving spouse, heir, dependents, etc. Upon the death of a retiree, a surviving spouse can continue to purchase insurance through the Town with the full cost borne by the surviving

spouse. This payment does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield; retirees participating in the retiree payment in lieu of health insurance program are covered in Article XXVII, Section 5f of this agreement.

Section 3: The Town may elect to change carriers for any of the benefits specified in this Article, provided the coverage is at least equivalent to the coverage in effect immediately prior to the change, and provided the cost to employees and their dependents is not greater than it would be if no such change had been made. The Town may also elect to implement a program of cost containment procedures (such as admission planning services, second surgical opinions, hospital bill audits, etc.) provided the cost to employees and their dependents who follow such procedures is not greater than it would be if no such procedure had been implemented.

Section 4: The Town and the employees agree to share the cost of insurance premiums for the coverages enumerated in Article XVII, Section 1, except for 1.b.

The employees are responsible for the percentage amounts listed below on a yearly basis with the payments to be made by payroll deduction from each check in substantially equal payments.

	~~7/1/13~~ 3/1/17	~~1/1/15~~ 1/1/18
POE/HMO	~~14%~~18.5%	~~16%~~--
PPO	~~16%~~18.5%	~~17%~~ 20%
HDHP/HSA	—	15%
~~Medicare Supplemental Plan(s) (Contribution for active employees and their eligible dependents of active employees only)~~	—	~~17%~~

For purposes of medical insurance, regular part-time employees whose normal workweek is 20 hours or more shall pay a percentage of the premium that is proportional to their FTE status For example, an employee working twenty-five (25) hours per week is a .71 FTE. If that same employee selected single coverage ~~POE~~ PPO plan for FY ~~11/12~~ 16/17, the Town would contribute as follows:

(~~87%~~ 81.5% of total premium for 1P ~~POE~~ PPO coverage* .71) = employer contribution

a. For employees enrolled in the HDHP/HSA plan, the Town will fund the following amounts toward the annual deductible for eligible employees based on the employee's level of coverage, into the employee's Health Savings Account (HSA):

- ~~January, 2018 – 55% of the $2,000 or $4,000 deductible based on the~~ employee's level of coverage in one payment made on the first payroll in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the plan due to a qualifying event or open enrollment will be pro-rated based upon the month that coverage in the plan begins. For example if a new hire or employee enrolls in the plan for single coverage, and coverage begins in August, they would receive a contribution equivalent to the total Town contribution amount, divided by 12 months, multiplied by five months (ex: ((\$1,100/12)*5)=\$458.33).

Deductible amounts are listed in Appendix C.

Section 5: Payment in Lieu of Health Benefits

This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another employer that does not participate in the Town of Mansfield health insurance pool. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in this program. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

a. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source that is not a health insurance state exchange. Employees can enroll in the program in June of each year. New employees can enroll at the time of employment or may enroll during the June following the date of employment.

b. The annual payments in lieu of coverage are as follows:

Individual	\$1,200
Two-person	\$2,400
Family	\$3,000

c. Payments will be made in two installments during the fiscal year, in January and in July. If an employee terminates or joins the program at any time following the June enrollment period for that fiscal year, the payments will be prorated on a monthly basis.

Participating employees may opt to have their payment contributed to their 457 deferred compensation account so long as the contribution is within the annual allowable contribution limits for 457 accounts as designated by the IRS.

d. Payments are considered taxable in accordance with the IRS Code.

e. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:

(1) The coverage that the employee had through another plan is terminated. (Copy of plan documents required.)

(2) The employee and/or his/her dependents become ineligible for coverage under the other plan.

(3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.

(4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.

(5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.

(6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.

Employees re-enrolling may only enroll in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.

f. ~~Employees retiring after July 1, 2010 but on or before June 30, 2014 may also participate in the payment in lieu of health benefits program for a benefit of $1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of $2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible.~~ Employees retiring on or after July 1, 2014 may ~~also~~ participate in the payment in lieu of health benefits program for a benefit of $1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of $2,700 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The requirements of sections 16.5(A), 16.5(C), 16.5(E)(1) – 16.5(E)(5) and 16.5(F) shall apply to this subsection with the exception that retirees purchasing health insurance through any state health insurance exchange are eligible to participate in this program.

Article XVIII
Flexible Benefit Plan

Section 1: All regular employees defined in Article I, Section 2 are eligible to participate in the Town's Flexible Benefits Plan, established in accordance with federal and state regulations. Plan design and administration is at the sole discretion of the Town. Employees may elect to participate in the medical and/or dependent care flexible spending account programs.

Article XIX
Pensions

Section 1: All members of the bargaining unit who are eligible shall be covered by the Connecticut Municipal Employees Retirement System (MERS) Fund B at the time of execution of this agreement, under its terms and conditions. ~~The Town and the Union agree to a re-opener to discuss pension options for eligible employees. The parties agree to begin discussions on this topic at the request of the Town. Should the parties agree that it is in their mutual interest for employees to be enrolled in a pension plan other than MERS B an amendment shall be attached to this Agreement.~~ This article shall not be subject to the grievance arbitration provisions of the contract. The only exception shall be the Town's failure to meet its obligation to enroll a bargaining unit member who otherwise is eligible to be covered by MERS.

Article XX
Education Assistance

Section 1: Regular full-time employees who wish to pursue formal courses of study on their own time outside of normal working hours, which, in the opinion of the Town Manager, will contribute to their ability and skill to perform as an employee of the Town may apply to the Town Manager in writing for financial assistance.

Section 2: Approved educational and training programs will be reimbursed at 100% of cost to a maximum of ~~$1,200~~ $1,300 per employee per fiscal year. The Town Manager may waive this maximum when there are unexpended funds in the tuition reimbursement account after approved applications have been reimbursed.

Section 3: Reimbursable costs include tuition, required course fees, workbooks and text books. Costs not eligible for reimbursement include admission application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

Section 4: Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

Article XXI
Clothing

Section 1: The Town shall provide an initial issue of shirts to employees who regularly work at the Mansfield Community Center, and shall replace shirts as necessary.

Article XXII
Disciplinary Procedure

Section 1: No employee covered by this agreement shall be discharged or suspended or otherwise disciplined except for just cause.

Section 2: Other than in the case of probationary employees, any discipline or discharge may be appealed through the grievance procedure of this agreement.

Section 3: Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning. However, if another written warning is received within the eighteen (18) month period, both warnings shall remain on the record for a period of eighteen (18) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record. Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

Section 4: Former employees who have been dismissed or who resigned while charges were pending will not be rehired by the Town.

Section 5: The employer and employee shall sign each disciplinary document for receipt purposes only.

Section 6: The employee shall receive a copy of any type of disciplinary document.

Section 7: The chapter president shall be copied on disciplinary documents.

Article XXIII
Grievance Procedure

Section 1: The following terms are agreed to mean as stated below.

a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's option.

b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.

c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Section 2: The following time limits are established regarding grievances.

a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.

b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.

c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.

d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 3: **Step One** - Immediate Supervisor. The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The immediate supervisor, shall, within ten (10) working days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant. A copy shall be sent to the Union representative designated on the grievance form. In the case where the immediate supervisor is a member of Local 760 Supervisor's Unit, the Step One grievance shall be immediately moved to the Step Two level, without prejudice. The direct supervisor of the employee shall be simultaneously provided with a copy of the grievance. The department head will hear the grievance and render a decision.

Section 4: **Step Two** - Department Head. If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may, within ten (10) working days after receipt of the decision at Step One, file the grievance with his/her

department head. The department head may, within ten (10) working days after receipt of the grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of resolving the grievance, and render his/her decision and the reasons for it in writing to the grievant and to the Union representative designated on the grievance form.

Section 5: **Step Three** - Town Manager. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, s/he may, within ten (10) working days of receipt of the decision at Step Two, refer the grievance to the Town Manager. The Town Manager may, within fifteen (15) working days after receipt of the grievance, meet with the grievant, witnesses and representatives of the Union for the purpose of resolving the grievance. Within fifteen (15) working days after such meeting, the Town Manager will render his/her decision on the grievance in writing.

Section 6: **Step Four** - Arbitration. Within thirty (30) working days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Dispute Resolution Center in writing. Arbitration shall proceed in accordance with the rules of the American Dispute Resolution Center.

a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.

b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.

c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.

d. No employee may proceed to Step Four on his/her own; only the Union may submit a grievance to arbitration.

Article XXIV
Outside Employment

Section 1: An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's ethics ordinance which may be amended by the Town Council from time to time, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager.

Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.

a. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.

b. Any employee who engages in outside employment shall not perform duties for his/her outside employer during work hours for the Town. Outside employment shall not interfere with an employee's Town related job duties and work hours. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.

c. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.

Article XXV
Non-Discrimination

All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, genetic makeup, gender identity, political affiliation, union membership, military service and veteran's status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 – Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XXI (grievance procedure).

The Town will not retaliate against employees who report alleged violations of Article XXV or who participate in internal or external investigations related to alleged violations of this Article. However, employees who knowingly make false reports under this Article will be subject to disciplinary action.

Article XXVI
No Lockout--No Strike

Section 1: The Town agrees that it will not lock out the employees covered by this agreement during its term.

Section 2: The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours; work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.

Section 3: Any or all employees participating in such strike or other prohibited activity described above in Section 2 shall be subject to disciplinary action by the Town up to and including discharge.

Article XXVII
Workers' Compensation

The Town and the Union recognize the importance of assuring a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves and co-workers. Workers' Compensation leave, is granted to an employee with an accepted claim due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers' compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers' compensation injuries. The Town will also utilize the services of a managed care program provided by the workers' compensation insurance carrier.

a. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers' compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

b. Employees of the Town are covered by workers' compensation insurance for occupational illness or injury sustained on the job for the Town. All payments while on workers' compensation leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident was due to intoxication, drug use, or willful misconduct on the part of the employee. Lost time during regularly scheduled work hours due to workers compensation leave will be handled in the following manner:

i. In the case of workers' compensation injuries causing absences of three (3) or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.

ii. For absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not

need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days, the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

iii. When an employee returns to duty, but needs continued medical care as determined by their treating medical provider in the managed care program, the employee may attend said medical appointments during regularly scheduled work hours with full pay.

c. Health insurance will continue as long as the employee is receiving workers' compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

d. An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume the essential functions of his/her position within a reasonable period of time not to exceed one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA), the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

Article XXIII
Complete Agreement

It is understood and agreed that this agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues, and that all matters to be opportunity to raise issues, and that all matters to be included in this agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this agreement.

Article XXIX
Severability Clause

In the event any sentence or provision of this Agreement is determined to be void and unenforceable by an authority of competent legal jurisdiction, that sentence or provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

Article XXX
Supervisor's Unit

The Supervisor's Agreement is covered by the terms of this agreement. Exceptions are illustrated in ADDENDUM.

Article XXXI
Duration

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, ~~2016~~ 2018.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year above written.

TOWN OF MANSFIELD	**LOCAL 2001, CSEA, SEIU**
Matthew W. Hart, Town Manager	~~David Glidden, Director of Collective Bargaining~~ Michael Coogan, Business Representative
	Theresa Leon-Guerrero, Union President

DATE: _____

ADDENDUM

LOCAL 2001, CSEA, SEIU
SUPERVISORS

This agreement sets forth the terms and conditions of employment for the bargaining unit of supervisors of the Town of Mansfield (the "Town"), represented by Local 2001, CSEA, SEIU (the "Union"). For ease of reference, this agreement incorporates certain provisions of the collective bargaining agreement between the non-supervisory bargaining unit in which the supervisory positions were formerly placed. The reference to the collective bargaining agreement shall in no way be construed to imply that the two bargaining units are covered by the same contract or are otherwise combined. Subject to this understanding, the Town and the Union agree that the terms and conditions of employment for the supervisor's unit shall be the same as those set forth in the collective bargaining agreement between the Town and the Union for the non-supervisory employees, with the following exceptions:

Article I
Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for supervisors who work twenty (20) hours or more per week in the positions of animal control officer, assistant town engineer, assessor, collector of revenue, member services coordinator, recreation supervisor, senior center supervisor and youth services ~~coordinator~~ supervisor.

Article II
Union Business

Section 2: When a grievance, arbitration or labor board hearing takes place during normal working hours, the Town shall release from duty without loss of pay, a maximum of two (2) employees from the bargaining unit. In the event that all the Local 2001 officers are in the non-supervisory bargaining unit, the Town shall also release from duty without loss of pay one (1) such officer from that unit when the grievance, arbitration, or labor board proceeding takes place at the Town offices. Should the specific circumstances of the situation require more than three (3) employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld.

Article XXIII
Grievance Procedure

Section 1: The following terms are agreed to mean as stated below:

a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's

option.

b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.

c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Section 2: The following time limits are established regarding a grievance:

a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.

b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.

c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.

d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 3: **Step One** - Department Head. The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The department head shall, within ten (10) working days after the receipt of the written grievance, render his/her decision and the reason therefore in writing to the Grievant. A copy shall be sent to the Union representative designated in the grievance form.

Section 4: **Step Two** - Town Manager. If the Grievant is not satisfied with the disposition of his/her grievance at Step One, s/he may, within ten (10) working days of receipt of the decision at Step One, refer the grievance to the Town Manager. The Town Manager may, within fifteen (15) working days after the receipt of the grievance, meet with the Grievant, witnesses and representatives of the Union for the purpose of resolving the grievance. Within fifteen (15) working days after such meeting, the Town Manager will render his/her decision on the grievance in writing.

Section 5: **Step Three** – Arbitration. Within thirty (30) working days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Arbitration Association in

writing. The arbitration shall proceed in accordance with the rules of the American Arbitration Association.

a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award, which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.

b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.

c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.

d. No employee may proceed to Step Three on his/her own; only the Union may submit a grievance to arbitration.

Article XXV
Non-Discrimination

All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, genetic makeup, gender identity, political affiliation, union membership, military service and veteran's status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 – Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XXI (grievance procedure).

The Town will not retaliate against employees who report alleged violations of Article XXV or who participate in internal or external investigations related to alleged violations of this Article. However, employees who knowingly make false reports under this Article will be subject to disciplinary action.

Article XXXI
Duration

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, ~~2016~~ 2018.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year above written.

TOWN OF MANSFIELD	**LOCAL 2001, CSEA, SEIU**
Matthew W. Hart, Town Manager	~~David Glidden, Director of Collective Bargaining~~ Michael Coogan, Business Representative
Date	Theresa Leon-Guerrero, Union President

DRAFT TA Document 12/16/16 - Edited

Green font represents language tentatively agreed upon between the parties

APPENDIX A

Position, FLSA Status & Salary Ranges

			Salary Ranges FY 16/17		Salary Ranges FY 17/18	
Classification	Grade	FLSA	Min.	Max.	Min.	Max.
Assistant Animal Control Officer	10	NE	$35,078	$44,379	$35,901	$45,419
Receptionist	12	NE	$38,440	$48,580	$39,335	$49,731
Administrative Assistant	13	NE	$40,377	$51,028	$41,327	$52,234
Library Associate	13	NE	$40,377	$51,028	$41,327	$52,234
Assistant to the Assessor	14	NE	$42,204	$53,147	$43,209	$54,390
Finance Clerk	14	NE	$42,204	$53,147	$43,209	$54,390
Administrative Services Specialist	15	NE	$44,378	$55,924	$45,419	$57,240
Assistant Town Clerk	15	NE	$44,378	$55,924	$45,419	$57,240
Planning & Community Development Asst	15	NE	$44,378	$55,924	$45,419	$57,240
Recycling and Refuse Coordinator	15	NE	$44,378	$55,924	$45,419	$57,240
Program Coordinator (Senior Center)	15	NE	$44,378	$55,924	$45,419	$57,240
Revenue Specialist	15	NE	$44,378	$55,924	$45,419	$57,240
Public Works Specialist	16	NE	$46,383	$57,569	$46,442	$58,921
Animal Control Officer	17	NE	$48,580	$61,405	$49,731	$62,867
Payroll Administrator	17	NE	$48,580	$61,405	$49,731	$62,867
Housing Inspector	19	NE	$53,147	$67,508	$54,390	$69,097
Property Appraiser	19	NE	$53,147	$67,508	$54,390	$69,097
Member Services Coordinator	19	E	$53,147	$67,508	$54,390	$69,097
Recreation Coordinator	19	E	$53,147	$67,508	$54,390	$69,097
Recreation Supervisor (Aquatics, Health & Fitness)	20	E	$55,924	$70,833	$57,240	$72,496
Senior Center Supervisor	20	E	$55,924	$70,833	$57,240	$72,496
Social Worker (Adult/Senior, Youth)	20	E	$55,924	$70,833	$57,240	$72,496
Assistant Planner	22	E	$61,405	$77,812	$62,867	$79,639
Project Engineer	23	E	$64,365	$81,557	$65,882	$83,476
Collector of Revenue	24	E	$67,508	$85,522	$69,097	$87,532
Youth Services Supervisor	25	E	$70,833	$89,541	$72,496	$91,661
Assistant Town Engineer	25	E	$70,833	$89,541	$72,496	$91,661
Town Assessor	28	E	$74,194	$93,853	$75,930	$96,064

Notes:

Salary ranges reflect full-time hours

FY 17/18 reflects 2.35% GWI, actual amount may be 2.1% GWI based upon Article 9, Section 1.4b

One incumbent in the Public Works Specialist classification grandfathered at Grade 17

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 1
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	23,677.92	907.20	90.72	12.9600	90.72	1
2	24,682.77	945.70	94.57	13.5100	94.57	1
3	25,833.78	989.80	98.98	14.1400	98.98	1
4	26,838.63	1,028.30	102.83	14.6900	102.83	1
5	28,227.15	1,081.50	108.15	15.4500	108.15	1
6	29,451.24	1,128.40	112.84	16.1200	112.84	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 10
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	35,078.40	1,344.00	134.40	19.2000	134.40	1
2	36,832.32	1,411.20	141.12	20.1600	141.12	1
3	38,440.08	1,472.80	147.28	21.0400	147.28	1
4	40,376.70	1,547.00	154.70	22.1000	154.70	1
5	42,203.70	1,617.00	161.70	23.1000	161.70	1
6	44,377.83	1,700.30	170.03	24.2900	170.03	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 12
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	38,440.08	1,472.80	147.28	21.0400	147.28	1
2	40,376.70	1,547.00	154.70	22.1000	154.70	1
3	42,203.70	1,617.00	161.70	23.1000	161.70	1
4	44,377.83	1,700.30	170.03	24.2900	170.03	1
5	46,296.18	1,773.80	177.38	25.3400	177.38	1
6	48,579.93	1,861.30	186.13	26.5900	186.13	1

FY 16/17 2.25%

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 13
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	40,376.70	1,547.00	154.70	22.1000	154.70	1
2	42,203.70	1,617.00	161.70	23.1000	161.70	1
3	44,377.83	1,700.30	170.03	24.2900	170.03	1
4	46,296.18	1,773.80	177.38	25.3400	177.38	1
5	48,579.93	1,861.30	186.13	26.5900	186.13	1
6	51,028.11	1,955.10	195.51	27.9300	195.51	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 14
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	42,203.70	1,617.00	161.70	23.1000	161.70	1
2	44,377.83	1,700.30	170.03	24.2900	170.03	1
3	46,296.18	1,773.80	177.38	25.3400	177.38	1
4	48,579.93	1,861.30	186.13	26.5900	186.13	1
5	51,028.11	1,955.10	195.51	27.9300	195.51	1
6	53,147.43	2,036.30	203.63	29.0900	203.63	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 15
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	44,377.83	1,700.30	170.03	24.2900	170.03	1
2	46,296.18	1,773.80	177.38	25.3400	177.38	1
3	48,579.93	1,861.30	186.13	26.5900	186.13	1
4	51,028.11	1,955.10	195.51	27.9300	195.51	1
5	53,147.43	2,036.30	203.63	29.0900	203.63	1
6	55,924.47	2,142.70	214.27	30.6100	214.27	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 16
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	45,382.68	1,738.80	173.88	24.8400	173.88	1
2	47,611.62	1,824.20	182.42	26.0600	182.42	1
3	49,986.72	1,915.20	191.52	27.3600	191.52	1
4	52,106.04	1,996.40	199.64	28.5200	199.64	1
5	54,846.54	2,101.40	210.14	30.0200	210.14	1
6	57,568.77	2,205.70	220.57	31.5100	220.57	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 17
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	48,579.93	1,861.30	186.13	26.5900	186.13	1
2	51,028.11	1,955.10	195.51	27.9300	195.51	1
3	53,147.43	2,036.30	203.63	29.0900	203.63	1
4	55,924.47	2,142.70	214.27	30.6100	214.27	1
5	58,738.05	2,250.50	225.05	32.1500	225.05	1
6	61,405.47	2,352.70	235.27	33.6100	235.27	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 18
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	51,028.11	1,955.10	195.51	27.9300	195.51	1
2	53,147.43	2,036.30	203.63	29.0900	203.63	1
3	55,924.47	2,142.70	214.27	30.6100	214.27	1
4	58,738.05	2,250.50	225.05	32.1500	225.05	1
5	61,405.47	2,352.70	235.27	33.6100	235.27	1
6	64,365.21	2,466.10	246.61	35.2300	246.61	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 19
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	53,147.43	2,036.30	203.63	29.0900	203.63	1
2	55,924.47	2,142.70	214.27	30.6100	214.27	1
3	58,738.05	2,250.50	225.05	32.1500	225.05	1
4	61,405.47	2,352.70	235.27	33.6100	235.27	1
5	64,365.21	2,466.10	246.61	35.2300	246.61	1
6	67,507.65	2,586.50	258.65	36.9500	258.65	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 20
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	55,924.47	2,142.70	214.27	30.6100	214.27	1
2	58,738.05	2,250.50	225.05	32.1500	225.05	1
3	61,405.47	2,352.70	235.27	33.6100	235.27	1
4	64,365.21	2,466.10	246.61	35.2300	246.61	1
5	67,507.65	2,586.50	258.65	36.9500	258.65	1
6	70,832.79	2,713.90	271.39	38.7700	271.39	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 22
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	61,405.47	2,352.70	235.27	33.6100	235.27	1
2	64,365.21	2,466.10	246.61	35.2300	246.61	1
3	67,507.65	2,586.50	258.65	36.9500	258.65	1
4	70,832.79	2,713.90	271.39	38.7700	271.39	1
5	74,194.47	2,842.70	284.27	40.6100	284.27	1
6	77,811.93	2,981.30	298.13	42.5900	298.13	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 23
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	64,365.21	2,466.10	246.61	35.2300	246.61	1
2	67,507.65	2,586.50	258.65	36.9500	258.65	1
3	70,832.79	2,713.90	271.39	38.7700	271.39	1
4	74,194.47	2,842.70	284.27	40.6100	284.27	1
5	77,811.93	2,981.30	298.13	42.5900	298.13	1
6	81,557.28	3,124.80	312.48	44.6400	312.48	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 24
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	67,507.65	2,586.50	258.65	36.9500	258.65	1
2	70,832.79	2,713.90	271.39	38.7700	271.39	1
3	74,194.47	2,842.70	284.27	40.6100	284.27	1
4	77,811.93	2,981.30	298.13	42.5900	298.13	1
5	81,557.28	3,124.80	312.48	44.6400	312.48	1
6	85,521.87	3,276.70	327.67	46.8100	327.67	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 25
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	70,832.79	2,713.90	271.39	38.7700	271.39	1
2	74,194.47	2,842.70	284.27	40.6100	284.27	1
3	77,811.93	2,981.30	298.13	42.5900	298.13	1
4	81,557.28	3,124.80	312.48	44.6400	312.48	1
5	85,521.87	3,276.70	327.67	46.8100	327.67	1
6	89,541.27	3,430.70	343.07	49.0100	343.07	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 26
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	74,194.47	2,842.70	284.27	40.6100	284.27	1
2	77,811.93	2,981.30	298.13	42.5900	298.13	1
3	81,557.28	3,124.80	312.48	44.6400	312.48	1
4	85,521.87	3,276.70	327.67	46.8100	327.67	1
5	89,541.27	3,430.70	343.07	49.0100	343.07	1
6	93,852.99	3,595.90	359.59	51.3700	359.59	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 33
Effective Date: 02-Jul-2016
DRAFT: COLA increase of 2.25% on 7/1/16

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	48,546.00	1,860.00	186.00	23.2500	186.00	1
2	50,968.08	1,952.80	195.28	24.4100	195.28	1
3	53,160.48	2,036.80	203.68	25.4600	203.68	1
4	55,895.76	2,141.60	214.16	26.7700	214.16	1
5	58,610.16	2,245.60	224.56	28.0700	224.56	1
6	61,428.96	2,353.60	235.36	29.4200	235.36	1

Selection Legend:

Bargaining Unit: 'T CSEA'
Effective Date: '02-Jul-2016'

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 1
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	24,226.02	928.20	92.82	13.2600	92.82	1
2	25,249.14	967.40	96.74	13.8200	96.74	1
3	26,454.96	1,013.60	101.36	14.4800	101.36	1
4	27,478.08	1,052.80	105.28	15.0400	105.28	1
5	28,884.87	1,106.70	110.67	15.8100	110.67	1
6	30,145.50	1,155.00	115.50	16.5000	115.50	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 10
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	35,900.55	1,375.50	137.55	19.6500	137.55	1
2	37,691.01	1,444.10	144.41	20.6300	144.41	1
3	39,335.31	1,507.10	150.71	21.5300	150.71	1
4	41,326.74	1,583.40	158.34	22.6200	158.34	1
5	43,208.55	1,655.50	165.55	23.6500	165.55	1
6	45,419.22	1,740.20	174.02	24.8600	174.02	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 12
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	39,335.31	1,507.10	150.71	21.5300	150.71	1
2	41,326.74	1,583.40	158.34	22.6200	158.34	1
3	43,208.55	1,655.50	165.55	23.6500	165.55	1
4	45,419.22	1,740.20	174.02	24.8600	174.02	1
5	47,374.11	1,815.10	181.51	25.9300	181.51	1
6	49,730.94	1,905.40	190.54	27.2200	190.54	1

FY 17/18 2.35%

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 13
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	41,326.74	1,583.40	158.34	22.6200	158.34	1
2	43,208.55	1,655.50	165.55	23.6500	165.55	1
3	45,419.22	1,740.20	174.02	24.8600	174.02	1
4	47,374.11	1,815.10	181.51	25.9300	181.51	1
5	49,730.94	1,905.40	190.54	27.2200	190.54	1
6	52,233.93	2,001.30	200.13	28.5900	200.13	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 14
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	43,208.55	1,655.50	165.55	23.6500	165.55	1
2	45,419.22	1,740.20	174.02	24.8600	174.02	1
3	47,374.11	1,815.10	181.51	25.9300	181.51	1
4	49,730.94	1,905.40	190.54	27.2200	190.54	1
5	52,233.93	2,001.30	200.13	28.5900	200.13	1
6	54,389.79	2,083.90	208.39	29.7700	208.39	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 15
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	45,419.22	1,740.20	174.02	24.8600	174.02	1
2	47,374.11	1,815.10	181.51	25.9300	181.51	1
3	49,730.94	1,905.40	190.54	27.2200	190.54	1
4	52,233.93	2,001.30	200.13	28.5900	200.13	1
5	54,389.79	2,083.90	208.39	29.7700	208.39	1
6	57,239.91	2,193.10	219.31	31.3300	219.31	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 16
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	46,442.34	1,779.40	177.94	25.4200	177.94	1
2	48,744.36	1,867.60	186.76	26.6800	186.76	1
3	51,156.00	1,960.00	196.00	28.0000	196.00	1
4	53,330.13	2,043.30	204.33	29.1900	204.33	1
5	56,143.71	2,151.10	215.11	30.7300	215.11	1
6	58,920.75	2,257.50	225.75	32.2500	225.75	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 17
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,730.94	1,905.40	190.54	27.2200	190.54	1
2	52,233.93	2,001.30	200.13	28.5900	200.13	1
3	54,389.79	2,083.90	208.39	29.7700	208.39	1
4	57,239.91	2,193.10	219.31	31.3300	219.31	1
5	60,126.57	2,303.70	230.37	32.9100	230.37	1
6	62,867.07	2,408.70	240.87	34.4100	240.87	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 18
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	52,233.93	2,001.30	200.13	28.5900	200.13	1
2	54,389.79	2,083.90	208.39	29.7700	208.39	1
3	57,239.91	2,193.10	219.31	31.3300	219.31	1
4	60,126.57	2,303.70	230.37	32.9100	230.37	1
5	62,867.07	2,408.70	240.87	34.4100	240.87	1
6	65,881.62	2,524.20	252.42	36.0600	252.42	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 19
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	54,389.79	2,083.90	208.39	29.7700	208.39	1
2	57,239.91	2,193.10	219.31	31.3300	219.31	1
3	60,126.57	2,303.70	230.37	32.9100	230.37	1
4	62,867.07	2,408.70	240.87	34.4100	240.87	1
5	65,881.62	2,524.20	252.42	36.0600	252.42	1
6	69,097.14	2,647.40	264.74	37.8200	264.74	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 20
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,239.91	2,193.10	219.31	31.3300	219.31	1
2	60,126.57	2,303.70	230.37	32.9100	230.37	1
3	62,867.07	2,408.70	240.87	34.4100	240.87	1
4	65,881.62	2,524.20	252.42	36.0600	252.42	1
5	69,097.14	2,647.40	264.74	37.8200	264.74	1
6	72,495.36	2,777.60	277.76	39.6800	277.76	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 22
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	62,867.07	2,408.70	240.87	34.4100	240.87	1
2	65,881.62	2,524.20	252.42	36.0600	252.42	1
3	69,097.14	2,647.40	264.74	37.8200	264.74	1
4	72,495.36	2,777.60	277.76	39.6800	277.76	1
5	75,930.12	2,909.20	290.92	41.5600	290.92	1
6	79,638.93	3,051.30	305.13	43.5900	305.13	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 23
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	65,881.62	2,524.20	252.42	36.0600	252.42	1
2	69,097.14	2,647.40	264.74	37.8200	264.74	1
3	72,495.36	2,777.60	277.76	39.6800	277.76	1
4	75,930.12	2,909.20	290.92	41.5600	290.92	1
5	79,638.93	3,051.30	305.13	43.5900	305.13	1
6	83,475.63	3,198.30	319.83	45.6900	319.83	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 24
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	69,097.14	2,647.40	264.74	37.8200	264.74	1
2	72,495.36	2,777.60	277.76	39.6800	277.76	1
3	75,930.12	2,909.20	290.92	41.5600	290.92	1
4	79,638.93	3,051.30	305.13	43.5900	305.13	1
5	83,475.63	3,198.30	319.83	45.6900	319.83	1
6	87,531.57	3,353.70	335.37	47.9100	335.37	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 25
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	72,495.36	2,777.60	277.76	39.6800	277.76	1
2	75,930.12	2,909.20	290.92	41.5600	290.92	1
3	79,638.93	3,051.30	305.13	43.5900	305.13	1
4	83,475.63	3,198.30	319.83	45.6900	319.83	1
5	87,531.57	3,353.70	335.37	47.9100	335.37	1
6	91,660.59	3,511.90	351.19	50.1700	351.19	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 26
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	75,930.12	2,909.20	290.92	41.5600	290.92	1
2	79,638.93	3,051.30	305.13	43.5900	305.13	1
3	83,475.63	3,198.30	319.83	45.6900	319.83	1
4	87,531.57	3,353.70	335.37	47.9100	335.37	1
5	91,660.59	3,511.90	351.19	50.1700	351.19	1
6	96,063.66	3,680.60	368.06	52.5800	368.06	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 33
Effective Date: 02-Jul-2017
DRAFT: COLA increase of 2.35% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,694.40	1,904.00	190.40	23.8000	190.40	1
2	52,158.24	1,998.40	199.84	24.9800	199.84	1
3	54,413.28	2,084.80	208.48	26.0600	208.48	1
4	57,211.20	2,192.00	219.20	27.4000	219.20	1
5	59,988.24	2,298.40	229.84	28.7300	229.84	1
6	62,890.56	2,409.60	240.96	30.1200	240.96	1

Selection Legend:

Bargaining Unit: 'T CSEA'
Effective Date: '02-Jul-2017'

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 1
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	24,171.21	926.10	92.61	13.2300	92.61	1
2	25,194.33	965.30	96.53	13.7900	96.53	1
3	26,381.88	1,010.80	101.08	14.4400	101.08	1
4	27,405.00	1,050.00	105.00	15.0000	105.00	1
5	28,811.79	1,103.90	110.39	15.7700	110.39	1
6	30,072.42	1,152.20	115.22	16.4600	115.22	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 10
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	35,809.20	1,372.00	137.20	19.6000	137.20	1
2	37,599.66	1,440.60	144.06	20.5800	144.06	1
3	39,243.96	1,503.60	150.36	21.4800	150.36	1
4	41,217.12	1,579.20	157.92	22.5600	157.92	1
5	43,098.93	1,651.30	165.13	23.5900	165.13	1
6	45,309.60	1,736.00	173.60	24.8000	173.60	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 12
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	39,243.96	1,503.60	150.36	21.4800	150.36	1
2	41,217.12	1,579.20	157.92	22.5600	157.92	1
3	43,098.93	1,651.30	165.13	23.5900	165.13	1
4	45,309.60	1,736.00	173.60	24.8000	173.60	1
5	47,264.49	1,810.90	181.09	25.8700	181.09	1
6	49,603.05	1,900.50	190.05	27.1500	190.05	1

FY 17/18 2.10%

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 13
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	41,217.12	1,579.20	157.92	22.5600	157.92	1
2	43,098.93	1,651.30	165.13	23.5900	165.13	1
3	45,309.60	1,736.00	173.60	24.8000	173.60	1
4	47,264.49	1,810.90	181.09	25.8700	181.09	1
5	49,603.05	1,900.50	190.05	27.1500	190.05	1
6	52,106.04	1,996.40	199.64	28.5200	199.64	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 14
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	43,098.93	1,651.30	165.13	23.5900	165.13	1
2	45,309.60	1,736.00	173.60	24.8000	173.60	1
3	47,264.49	1,810.90	181.09	25.8700	181.09	1
4	49,603.05	1,900.50	190.05	27.1500	190.05	1
5	52,106.04	1,996.40	199.64	28.5200	199.64	1
6	54,261.90	2,079.00	207.90	29.7000	207.90	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 15
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	45,309.60	1,736.00	173.60	24.8000	173.60	1
2	47,264.49	1,810.90	181.09	25.8700	181.09	1
3	49,603.05	1,900.50	190.05	27.1500	190.05	1
4	52,106.04	1,996.40	199.64	28.5200	199.64	1
5	54,261.90	2,079.00	207.90	29.7000	207.90	1
6	57,093.75	2,187.50	218.75	31.2500	218.75	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 16
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	46,332.72	1,775.20	177.52	25.3600	177.52	1
2	48,616.47	1,862.70	186.27	26.6100	186.27	1
3	51,028.11	1,955.10	195.51	27.9300	195.51	1
4	53,202.24	2,038.40	203.84	29.1200	203.84	1
5	55,997.55	2,145.50	214.55	30.6500	214.55	1
6	58,774.59	2,251.90	225.19	32.1700	225.19	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 17
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,603.05	1,900.50	190.05	27.1500	190.05	1
2	52,106.04	1,996.40	199.64	28.5200	199.64	1
3	54,261.90	2,079.00	207.90	29.7000	207.90	1
4	57,093.75	2,187.50	218.75	31.2500	218.75	1
5	59,980.41	2,298.10	229.81	32.8300	229.81	1
6	62,702.64	2,402.40	240.24	34.3200	240.24	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 18
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	52,106.04	1,996.40	199.64	28.5200	199.64	1
2	54,261.90	2,079.00	207.90	29.7000	207.90	1
3	57,093.75	2,187.50	218.75	31.2500	218.75	1
4	59,980.41	2,298.10	229.81	32.8300	229.81	1
5	62,702.64	2,402.40	240.24	34.3200	240.24	1
6	65,717.19	2,517.90	251.79	35.9700	251.79	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 19
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	54,261.90	2,079.00	207.90	29.7000	207.90	1
2	57,093.75	2,187.50	218.75	31.2500	218.75	1
3	59,980.41	2,298.10	229.81	32.8300	229.81	1
4	62,702.64	2,402.40	240.24	34.3200	240.24	1
5	65,717.19	2,517.90	251.79	35.9700	251.79	1
6	68,932.71	2,641.10	264.11	37.7300	264.11	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 20
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,093.75	2,187.50	218.75	31.2500	218.75	1
2	59,980.41	2,298.10	229.81	32.8300	229.81	1
3	62,702.64	2,402.40	240.24	34.3200	240.24	1
4	65,717.19	2,517.90	251.79	35.9700	251.79	1
5	68,932.71	2,641.10	264.11	37.7300	264.11	1
6	72,312.66	2,770.60	277.06	39.5800	277.06	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 22
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	62,702.64	2,402.40	240.24	34.3200	240.24	1
2	65,717.19	2,517.90	251.79	35.9700	251.79	1
3	68,932.71	2,641.10	264.11	37.7300	264.11	1
4	72,312.66	2,770.60	277.06	39.5800	277.06	1
5	75,747.42	2,902.20	290.22	41.4600	290.22	1
6	79,437.96	3,043.60	304.36	43.4800	304.36	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 23
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	65,717.19	2,517.90	251.79	35.9700	251.79	1
2	68,932.71	2,641.10	264.11	37.7300	264.11	1
3	72,312.66	2,770.60	277.06	39.5800	277.06	1
4	75,747.42	2,902.20	290.22	41.4600	290.22	1
5	79,437.96	3,043.60	304.36	43.4800	304.36	1
6	83,274.66	3,190.60	319.06	45.5800	319.06	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 24
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	68,932.71	2,641.10	264.11	37.7300	264.11	1
2	72,312.66	2,770.60	277.06	39.5800	277.06	1
3	75,747.42	2,902.20	290.22	41.4600	290.22	1
4	79,437.96	3,043.60	304.36	43.4800	304.36	1
5	83,274.66	3,190.60	319.06	45.5800	319.06	1
6	87,312.33	3,345.30	334.53	47.7900	334.53	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 25
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	72,312.66	2,770.60	277.06	39.5800	277.06	1
2	75,747.42	2,902.20	290.22	41.4600	290.22	1
3	79,437.96	3,043.60	304.36	43.4800	304.36	1
4	83,274.66	3,190.60	319.06	45.5800	319.06	1
5	87,312.33	3,345.30	334.53	47.7900	334.53	1
6	91,423.08	3,502.80	350.28	50.0400	350.28	1

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 26
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 1,827.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	75,747.42	2,902.20	290.22	41.4600	290.22	1
2	79,437.96	3,043.60	304.36	43.4800	304.36	1
3	83,274.66	3,190.60	319.06	45.5800	319.06	1
4	87,312.33	3,345.30	334.53	47.7900	334.53	1
5	91,423.08	3,502.80	350.28	50.0400	350.28	1
6	95,826.15	3,671.50	367.15	52.4500	367.15	1

Bargaining Unit: T -CSEA TOWN-Prof/Clerical
Schedule: T760
Grade: 33
Effective Date: 01-Jul-2017
DRAFT: COLA increase of 2.1% on 7/1/17

Salary Base: H
Pay Type: Salaried
Hours in Year: 2,088.00
Days in Period: 10.00
Periods in Year: 26.100000
Per Diem Days/Year: 261.000000

User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,569.12	1,899.20	189.92	23.7400	189.92	1
2	52,032.96	1,993.60	199.36	24.9200	199.36	1
3	54,267.12	2,079.20	207.92	25.9900	207.92	1
4	57,065.04	2,186.40	218.64	27.3300	218.64	1
5	59,842.08	2,292.80	229.28	28.6600	229.28	1
6	62,723.52	2,403.20	240.32	30.0400	240.32	1

Selection Legend:

Bargaining Unit: 'T CSEA'
Effective Date: '01-Jul-2017'

APPENDIX C

TOWN OF MANSFIELD

HEALTH INSURANCE PLAN COMPARISON

EFFECTIVE ~~JANUARY 1, 2015~~ MARCH 1, 2017

NEFIT	Century Preferred – PPO	Bluecare – HMO / POE
tshares	In-Network services subject to co-pays Out-of-Network Services Available ~ Subject to deductible and coinsurance **Co-Pays: $25 PCP / $25 Specialist** **$175 Outpat Hosp / $350 Inpat Hosp co-pay** **$50 Emergency / $25 Urgent Care Facility** **Out-of-Network Deductible: $400/$800/$1,000** **Out-of-Network Cost Share Maximum: $1,600/$3,200/$4,000** **Out-of-Network "Out of Pocket" Cost: $2,000/$4,000/$5,000** **Lifetime Maximum In-Network & Out-Of-Network-Unlimited**	In-Network services subject to co-pays ***Out-of-Network NOT AVAILABLE*** **Co-Pays: $20 PCP / $20 Specialist** **$100 Outpat Hosp / $200 Inpat Hosp co-pay** **$75 Emergency / $25 Urgent Care Facility** **Deductible: Does not apply** **Cost Share Maximum: Does not apply** **Out of Pocket Cost: Does not apply** **Lifetime Maximum In-Network -Unlimited**
centive Care diatric	Covered according to age-based schedule: **$0 co-pay** Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year	Covered according to age-based schedule: **$0 co-pay** Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year
ult	Covered according to age-based schedule: **$0 co-pay** 22 and over one exam per year	Covered according to age-based schedule: **$0 co-pay** 22 and over one exam per year
sion	**$0 co-pay** (Frames & Lenses covered under vision rider)	**$0 co-pay** (Frames & Lenses covered under vision rider)
aring	**$0 Co-pay one exam every two years**	**$0 Co-pay one exam every two years**
necological	**$0 co-pay** One Routine Exam Per Member per Calendar Year	**$0 co-pay** One Routine Exam Per Member per Calendar Year
ical Services dical Office Visit	**$25 office visit co-pay PCP** **$25 office visit co-pay Specialist**	**$20 office visit co-pay PCP** **$20 office visit co-pay Specialist**
tpatient PT/OT/ iro/Speech	**$25 office visit co-pay** 50 combined visits per member per calendar year (subject to medical necessity)	**$20 office visit co-pay** Unlimited Visits (subject to medical necessity)
ergy Services	**$25 office visit co-pay** No copay for injections Unlimited injections	**$20 office visit co-pay** No copay for injections maximum benefit - 60 visits in 2 years
agnostic Lab & X ray	Covered	Covered
atient Medical ces	Covered	Covered
gery Fees	Covered	Covered
ice Surgery	Covered	Covered

DRAFT TA Document 12/16/16 - Edited

Green font represents language tentatively agreed upon between the parties

BENEFIT	Century Preferred – PPO	Bluecare – HMO / POE
Outpatient MH	**$25 office visit co-pay** Limited to 40 visits per calendar year	**$20 office visit co-pay** Limited to 40 visits per calendar year
Emergency Care Emergency Room	**$50 co-pay** (waived if admitted)	**$75 co-pay** (waived if admitted)
Urgent Care	**$25 co-pay** Participating Facilities only	**$25 co-pay** Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Hospital Care General/Medical/Surgical/ Maternity (Semi-Private)	**$350 per admission co-pay** **Note: All hospital admissions require pre-cert**	**$200 per admission co-pay** **Note: All hospital admissions require pre-cert**
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	**$350 per admission co-pay**	**$200 per admission co-pay**
Substance Abuse/ Detox	**$350 per admission co-pay**	**$200 per admission co-pay**
Rehabilitative	**$350 per admission co-pay** up to 60 days per calendar year	**$200 per admission co-pay** up to 60 days per calendar year
Skilled Nursing Facility	**$350 per admission co-pay** up to 120 days per calendar year	**$200 per admission co-pay** up to 90 days per calendar year
Hospice	**$350 per admission co-pay** Unlimited days	**$200 per admission co-pay** up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	**$175 per admission co-pay**	**$100 per admission co-pay**
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equip Prosthetics	Unlimited Max (Limited to covered items only) Unlimited Max	Unlimited Max (Limited to covered items only) Unlimited Max
Prescription Drugs	$40 15 Generic / $20 30 Brand / $20 40 Non listed Brand **1 co-pays mail - $ 3,000 max add'l benefits subject to ded & coin (Oral contraceptives are covered)**	**$15 Generic / $30 Brand / $40 Non listed Brand** **2 co-pays mail - unlimited max** **(Oral contraceptives are covered)**
Infertility	• A **lifetime** maximum of 4 cycles for ovulation induction up to age 40. • A **lifetime** maximum of 3 cycles for intrauterine insemination up to age 40. • A **lifetime** maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40. • Services related to male infertility. • All related prescription drugs. • All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing & procedures. • All covered services will be paid at the benefit level subject to policy guidelines.	
Dependent Age Max	**To 26 years of age**	**To 26 years of age**

~~Note: For plan designs in effect for 7/1/2013-12/31/2014, please refer to the Health Insurance Appendix for the 2010-2013 collective bargaining agreement between the parties~~. Note: The POE plan will be eliminated as of 1/1/18.

APPENDIX C
Proposed HDHP Plan – Effective January 1, 2018

	[illegible]	[illegible]
FINANCIAL:		
Deductible	**$2,000/$4,000**	
Co-insurance	0%	20%
Out-of-Pocket Maximum	**$4,000/$8,000**	
Maximum Lifetime Benefit Per Member	None	Unlimited
Gatekeeper Network	No	No
DEPENDENT LIMITING AGE:	**26**	**26**
PREVENTIVE CARE:		
Physical Examination – Child	No Charge	Ded. & Co-ins.
Physical Examination – Adult	No Charge	Ded. & Co-ins.
Vision Examination	No Charge	Ded. & Co-ins.
Immunizations	No Charge	Ded. & Co-ins.
OUTPATIENT CARE:		
Physician Office Visits	Ded.	Ded. & Co-ins.
Specialist Office Visits	Ded.	Ded. & Co-ins.
Outpatient Surgical Services	Ded.	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations	Ded.	Ded. & Co-ins.
Outpatient Rehabilitation	Ded.	Ded. & Co-ins.
Prenatal and Postnatal Maternity Care	Ded.	Ded. & Co-ins.
MENTAL HEALTH:		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
SUBSTANCE ABUSE:		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
ALLERGY CARE:		
Visits	Ded.	Ded. & Co-ins.
Injections	Ded.	Ded. & Co-ins.
HOSPITAL CARE:		
Semi-Private Hospital Room Admission		Ded. & Co-ins.
Skilled Nursing and Rehabilitation Facilities	Ded.	Ded. & Co-ins.
HOME HEALTH CARE:	Ded.	Ded. & 25% Co-ins.
EMERGENCY CARE:		
Emergency Room (waived if admitted)	Ded.	paid as in-network
Ambulance Service	Ded.	Ded. & Co-ins.
Urgent Care (participating centers only)	Ded.	paid as in-network
PRESCRIPTION DRUGS:		
Generic Tier 1 Drugs	**$10** after Ded is satisfied	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	**$20** after Ded is satisfied	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	**$30** after Ded is satisfied	Ded. & Co-ins.
Mail Order	2 x after Ded is satisfied	
Annual Maximum	Ded. & Co-Pays	Ded. & Co-ins.

Note: Once every 12 month period, on the first payroll in January, the Town will make a contribution on behalf of eligible participating employees equivalent to funding 55% of the annual

deductible based on the employee's level of coverage. Employer payments towards the deductible for new hires or employees joining the plan due to a qualifying event or open enrollment will be pro-rated. Details are provided in Article 22.1(3) of this Agreement.

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Toni Moran, Personnel Committee Chair
CC: Matt Hart, Town Manager
Date: January 9, 2017
Re: Town Manager's FY 2016/17 Compensation

Subject Matter/Background

As you know, the Council has completed the Town Manager's performance review for the previous year (July 1, 2015 – June 30, 2016). The Council has favorably evaluated the Town Manager's performance for this rating period.

At its December 19, 2016 meeting, the Personnel Committee unanimously approved a motion to recommend to the Council a general wage increase of 2.25% retroactive to July 1, 2016 for the Town Manager, which is consistent with what was awarded to non-union personnel. The Personnel Committee is also recommending that the Town Manager's share of the health insurance premium increase to 19%, which is also consistent with the premium share being implemented for non-union staff.

Financial Impact

If the wage increase is approved, the Town Manager's annual salary would increase from $146,157 to $149,446. The impact of the wage adjustment on benefits is noted below:

Impact of Adjustment to Town Manager Compensation FY 16/17

	Salary	FICA	Medicare	MERS	Life Ins.	STD Ins.	LTD Ins.	Total
Current	$146,157	$9,062	$2,119	$16,633	$684	$855	$887	$176,396
Proposed	$149,446	$9,266	$2,167	$17,007	$699	$874	$907	$180,365
Difference	$3,289	$204	$48	$374	$15	$19	$20	**$3,969**

Notes:
2.25% General wage increase applied retroactively to July 1, 2016.
Changes to employee share of health insurance premium will be implemented with non-union change.

Recommendation
If the Town Council supports the Personnel Committee's recommendation, the following motion is in order:

Move, to increase the Town Manager's annual salary by 2.25% retroactive to July 1, 2016, for an annual salary of $149,446 as of July 1, 2016 and to implement FY 2016/17 health insurance changes applicable to non-union staff to the Town Manager.

Attachments
1) Summary of Town Manager FY 15/16 Performance Review

Town Manager's Evaluation Statement

2015-2016

October, 2016

The evaluation of Mansfield's Town Manager, Matthew Hart, is based on the anonymous answers to a lengthy questionnaire, in which Town Council members are asked to respond to specific questions about performance and the achievement of goals previously established by the Council. In addition, comments are encouraged in each of the major subject areas of Organizational Management and Leadership, Fiscal and Business Management, Communication and Relations with the Town Council, Community and Intergovernmental Relations, Personal and Professional Traits, and Facilitation of Council Goals and Objectives. This year, 7 of the 9 Council members responded to the survey. One member of the minority party requested to be excused, as she had just filled a vacancy on the Council less than a month before the evaluation process began. We also received the Manager's Self Evaluation, in which he responds to the same survey.

Each short answer question required one of three possible responses: Outstanding, Satisfactory or Needs Improvement. The vast majority of Council responses were Outstanding or Satisfactory. There was no agreement that any area needed improvement.

Council members could write as long a comment as they wished, although most were relatively short. There were no negative comments. In fact, most were completely positive, if not laudatory. For example, regarding Organizational Management and Leadership, "The Town Manager does a particularly effective job managing the staff and is a strong leader within our town government." "I have been very impressed with Matt's responsiveness to both Council and community concerns." Under Fiscal and Business Management, one member wrote, "Our town has never been in as healthy a financial position as it is now, despite the difficulties at the state level." In regard to Communications with the Town Council, "He has made a particular effort to reach out to members of the minority party. . . I believe that Matt has been fair to all of us. Great improvement." Several members complimented the work that Matt has done with citizen groups, including the residents concerned with neighborhood quality of life issues and the local and regional organizations concerned about failing home foundations.

There is some concern among several Council members about facilities and infrastructure maintenance, where the consequence of underfunding is becoming apparent. The Council will look forward to the results of a facilities study to be undertaken in the current fiscal year.

In summary, Mansfield is very fortunate to have as highly qualified and effective a town manager as Matt Hart. He continues to work to improve his own skills, and to bring better administrative tools to our town. For example, the OpenGov platform, which makes the entire town budget available for easy access by town citizens on a year round basis was unveiled this

year. He continues to look for better ways to measure performance of town departments and programs through his active membership in professional organizations.

In addition, Matt is well known and highly regarded by our surrounding towns and at the state level. His work to stabilize and improve the regional transportation service, WRTD, will bring added benefits to Mansfield by making these services more reliable and more available.

We commend Matthew Hart for his dedication and service to the Town of Mansfield.

Approved by unanimous vote of the Personnel Committee, October 17, 2016.

Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager MWH
CC: Maria Capriola, Assistant Town Manager
Date: January 9, 2017
Re: Presidents' Day Ceremonial Presentation Planning Subcommittee

Subject Matter/Background
Staff has placed this item on the agenda so the Council may appoint members to the planning subcommittee for the Presidents' Day ceremonial presentation.

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December 20, 2016

At the December 20, 2016 meeting of the Committee on Committees, the following recommendations were approved:

The appointment of Chris Kueffner as a full member of the Agriculture Committee term and Heidi Groeger as an alternate member of the Agriculture Committee for terms ending October 13, 2108

The appointment of Veronica Herrera to the Solid Waste Advisory Committee and the reappointment of Jane Knox to the Solid Waste Advisory Committee for terms ending September 1, 2019

The appointment of Edith Allison to the Housing Authority for a term ending October 31, 2021

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United States Department of Justice

submitted by Henry Cerwinski 12/12/16

OFFICES of THE
UNITED STATES ATTORNEYS

Item #8

1907. Title 8, U.S.C. 1324(a) Offenses

Title 8, U.S.C. § 1324(a) defines several distinct offenses related to aliens. Subsection 1324(a)(1)(i)-(v) prohibits alien smuggling, domestic transportation of unauthorized aliens, concealing or harboring unauthorized aliens, encouraging or inducing unauthorized aliens to enter the United States, and engaging in a conspiracy or aiding and abetting any of the preceding acts. Subsection 1324(a)(2) prohibits bringing or attempting to bring unauthorized aliens to the United States in any manner whatsoever, even at a designated port of entry. Subsection 1324(a)(3).

Alien Smuggling -- Subsection 1324(a)(1)(A)(i) makes it an offense for any person who -- knowing that a person is an alien, to bring to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien.

Domestic Transporting -- Subsection 1324(a)(1)(A)(ii) makes it an offense for any person who -- knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law.

X

Harboring -- Subsection 1324(a)(1)(A)(iii) makes it an offense for any person who -- knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation.

Encouraging/Inducing -- Subsection 1324(a)(1)(A)(iv) makes it an offense for any person who -- encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law.

Conspiracy/Aiding or Abetting -- Subsection 1324(a)(1)(A)(v) expressly makes it an offense to engage in a conspiracy to commit or aid or abet the commission of the foregoing offenses.

Bringing Aliens to the United States -- Subsection 1324(a)(2) makes it an offense for any person who -- knowing or in reckless disregard of the fact that an alien has not received prior authorization to come to, enter, or reside in the United States, to bring to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien.

The Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), enacted on September 30, 1996, added a new 8 U.S.C. § 1324(a)(3)(A) which makes it an offense for any person, during any 12-month period, to knowingly hire at least 10 individuals with actual knowledge that these individuals are unauthorized aliens. *See* this Manual at 1908 (unlawful employment of aliens).

Unit of Prosecution -- With regard to offenses defined in subsections 1324(a)(1)(A)(i)-(v), (alien smuggling, domestic transporting, harboring, encouraging/inducing, or conspiracy/aiding or abetting) each alien with respect to whom a violation occurs constitutes a unit of prosecution. Prior to enactment of the IIRIRA, the unit of prosecution for violations of 8 U.S.C. § 1324(a)(2) was each transaction, regardless of the number of aliens involved. However, the unit of prosecution is now based on each alien in respect to whom a violation occurs.

Knowledge -- Prosecutions for alien smuggling, 8 U.S.C. § 1324(a)(1)(A)(i) require proof that defendant knew that the person brought to the United States was an alien. With regard to the other violations in 8 U.S.C. § 1324(a), proof of knowledge or reckless disregard of alienage is sufficient.

Penalties -- The basic statutory maximum penalty for violating 8 U.S.C. § 1324(a)(1)(i) and (v)(I) (alien smuggling and conspiracy) is a fine under title 18, imprisonment for not more than 10 years, or both. With regard to violations of 8 U.S.C. § 1324(a)(1)(ii)-(iv) and (v)(ii), domestic transportation, harboring, encouraging/inducing, or aiding/abetting, the basic statutory maximum term of imprisonment is 5 years, unless the offense was committed for commercial advantage or private financial gain, in which case the maximum term of imprisonment is 10 years. In addition, significant enhanced penalties are provided for in violations of 8 U.S.C. § 1324(a)(1) involving serious bodily injury or placing life in jeopardy. Moreover, if the violation results in the death of any person, the defendant may be punished by death or by imprisonment for any term of years. The basic penalty for a violation of subsection 1324(a)(2) is a fine under title 18, imprisonment for not more than one year, or both, 8 U.S.C. § 1324(a)(2)(A). Enhanced penalties are provided for violations involving bringing in criminal aliens, 8 U.S.C. § 1324(a)(2)(B)(i), offenses done for commercial advantage or private financial gain, 8 U.S.C. § 1324(a)(2)(B)(ii), and violations where the alien is not presented to an immigration officer immediately upon arrival, 8 U.S.C. § 1324(a)(2)(B)(iii). A mandatory minimum three year term of imprisonment applies to first or second violations of § 1324(a)(2)(B)(i) or (B)(ii). Further enhanced punishment is provided for third or subsequent offenses.

COMMENT: Further discussion of offenses defined in 8 U.S.C. § 1324(a) is set forth in Chapter 3 of *Immigration Law*, published as part of the Office of Legal Education's Litigation Series, and as part of the USABook computer library.

[cited in USAM 9-73.100]

‹ 1906. Guidelines For INS Undercover Operations -- Part 8. Monitoring And Control Of Undercover Operations

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1908. Unlawful Employment Of Aliens -- Criminal Penalties ›

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Item #9

University of Chicago Law Review

submitted by Helen Jane Fried 12/12/1

Volume 63 | Issue 3 Article 6

6-1-1996

Agreements within Government Entities and Conspiracies under Section 1985(3): A New Exception to the Intracorporate Conspiracy Doctrine?

Geoff Lundeen Carter

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Agreements within Government Entities and Conspiracies under § 1985(3)—A New Exception to the Intracorporate Conspiracy Doctrine?

Geoff Lundeen Carter†

One of the primary purposes of conspiracy law is to punish conspirators for the enhanced danger they pose to society when they agree to combine resources and act unlawfully. The goals of conspiracy law conflict, however, with the common law tradition of regarding corporations as single, unitary actors. Courts resolve this conflict in some areas of law by applying the intracorporate conspiracy doctrine. Under this doctrine, the actions of two employees of a single corporation cannot constitute a legal "conspiracy," so long as the employees are acting within the scope of their employment.[1]

The intracorporate conspiracy doctrine is controversial because it limits society's ability to respond to the enhanced danger posed by individuals who form agreements to act unlawfully. For example, in antitrust law, the doctrine renders virtually all intracorporate discussions nonconspiratorial as a matter of law. Thus, § 1 of the Sherman Act[2] cannot reach agreements between employees of a single corporation, even if those agreements constitute unreasonable restraints of trade. By contrast, courts do not apply the intracorporate conspiracy doctrine in criminal conspiracy cases, in part because criminal conspiracies pose threats too significant to allow the corporate structure to shield the employees from criminal liability.[3]

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† B.A. 1992, Stanford University; J.D. Candidate 1996, The University of Chicago.

[1] Under the intracorporate conspiracy doctrine, agreements between employees of a single government entity do not constitute conspiracies in the legal sense. See, for example, *Gladden v Barry*, 558 F Supp 676, 679 (D DC 1983) (stating that "the weight of authority holds that there can be no conspiracy if the conduct complained of is essentially a single act by a single entity").

[2] Sherman Act, ch 647, § 1, 26 Stat 209 (1890), codified at 15 USC § 1 (1994).

[3] For the purposes of this Comment, the phrase "antitrust liability" refers to both civil and criminal penalties under § 1 of the Sherman Act. The term "criminal conspiracy" refers to all other conspiracies to commit crimes (excluding antitrust violations).

The federal courts disagree about whether the intracorporate conspiracy doctrine should apply to civil rights conspiracy claims brought under § 1985(3) of the Ku Klux Klan Act of 1871.[4] A majority of the federal courts, relying on antitrust precedents, has held that the intracorporate conspiracy doctrine does apply to § 1985(3) claims. A minority of the federal courts, however, has relied on criminal conspiracy precedents to hold that it does not. Lost in this debate, however, is the question whether the doctrine should apply when the alleged conspiracy occurred within a single government entity, rather than within a single corporation.[5]

This Comment argues that the intracorporate conspiracy doctrine should not prevent plaintiffs from bringing § 1985(3) actions against employees of a single government entity.[6] As one of the statutes designed to enforce the provisions of the Fourteenth Amendment, § 1985(3) embodies the principle that states may not deny individuals equal protection of the laws.[7] Civil rights conspiracies within government entities pose a special

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[4] Section 1985(3) reads, in pertinent part:

> If two or more persons . . . conspire . . . for the purpose of depriving . . . any person or class of persons of the equal protection of the laws, . . . or for the purpose of preventing or hindering the constituted authorities of any State . . . from giving or securing to all persons . . . the equal protection of the laws . . . whereby another is injured in his person or property, . . . the party so injured or deprived may have an action for the recovery of damages . . . against any one or more of the conspirators.

42 USC § 1985(3) (1994).

[5] The term "single government entity" refers to any cohesive governmental body, whether local, state, or federal. Each of the following is an example of a single government entity: the City of Chicago, the Environmental Protection Agency, and the University of Tennessee.

[6] This Comment focuses primarily on alleged conspiracies involving agreements between at least two employees; it does not address directly whether plaintiffs should be able to establish conspiracies by claiming that the corporation conspired with a single employee. For an analysis of whether a single employee can conspire with a corporation, see Susan J. Hoffmann, Comment, *Corporate Criminal Liability for Intracorporate Conspiracy*, 72 Ky L J 225 (1983); Note, *Intracorporate Conspiracies Under 42 USC §1985(c)*, 92 Harv L Rev 470, 487-89 (1978).

[7] Although § 1985(3) applies to government actions, the statute was primarily enacted as a means of reaching private conspiracies to deny equal protection of the laws. Ken Gormley, *Private Conspiracies and the Constitution: A Modern Vision of 42 U.S.C. Section 1985(3)*, 64 Tex L Rev 527, 536-40 (1985). Congress passed the Ku Klux Klan Act of 1871, ch 22, 17 Stat 13, codified at 42 USC § 1985(3) (1994), in response to the efforts by the Ku Klux Klan to disrupt the operations of local and state governments. Relying on § 5 of the Fourteenth Amendment, Congress passed the Act to create a federal cause of action for Klan activities that denied equal protection of the laws. Gormley, 64 Tex L Rev at 530-40.

threat to that principle because the conspirators directly control the government, which is charged with both administering the laws and guaranteeing their equal application.

Section I of this Comment describes the intracorporate conspiracy doctrine and discusses the relevant case law. Section II shows that the legislative history and purpose of § 1985(3) militate against the application of that doctrine to conspiracies within a single government entity. Section III argues that, despite some judicial language to the contrary, antitrust precedents provide a poor legal footing for applying the intracorporate conspiracy doctrine to § 1985(3) claims against employees of a single government entity. Because such an application would frustrate the purposes underlying § 1985(3), courts should refuse to apply the intracorporate conspiracy doctrine in this context.

I. FRAMING THE DISPUTE

A. The Intracorporate Conspiracy Doctrine

The intracorporate conspiracy doctrine offers a solution to the conflict between conspiracy law and the common law rule that corporations are single, unitary actors. Under the doctrine, a plaintiff cannot establish the multiplicity of actors necessary for a conspiracy by pointing to two or more employees of a single corporation; the theory assumes the employees are acting on behalf of the corporation, which is a single entity.[8] Because the

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[8] See Kathleen F. Brickey, 1 *Corporate Criminal Liability: A Treatise on the Criminal Liability of Corporations, Their Officers and Agents* § 6:20 at 211-13 (Callaghan 1984). For the seminal case discussing this doctrine, see *Nelson Radio & Supply Co. v Motorola, Inc.*, 200 F2d 911, 914 (5th Cir 1952) ("A corporation cannot conspire with itself any more than a private individual can, and it is a general rule that the acts of the agent are the acts of the corporation."). See also Jon L. Craig, ed, 1 *Civil Actions Against State and Local Government—Its Divisions, Agencies, and Officers* § 8.46 at 763-67 (Shepard's 2d ed 1992) (explaining doctrine and listing cases). Prior to *Nelson*, courts split on the doctrine and its application in the antitrust context. Compare *United States v American National Stores Co.*, 172 F 455, 463 (C C S D Ga 1909) (instructing jurors that "a corporation may not conspire with its own officers"); *Arthur v Kraft-Phenix Cheese Corp*, 26 F Supp 824, 830 (D Md 1937) (explaining that agreements between defendant corporation and its own agents were insufficient to establish a conspiracy), with *United States v Bausch & Lomb Optical Co.*, 321 US 707, 723 (1944) (suggesting that defendant corporation's agreements with its own agents violated the Sherman Act); *Patterson v United States*, 222 F 599, 618 (6th Cir 1915) (explaining that § 1 of the Sherman Act reaches agreements "between the officers and agents of a [corporation] on its behalf against a competitor"). The Supreme Court did not decide this issue until 1984, when it stated that the doctrine does apply to the Sherman Act. *Copperweld Corp v Independence Tube Corp*, 467 US 752, 769 (1984). The Court, however, did not address whether the intracorporate conspiracy doctrine applies to § 1985(3).

doctrine's respect for this common law conception of the corporation comes at the expense of conspiracy liability, a court's decision to apply it to a given body of law is often controversial.

1. Conspiracy law and the problem of group danger.

Both courts and commentators agree that conspiracy law serves two societal purposes. First, as an inchoate offense, a conspiracy comprises the mere planning of a crime; as such, authorities can arrest conspirators before they actually commit their intended offense.[9] Second, conspiracy law addresses the special problem of group danger by imposing extra punishment on those who threaten society through concerted group action.[10] The intracorporate conspiracy doctrine interferes with this second purpose because it does not view agreements between employees of single corporations as concerted group action.[11]

The group danger associated with a conspiracy poses a substantial threat to society because individuals who conspire may pool their resources, may commit more complex (and less easily detected) crimes, and are more likely to complete the planned crime due to the pressure inherent in group activity.[12] In contrast, a single actor may abort his plans to commit a crime at any time; he need only change his own mind. As the Supreme Court explained in *Callanan v United States*:

> [C]ollective criminal agreement—partnership in crime—presents a greater potential threat to the public than individual [acts]. Concerted action both increases the likelihood that the criminal object will be successfully attained and decreases the probability that the individuals involved will depart from their path of criminality.[13]

Because the danger posed by concerted action is substantial, courts often hold defendants liable for both the target offense and the conspiratorial agreement itself.[14]

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[9] Paul Marcus, *Prosecution and Defense of Criminal Conspiracy Cases* § 1.04[2] at 1-17 to 1-22 (Matthew Bender 1990).

[10] Id § 1.04[3] at 1-22 to 1-26.

[11] Brickey, 1 *Corporate Criminal Liability* § 6:20 at 211-13 (cited in note 8). See also text accompanying notes 20-23.

[12] Marcus, *Prosecution and Defense* § 1.04[3] at 1-22 to 1-23 (cited in note 9).

[13] 364 US 587, 593 (1961). See also *United States v Rabinowich*, 238 US 78, 88 (1915) (Conspiracy "is an offense of the gravest character, sometimes quite outweighing, in injury to the public, the mere commission of the contemplated crime.").

[14] See, for example, *Callanan*, 364 US at 594 ("[T]he danger which a conspiracy

2. Corporations as single, unitary actors.

The unique dangers of group activity make a strong case for treating all such activity harshly. However, these dangers may not be present to the same degree where the activities of two employees of the same corporation are at issue. Under the common law, corporations are created by the state, which generally grants them special privileges in order to facilitate business activities.[15] Corporations can bring lawsuits, own property, and engage in a host of other activities commonly attributed to natural persons.[16] As one aspect of their special legal status, courts have generally held that although corporations often employ several individuals, the law regards them as single persons.[17] Consequently, corporations can be directly sued for harms caused by their employees, provided the employees were acting within the scope of their employment when the harm occurred.[18]

The theory of the corporation as a single, unitary actor sometimes conflicts with conspiracy law. Specifically, when faced with an agreement between two or more employees of a single corporation, a court must decide whether to adhere to corporate law principles, and consider the employees' actions those of a single entity, or to follow the tenets of conspiracy law, and treat the actions as those of separate actors.[19]

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generates is not confined to the substantive offense which is the immediate aim of the enterprise.").

[15] Brickey, 1 *Corporate Criminal Liability* § 2:02 at 16 (cited in note 8). See also W.S. Holdsworth, 3 *A History of English Law* 469-90 (Little, Brown 1923) (explaining the historical understanding of corporations).

[16] Brickey, 1 *Corporate Criminal Liability* § 2:04 at 20 (cited in note 8); Holdsworth, 3 *History of English Law* at 487-89 (cited in note 15).

[17] In 1682, for example, the city of London was forced to forfeit its charter as a result of the misconduct of its officials. *The King v City of London*, 8 Howell St Tr 1039, 1283 (KB 1682). See also William M. Blackstone, 1 *Commentaries* *456 (The common law of England treats a corporation as one person before the law.); Brickey, 1 *Corporate Criminal Liability* § 2:04 at 20-23 (cited in note 8) (outlining difficulties of developing a theory of corporate liability); Harry Henn and John R. Alexander, *Laws of Corporations* § 9 at 17-19 (West 3d ed 1983) (reviewing history of common law's treatment of corporations).

[18] Brickey, 1 *Corporate Criminal Liability* § 1:04 at 8-9 (cited in note 8). See also *The Queen v Great North of England Railway*, 115 Eng Rep 1294, 1298 (QB 1846) (holding that under certain circumstances corporations could be held liable for acts taken by their employees).

[19] See Brickey, 1 *Corporate Criminal Liability* § 6:11 at 183-84 (cited in note 8).

3. Resolving the conflict—the intracorporate conspiracy doctrine.

The intracorporate conspiracy doctrine resolves the conflict between conspiracy law and the common law treatment of corporations by holding that two or more employees of the same corporation do not constitute a multiplicity of actors, and therefore their actions cannot constitute a conspiracy as a matter of law.[20] That is, an agreement between two agents of a single corporation is the functional equivalent of an agreement between an individual and himself.[21]

The courts do not, however, view the intracorporate conspiracy doctrine as a hard-and-fast rule. For example, courts have applied the doctrine in the antitrust context because the danger of chilling legitimate business decisions is substantial. In contrast, courts evince no such concern about chilling effects in other contexts, such as extortion or bribery.[22] In other words, if the societal interest in protecting the corporate decision-making process outweighs the societal interest in combating the group danger posed by conspiracies, which is seldom the case in the criminal law context, courts are likely to apply the doctrine. Thus, in the antitrust context, where the interest in protecting the corporate decision-making process generally takes precedence over the marginal group danger presented by intracorporate agreements to restrain trade, courts uniformly apply the intracorporate conspiracy doctrine.[23] However, while the scope of the doctrine is fairly well settled in the criminal and antitrust areas, courts remain divided over the extent to which it should apply in civil rights law.

B. Section 1985(3), the Federal Courts, and the Intracorporate Conspiracy Doctrine: An Ongoing Dispute

Although Congress passed § 1985(3) in 1871, the statute remained dormant for over one hundred years after its enactment because courts interpreted it as applying only to cases involving state action.[24] In *Collins v Hardyman*, for example, the

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[20] Id § 6:20 at 211-13.

[21] Id. See also *Nelson Radio & Supply Co. v Motorola, Inc.*, 200 F2d 911, 914 (5th Cir 1952) ("A corporation cannot conspire with itself any more than a private individual can.").

[22] Brickey, 1 *Corporate Criminal Liability* § 6:21 at 217-18 (cited in note 8).

[23] Id. See also Section III.A.

[24] Civil rights statutes passed during the Reconstruction, such as § 1985(3), fell into

Supreme Court held that § 1985(3) generally did not apply to wholly private conspiracies.[25] The Court reasoned that because § 1985(3) targeted only conspiracies that deprive individuals of their right to equal protection of the laws, it did not cover wholly private conspiracies, which usually do not alter the basic rights that individuals possess under the law.[26]

The Supreme Court revived litigation under § 1985(3), however, when it held in *Griffin v Breckenridge* that the statute extends to private conspiracies as well as to conspiracies involving state action.[27] Quoting from the statute, the Court held that plaintiffs can establish conspiracies under § 1985(3) if their complaints allege:

> [T]hat the defendants did (1) "conspire . . ." (2) "for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws . . ." (3) [that the defendants committed] "any act in furtherance of the object of [the] conspiracy," whereby another was (4a) "injured in his person or property" or (4b) "deprived of having and exercising any right or privilege of a citizen of the United States."[28]

Following *Griffin*, the federal courts were flooded with cases brought by people claiming injuries resulting from conspiracies to violate civil rights,[29] and the courts undertook the task of defining the parameters of the four elements required for a cause of action under § 1985(3). Much of the debate centered around the conspiracy element, with the courts dividing over whether plaintiffs could establish conspiracies where the defendants were all employees of the same corporations.

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disuse after a series of Supreme Court decisions found a number of the new statutes unconstitutional. See, for example, *Civil Rights Cases*, 109 US 3, 26 (1885) (striking down Civil Rights Act of 1875 as impermissibly reaching private acts when Fourteenth Amendment only allows regulation of state action). See also Gormley, 64 Tex L Rev at 541-46 (cited in note 7) (explaining how § 1985(3) fell into disuse).

[25] 341 US 651, 661 (1951).

[26] Id at 661-62. Justice Jackson concluded that "[s]uch private discrimination is not inequality before the law unless there is some manipulation of the law or its agencies to give sanction or sanctuary for doing so." Id at 661. Jackson did concede, however, that § 1985(3) might cover a private conspiracy that was of such a magnitude that it effectively denied individuals their right to equal protection of the laws. Id at 662.

[27] 403 US 88, 101 (1971).

[28] Id at 102-03, quoting 42 USC § 1985(3) (second alteration in original).

[29] See, for example, *Dombrowski v Dowling*, 459 F2d 190, 196 (7th Cir 1972); *Girard v 94th Street and Fifth Avenue Corp*, 530 F2d 66, 72 (2d Cir 1976). See also Note, 92 Harv L Rev at 472-77 (cited in note 6) (reviewing post-*Griffin* case law).

1. Majority view: The intracorporate conspiracy doctrine applies to § 1985(3).

The majority of the federal circuits has opted to apply strictly the intracorporate conspiracy doctrine to litigation under § 1985(3). The Seventh Circuit set the standard in *Dombrowski v Dowling*, when it stated: "[T]he statutory requirement that 'two or more persons . . . conspire . . .' is not satisfied by proof that a discriminatory business decision reflects the collective judgment of two or more executives of the same firm."[30] Applying this reasoning, the court denied the plaintiff's § 1985(3) claim, holding that the plaintiff failed to establish the existence of a conspiracy.[31] Since this landmark decision, a number of the federal circuits have followed *Dombrowski* and applied the intracorporate conspiracy doctrine to § 1985(3) claims.[32]

The heavy reliance of the majority of the federal circuits on *Dombrowski* is troubling because that court offered little explanation for its application of the intracorporate conspiracy doctrine to § 1985(3). The *Dombrowski* court addressed the doctrine in one short paragraph of its opinion, and merely stated the doctrine without explaining why it should be applied in the context of civil rights law.[33]

The emergence of *Dombrowski* as a precedent for the application of the intracorporate conspiracy doctrine in the civil rights context is particularly surprising in light of the Seventh Circuit's dicta in that case. Specifically, the court left the door open to § 1985(3) plaintiffs injured by intracorporate conspiracies by stating that "[w]e do not suggest that an agent's action within the scope of his authority will *always* avoid a conspiracy finding."[34]

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[30] 459 F2d 190, 196 (7th Cir 1972).

[31] Id.

[32] Cases involving single government entities alone constitute a substantial line. See, for example, *Hull v Cuyahoga Valley Joint Vocational Sch Dist. Bd of Educ.*, 926 F2d 505, 509-10 (6th Cir 1991) (Intracorporate conspiracy doctrine bars § 1985(3) claims against local school board and officials.); *Moody v Jefferson Parish School Board*, 803 F Supp 1158, 1166 (E D La 1992), aff'd on other grounds, 2 F3d 604, 606 (5th Cir 1993) (same); *Runs After v United States*, 766 F2d 347, 354 (8th Cir 1985) (Intracorporate conspiracy doctrine applies to Native American tribal council, a quasi-governmental body.); *Edmonds v Dillin*, 485 F Supp 722, 728-29 (N D Ohio 1980) (Intracorporate conspiracy doctrine bars § 1985(3) claim against city and its officials.); *Gladden v Barry*, 558 F Supp 676, 679 (D DC 1983) (same); *Lieberman v Gant*, 474 F Supp 848, 875 (D Conn 1979), aff'd, 630 F2d 60 (2d Cir 1980) (Doctrine bars § 1985(3) claims against state university and officials.).

[33] 459 F2d at 196.

[34] Id (emphasis added). The court did not appear to view the fact that the alleged conspiracy was intracorporate as dispositive. Instead, the court indicated that it viewed the frequency of the alleged discriminatory acts as also an important factor, stating: "[I]f

Indeed, some courts, perhaps encouraged by this disclaimer, have seized on the *Dombrowski* court's reference to a "single act" of discrimination as a basis for rejecting the application of the intracorporate conspiracy doctrine where multiple discriminatory acts are involved.[35] Courts allowing for this exception find the presence of multiple acts to be more indicative of a conspiracy than single acts such as the "simple ratification of a managerial decision by directors."[36] This exception has been strongly criticized, however, on the basis that the "multiple acts" exception diverts attention away from the central issue in conspiracy law, which is whether there was indeed an agreement between a plurality of individuals.[37] Nevertheless, in light of the ambiguities in *Dombrowski*,[38] it seems odd that the federal courts now routinely cite to *Dombrowski* as establishing a blanket rule that the intracorporate conspiracy doctrine applies to § 1985(3).[39]

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the challenged conduct is essentially a single act of discrimination by a single business entity, the fact that two or more agents participated . . . will *normally* not constitute the conspiracy contemplated by this statute." Id (emphasis added).

[35] See *Stathos v Bowden*, 728 F2d 15, 21 (1st Cir 1984) (stating "a series of acts over time goes well beyond" the exception); *Rackin v University of Pennsylvania*, 386 F Supp 992 (E D Pa 1974) (explaining *Dombrowski* does not apply where there are multiple acts of discrimination).

[36] *Stathos*, 728 F2d at 21.

[37] In *Coley v M & M Mars, Inc.*, for example, the court explained that there is a "conceptual difficulty with the idea . . . that the number of discriminatory acts can create a conspiracy although each act is committed by a single entity." 461 F Supp 1073, 1076 (M D Ga 1978). See also *Weaver v Gross*, 605 F Supp 210, 214-15 (D DC 1985) (explaining that the relevant consideration is whether the employees were acting within the scope of their employment).

[38] In addition to the confusion over the significance of multiple acts, courts also puzzle over when a conspiracy is in fact intracorporate. Specifically, some courts allow causes of action under § 1985(3) in cases where one or more of the defendant employees acted outside the scope of employment. See *Girard v 94th Street and Fifth Avenue Corp*, 530 F2d 66, 72 (2d Cir 1976); *Garza v City of Omaha*, 814 F2d 553, 556 (8th Cir 1987); *Edmonds*, 485 F Supp at 729; *Weaver*, 605 F Supp at 214-15. According to these courts, when a defendant employee acts outside the scope of his employment, that employee becomes an independent actor, capable of conspiring with others. See, for example, *Garza*, 814 F2d at 556 (Employee acted outside scope of employment when acts were done for personal reasons.). This rule is unreliable and seldom applied, however, because the analysis is highly fact specific and because most courts simply view all acts by employees in their official capacities as within the scope of employment. See *Girard*, 530 F2d at 71-72; *Fallis v Dunbar*, 386 F Supp 1117, 1121 (N D Ohio 1974), aff'd, 532 F2d 1061 (6th Cir 1976).

[39] Another panel of the Seventh Circuit employed a different rationale in applying the intracorporate conspiracy doctrine to § 1985(3). In *Travis v Gary Community Mental Health Center, Inc.*, the court held that the doctrine should apply because it was an established common law rule when § 1985(3) was enacted in 1871. 921 F2d 108, 110 (7th Cir 1990). On whether it was so established, see text accompanying notes 56-73.

2. Minority view: The intracorporate conspiracy doctrine does not apply to § 1985(3).

A minority of the federal circuits has held that the intracorporate conspiracy doctrine has no application in the context of § 1985(3) civil rights litigation.[40] In *Novotny v Great American Federal Savings & Loan Association*, the Third Circuit rejected all three of the defendant's arguments for such an application.[41] In rendering its decision, the court first reasoned that neither the plain meaning nor the legislative history of the statute explicitly called for the application of the intracorporate conspiracy doctrine. Second, it explained that nothing in the "general tenets of conspiracy theory" prevented it from finding conspiracies within corporations.[42]

Finally, the court rejected the defendant's argument that the corporate entity shielded corporate employees from § 1985(3) liability.[43] The court noted that although the intracorporate conspiracy doctrine protects employees from liability for conspiracy in antitrust law, courts rarely apply the doctrine outside of its original, antitrust context. The court reasoned that while the doctrine serves a valuable purpose in antitrust law by facilitating competition and protecting the corporate decision-making process, it does not serve a similar purpose in civil rights law.[44]

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[40] See *Novotny v Great American Federal Savings & Loan Association*, 584 F2d 1235, 1256-59 (3d Cir 1978) (en banc), rev'd on other grounds, 442 US 366, 378 (1979); *Brever v Rockwell International Corp*, 40 F3d 1119, 1126-27 (10th Cir 1994); *United States v Hartley*, 678 F2d 961, 969-72 (11th Cir 1982); *Dussouy v Gulf Coast Investment Corp*, 660 F2d 594, 602 (5th Cir Nov 1981); *Jacobs v Board of Regents*, 473 F Supp 663, 670 (S D Fla 1979).

[41] 584 F2d 1235, 1256-59 (3rd Cir 1978) (en banc), rev'd on other grounds, 442 US 366, 378 (1979).

[42] Id at 1257.

[43] Id:

> [I]t is well-settled that an employer can conspire with his employee . . . . The assertion . . . must therefore be that incorporation confers on corporate employees an immunity from liability under § 1985(3).
>
> We see nothing in the policies underlying § 1985(3) that would support such an argument.

[44] Id at 1258. Specifically, the court observed that few business decisions affect civil rights, and those business decisions that do fall under § 1985(3) generally do not facilitate competition:

> The considerations which shape this antitrust doctrine, rooted in the tension between the policy of . . . fostering competition and the interest in not intermeddling unnecessarily in the internal entrepreneurial decisions of companies, do not lie parallel to the balance of concerns embodied in § 1985(3). . . . [W]hile almost any decision by a

Thus the *Novotny* court allowed the plaintiffs to proceed with their claims under § 1985(3) notwithstanding that the alleged conspirators were employees of a single corporation.[45]

3. The intracorporate conspiracy doctrine, § 1985(3), and employees of single government entities.

Courts have traditionally subjected state action to a higher level of scrutiny than purely private action. The tradition of scrutinizing state action more closely than private conduct derives from the Fourteenth Amendment, which established that individuals have rights that cannot be abridged by the states. As the Supreme Court explained in *Shelley v Kraemer*:

> The historical context in which the Fourteenth Amendment became a part of the Constitution should not be forgotten. Whatever else the framers sought to achieve, it is clear that the matter of primary concern was the establishment of equality in the enjoyment of basic civil and political rights and the preservation of those rights from discriminatory action on the part of the States.[46]

As a consequence of this mandate, the courts have long agreed that discriminatory state action should be closely monitored to guarantee that all citizens are accorded the equal protection of the laws.[47]

> corporation may have an effect on competitors, and thereby come within the potential purview of the antitrust law, . . . only a limited number of decisions will impact on "equal protection" and "equal privileges and immunities."

Id at 1258 n 121.

[45] Id at 1259.

[46] 334 US 1, 23 (1948). Although the decision in *Shelley* specifically dealt with racial discrimination, commentators agree that the Fourteenth Amendment targets discriminatory state action generally, with less attention given to purely private acts. See Richard S. Kay, *The State Action Doctrine, the Public-Private Distinction, and the Independence of Constitutional Law*, 10 Const Comm 329, 330 (1993) (noting that as a general rule, "the Constitution is especially concerned with the limitation of 'public' power," and less so with the limitation of "private" power).

[47] See *The Civil Rights Cases*, 109 US 3, 13-14 (1883) (Congress can enact legislation to correct defective state laws.); *Yick Wo v Hopkins*, 118 US 356 (1886) (invalidating city ordinance that enabled government officials to discriminate against Chinese businesses); *Hill v Texas*, 316 US 400 (1942) (holding state method of selecting grand jury members invalid because the law allowed officials to exclude potential black jurors); *Adarand Constructors, Inc. v Pena*, 115 S Ct 2097 (1995) (holding federal affirmative action program subject to strict scrutiny because it potentially violated the Fifth Amendment).

In light of the long tradition of holding discriminatory state action to a higher standard than private action, the intracorporate conspiracy doctrine should not prevent plaintiffs from bringing causes of action under § 1985(3) to redress harms caused by conspiracies within government entities. To date, however, only one court has explicitly reached this result. In *Rebel Van Lines v City of Compton*, a federal district court pointed out the longstanding legal tradition of allowing criminal conspiracy charges against employees of government entities.[48] "Even before the Supreme Court broadened the scope of § 1985(3) to include purely private conspiracies, the Court had routinely applied the statute to conspiracies within a single governmental entity."[49] In support of its contention, the court noted that the Supreme Court has on several occasions allowed criminal conspiracy charges to proceed against employees of single government entities, including members of local police departments and local election board commissioners.[50]

Moreover, the court reasoned that even if private businesses should typically be allowed to make business decisions without being subject to conspiracy liability, this concern does not carry as much weight in litigation involving § 1985(3) claims against employees of government entities. "Racial discrimination can never further any 'business purpose' of a governmental entity. To apply the intra-corporate conspiracy exception to [§ 1985 claims against employees of] public entities would immunize official policies of discrimination."[51] Based on these two arguments, the court allowed the plaintiffs to pursue their § 1985(3) claims against the employees of the City of Compton.[52]

The *Rebel Van Lines* court stands alone, however, in asserting that the intracorporate conspiracy doctrine does not shield employees of a single government entity from liability under § 1985(3). Most courts simply adhere to the standard established in

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[48] 663 F Supp 786, 792 (C D Cal 1987). Other courts that have decided whether § 1985(3) reaches conspiracies within government entities have simply relied on the established majority or minority viewpoints. See notes 30-45 and accompanying text.

[49] *Rebel Van Lines*, 663 F Supp at 792.

[50] Id. See *United States v Price*, 383 US 787, 799-807 (1966) (applying federal conspiracy statute to Mississippi police department); *Screws v United States*, 325 US 91 (1945) (remanding for new trial on conspiracy charges against police); *United States v Classic*, 313 US 299, 322-23 (1941) (Conspiracy statute reaches attempt by commissioners to stop citizens from voting.).

[51] *Rebel Van Lines*, 663 F Supp at 792-93.

[52] Id at 793.

Dombrowski and bar § 1985(3) causes of action.[53] A minority of courts, by contrast, has allowed plaintiffs to bring § 1985(3) claims against employees of single government entities, but only by applying a broader rule that the intracorporate conspiracy doctrine does not apply to civil rights law.[54] Thus, despite its historical support, the exception articulated by the court in *Rebel Van Lines* has failed to gain wide acceptance by the federal courts.

II. COMMON LAW, THE 42D CONGRESS, AND THE INTRACORPORATE CONSPIRACY DOCTRINE

The court in *Rebel Van Lines* was correct both as a matter of legal interpretation and as a matter of policy. The legislative history and purpose of § 1985(3) indicate that the 42d Congress intended for § 1985(3) to reach conspiracies within government entities. Moreover, conspiracies within government entities pose a substantial threat to society because they are more likely than individual acts to deny individuals the equal protection of the laws. Applying the intracorporate conspiracy doctrine in this context would undermine the substantive policy goals of § 1985(3) and contravene congressional intent.

A. The Intracorporate Conspiracy Doctrine and the Common Law: A Rationale for Applying the Doctrine to § 1985(3)?

The decision of a majority of federal courts to apply the intracorporate conspiracy doctrine to § 1985(3) is difficult to understand and difficult to justify. Most of these courts have blindly followed *Dombrowski*, which offers little explanation for the doctrine's application.[55] At least one court, however, has sought to justify the application of the doctrine in the § 1985(3) context on the ground that the doctrine was established at common law when the 42d Congress enacted the Ku Klux Klan Act in 1871. In *Travis v Gary Community Mental Health Center, Inc.*, the Seventh Circuit observed that common law courts had long viewed corporations as single, unitary actors.[56] Courts therefore "looked past the individual acts [of corporate employees] to concentrate

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[53] See note 32.

[54] See *Jacobs v Board of Regents*, 473 F Supp 663, 670 (S D Fla 1979) (limiting the intracorporate conspiracy doctrine to the antitrust context).

[55] See Section I.B.1.

[56] 921 F2d 108, 110 (7th Cir 1990).

on the collective decision [of the single corporation]."[57] Because the 42d Congress gave no indication that it wished to abrogate the common law, the court in *Travis* reasoned that Congress intended for the doctrine to apply to § 1985(3).[58] This reasoning is flawed, however, and its infirmities become apparent upon an examination of the Supreme Court's method for determining when common law rules should influence courts' interpretation of the Ku Klux Klan Act.

B. Determining When to Incorporate the Common Law into § 1985(3)

The *Travis* court's reasoning should be evaluated under the Supreme Court's standard, three-factor analysis for incorporating common law norms into § 1983, as articulated and applied in *Owen v City of Independence*.[59] In *Owen*, the Court explained that common law rules should only be incorporated into § 1983 where it can be shown that (1) the plain meaning of the statute did not abrogate the common law rule in question, (2) the rule was indeed established at the time the statute was enacted, and (3) incorporating the common law would not undermine the purpose and intent of the statute.[60]

The standard articulated in *Owen* should apply to § 1985(3) because § 1985(3) and § 1983 are similarly situated both in history and policy. Both statutes were passed as part of the Ku Klux Klan Act of 1871, an act in which the 42d Congress took broad steps to enforce the guarantees of the Fourteenth Amendment.[61] As such, both statutes share a common contextual history and purpose,[62] and should be subject to the same analysis regarding the incorporation of common law rules.

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[57] Id, citing *Trustees of Dartmouth College v Woodward*, 17 US (4 Wheat) 518, 636 (1819).

[58] 921 F2d at 110.

[59] 445 US 622, 635-56 (1980) (outlining requirements for incorporating common law immunities into § 1983). See also *Heck v Humphrey*, 114 S Ct 2364, 2375 n 1 (1994) (Souter, Blackmun, Stevens, and O'Connor concurring in judgment) (listing the factors used to determine when common law immunities may be incorporated into § 1983); *City of Newport v Fact Concerts, Inc.*, 453 US 247, 258-59 (1981) (same).

[60] 445 US at 635-56.

[61] See Everette Swinney, *Suppressing the Ku Klux Klan—The Enforcement of the Reconstruction Amendments 1870-1877* 160-65 (Garland 1987) (discussing the provisions of §§ 1 and 2 of the Ku Klux Klan Act, the predecessors of §§ 1983 and 1985(3), respectively); Gormley, 64 Tex L Rev at 536-37 (cited in note 7) (noting that both § 1983 and § 1985 were designed to enforce provisions of the Fourteenth Amendment).

[62] See Gormley, 64 Tex L Rev at 534-40 (cited in note 7).

The Supreme Court's analysis in *Owen* suggests that the *Travis* court improperly incorporated the intracorporate conspiracy doctrine into § 1985(3). By the same reasoning, *Owen* also intimates that the intracorporate conspiracy doctrine should not apply to government employees facing liability under § 1985(3). Although the plain meaning of the statute is ultimately inconclusive as to Congress's intent to abrogate the intracorporate conspiracy doctrine, the doctrine was not established at common law when § 1985(3) was enacted. Moreover, even assuming that it had been established, the doctrine cannot be applied to conspiracies within government entities because doing so would undermine one of the primary purposes of § 1985(3).

1. The plain meaning of § 1985(3).

Assuming, for the sake of argument, that the intracorporate conspiracy doctrine was established at common law, whether it is abrogated by the plain meaning of § 1985(3) is not clear. Section 1985(3) provides that an injured party may recover damages:

> If two or more persons in any State . . . conspire . . . for the purpose of depriving, *either directly or indirectly*, any person or class of persons of the equal protection of the laws, . . . or for the purpose of preventing or hindering the constituted authorities of any State . . . from giving or securing to all persons . . . the equal protection of the laws.[63]

The language of the statute arguably supports the positions of both opponents and proponents of the intracorporate conspiracy doctrine in the government entity context. Opponents of its application could argue that Congress clearly intended for the statute to reach *any* conspiracy that resulted in the denial of the equal protection of the laws. Indeed, the text of the statute does not mention any exceptions and certainly does not state an exception for agreements within corporate or government entities. On this account, applying the intracorporate conspiracy doctrine to government employees would contradict the plain meaning of the statute, as the statute would only be able to reach a portion of all conspiracies to deny individuals the equal protection of the laws.

Opponents of the doctrine might also contend that its application would seriously undermine the logic of § 1985(3). Protect-

[63] 42 USC § 1985(3) (emphasis added).

ing employees of a government entity from liability under § 1985(3) would lead to the odd result that the statute would reach private conspiracies, but would not reach the often more dangerous conspiracies that occur within government entities.

Proponents of the intracorporate conspiracy doctrine, however, could contend that the preceding analysis misses the point, because § 1985(3) refers solely to conspiracies. Without any explicit statement to the contrary, proponents could argue, "conspire" must be given its common law meaning. If the intracorporate conspiracy doctrine was established at common law, then the plain meaning of § 1985(3) indicates that Congress did not intend for the statute to reach agreements between employees of a single corporation or government entity. Because Congress only generally discussed the term "conspire" and made no explicit statement abrogating the intracorporate conspiracy doctrine, one could conclude that Congress did not intend for § 1985(3) to reach intracorporate agreements.

Since the plain meaning of § 1985(3) is inconclusive, the next step is to examine whether the intracorporate conspiracy doctrine was established at common law. If so, then one could credibly claim that it should be read into § 1985(3).

2. The intracorporate conspiracy doctrine at common law.

Unfortunately for proponents of the doctrine, it is not at all clear that the intracorporate conspiracy doctrine was well established at the time § 1985(3) was passed. Although common law courts viewed the corporation as one entity,[64] nothing indicates that the courts allowed the corporate entity to shield individuals from liability for legal transgressions (conspiracy or otherwise) they carried out while working for the corporation. Prior to the passage of § 1985(3), a number of courts held that criminal charges should be allowed against individual employees despite the fact that they committed the alleged crimes on behalf of corporate entities.[65] Likewise, as early as 1854, courts had held

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[64] *Paul v Virginia*, 75 US (8 Wall) 168, 181 (1868); Blackstone, 1 *Commentaries* *456 (cited in note 17).

[65] See *State v Great Works Milling & Manufacturing Co.*, 20 Me 41, 44 (1841) ("[W]hen a crime or misdemeanor is committed under color of corporate authority, the individuals acting in the business, and not the corporation should be indicted."); *State v Patton*, 26 NC 16, 17 (1843) (President and directors of a turnpike company, as well as the company itself, may be held liable for allowing the turnpike to fall into disrepair.). See also Brickey, 1 *Corporate Criminal Liability* § 2:04 at 20-23 (cited in note 8).

corporate employees liable for conspiracy despite the fact that they were employed by the same corporation.[66]

A number of early cases suggest that the courts were inclined to allow conspiracy charges, both criminal and civil, to proceed against employees of single government entities. For example, in 1854, the Supreme Court of Maine allowed a plaintiff to bring an action for trespass on the case against employees of the local prosecutor's office for conspiring to prosecute without probable cause.[67] In 1875, the New York Court of Appeals ruled that criminal conspiracy charges would lie against the commissioners of charities of Kings County if the plaintiff could show that the commissioners acted with criminal intent when they made the agreement in question.[68] Thus, although the relevant precedents are limited in number, they indicate that courts, both immediately prior to and immediately after the passage of § 1985(3), allowed conspiracy charges to proceed against employees of the same government entity.[69]

Significantly, in 1871, no common law precedent had invoked the intracorporate conspiracy doctrine, or any similar rule, to bar a plaintiff from bringing a cause of action to redress harms caused by a conspiracy among employees of a single corporation. Indeed, the doctrine did not finally take shape until the 1950s, when courts settled on applying the doctrine to § 1 of the Sherman Act.[70] In *Travis*, the Seventh Circuit suggested that the decision in *Trustees of Dartmouth College v Woodward*[71] supported its claim that the intracorporate conspiracy doctrine was an established part of the common law when Congress enacted § 1985(3).[72] The decision in *Dartmouth College*, however,

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[66] *Page v Cushing*, 38 Me 523, 527 (1854) (Trespass on the case allowed against local prosecutor's office employees.). See also *State v Donaldson*, 32 NJ L 151, 156 (NJ Super Ct 1867) (criminal conspiracy charges upheld against employees of the same corporation who attempted to coerce their employer into firing other employees). Indeed, according to one commentator, it was often the case at the time § 1985(3) was enacted that individuals could be held liable for wrongs committed on behalf of the corporation. Joel Prentiss Bishop, 1 *Commentaries on the Criminal Law* § 424 at 261 (Little, Brown 5th ed 1872).

[67] *Page*, 38 Me at 527.

[68] *State v Powell*, 63 NY 88, 92 (1875).

[69] Id. See also *Ochs v People*, 124 Ill 399, 16 NE 662, 670 (1888) (upholding conviction of county commissioners for conspiring to award county contracts to favored contractors).

[70] See note 8.

[71] 17 US (4 Wheat) 518, 664-66 (1819) (holding that the Constitution bars states from interfering with Dartmouth's original charter from the British Crown).

[72] According to the *Travis* court, *Dartmouth College* stood for the proposition that common law courts "looked past the individual acts [of corporate employees] to concentrate on the collective decision [of the single corporation]." *Travis*, 921 F2d at 110, citing *Dartmouth College*, 17 US (4 Wheat) at 636.

merely reflects the aforementioned common law view of corporations as single, unitary actors; it does not specifically deal with either conspiracy law or the intracorporate conspiracy doctrine.[73]

Thus, the intracorporate conspiracy doctrine was not established at common law when Congress enacted § 1985(3). In fact, the precedents indicate that the courts generally allowed conspiracy claims to proceed against employees of the same government entity or corporation. Given this state of the common law in 1871, Congress could hardly have intended for the courts to interpret the intracorporate conspiracy doctrine into the newly enacted civil rights laws.

3. The legislative history and purpose of § 1985(3).

Even if one were to assume that the intracorporate conspiracy doctrine existed at common law when Congress enacted § 1985(3), the statute's legislative history indicates that the doctrine is at odds with § 1985(3)'s stated purpose. In passing § 1985(3), Congress was primarily concerned with the Ku Klux Klan's political power and its ability to conspire to interfere with local and state governments' efforts to provide equal protection of the laws.[74] One can infer from this concern that Congress intended for § 1985(3) to reach conspiracies within government

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[73] See *Dartmouth College*, 17 US (4 Wheat) at 636. In *Dartmouth College*, the Court was faced with the question whether the state, without the college's consent, could alter the college's corporate charter. Id at 626-27. The Court held that because Dartmouth College was a private corporation, its articles of incorporation represented a contract, and could not be altered without mutual agreement. Id at 664-66. The Court briefly discussed the nature of a corporation as a single entity, see id at 636, but had no occasion to discuss either conspiracy law or the intracorporate conspiracy doctrine.

[74] Several members of the House of Representatives viewed the Ku Klux Klan as a political organization. Representative Stoughton, for example, assessed the political threat as follows:

> [I]f this system of [Klan] violence is to continue in the South the Democratic party will secure the ascendancy. If political opponents can be marked for slaughter by secret bands of cowardly assassins who ride forth with impunity . . ., it will be fatal alike to the Republican party and civil liberty.

Cong Globe, 42d Cong, 1st Sess 321 (Mar 28, 1871). See also Cong Globe, 42d Cong, 1st Sess 391 (Apr 1, 1871) (Rep Elliot stating that "the design of the Ku Klux is political"); Cong Globe, 42d Cong, 1st Sess 252 (Apr 4, 1871) (Sen Morton stating that crimes committed by Klan intend to "drive those who are supporting the Republican party to abandon their political faith or to flee from the State"). See also Mark Fockele, Comment, *A Construction of § 1985(3) in Light of Its Original Purpose*, 46 U Chi L Rev 402, 407-20 (1979) (reviewing legislative history from the 42d Congress showing that Congress viewed the Ku Klux Klan as a political organization).

entities, as those conspiracies clearly hinder the government's ability to provide individuals with the equal protection of the laws.

Although Congress generally debated the scope of the Ku Klux Klan Act, it did not specifically address the meaning and scope of the term "conspire." During the debates in both the Senate and the House of Representatives, proponents of the Act referred to conspiracy in general terms. Specifically, they argued that § 1985(3) should apply to private conspiracies as well as to those involving state action.[75] Representative Shellabarger, the sponsor of the bill in the House, explained that "[t]he whole design and scope of [§ 1985(3)] was to do this: to provide for the punishment of *any* combination or conspiracy to deprive a citizen of the United States of such rights and immunities as he has by virtue of the laws of the United States."[76] Broad statements such as this one indicate that Congress intended § 1985(3) to reach all conspiracies, including those within government entities.

Of course, this negative inference is not the only possible interpretation of the legislative history. Although the preceding history indicates that Congress intended for § 1985(3) to reach a broad range of conspiracies, it does not necessarily follow that Congress understood the term conspiracy to include intracorporate conspiracies. Indeed, proponents of the doctrine could point out that the legislative history does not explicitly indicate that Congress understood the term conspiracy as including conspiracies within government or corporate entities. Thus, this portion of the legislative history, while suggestive, is not dispositive.

Despite its failure to define the scope of the term conspiracy, courts should infer that Congress intended the statute to reach conspiracies within government entities in light of its purpose to control the Ku Klux Klan. Applying the intracorporate conspiracy

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[75] Cong Globe, 42d Cong, 1st Sess 382 (Apr 1, 1871) (Rep Hawley arguing that if Congress cannot reach conspiracies to deprive citizens of their rights, "then the Constitution of the United States is of no value whatsoever").

[76] Id (emphasis added). Representative Cook echoed these sentiments, stating that:

> [E]*very combination of men by force and intimidation or threat . . . to induce the Legislature of a state by unlawful means to deprive citizens of the equal protection of the laws* . . . [violates] the Constitution of the United States, and may be . . . punished by national law. And that . . . is the distinct principle on which this bill was founded.

Cong Globe, 42d Cong, 1st Sess 486 (Apr 5, 1871) (emphasis added).

doctrine to conspiracies within government entities would thwart Congress's intent to prevent the Ku Klux Klan from gaining control over parts of the government and to prevent them from using governmental power to deny individuals equal protection of the laws. The legislative history demonstrates that Congress viewed the Klan as a political organization, and that § 1985(3) was passed, at least in part, out of fear that the Klan would ultimately use its power to control the government. Echoing the concerns of many other members of Congress, Representative Snyder explained:

> That immense combinations and conspiracies, bound by terrible oaths, and known under the [name] of the . . . Ku Klux Klan . . . exist in the . . . southern States, there can be no doubt.
>
> . . .
>
> [T]heir object [is] the destruction of Republicanism, the overthrow of the whole system of reconstruction, and the ultimate possession of Government.[77]

Congress thus enacted § 1985(3) with the primary purpose of preventing the Ku Klux Klan from undermining the ability of state and local governments to preserve the rights granted to individuals under the reconstruction laws.[78]

If Congress was indeed concerned about preventing the Ku Klux Klan from undermining the equal protection efforts of state and local governments, then the intracorporate conspiracy doctrine should not prevent § 1985(3) from reaching conspiracies within government entities. Applying the doctrine to such conspiracies would severely undercut the effectiveness of the statute. Moreover, it would leave a gap in the statute's application: the

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[77] Cong Globe, 42d Cong, 1st Sess app 201 (Apr 6, 1871). Representative Mercur agreed, stating that "[the select committee found that] the Ku Klux organization does exist, has a political purpose, is composed of members of the Democratic or Conservative party, [and] has sought to carry out its purpose by murders, whippings, intimidations, and violence against its opponents." Cong Globe, 42d Cong, 1st Sess app 181 (Apr 6, 1871).

[78] Representative Shellabarger argued that the Ku Klux Klan sought to roll back the newly recognized individual rights conferred by the reconstruction laws. He explained that "these banded conspirators have the political aims I attribute to them, to wit, to 'trample into dust' these newly-acquired political rights of the freedmen and the constitutions and laws that confer them." Cong Globe, 42d Cong, 1st Sess 517 (Apr 6, 1871). See also Fockele, Comment, 46 U Chi L Rev at 411 (cited in note 74) (noting Klan's purpose of "overthrow[ing] reconstruction policy" in order to "withdraw from the freedmen the equal protection of the laws").

statute would reach private conspiracies, but it would not reach conspiracies composed entirely of government employees. It would be ironic indeed if the intracorporate conspiracy doctrine were to make the government, the body charged with enforcing the laws, the only safe haven for those who would conspire to deny others the equal protection of those same laws. The only way for the courts to completely effectuate Congress's intent is to bar the intracorporate conspiracy doctrine from protecting employees of a single government entity in § 1985(3) cases.

III. CONSPIRACIES WITHIN GOVERNMENT ENTITIES AND THE SELECTION OF PRECEDENT

Courts facing the issue of whether the intracorporate conspiracy doctrine should apply to a given body of law must consider whether applying the doctrine generally facilitates or undermines the substantive goals of the body of law in question. When making this determination, courts should look to both criminal and civil case law for guidance, since the doctrine operates in the same technical fashion in each of these contexts.[79]

Courts considering whether to apply the intracorporate conspiracy doctrine to § 1985(3) inevitably must decide whether to rely on criminal law precedents or antitrust law precedents. In the criminal context, it is well established that the corporate entity cannot shield employees from criminal liability.[80] In antitrust law, however, the courts uniformly agree that the intracorporate conspiracy doctrine does apply, and that it shields corporate employees from conspiracy liability for intracorporate agreements.[81] Because the intracorporate conspiracy doctrine has only recently become an issue in civil rights law, courts evaluating it must decide which of these lines of precedent to follow.

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[79] For example, the intracorporate conspiracy doctrine applies to both criminal and civil actions brought under § 1 of the Sherman Act. See text accompanying note 96. Also see generally Sarah N. Welling, *Intracorporate Plurality in Criminal Conspiracy Law*, 33 Hastings L J 1155 (1982) (analyzing the different policy justifications for applying the doctrine in criminal, antitrust, and civil rights law). As an additional comparison between civil and criminal law precedents, consider *Monroe v Pape*, in which the Supreme Court relied on criminal civil rights statutes and case law to interpret 42 USC § 1983, a statute authorizing civil penalties for civil rights violations. 365 US 167, 183-87 (1961), overruled by *Monell v New York City Department of Social Services*, 436 US 658, 695-96 (1978). See also *Novotny*, 584 F2d at 1238-39 (relying on criminal conspiracy precedents as grounds for rejecting doctrine in § 1985(3) context).

[80] See Section III.A.1.

[81] See Section III.A.2.

Reliance on antitrust precedents in the civil rights context is misguided.[82] Courts that apply the intracorporate conspiracy doctrine to § 1985(3) argue that the doctrine serves to protect the integrity of the corporate decision-making process.[83] Without such protection, these courts reason, virtually every discussion between employees about business policy or strategy could be deemed a conspiracy.[84] This concern, however, is outweighed by the significant dangers posed by conspiracies among government employees. Furthermore, government employees do not need the intracorporate conspiracy doctrine to protect the integrity of their decision-making process; unlike employees of private corporations, government employees already receive sufficient protection from the common law doctrine of qualified immunity to civil liability.[85]

A. The Historical Treatment of the Intracorporate Conspiracy Doctrine in Criminal and Antitrust Law

1. The intracorporate conspiracy doctrine in criminal law.

Courts today uniformly reject the intracorporate conspiracy doctrine in criminal conspiracy cases and routinely hold government employees and employees of single corporations liable for criminal conspiracies.[86] Although it is difficult to identify a single case that established this rule (of not applying the doctrine in criminal conspiracy cases), a number of landmark cases outline the reasoning behind the ultimate rejection of the intracorporate conspiracy doctrine in criminal conspiracy law.

Both federal and state courts reject the intracorporate conspiracy doctrine in criminal conspiracy law because the purpose

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[82] Other commentators agree. See Milton Handler and Thomas A. Smart, *The Present Status of the Intracorporate Conspiracy Doctrine*, 3 Cardozo L Rev 23, 72-75 (1981); Lawrence C. McQuade, *Conspiracy, Multicorporate Enterprises, and Section 1 of the Sherman Act*, 41 Va L Rev 183, 184-88 (1955).

[83] See, for example, *Travis*, 921 F2d at 110 (arguing that intracorporate discussions lie outside the domain of § 1985).

[84] Id.

[85] See *Harlow v Fitzgerald*, 457 US 800, 815-19 (1982) (explaining concept and parameters of common law qualified immunity); 63A Am Jur 2d Public Officers and Employees §§ 358-70 at 924-40 (1984 & Supp 1995) (same).

[86] See, for example, *United States v Mosley*, 238 US 383, 386 (1915) (conspiracy between two county election board members); *Mininsohn v United States*, 101 F2d 477, 478 (3d Cir 1939) (conspiracy between corporation and employees); *United States v Hartley*, 678 F2d 961, 972 (11th Cir 1982) (same); *United States v Classic*, 313 US 299, 322 (1941) (conspiracy between election officials); *Bell v City of Milwaukee*, 746 F2d 1205, 1253-68 (7th Cir 1984) (conspiracy to cover up facts behind a killing by a police officer).

served by applying the common law rule that corporations are single, unitary actors is outweighed by the inherent danger posed by criminal conspiracies. Generally, the single, unitary actor rule is invoked to force corporations to take financial responsibility for the harms they or their employees cause.[87] In criminal conspiracy law, however, the group danger posed by conspiratorial agreements between corporate employees is too great to allow the corporate entity to shield the employees from liability.[88] In short, the need to punish corporate employees for the group danger posed by their criminal conspiracies outweighs the value of regarding corporations as single actors.

In *Standard Oil Co. v State*, for example, the Supreme Court of Tennessee explained why it could not allow the corporate entity to shield corporate employees from liability for criminal conspiracy.[89] Although the employees were acting on behalf of the corporation, they still maintained individual juridical identities and thus were legally responsible for their actions. In a spirited opinion, the court reasoned that to exonerate corporate employees from criminal conspiracy charges would be to declare that corporate employees are "mere tools" of their employers "without minds" and without a sense of responsibility for their deeds. "[T]he result would be that those whose minds conceived and planned and whose hands consummated a crime would not be within the reach of the law and would escape punishment. This cannot be."[90] Consequently, the court held that individual employees retain personal responsibility for their own criminal actions and should not be able to hide behind the corporate entity.[91]

Commentators also agree that the intracorporate conspiracy doctrine does not shield corporate employees from liability for criminal conspiracy.[92] Scholars have argued that the courts

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[87] See *Hartley*, 678 F2d at 970 (Corporation must "shoulder financial responsibility" for negligent acts.).

[88] Id. See also *Dussouy v Gulf Coast Investment Corp*, 660 F2d 594, 603-04 (5th Cir Nov 1981) (finding that state law rejects intracorporate conspiracy doctrine even in antitrust context).

[89] 117 Tenn 618, 100 SW 705, 716-18 (1907).

[90] Id at 717-18.

[91] Id. See also *United States v Consolidated Coal Co.*, 424 F Supp 577, 581 (S D Ohio 1976) (Individual can make own decisions, so therefore an employee can conspire with a corporation.).

[92] See, for example, Brickey, 1 *Corporate Criminal Liability* § 6:21 at 217 (cited in note 8) (Intracorporate conspiracy doctrine does not extend to criminal cases.); Welling, 33 Hastings L J at 1191-1201 (cited in note 79) (arguing that allowing criminal conspiracies to be found among corporate employees best upholds goals of conspiracy law).

should hold corporate employees liable for criminal conspiracy because doing so better serves the purposes and goals of conspiracy law.[93] Other commentators reason that since intracorporate conspiracies pose the same threats to society as conspiracies formed outside corporations, courts should hold the conspirators equally liable in both cases.[94] Finally, some commentators simply reason that since corporate employees are individual actors, they are guilty of conspiring if they join together in criminal activity.[95] However, regardless of the justification, both courts and commentators agree that the intracorporate conspiracy doctrine should not shield employees of the same government entity or private corporation from liability for criminal conspiracy.

2. The intracorporate conspiracy doctrine and antitrust law.

In contrast to their approach to criminal conspiracy law, courts uniformly agree that the intracorporate conspiracy doctrine applies to both criminal and civil actions under § 1 of the Sherman Act, which prohibits conspiracies and contracts in restraint of trade.[96] Although the statute does not specify whether it reaches conspiracies within corporations in addition to conspiracies between corporations, courts today apply the intracorporate conspiracy doctrine to limit the statute's scope to conspiracies between corporations.[97]

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[93] Welling, 33 Hastings L J at 1199 (cited in note 79) (stating that holding corporate employees liable for criminal conspiracy serves the end of punishing the employees for posing increased danger to society through group criminal activity and noting that conspiracies make complex crimes more feasible and more difficult to detect).

[94] Developments in the Law, *Criminal Conspiracy*, 72 Harv L Rev 920, 953 (1959) ("[T]he essence of conspiracy rationales are present to the same extent as if the same persons combined their resources without incorporation.").

[95] Hoffman, Comment, 72 Ky L J at 233 (cited in note 6).

[96] Section 1 of the Sherman Act provides: "Every contract, combination . . . or conspiracy, in restraint of trade . . . is declared to be illegal." 15 USC § 1. In *Copperweld Corp v Independence Tube Corp*, the Supreme Court held that § 1 does not apply to wholly intracorporate agreements. 467 US 752, 767 (1984). Since both civil and criminal liability for conspiracies to restrain trade hinge on whether the defendant violated § 1, the intracorporate conspiracy doctrine applies to both criminal and civil actions under the Act. See 15 USC §§ 1, 15 (1994).

[97] See *Copperweld*, 467 US at 767. Prior to *Copperweld*, at least two courts had suggested that employees of a single corporation could constitute the plurality of actors necessary to a conspiracy to violate the antitrust laws. See *Patterson v United States*, 222 F 599, 619 (6th Cir 1915); *White Bear Theater Corp v State Theater Corp*, 129 F2d 600, 606 (8th Cir 1942). However, to the extent that these cases did suggest antitrust intracorporate conspiracies were possible, they have been overruled by *Copperweld*, which clearly held that intracorporate agreements do "not raise the antitrust dangers that § 1 [of the Sherman Act] was designed to police." 467 US at 769. Moreover, *White Bear* and

Courts have offered two justifications for applying the intracorporate conspiracy doctrine in the antitrust context. First, some courts reason that the group danger targeted by the Sherman Act only arises when independent economic actors, such as separate corporations, join forces to restrain trade.[98] Because the Sherman Act seeks to foster competition, group danger only arises under § 1 when corporations that were previously competing and pursuing independent economic goals conspire to restrain trade. Agreements of this nature pose a threat to society because they are anticompetitive and tend to restrict output and raise prices.[99]

Agreements between employees of the same corporation, by contrast, do not pose the same dangers. Rather than being anticompetitive, agreements between employees of the same corporation may actually facilitate competition by enhancing the ability of the corporation to compete in the marketplace.[100] Moreover, agreements between employees of the same corporation do not present the specter of independent economic actors joining forces behind a common anticompetitive goal.[101] Because intracorporate agreements do not pose the same group dangers as other agreements, the intracorporate conspiracy doctrine properly shields corporate employees from antitrust conspiracy liability.[102]

Patterson likely have little precedential value in any event since neither directly addresses the intracorporate conspiracy doctrine. See Welling, 33 Hastings L J at 1165-67 (cited in note 79).

[98] See, for example, *Copperweld*, 467 US at 769.

[99] Id at 768-69.

[100] Id at 769.

[101] As the Court in *Copperweld* explained:

> [A]n internal "agreement" to implement a single, unitary firm's policies does not raise the antitrust dangers that § 1 [of the Sherman Act] was designed to police. The officers of a single firm are not separate economic actors pursuing separate economic interests, so agreements among them do not suddenly bring together economic power that was previously pursuing divergent goals. Coordination within a firm is as likely to result from an effort to compete as from an effort to stifle competition.

Id.

[102] Id at 767. See also The Attorney General's National Committee to Study the Antitrust Laws 31 (US GPO 1955):

> Restraining trade is not illegal, but only contracting, combining and conspiring in restraint of trade. Since . . . the normal commercial conduct of a single trader acting alone may restrain trade, many activities of any business could be interdicted were joint action solely by the agents of a single corporation acting on its behalf itself held to constitute a conspiracy in restraint of trade.

As a second justification for applying the intracorporate conspiracy doctrine in antitrust law, courts reason that without the doctrine, conspiracy law would reach even the most mundane, day-to-day business decisions. Corporate employees should be free to have discussions about how the corporation will carry out its business affairs.[103] If the Sherman Act reached these types of discussions, it might deter corporate employees from discussing actions or making decisions that benefitted their corporation and actually increased the level of competition in the market.[104] The intracorporate conspiracy doctrine therefore protects the freedom of corporate employees to confer and make business decisions on behalf of the corporation.[105]

Commentators disagree on the wisdom of applying the intracorporate conspiracy doctrine to the Sherman Act. While some agree with the current rule that applies the doctrine wholesale to antitrust conspiracy cases,[106] others argue for a more individualized approach that would require courts to evaluate both intra- and intercorporate agreements to determine if those agreements resulted in unreasonable restraints of trade.[107] Although courts have disagreed, advocates of the individualized approach argue that it would enable the courts to reach all agreements that hamper the competitive market, thereby better upholding the purpose behind the Sherman Act.[108]

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[103] For example, the court in *Nelson Radio & Supply Co. v Motorola, Inc.* responded to the plaintiff's claim that the Sherman Act reached agreements among employees of the same corporation with incredulity: "Surely discussions among [corporate employees] concerning the price at which the corporation will sell its goods, the quantity it will produce, the type of customers or market to be served, or the quality of goods to be produced do not result . . . in a conspiracy in unlawful restraint of trade under the Sherman Act." 200 F2d 911, 914 (5th Cir 1952).

[104] Id. See also *Copperweld*, 467 US at 769.

[105] See *Nelson Radio*, 200 F2d at 914.

[106] See, for example, George W. Stengel, *Intra-Enterprise Conspiracy Under Section 1 of the Sherman Act*, 35 Miss L J 5, 8 (1963); William S. Brewbaker III, *Antitrust Conspiracy Doctrine and the Hospital Enterprise*, 74 BU L Rev 67, 72-76 (1994); Denise D. Daggett, Note, *Antitrust—Section 1 of the Sherman Act and the Intra-Enterprise Doctrine*—Copperweld Corp. v. Independence Tube Corp., 21 Wake Forest L Rev 463, 481-83 (1986).

[107] See Peter J. Alessandria, Comment, *Intra-Entity Conspiracies and Section I of the Sherman Act: Filling the "Gap" after* Copperweld Corp. v. Independence Tube Corp., 34 Buff L Rev 551, 586-92 (1985); Welling, 33 Hastings L J at 1167 (cited in note 79); Richard V. Barndt, *Two Trees or One?—The Problem of Intra-Enterprise Conspiracy*, 23 Mont L Rev 158, 186-87 (1962); S. John Goodwin, *The Demise of the Intra-Enterprise Conspiracy Doctrine: Flexible Antitrust Enforcement Policy Abandoned in a Maze of Economic Certainty*—Copperweld Corp. v. Independence Tube Corp., *104 S.Ct. 2731 (1984)*, 60 Wash L Rev 757, 776-79 (1985).

[108] Single corporations have the ability in some circumstances to restrain trade by

B. Government Entities, § 1985(3), and the Selection of Precedent

The preceding analysis demonstrates that courts must weigh two factors when deciding whether the intracorporate conspiracy doctrine should apply to a given body of law. On one hand, courts must consider the magnitude of the group danger employees of the same corporation pose to society when they form conspiracies. If the danger is significant, then the scales tip heavily toward relying on criminal conspiracy precedents and allowing conspiracy claims against employees of the same corporation. On the other hand, courts must consider whether allowing such claims would hamper the employees' ability to confer and make routine business decisions. If corporate decision making would be severely hampered by the prospect of these claims, then the scales tip toward relying on antitrust precedents and applying the intracorporate conspiracy doctrine.

In the civil rights context, these considerations counsel against the application of the doctrine.[109] At first glance, the *Novotny* court's reasoning appears decisive because the justifications for applying the intracorporate conspiracy doctrine in antitrust law appear inapposite.[110] As the *Novotny* court stated, the antitrust concerns "do not lie parallel" to the concerns in civil rights law.[111] Specifically, applying the doctrine to § 1985(3) frustrates the statute's ability to target the group danger arising from conspiracies. Applying the doctrine to antitrust law, by contrast, does not frustrate § 1 of the Sherman Act, because there, group danger arises only when corporations conspire. In addition, § 1985(3) does not directly relate to business activities and thus does not pose a substantial threat to competition and business

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hampering their competitors' ability to trade on the market. Note, *Intra-Enterprise Conspiracy Under Section 1 of the Sherman Act: A Suggested Standard*, 75 Mich L Rev 717, 732-34 (1977).

[109] Some courts and commentators have expressed the concern that without proper limitation, the scope of § 1985(3) would become so broad as to convert the statute into a "federal tort law." See *Griffin*, 403 US at 101-02; *McLellan v Mississippi Power & Light Co.*, 545 F2d 919, 940-41 (5th Cir 1977) (Godbold dissenting); Note, 92 Harv L Rev at 484 (cited in note 6). However, the reach of § 1985(3) can be limited by means less harsh than the absolute bar imposed by the intracorporate conspiracy doctrine. For example, some courts require the plaintiff to prove that the conspiracy was "motivated by 'some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirator's action.'" *United Brotherhood of Carpenters, Local 610 v Scott*, 463 US 825, 829 (1983), quoting *Griffin*, 403 US at 102.

[110] 584 F2d at 1256-59. See Section I.B.2.

[111] 584 F2d at 1258 n 121.

decision making.[112] While allowing § 1 of the Sherman Act to reach intracorporate discussions might hamper corporate decision making, allowing § 1985(3) to reach discussions within government entities should not pose this problem because government officials receive sufficient protection through the common law doctrine of qualified immunity.[113] The differences between antitrust and civil rights law and the factors generally balanced by the courts make the choice clear: the intracorporate conspiracy doctrine should not apply in § 1985(3) cases.

Despite this reasoning, most courts have declined to follow *Novotny*.[114] There are, however, two additional reasons why the intracorporate conspiracy doctrine should not shield government employees from liability under § 1985(3). First, conspiracies within government entities pose a significant group danger, and § 1985(3) provides the most effective means for addressing that danger. Second, the intracorporate conspiracy doctrine is not necessary to protect decision making within government entities; government officials already enjoy qualified immunity to civil liability.

1. Government entities, group danger, and conspiracies to violate civil rights.

The intracorporate conspiracy doctrine should not apply when government employees face liability under § 1985(3) because conspiracies within government entities pose a substantial danger to society and because § 1985(3) provides the most reliable remedy for individuals injured by these conspiracies. Both Congress and the judiciary have long traditions of carefully monitoring the actions of local and state governments, and through § 1985(3) they have sought to provide individuals with federal recourse if their local or state government denies them equal protection of the laws. It would be inconsistent with this goal to apply the intracorporate conspiracy doctrine to § 1985(3), thereby denying injured parties one of the most reliable means for combating and deterring the group danger that results when government officials conspire to violate an individual's civil rights.

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[112] Id.

[113] See Section III.B.2.

[114] See, for example, *Runs After v United States*, 766 F2d 347, 354 (8th Cir 1985) (following majority rule); *Travis*, 921 F2d at 110 (same). See also Section I.B.1.

a. The long tradition of protecting individuals from harm caused by the government. Throughout the debates preceding the ratification of the Fourteenth Amendment, several state legislators and members of Congress argued in favor of strict controls on the exercise of state power.[115] New York Attorney General J.H. Martindale made one of the most compelling cases in favor of controlling such power, contending that state and local governments could not be allowed to accord different sets of rights to different classes of individuals.[116] Thus, the Fourteenth Amendment provides individuals with a right of national citizenship, which in turn entitles them to protection from action by state or local governments intended to deny them access to fundamental rights.[117]

Moreover, the federal judiciary has consistently held that Congress may pass legislation to enforce the Fourteenth Amendment and control civil rights violations by government officials.[118] Between the ratification of the Fourteenth Amendment and the Supreme Court's decision in *Griffin* to extend the reach of § 1985(3) to cover private conspiracies,[119] the judiciary held firm in its view that the Fourteenth Amendment conferred on Congress broad power to legislate against governmental violations of civil rights.[120]

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[115] During the debate and ratification of the Fourteenth Amendment, a number of Congressmen expressed support of the Amendment as a tool for preventing abuses of government power. See, for example, Cong Globe, 39th Cong, 1st Sess 2766 (May 23, 1866) (Sen Howard stating that "[t]he great object of the first section of [the] amendment is [ ] to restrain the power of the States and compel them at all times to respect these great fundamental guarantees"); Cong Globe, 40th Cong, 2d Sess 514-15 (Jan 14, 1868) (Rep Bingham stating that "when [any state] shall in its madness . . . refuse [to provide any citizen] any of the rights which pertain to American citizenship . . . , [the Fourteenth Amendment] will be redress for [that] wrong"). See also Joseph B. James, *The Framing of the Fourteenth Amendment* 160 (Illinois 1956) (quoting Rep Bingham explaining the Amendment as "impos[ing] a limitation upon the States to correct their abuses of power").

[116] Letter from J.H. Martindale to John Sherman (May 12, 1866), quoted in William E. Nelson, *The Fourteenth Amendment: From Political Principle to Judicial Doctrine* 128 (Harvard 1988).

[117] See Swinney, *Suppressing the Ku Klux Klan* at 15-16 (cited in note 61).

[118] See, for example, *The Civil Rights Cases*, 109 US 3, 11 (1883) (Fourteenth Amendment allows Congress to provide "redress against the operation of [discriminatory] State laws."); *United States v Cruikshank*, 92 US 542, 555 (1875) (Fourteenth Amendment empowers Congress "to see that states do not deny" equal protection.). See also US Const, Amend XIV, § 5 ("The Congress shall have power to enforce, by appropriate legislation, the provisions of this article.").

[119] See text accompanying notes 27-29.

[120] Interestingly, the judiciary allowed Congress to regulate civil rights violations by the government even during times when it was generally hostile to civil rights legislation. See *Ex Parte Virginia*, 100 US 339, 348 (1879) (Fourteenth Amendment prohibits state

Prior to its decision in *Griffin*, the Supreme Court had adhered to a restrictive view of Congress's power to legislate under the Fourteenth Amendment, both when considering civil rights legislation generally and when considering § 1985(3) in particular. After the Reconstruction, the Court routinely struck down civil rights laws intended to regulate private conduct.[121] In doing so, however, the Court consistently indicated that it would uphold laws aimed solely at regulating civil rights violations committed by states or by state officials.[122] In the *Civil Rights Cases*, for example, the Supreme Court explained its general interpretation of the scope of Congress's powers under the Fourteenth Amendment:

> [The Fourteenth Amendment] does not authorize Congress to create a code of municipal law for the regulation of private rights; but to provide modes of redress against the operation of State laws, and the action of State officers, executive or judicial, when these are subversive of the fundamental rights specified in the amendment.[123]

Even under this restrictive view of the Fourteenth Amendment, then, the Court clearly recognized that the Fourteenth Amendment authorizes Congress to legislate against civil rights violations by the government and its officials.

In keeping with this philosophy, the Supreme Court indicated in *Collins v Hardyman* that despite § 1985(3)'s inability to reach private conspiracies, it could reach conspiracies involving government officials.[124] The Court based this decision on the language of § 1985(3), concluding that the statute applies primarily to conspiracies involving state officials, as these would be the conspiracies most likely to deprive individuals of the equal protection of the law.[125]

If the Court in *Collins* correctly identified the target of § 1985(3) as conspiracies to deny individuals the equal protection of the laws, then the intracorporate conspiracy doctrine should

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judges from excluding black jurors.); *Cruikshank*, 92 US at 555 (Fourteenth Amendment prevents states from denying citizens equal protection of the laws.); *United States v Harris*, 106 US 629, 638-39 (1882) (same); *Civil Rights Cases*, 109 US at 11 (same).

[121] See note 24.

[122] See, for example, *Civil Rights Cases*, 109 US at 11 (noting that Fourteenth Amendment targets state action and not acts by private individuals); *Cruikshank*, 92 US at 555 (Fourteenth Amendment guarantees protection only against discriminatory state action.).

[123] 109 US 3, 11 (1883).

[124] 341 US at 661-62.

[125] Id.

not apply to § 1985(3).[126] Applying the doctrine to conspiracies within government entities does not make sense because conspiracies within government entities pose an even greater group danger than private conspiracies—government officials generally have the power to directly and effectively deny individuals equal protection of the laws. Application of the intracorporate conspiracy doctrine would therefore undermine the primary goal of § 1985(3) by preventing the statute from reaching the conspiracies that posed the greatest group danger to society.

b. Section 1985(3)—the best statute for reaching government conspiracies to violate civil rights. Application of the intracorporate conspiracy doctrine to claims against government employees would also emasculate the most reliable means for combating the group danger posed by conspiring government employees. Although the courts generally allow plaintiffs to bring conspiracy claims under § 1983 of the Ku Klux Klan Act,[127] § 1983 is less effective than § 1985 as a means of reaching government conspiracies because it requires that the harm be caused by an individual acting "under color of state law."[128] Specifically, § 1983 is unreliable to this end because in order to establish a conspiracy, the plaintiff must prove "1) the existence of a conspiracy involving state action and 2) a deprivation of civil rights in furtherance of the conspiracy by a party to the conspiracy."[129] Section 1983, therefore, differs from § 1985(3) in that it requires state action in addition to a "deprivation of civil rights in furtherance of the conspiracy."[130]

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[126] Although the Court in *Griffin* rejected *Collins*'s holding that § 1985(3) does not apply to private individuals, it agreed with *Collins* that the statute targeted conspiracies to deprive individuals of the equal protection of the laws. *Griffin*, 403 US at 95-102.

[127] 42 USC § 1983 (1994). See *Mizell v North Broward Hospital District*, 427 F2d 468, 472-73 (5th Cir 1970); *Mosher v Saalfeld*, 589 F2d 438, 441 (9th Cir 1978); *Ames v Vavreck*, 356 F Supp 931, 940 (D Minn 1973); *Blake v Town of Delaware City*, 441 F Supp 1189, 1198-99 (D Del 1977). The courts may, however, apply the intracorporate conspiracy doctrine to conspiracies under § 1983 as well. *Brever v Rockwell International Corp*, 40 F3d 1119, 1126-27 (10th Cir 1994) (noting that several circuits "have extended the intracorporate conspiracy doctrine to actions under sections 1983 and 1985").

[128] Section 1983 was passed in conjunction with § 1985(3) and reads, in pertinent part: "Every person who, *under color of any statute . . . of any State* . . . subjects, or causes to be subjected, any citizen of the United States . . . to the deprivation of rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law . . . ." 42 USC § 1983 (emphasis added).

[129] *Pfannstiel v City of Marion*, 918 F2d 1178, 1187 (5th Cir 1990).

[130] Id.

Suppose, for example, that the public defenders in City A conspire to deny African-American criminal defendants effective assistance of counsel. Section 1983 would provide the hypothetical criminal defendants no remedy, as the Supreme Court has held that acts by public defenders do not constitute state action.[131] Section 1985(3), however, would provide a remedy unless the court applied the intracorporate conspiracy doctrine.

Because the Supreme Court has been inconsistent in interpreting the "under color of state law" requirement, § 1983 offers, at best, an unreliable means for redressing harms caused by conspiracies between government employees. In *United States v Classic*, an action alleging a criminal civil rights violation, the Court defined this phrase to encompass actions where government officials act in performance of their official duties.[132] The Court offered the following open-ended definition of civil rights violations committed under color of state law: "Misuse of power, possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law, is action taken 'under color of' state law."[133] Were this apparently broad definition of "under color of state law" settled doctrine, § 1983 might provide a viable alternative to § 1985(3) in reaching government conspiracies.

Unfortunately, though, the definition is far from settled. For example, in *Polk County v Dodson*, the Court held that a public defender does not act under color of state law when representing one of his or her clients in a criminal proceeding.[134] The *Dodson* Court reasoned that although the state pays the public defender's salary, the public defender's allegiance lies first and foremost with his clients.[135] After *Dodson*, then, despite *Classic*'s sweeping rhetoric, mere employment by the state is not dispositive of whether an individual acts under color of state law. Instead, a court following *Dodson* must also consider the extent to which

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[131] *Polk County v Dodson*, 454 US 312, 319 (1981).

[132] 313 US 299, 326 (1941). See also *Screws v United States*, 325 US 91, 110 (1945) (adhering to *Classic* definition of "under color of state law" in context of criminal civil rights action); *Monroe v Pape*, 365 US 167, 187 (1961) (approving *Classic/Screws* definition of "under color of state law" and extending it to § 1983 actions).

[133] *Classic*, 313 US at 326.

[134] 454 US 312, 319 (1981). In *Dodson*, the plaintiff brought a § 1983 claim alleging ineffective assistance of counsel against the public defender assigned to his case after the public defender moved to withdraw as counsel on the grounds that the plaintiff's appeal was frivolous. Id at 314.

[135] Id at 318.

the employee is obligated to adhere to the goals set by the state.[136]

In contrast, in *West v Atkins* the Court held that a private physician working as an independent contractor in a state prison acts under color of state law when treating prison inmates.[137] The Court distinguished *Dodson* by noting that while physicians, like attorneys, may exercise independent judgment in treating their patients, they nevertheless still serve in a cooperative capacity with the state.[138] Rather than focusing on the terms of the physician's employment or the amount of professional discretion that the physician was allowed to exercise, the *West* Court posited that the proper focus should be the function the physician serves within the system and whether the goals of that function are aligned with the goals of the state. Because the state and the physician acted with a common goal, the *West* Court concluded that the physician acted under color of state law.[139]

In light of the persisting uncertainty surrounding the phrase "under color of state law," courts should not allow the intracorporate conspiracy doctrine to prevent § 1985(3) from reaching conspiracies within government entities.[140] The Court's inconsistent treatment of the "under color of state law" requirement creates uncertainty as to whether § 1983 can redress injuries caused by conspiracies to violate civil rights. Section 1985(3), however, has no such requirement, and thus would provide plaintiffs with a more reliable means of seeking redress for these injuries.

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[136] Id at 319-20.

[137] 487 US 42, 56-57 (1988).

[138] Id at 50-51.

[139] Id at 55-57.

[140] Recent case law demonstrates that the precise definition of the term "under color of state law" remains unclear. In *Gallagher v "Neil Young Freedom Concert"*, for example, the Tenth Circuit held that independently hired security guards were not acting under color of state law while providing security for a concert held in a state university arena. 49 F3d 1442, 1450 (10th Cir 1995). This result seems inconsistent with the outcome in *West*, where independently hired physicians were held to act under color of state law because they serve in a cooperative capacity with the state. 487 US at 56-57. The situation in *Gallagher* seems to pass the *West* test (the goals of the security guards—to control the crowds and protect the public—are presumably aligned with the goals of the state university), and yet the cases come out differently. This contradiction highlights the unsettled nature of this body of law.

2. Common law immunity and the protection of governmental decision making.

One argument in favor of applying the intracorporate conspiracy doctrine—often compelling in the antitrust context—is that the doctrine is necessary to protect the decision-making processes of corporate entities. However, as applied to government entities in the civil rights context, this argument is unpersuasive. Specifically, the intracorporate conspiracy doctrine should not be applied to shield employees of government entities from liability under § 1985(3) because the common law rules of absolute and qualified immunity sufficiently and independently protect government employees and their decision-making processes.

The common law immunity doctrines are court-developed rules that, when applicable, shield government employees from civil liability for injuries they inflict on individuals while acting in their official capacities.[141] Section 1985(3) likely incorporates the common law rules of immunity. In *Owen*, the Supreme Court held that these rules applied to § 1983, which was passed in tandem with § 1985(3).[142] Because the decision-making and other official functions of government employees are already protected by common law immunities, application of § 1985(3) should not chill legitimate government decision making. Qualified immunity strikes the proper balance (between punishing conspiracies and protecting decision making) by only allowing liability when the officials knew or should have known their actions violated the victim's civil rights. Applying the intracorporate conspiracy doctrine here would only serve to upset this balance by extending protection to clearly improper acts by officials.

In addition to qualified immunity, several types of government employees enjoy absolute immunity from civil liability when they act in their official capacities. For instance, the Su-

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[141] See generally David Achtenberg, *Immunity Under 42 U.S.C. § 1983: Interpretive Approach and the Search For Legislative Will*, 86 Nw U L Rev 497 (1992) (describing common law immunities and analyzing the approaches the Supreme Court has taken to immunity law).

[142] Specifically, the *Owen* Court held that since common law immunities had been established and accepted long before the enactment of § 1983, and since Congress did not explicitly abrogate the common law, the statute implicitly incorporated the immunities into its parameters. 445 US at 637-38. Since § 1985(3), like § 1983, was passed as part of the Ku Klux Klan Act, its scope is also limited by the common law immunities that existed at the time of its enactment. See text accompanying notes 55-62. Common law immunities frustrate neither the plain language nor the purpose of § 1985(3), and thus must be read into the statute. See id.

preme Court has held that legislators are absolutely immune to lawsuits for civil damages, provided that the alleged harmful conduct occurred while the legislator was carrying out a legislative function.[143] Likewise, judges enjoy absolute immunity from lawsuits claiming damages caused by an act the judge took while carrying out his or her judicial functions.[144] Finally, certain officials in the executive branch enjoy absolute immunity from civil liability.[145]

Most government employees, however, enjoy only a qualified immunity from civil liability for acts undertaken in the scope of their employment. Qualified immunity protects government employees from civil liability as long as the government official can objectively demonstrate that he acted in good faith.[146] Government employees satisfy this burden by proving that a reasonable person would not have known that his actions violated the victim's statutory or constitutional rights.[147] Thus, government employees who can demonstrate that they were not negligent in violating an individual's rights are immune from liability for civil damages.[148]

The intracorporate conspiracy doctrine should, therefore, not shield government employees from liability under § 1985(3) because the common law rules of qualified and absolute immunity sufficiently protect the ability of government employees to make decisions. Government employees who exercise judicial and legislative functions are absolutely immune to civil liability and are, therefore, free to make decisions without fear of § 1985(3). Individuals injured by their decisions, meanwhile, normally have recourse in that they may appeal legislative and judicial decisions to the courts.

The decision making of government employees who enjoy only qualified immunity from civil liability is likewise sufficiently

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[143] *Eastland v United States Servicemen's Fund*, 421 US 491, 507 (1975).

[144] *Stump v Sparkman*, 435 US 349, 356-57 (1978).

[145] See *Butz v Economou*, 438 US 478, 515 (1978) (absolute immunity for prosecutors and those exercising similar authority); *Nixon v Fitzgerald*, 457 US 731, 754 (1982) (absolute immunity in civil suits for President of the United States for his official acts).

[146] *Harlow v Fitzgerald*, 457 US 800, 818 (1982).

[147] Id. As the Court explained, "government officials performing discretionary functions, generally are shielded from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Id (citations omitted).

[148] The courts may accord slightly higher protection to certain high-level government employees who exercise more complex discretionary decision making. *Scheuer v Rhodes*, 416 US 232, 246 (1974).

protected. These employees need only fear liability if the facts demonstrate that the employees, at the time they acted, should have been aware that they were violating an individual's clearly established constitutional or statutory rights. The rules for qualified immunity thus strike a fair balance between allowing injured parties to bring suit and protecting the decisions of government employees.

CONCLUSION

The intracorporate conspiracy doctrine should not apply to § 1985(3) claims against employees of single government entities. Such an application would run contrary to the legislative history and purpose of § 1985(3), which indicate that Congress intended to reach conspiracies within government entities. Moreover, statutes such as § 1985(3) are enacted to enforce the guarantees of the Fourteenth Amendment and, therefore, explicitly target the kind of dangers that civil rights conspiracies within government entities precipitate. The intracorporate conspiracy doctrine serves little purpose in this context because it forces courts to ignore the fact that government employees pose a substantial threat to society when they conspire to violate an individual's civil rights. These concerns are particularly compelling given that the intracorporate conspiracy doctrine is largely unnecessary in the government entity context; the decision-making and other official functions of government employees already enjoy significant protection under the common law doctrines of absolute and qualified immunity to civil liability for harms resulting from official decisions. Finally, and most importantly, judicial rejection of the intracorporate conspiracy doctrine in this context would broaden the range of possible remedies and causes of action available to individuals who have been injured by governmental conspiracies to violate their civil rights.

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Item # 10

TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER

Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3336
Fax: (860) 429-6863

December 12, 2016

Ms. Diane Dorfer
87 Bassetts Bridge Road
Mansfield, CT 06268

Re: Appointment to Mansfield Library Advisory Board

Dear Ms. Dorfer:

This letter is to confirm your appointment to the Library Advisory Board for an initial term through October 31, 2017.

I trust that you will find the work of the Board to be rewarding, and I greatly appreciate your willingness to serve our community.

Please do not hesitate to contact me with any questions regarding your appointment.

Sincerely,

Matthew W. Hart
Town Manager

Cc: Town Council
Mary Stanton, Town Clerk
Sheila Quinn Clark, Chair

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Mansfield Community Center

Town of Mansfield
Parks and Recreation
Department

Curt A. Vincente, Director

10 South Eagleville Road
Storrs/Mansfield, Connecticut 06268
Tel: (860) 429-3015 Fax: (860) 429-9773
Email: Parks&Rec@MansfieldCT.org
Website: www.mansfieldcc.com

December 21, 2016

Mr. John Lenard
37 Deerfield Lane.
Storrs, CT 06268

Dear John,

On behalf of the Department of Parks and Recreation and our staff, we would like to thank you for your charitable donation of $9,750 to support the Community School of the Arts program. Your generosity is greatly appreciated as we look to improve the quality of the experience for our community. Your investment in the present and future of the program is invaluable not only to our participants, but also to our staff. As you know, this donation will be used for the hiring of an Architect to develop concept designs and cost estimates for the renovations and additions to the Eagleville Schoolhouse. Once again, thank you so very much for your donation, and your contribution to the success of the CSA program.

This is to acknowledge that you received no goods or services for your donation. As a municipality, the Town of Mansfield and the Mansfield Community Center may receive donations as a non-profit organization. Your donation may be tax deductible. Contact your tax preparer to see if you qualify. For your information, the Town's tax identification number is 06-6002032.

Sincerely,

Curt A. Vincente

Curt A. Vincente, CPRP
Director of Parks & Recreation
Town of Mansfield

Cc: Alicia Ducharme, Budget Analyst
√ Matthew Hart, Town Manager
Jay O'Keefe, Assistant Director of Parks and Recreation
Kim Rontey, Recreation Coordinator
Cherie Trahan, Director of Finance

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Item #12

TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS

John C. Carrington, P.E., Director of Public Works

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3332
Fax: (860) 429-6863
CarringtonJC@mansfieldct.org

December 30, 2016

Dear Mansfield Landlord:

The Town of Mansfield provides trash and recycling services through a contract with a private hauler. Residents have the option of subscribing for one of five levels of curbside service or paying for volume and type of items brought directly to the Mansfield transfer station.

Over the years, we have allowed renters to directly subscribe to curbside service when the landlord has opted out of providing trash/recycling service for their tenants. A security deposit was collected from renters. With the rise in rental properties, coupled with regular turnover of tenants and the additional steps it takes to manage these accounts, we have re-evaluated this practice.

Effective immediately, we will be following the already-in-place Mansfield Housing Code, section 307.2.1, which requires owners of occupied premises to be responsible for trash and recycling removal. We will no longer be allowing new renters to subscribe to the trash/recycling service in their names. It will now be up to the property owner to set up service for their tenants. This change does not affect *current* renter accounts.

This letter is intended to bring this to your attention so that you are prepared to provide collection service to the next turnover of new tenants. To set up service for your Mansfield property, you can go to www.mansfieldct.gov/trash.

If you have any questions, please do not hesitate to call me at 860-429-3333 or waltonvd@mansfieldct.org.

Sincerely,

Virginia Walton

Virginia Walton
Recycling/Refuse Coordinator

Enclosure: Mansfield Housing Code, section 307.2.1

Cc: John C. Carrington, Director of Public Works
Christine Gamache, Tax Collector
Ashley DeSciscio, Revenue Specialist

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock meeting specifications set forth herein. Such deadbolt locks shall be operated only by the turning of a knob or a key and shall have a lock throw of not less than 1-inch. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock. Such deadbolt locks shall be installed according to manufacturer's specifications and maintained in good working order. All deadbolt locks required by this section shall be designed and installed in such a manner so as to be operable inside of the dwelling unit, rooming unit or housekeeping unit without the use of a key, tool, combination thereof or any other special knowledge or effort.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking devices.

304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

SECTION 305
INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306
HANDRAILS AND GUARDRAILS

306.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 307
RUBBISH AND GARBAGE

307.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

307.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

307.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

307.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

307.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

307.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

307.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

SECTION 308
EXTERMINATION

308.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

LEGAL NOTICE
TOWN OF MANSFIELD

In accordance with Section 7-349 of the Connecticut General Statutes, notice is hereby given that the Comprehensive Annual Financial Report for the Town of Mansfield for the Fiscal Year July 1, 2015 to June 30, 2016, which was prepared under the Director of Finance and audited by Blum, Shapiro & Company P.C., 29 South Main Street, West Hartford, CT, is on file and open for public inspection in the Office of the Town Clerk, 4 South Eagleville Road, Mansfield, Connecticut.

Dated at Mansfield, Connecticut, this 5th day of January 2017.

Mary Stanton
Town Clerk, Mansfield

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U.S. Department of Transportation
Federal Railroad Administration
One Bowling Green, Suite 429
New York, NY 10004

NEC FUTURE

Item #14

December 16, 2016

Town of Mansfield
Paul M. Shapiro
Mayor
Four South Eagleville Road
Mansfield, CT 06268

Re: NEC FUTURE Tier 1 Final Environmental Impact Statement

Dear Paul M. Shapiro:

The Federal Railroad Administration (FRA) is pleased to announce the release of the Tier 1 Final Environmental Impact Statement (Tier 1 Final EIS) for NEC FUTURE, the FRA's comprehensive plan for improvements to the Northeast Corridor rail line from Washington, D.C., to Boston. The Tier 1 Final EIS is the next step in the NEPA process that will inform the FRA's selection of an alternative in the Record of Decision (ROD). Thank you for your involvement in reaching this milestone.

The Tier 1 Final EIS identifies and analyzes a Preferred Alternative for NEC FUTURE. The Preferred Alternative reflects the Tier 1 Draft EIS findings, public and stakeholder comments, and U.S. Department of Transportation policy. The Tier 1 Final EIS also includes responses to comments received during the public comment period (November 13, 2015 – February 16, 2016) and a revised Tier 1 Draft EIS based on comments received.

The NEC FUTURE Tier 1 Final EIS, including the Programmatic Agreement (under Section 106 of the National Historic Preservation Act) and associated documents, is available at www.necfuture.com. Information regarding the decision-making process, waiting period and how to provide feedback can also be found on the NEC FUTURE website. If you would like to receive a hard copy or thumb drive of the documents or if you have any questions, please feel free to contact me at info@necfuture.com.

Sincerely,

Rebecca Reyes-Alicea
NEC FUTURE Program Manager, Northeast Corridor Joint Program Advisor

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Item #15

Lt. Alexander Rios
Commanding Officer

MSgt. Donna Tadiello
Executive Officer

STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

TROOP C TOLLAND

December 2, 2016

Town Manager Matthew Hart
Town of Mansfield
4 S. Eagleville Rd.
Mansfield, CT 06268

Dear Town Manager Hart:

This correspondence is to keep you apprised of the monthly police services occurring within the Town of Mansfield. It is my sincere hope that this report will assist you in better understanding our role in your community.

During the month of November 2016, Troop C Troopers responded to 998 Calls for Service in the Town of Mansfield. Of these Calls for Service the most notable are:

Accidents:	**40**
Criminal Invest:	**35**
Burglaries:	**2**
Larcenies:	**8**
Non Reportable Matters:	**915**

In addition to the above investigations Troopers conducted the following motor vehicle enforcement:

DUI'S:	**2**
Traffic Citations:	**298**
Written Warnings:	**53**

Respectfully,

Lieutenant Alexander Rios
Commanding Officer
Troop C, Tolland

1320 Tolland Stage Road
Tolland, CT 06084
Phone: (860) 896-3200 / Fax: (860) 896-3274
An Affirmative Action/Equal Opportunity Employer

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Connecticut Water Company
93 West Main Street
Clinton, CT 06413-1600

Office: 860.669.8636
Fax: 860.669.9326
Customer Service: 800.286.5700
www.ctwater.com

December 16, 2016

Town Leaders

We are resending the scholarship information with updated links to the applications.

Connecticut Water is pleased to announce the availability of scholarships for high school students through two water industry professional associations, Connecticut Water Works Association (CWWA) and New England Chapter of National Association of Water Companies (NENAWC). A summary of the scholarships and application criteria and deadlines is attached.

As water professionals who are members of these organizations, Connecticut Water employees are passionate about our work in the water supply field. We know that having clean, safe water truly makes a difference in lives of people and our communities. We hope that students will consider the many areas of study they could pursue that would support the profession.

Connecticut Water is eager for students in the communities we serve to apply for these scholarships and have an opportunity to receive some financial support for their academic pursuits.

We are pleased to make this information available to you and hope your college bound students will consider applying. We have enclosed copies of the application materials and also provided a link to these scholarship opportunities on the Connecticut Water Company Web site at www.ctwater.com. Please post this news to your town website if possible. We have also sent this information to school superintendents.

Please feel free to contact me at 860-664-6055 or my assistant, Sarah Yale at 860-664-6013, if you have any questions or need additional information. Don't hesitate to email me at mwestbrook@ctwater.com if I can be of assistance. Thank you

Sincerely yours,

Maureen

Maureen P. Westbrook
Vice President
Customer and Regulatory Affairs

Scholarship Information

Scholarship	Criteria	Deadline
Connecticut Water Works Association	1. Applicants will be a graduating High School Senior from an accredited Connecticut High School or equivalent 2. Preference will be given to applicants who are actively pursuing an approved course of study at an accredited higher education institution directly related to environmental science, water resources, public health or the water industry 3. An academic GPA or 3.0 at their high school is mandatory. The relevance and rigor of the courses taken in high school shall be considered.	**March 15, 2017**
Web site: **http://cwwa.org/portals/14/pdf/CWWAScholarshipApp2016.pdf**		
New England Chapter – National Association of Water Companies (NENAWC)	1. Applicants will be a graduating High School Senior from an accredited High School or equivalent from any of the following states: Connecticut, Massachusetts, Maine, New Hampshire and Rhode Island. 2. Preference will be given to applicants who are actively pursuing an approved course of study at an accredited higher education institution directly related to drinking water, water engineering, environmental studies or waste water. 3. An academic GPA of 3.0 at their high school is mandatory. The relevance and rigor of the courses taken in high school shall be considered.	**March 1, 2017**
Web site: **https://www.ctwater.com/media/1380/nenawc-documentation-and-application.pdf**		

CRCOG CAPITOL REGION COUNCIL OF GOVERNMENTS
Working together for a better region.

241 Main Street / Hartford / Connecticut / 06106
Phone (860) 522-2217 / Fax (860) 724-1274
www.crcog.org

Item #17

DATE: December 9, 2016

TO: Chief Elected Officials and Chief Administrative Officer
Town of Mansfield

FROM: Lyle D. Wray, Executive Director, CRCOG

RE: **Fiscal Year 2017-18 Proposed Local Assessments for CRCOG**

PROPOSED ASSESSMENT: $20267

We are providing this letter on proposed local assessments for CRCOG member towns for your use in the preparation of your Fiscal Year 2017-18 budgets.

Proposed assessments were determined based on the Department of Public Health 2015 population estimates, a base of $3000 per town and a per capita assessment of $0.66.

As always, we will work hard to make sure that your contribution for membership in CRCOG is put to effective use on your behalf. We will also continue to look for new revenue sources in the coming months.

We would gladly attend a meeting of your Town Council of Board of Selectman to discuss any questions or concerns that you may have.

PAGE
BREAK

CRCOG CAPITOL REGION COUNCIL OF GOVERNMENTS
Working together for a better region.

241 Main Street / Hartford / Connecticut / 06106
Phone (860) 522-2217 / Fax (860) 724-1274
www.crcog.org

Item #18

December 14, 2016

Commissioner Raul Pino
Department of Public Health
410 Capitol Avenue
Hartford, CT 06134

Dear Commissioner Pino:

The Policy Board of the Capitol Region Council of Governments (CRCOG) wanted to bring to your attention a number of concerns the Board had with regards to the health district regionalization proposal raised by your office. CRCOG is made up of 38 towns representing 1 million residents in north central Connecticut. The CRCOG boundary is used for regional land use planning, transportation planning and economic development planning. The Board was opposed to your proposal and suggested it be withdrawn.

The major areas of concern are that the demonstration of benefits to municipalities and our residents has not been clearly defined and that the costs are much higher than current expenditures which will have a negative budget impact in very tight fiscal times. Additionally, the Governance structure diminishes the role of municipal officials which will disconnect the proposed districts from the elected leadership.

CRCOG municipalities are satisfied with their health departments and health districts and believe most, if not all, within CRCOG deliver excellent service. CRCOG members do not see the additional value compared to their current offerings the proposed form of regionalization will offer to them and their residents. Current public health districts raise and use their funds to address issues specific to their residents rather than trying to minimize per capita costs. For example, the Farmington Valley Health District Board has raised local per capita fees in the recent past to add staffing to ensure inspection of the growing number of food service establishments in the district. This decision was made unanimously despite the fact that some member communities have few or no such establishments.

Members are also concerned that the proposed form of regionalization will degrade some services currently offered and performed by the individual health districts and departments. CRCOG realizes that there may be concerns regarding delivery of services of some health departments and health districts but the board strongly feels that these should be dealt on an individual case by case basis based on CT DPH's recent assessment of districts and current authority in law.

In addition, the proposed fee structure results in direct increase in residential and business property taxes. The proposed plan would greatly increase the cost of health services to the municipalities. In many cases, costs will triple or quadruple or more beyond current costs. At a time when the state and municipalities are already facing considerable financial pressures, this is an added unnecessary burden on local governments and tax payers. Such a major increase in costs should have a demonstrated increase in benefits but we do not see such clear benefits in the proposal.

The CRCOG Board is also concerned that there has been no local input in the regionalization proposal. Proposing significant changes should involve all parties, including local leaders from concept development to implementation. Without that, the process becomes adversarial and unproductive. CRCOG operates or supports a large number of successful regional programs and services and was not invited to suggest improvements to the proposal as it was being developed.

Finally, the health districts that are currently in place represent years of effort to build trust among communities and are a prime example of voluntary regional cooperation. These cross-border relationships form the basis for greater inter-town collaboration, something the legislature has encouraged to promote efficiency in provision of municipal services. To reorganize the districts by fiat, moving municipalities into regional districts they did not choose, would both damage these relationships and discourage voluntary efforts, as towns would see their selection of partners as being subordinate to and subject to change by legislative action.

In conclusion, the CRCOG municipalities fail to see any clear benefit to the state and its residents regarding this proposal. The vast majority of residents receive excellent service, whether the local health department or health district. DPH's current proposal raises property taxes on the Connecticut residents, further stressing the finances of already distressed communities, without offering clear benefits to those communities. The proposal is unacceptable.

Sincerely,

Chip Beckett, CRCOG Chairperson

CC: Lyle Wray, CRCOG Executive Director

THE MANSFIELD MINUTE

Item #19

JANUARY 2017

www.mansfieldct.gov

- *Town Hall will be closed on January 2 for New Year's Day.*
- *Town Hall will be closed on January 16 for Martin Luther King Day.*
- *The next **Repair Café** will take place on Saturday, Jan. 14, 10AM-2PM, First Congregational Church, Arnold Auditorium, 199 Valley Street, Willimantic.*

Open Mansfield
open.mansfieldct.gov

Do you have questions about the town's budget? Go to Open Mansfield and get answers!

Mansfield Annual Report Now Available

The Town of Mansfield Fiscal Year 2015-2016 annual report is now available online at www.mansfieldct.gov/annualreport.

Hard copies of the report are available at the Town Hall in the Town Clerk's Office, Community Center, Senior Center and Library.

It's full of great information about the town!

Gearing Up for the FY 17/18 Budget Process

Each year the Town prepares an operating budget and capital improvement program.

Pursuant to state law, the Town operates on a July 1—June 30 fiscal year. Most of the key dates in the Town's budget process will occur in late winter/spring 2017 for the July 1, 2017 – June 30, 2018 fiscal year. The Town budgets for its anticipated revenues and expenditures needed to provide services such as Pre K-12 education, fire and police protection, snow plowing, and a public library. The capital budget provides funding for projects such as road paving, drainage projects, and school building renovations.

Under the council-manager form of government, the Town Manager develops and proposes an operating and capital budget to the Town Council, usually in late March of every year. The Town Council then holds a series of workshops, hearings, and information sessions on the budget, adopting a budget annually in late April. Electors in Mansfield then vote on the submitted budget at the annual Town Meeting. The 2017 Town Meeting will be held on Tuesday, May 9, 2017 at 7 PM in the Mansfield Middle School Auditorium.

Electors and citizens are encouraged to actively participate in the budget process by attending budget workshops, public information sessions and hearings, and voting at the annual town meeting. The Town video-records as many budget workshops and hearings as possible on its government access channel (Channel 191 for Charter subscribers) and on the Town's website (live streaming and archived footage for 30 days), www.mansfieldct.gov/MansfieldTV.

In late March 2017 hard copies of the Manager's proposed FY 17/18 budget are distributed to the following locations for public viewing: Town Clerk's Office; Mansfield Community Center; Mansfield Public Library; and the Mansfield Senior Center. The budget will also be available to view online at the Town's website, www.mansfieldct.gov/Budget.

Some Mansfield homeowners are eligible for property tax relief. Taxpayers that may be eligible for property tax relief include veterans, seniors, disabled persons, and farm owners. Information about tax abatement programs in Mansfield, including eligibility requirements, can be obtained by contacting our Assessor's Office at 860-429-3311 or on the web at www.mansfieldct.gov/Assessor.

Four Corners Sewer Project: Update

The purpose of the Project is to develop the Four Corners area into a vibrant and economically successful commercial gateway to Town.

The Four Corners Sanitary Sewer Project is proposed to encompass an approximately 500 acre area near the intersection of Routes 44 and 195 in northern Mansfield known as "Four Corners" and is considered to be the gateway to Mansfield.

While the Four Corners is one of a few limited areas identified in the Mansfield Tomorrow Plan as appropriate for higher density mixed use development, the area has been unable to achieve this vision due to inadequate supplies of water and inadequate sanitary sewage disposal due to a high groundwater table and unsuitable soils for long-term use of on-site septic disposal systems for commercial entities.

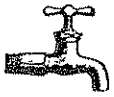
The lack of public water service is being addressed through the construction of a new water main by a private water company.

Town Hall Hours:	
Monday	*8:15-4:30*
Tuesday	*8:15-4:30*
Wednesday	*8:15-4:30*
Thursday	*8:15-6:30*
Friday	*8 - 12*

The Planning and Zoning Commission's Regulatory Review Committee is currently working on updates to Zoning Regulations related to multi-family housing in Mansfield.

As part of this process, the Committee will also be considering potential changes to development and design standards in the Four Corners area to facilitate more pedestrian friendly design. It is expected that the Committee will also be considering other changes to permitted uses in the Four Corners area based on availability of public water and sewer service as the comprehensive update of Zoning Regulations moves forward in 2017.

The Connecticut Water Company has completed construction of a pipeline to bring public water to Four Corners which is now active and available for property owners to connect.



The Connecticut Department of Energy and Environmental Protection has issued a Record of Decision supporting the sewer project, allowing for the 3 million dollar grant to be available for the Town to complete construction. The Town's consultant is completing design of the pumping stations and the Town is negotiating with property owners to secure easements.

Construction is expected to begin in 2017 and is estimated to last two construction seasons.

Mansfield awarded FM Global Grant

The Town of Mansfield has received a $2,250 fire prevention grant from FM Global, one of the world's largest commercial property insurers. The award will be used to assist fire investigators determine the cause of a fire.

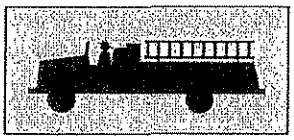
The Mansfield Fire Marshal's Office has been committed to using its resources to prevent fires and reduce property damage through a team approach.

They will be purchasing a Nikon camera and Pelican remote lighting system with the grant funds.

"The camera equipment will allow us to better document scenes and evidence during fire and explosion investigations. It will also be used to educate our community in fire prevention and education and in the training of our fire investigators," said Fire Chief Fran Raiola. "The lighting equipment will assist with processing fire scenes to determine origin and case and will not require us to use fuel operated generators."

FM Global representatives presented the award to Fire Chief Fran Raiola, Assistant Town Manager Maria Capriola, and Finance Director Cheryl Trahan on November 21, 2016.

For additional information on fire prevention and safety, visit www.mansfieldct.gov and select Departments & Services, then Fire Marshal, or contact the office at 860-429-3328.



Recycling 101
Talking Trash!

Monday, Jan. 30, 6:30 – 7:30 PM

From time to time, everybody wonders,
"Is this recyclable?"

Join Town of Mansfield Recycling Coordinator, Ginny Walton, at the Community Center for this free, fun, and interactive workshop! Gain a better understanding of what is recyclable, what is compostable, and what is just plain trash, learning to best separate and minimize "waste" in your own home. Questions about the program? Contact Ginny at 860-429-3333 or waltonvd@mansfieldct.org.

Just Eat It — Movie and Discussion

Monday, Jan. 19, 6:30-8 PM at the library.

Just Eat It: A Food Waste Story premiered in 2014 and has since won numerous film festival awards. Follow two food lovers and filmmakers through their discovery of the massive food waste in North America (from farm to fridge), their decision to live off only discarded food, and the unexpected consequences and discoveries that came along with their adventure to bring attention to the global consequences of food waste. Discussion Leader is Ginny Walton, Recycling Coordinator.

Fingerprinting Services Suspended at Mansfield Resident Trooper's Office

Effective January 1, 2017, the Town of Mansfield will suspend its fingerprinting services temporarily while alternative options are considered.

Fingerprinting services are available at the following locations:

Troop C, 1320 Tolland Stage Road, Tolland, CT
- Seven Days a Week, no appointment necessary,
- 7 AM, 3 PM and 11 PM
- Fee $15.00

State Police Headquarters, 1111 Country Club Road, Middletown, CT
- Monday thru Friday, 8:30 AM – 4:15 PM
- No appointment necessary
- Fee $15.00

UConn Police Department, 126 N. Eagleville Rd., Storrs, CT
- Tuesday, 1-3 PM
- Wednesday, 5-8 PM
- Thursday, 1- 3 PM

THE OPIOID EPIDEMIC: Our Communities. Our Concern.

SAVE THE DATE

Wednesday, February 8, 2017

Tolland High School Auditorium, 1 Eagle Hill, Tolland

5:30 PM doors open for resource fair **6:30 PM** featured speaker address begins

Featured Speaker Greg Williams, national recovery leader, director of the award-winning film *The Anonymous People*, and recently released film *Generation Found*

Panel Discussion with audience question and answer

Resource Fair will include NARCAN demonstration and training, drug take-back station, and representatives from local support programs & service agencies.

EHHD
Eastern Highlands Health District

Open to all More information coming in January 2017 Snow Date February 23, 2017

January Events and Activities in Mansfield

Parks and Recreation

Creative Kids/ Parents Night Out
Friday, Jan. 6, 6-8:30 PM
Drop off children in grades pre-K—6 for evening of fun with pizza, drinks and art project. Fee.

Winter Family Fun Nights
Saturday, Jan. 7
4:30—7:30 PM
Giant inflatables in the gym & pool, ping pong, tot toys, puzzles, games, open gym & poolside basket ball! No fee for members, daily fee for non-members. Winter Frozen theme!

Free Mansfield Days
Saturday, Jan. 7, 6:30 AM-8 PM
Sunday, Jan. 8, 8 AM-8 PM
Mansfield residents come for free with proof of residency.

Family Paint Nights
Saturday, Jan. 21, 4-6 PM
Acrylic paint so dress for a mess! Each participant paints a 16" x 20" canvas. Supplies and step-by-step instruction provided. Fee. Artist for this month: Matisse.

Storrs Winter Farmers Market
Open twice a month from December through April. The Market is held from 3 to 5 PM at the library.
2017 Winter dates:
January 7 and 21
February 4 and 18
March 4 and 18
April 8 and 22
For more info:
storrsfarmersmarket.org

Mansfield Public Library

The Library is Closed for Maintenance January 3-5.

Weekly Toddler Time
Starts up again on Friday, January 6, 10:30-12
Stories, songs and playtime for ages birth to 3 with a caregiver.

Board Game Night at the Library Express!
Tuesday, Jan. 10, 6– 9 PM
Enjoy board games in a fun and relaxed setting. *Remember! Two hours free parking in the garage.*

Big Night
Screening & Discussion
Thursday, Jan. 12, 7 PM
In 1996 first time directors Stanley Tucci and Campbell Scott created this indie comedy about a failing Italian restaurant run by two brothers who gamble on one special night to try to save their business.

After School Fun: Get Ready for the Year of the Rooster
Tuesday, Jan. 24, 4 – 5:30 PM
Stories, crafts and activities that celebrate this important and colorful festival.

What the Buddha?
Tuesday Jan. 24, 7 PM
In this two hour class, instructor John Schwenk will give an overview of the teachings of the Buddha, known as the dharma.

Black Bears in Connecticut
Thursday Jan. 26, 6:30 PM

Learn about the natural history of black bears in CT, their habitat, diet, behavior, and current research efforts.

Mansfield Senior Center

FoodShare Distribution
Thursday, Jan. 5 and 19
11:30–12.00
Parking Lot of 303 Maple Rd.
Bring your own shopping bag!

AARP Fraud Watch
Tuesday, Jan. 10, 10 AM

Understand the psychology behind ID Theft and other scams affecting your family and community. Please call 860-487-9870.

Aging Well
Thursday, Jan. 12, 1 PM
Jo Anne Harrison-Becker will discuss accepting and managing changes that occur while aging. Please call 860-487-9870

Winter Wonderland Luncheon and Show
Wednesday, Jan. 18, 12 PM
Lunch with entertainment by Airborne Jazz Trio following the meal. Please purchase your $7 ticket by January 11. No tickets sold at the door.

Your Meaningful Journey
Mondays, Jan 23, 30, Feb 6, 13, 10:30-11:30 AM
A free series with Lois Happe, Spiritual Director. We will discuss what gives your life meaning and enjoyment. Call 860-487-9870.

Fresh Friday
Friday, Jan. 27, 12 PM
Enjoy some homemade lasagna, salad and dessert. Please purchase your $7.00 ticket by January 24. No tickets sold at the door.

Town of Mansfield, Connecticut
Audrey P. Beck Municipal Building
4 South Eagleville Road, Mansfield, CT 06268
mansfieldct.gov 860.429.3336