

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

July 1, 2018 – June 30, 2021

2018-2021

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.

**Article II
UNION SECURITY**

- 2.1** Upon receipt of a membership list submitted by the Union, the Town agreed to verify within ten (10) business days via electronic notification that the Town's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Town shall identify any discrepancies between the membership list and its records.
- 2.2** The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues 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.
- 2.3** The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic

records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to PAC, subject to the requirements of state and federal law. The Town shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorizations" for purposes of this Agreement.

- 2.4** 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 ORIENTATION

An integral part of each employee's tenure with the Town is an understanding of this Agreement and the role of the Union in the employment setting. As such, the Town agrees to provide the Union a thirty (30) minute session during the Town's mandatory new employee orientation. The session will be conducted by Union representatives designated by the union.

The Town shall provide the Union with electronic notification of the name, job title, department, work location, work e-mail addresses, home address and, if available, home and cell phone number, and personal e-mail of any newly hired bargaining unit employee within seven (7) business days of the date of hire.

The Town shall provide the Union with at least ten (10) business days' notice of any orientation and send an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation.

Article IV UNION BUSINESS

- 4.1** 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.
- 4.2
- 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.

- 4.3 The Town agrees that up to four (4) 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.
- 4.4 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 V
RIGHTS OF THE TOWN OF MANSFIELD

- 5.1 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 VI
THE OPERATIONS MANAGER

- 6.1 Except in emergency situations, the 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 VII
OUTSIDE EMPLOYEES AND PART-TIMERS

- 7.1 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.
- 7.2 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 (7.2) shall not be interpreted as a limitation of the Town's right to subcontract.

Article VIII
SENIORITY AND LAYOFFS

- 8.1 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.
- 8.2 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.

- 8.3** 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, 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 PTO load. However, no seniority or other leave time, PTO or other benefits shall accrue during the period of layoff.
- 8.4** 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.
- 8.5** 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. Upon completion of the probationary period, an employee's seniority shall date back to the commencement of his/her employment.
- 8.6** 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.

- 8.7** 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.
- 8.8** 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.
- 8.9** 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 IX PROBATIONARY PERIOD

- 9.1** 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.

9.2 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.

9.3 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.

Article X HOLIDAYS

10.1 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
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- 10.2** 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.
- 10.3** All work performed by bargaining unit employees on the above-enumerated holidays (section **10.1**) 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.
- 10.4** 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.
- 10.5** 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
Memorial Day
Labor Day
Columbus Day

Group IV

Good Friday
Thanksgiving
Friday after Thanksgiving

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)

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

Article XI PAID TIME OFF (PTO)

- 11.1** In recognition of the varying work schedules of Town employees and each employee's diverse need for time away from work, the Town provides a general leave policy of paid time-off (PTO). PTO shall be provided to full-time employees for vacations, illness, off-the job injuries, physical incapacity or non-compensable bodily injury or disease, enforced quarantines in accordance with public health regulations, sexual assault or family violence, medical/dental appointments, personal business, child care problems, pregnancies, for care of immediate family members, funerals, or for any other valid absence as determined by the employee's supervisor.
- 11.2** PTO Load Rate and Process.
- 1) Employees covered by the agreement shall be loaded PTO at the beginning of every fiscal year (July 1). PTO load will be based upon years of service on July 1. Load

schedules are reflected in Table 1.1 and 1.2. This schedule will commence following an initial pro-rated PTO load on November 1, 2019 upon ratification of this collective bargaining agreement.

Load Schedule in Days:

Table 1.1

Length of Service (Years)	PTO Load (Days)	Carry Over (Days)	Maximum Allowed (Days)
1 up to but not including 5	23	5	28
5 up to but not including 10	28	5	33
10 up to but not including 15	33	5	38
15 up to but not including 20	38	5	43
20 +	43	5	48

Load Schedule in Hours:

Table 1.2

Length of Service (Years)	PTO Load (Hours)	Carry Over (Hours)	Maximum Allowed (Hours)
1 up to but not including 5	184	40	224
5 up to but not including 10	224	40	264
10 up to but not including 15	264	40	304
15 up to but not including 20	304	40	344
20 +	344	40	384

New Hire Load Schedule Based on Month of Hire:

Month of Hire	PTO Load Hours	PTO Load Days
July	160 hrs	20.00
August	146.72 hrs	18.34
September	133.44 hrs	16.68
October	120.16 hrs	15.02
November	106.88 hrs	13.36
December	93.60 hrs	11.70
January	80.32 hrs	10.04
February	67.04 hrs	8.38
March	53.76 hrs	6.72
April	40.48 hrs	5.06
May	27.20 hrs	3.40
June	13.92 hrs	1.74

- 2) Eligibility for PTO. Employees shall receive PTO hours immediately upon employment, based on the above schedule. In the event that an employee must be off the job but does not have a sufficient amount of PTO time available, he may submit a leave request for leave without pay. The approval or non-approval of such request will be determined by the employee's supervisor or his/her designee.
- 3) Maximum Allowed Hours. All employees shall have a maximum amount of PTO equal to their number of PTO Load and Carry Over based on years of service on July 1 as outlined in Table 1.1 and 1.2.
- 4) Computing Leave. Any absence for a fraction or part of a day shall be charged in increments of not less than one quarter (1/4) of one hour.
- 5) Scheduling of PTO.
 - i. The scheduling of time off shall be at the discretion of the supervisor based upon operational considerations. Every effort will be made to accommodate the employee's requested dates for PTO.

- ii. PTO requests should be submitted to the supervisor no later than twenty-four (24) hours in advance of the requested leave unless otherwise directed by the employee's supervisor. The supervisor shall have the option of denying or rescheduling the leave to another date and/or time based upon operational or business considerations.
 - iii. PTO must have the prior approval of the employee's supervisor, and shall not be unreasonably denied.
 - iv. If an employee is unable to report to work for any reason, s/he shall communicate this fact to his/her supervisor in accordance with his/her departmental rules and regulations. Such notification shall be made each time a scheduled work shift shall be missed unless authorization has been granted by the supervisor covering a prolonged absence of specified duration. Unless an employee can show good cause, failing to comply with this provision shall be considered an unscheduled absence without pay. Absences not reported in accordance with these provisions shall be subject to disciplinary action.
 - v. The use of PTO with insufficient notice, which is considered to be excessive by the supervisor, may be investigated and the employee may be subject to disciplinary action. Supervisory personnel will document the reasons for initiating an investigation and the conclusion of their investigation.
 - vi. Excessive shall mean more than three (3) absences in any two-week period, or five (5) absences in any three (3) month period.
- 6) Unused paid time off will not be paid out to separating employees. Article 15.1 applies.
- 7) For the year starting July 1, 2020, employees shall be allowed to carry over up to five (5) PTO days.
- 8) For any employee with existing accrued vacation time as of November 1, 2019, such additional time must be expended by June 30, 2021, or it will be forfeited.
- 9) Paid time off replaces vacation leave, sick leave, floating holiday, and personal leave.

Article XII
DISABILITY INSURANCE

12.1 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 PTO leave to supplement their long-term disability benefit 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
FAMILY AND MEDICAL LEAVE

13.1 An employee who has completed at least one year's service and has worked at least 1,250 hours during 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 XIV
BEREAVEMENT LEAVE**

- 14.1** 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 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:

	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY20/21</u>
July 1	0%	1.75%	2.5%*

*Employees who have completed five (5) years of continuous service shall receive an additional one percent (1%) step increase.

- 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 Payment
6 years but less than 10	\$625
10 years but less than 15	\$700
15 years but less than 20	\$800
20 years or more	\$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 \$8, lunch \$10 and dinner \$12; 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 24 hour 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.

16.6 There shall be two (2) fifteen-minute breaks per day. Breaks shall 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 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.
- 18.2** 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.

- B. 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 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 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.

18.9 In the event the Town closes all offices and facilities for the entire workday, bargaining unit employees who are required to work shall receive time and one half (1.5x) of their hourly rate for their normal working hours. This section does not apply for school closures.

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 PTO during this specified period for salary continuation.

For absences in excess of sixty (60) work days, the employee may elect to utilize PTO 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 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 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.

(1) 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 23.1(A)(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	1/1/19	1/1/20	1/1/21
HDHP	14%	15%	15%
PPO	20%	22%	24%

- (3) Effective plan year 2020 (January 1, 2020 – December 31, 2020), the employer will contribute one hundred percent (100%) of the HSA deductible to members who choose the HDHP/HSA plan. The employer contribution will be deposited into the member’s HDHP account for use on the first pay date in January 2020.
 - (4) Effective plan year 2021 (January 1, 2021 – December 31, 2021), the employer will contribute seventy-five percent (75%) of the HSA deductible into the member’s HDHP account for use on the first pay date in January 2020.
 - (5) 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: For 1/1/20 plan year: $((2000/12)*5)=833.33$).
 - (6) For members who choose to transition from the PPO plan to the HDHP/HSA plan in plan year 2020 (January 1 – December 31, 2020), the Town will contribute an additional \$500 (single) / \$1,000 (family) into the employee’s HDHP account.
- 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 on or after January 1, 2018: a HDHP/HSA plan 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. The Town agrees to pay \$240 per month for employees retiring on or after July 1, 2018: (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	\$2,500
Two-person	\$4,000
Family	\$5,000

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. For the individuals currently enrolled in the payment in lieu program, the new rates will go into effect on July 1st, 2020 (payment for January 2020-June 2020) upon ratification of the collective bargaining agreement.

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 22.4(A), 22.4 (C), 22.4 (E)(1) –22.4 (E)(5) and 22.4 (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. 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** 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.

- 25.6** Within thirty (30) calendar days of receipt of a DOT physical from a certified location, the Town agrees to reimburse employees at the full cost of the DOT physical, for the purpose of maintaining the Medical Card. This payment will include all DOT physicals from a certified location for the purpose of maintaining the Medical Card on and after July 1, 2019.

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 in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.

Article XXVII
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 \$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 XXI.

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 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. In the event that federal, state or local laws or regulations become effective, or a decision from a court of competent jurisdiction is issued, which affect both parties' ability to perform their obligations in accordance with the terms of this Agreement, the parties agree to reopen this Agreement for good faith negotiations with respect to such matters.

30.3 This Agreement shall be binding upon the Town and the Union from the date of ratification by both parties and shall continue in full force and effect until midnight of the thirtieth day of June 2021, when it shall expire.

For the Town of Mansfield:

As negotiated by former Town Manager

 10-23-2019

John Carrington, Interim Town Manager

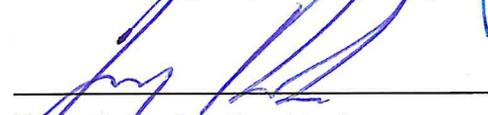


Brian LaVoie, Operations Manager

For Local 2001, CSEA:

 10-23-19

Adrean Rodriguez, Business Representative



Torry B. Rocha, President

APPENDIX A
POSITIONS, FLSA STATUS AND SALARY RANGES

<u>Classification</u>	<u>Grade</u>	<u>FLSA</u>	<u>Salary Ranges</u> <u>FY 18/19</u>		<u>Salary Ranges</u> <u>FY 19/20</u>		<u>Salary Ranges</u> <u>FY 20/21</u>	
			<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Laborer	2	NE	\$48,713	\$54,037	\$49,633	\$55,061	\$50,675	\$56,793
Truck Driver	9	NE	\$56,856	\$61,471	\$57,933	\$62,607	\$59,153	\$64,581
Groundskeeper	9	NE	\$56,856	\$61,471	\$57,933	\$62,607	\$59,153	\$64,581
Mechanic	10	NE	\$59,049	\$63,475	\$60,155	\$64,661	\$61,428	\$66,690
Transfer Station Supervisor	15	NE	\$59,049	\$66,169	\$62,104	\$67,407	\$63,412	\$69,509
Crew Leader	15	NE	\$59,049	\$66,169	\$62,104	\$67,407	\$63,412	\$69,509
Lead Mechanic	16	NE	\$	\$67,714	\$	\$69,021	\$70,470	\$71,179
Road Foreman	16	NE	\$	\$67,714	\$	\$69,021	\$70,470	\$71,179

Notes:

- Salary Range FY 18/19 (based on 261 days) reflects Zero (0%) increase
- Salary Range FY 19/20 (based on 262 days) reflects 1.75% general wage increase
- Salary Range FY 20/21 (based on 261 days) reflects 2.5% general wage increase AND one percent (1%) increase to current base hourly rate for employees who have completed the fifth (5th) consecutive year of service noted as an additional step under each schedule/grade. This step increase will apply to future employees upon completion of 5 years of service
- Salary ranges are rounded to the nearest dollar for the purpose of this chart. Detail is provided in Appendix B.

APPENDIX B

WAGE AND STEP DETAIL

FY 19/20 @ 1.75%
Appendix B

6648-HRBARGSALARY.REP Printed 27-Aug-2019 at 23:57:09 by DUCHARMEN
Town of Mansfield
Bargaining Unit Salary Listing [TRAINING] Page 1

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Effective Date: 01-Jul-2019
1.75% COLA INCREASE EFFECTIVE 7/1/19
Salary Base: H
Pay Type: Hourly
Hours in Year: 2,096.00
Days in Period: 10.00
Periods in Year: 26.200000
Per Diem Days/Year: 262.000000
Step Annual Period Daily Hourly PerDiem Tier#
1 59,170.08 2,258.40 225.84 28.2300 225.84 1
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Effective Date: 01-Jul-2019
1.75% COLA INCREASE EFFECTIVE 7/1/19
Salary Base: H
Pay Type: Salaried
Hours in Year: 2,096.00
Days in Period: 10.00
Periods in Year: 26.200000
Per Diem Days/Year: 262.000000
Step Annual Period Daily Hourly PerDiem Tier#
1 49,633.28 1,884.40 188.44 23.6800 188.44 1
2 52,316.16 1,986.80 198.68 24.9600 198.68 1
3 55,061.92 2,101.60 210.16 26.2700 210.16 1
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Effective Date: 01-Jul-2019
1.75% COLA INCREASE EFFECTIVE 7/1/19
Salary Base: H
Pay Type: Salaried
Hours in Year: 2,096.00
Days in Period: 10.00
Periods in Year: 26.200000
Per Diem Days/Year: 262.000000
Step Annual Period Daily Hourly PerDiem Tier#
1 56,571.04 2,159.20 215.92 26.9900 215.92 1
2 59,128.16 2,256.80 225.68 28.2100 225.68 1
3 61,287.04 2,339.20 233.92 29.2400 233.92 1
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Bargaining Unit: T -DPW Town- Public Works
Schedule: TDPW
Effective Date: 01-Jul-2019
1.75% COLA INCREASE EFFECTIVE 7/1/19
Salary Base: H
Pay Type: Salaried
Hours in Year: 2,096.00
Days in Period: 10.00
Periods in Year: 26.200000
Per Diem Days/Year: 262.000000
Step Annual Period Daily Hourly PerDiem Tier#
1 57,933.44 2,211.20 221.12 27.6400 221.12 1
2 60,469.60 2,308.00 230.80 28.8500 230.80 1
3 62,607.52 2,389.60 238.96 29.8700 238.96 1
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00

Town of Mansfield
Bargaining Unit Salary Listing [TRAINING]

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 10
 Effective Date: 01-Jul-2019
 1.75% COLA INCREASE EFFECTIVE 7/1/19
 Salary Base: H
 Pay Type: Salaried
 Hours in Year: 2,096.00
 Days in Period: 10.00
 Periods in Year: 26.200000
 Per Diem Days/Year: 262.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,155.20	2,256.00	229.60	28.7000	229.60	1
2	63,131.52	2,409.60	240.96	30.1200	240.96	1
3	64,661.60	2,468.00	246.80	30.8500	246.80	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 12
 Effective Date: 01-Jul-2019
 1.75% COLA INCREASE EFFECTIVE 7/1/19
 Salary Base: H
 Pay Type: Salaried
 Hours in Year: 2,096.00
 Days in Period: 10.00
 Periods in Year: 26.200000
 Per Diem Days/Year: 262.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	62,293.12	2,377.60	237.76	29.7200	237.76	1
2	65,206.56	2,488.80	248.88	31.1100	248.88	1
3	66,736.64	2,547.20	254.72	31.8400	254.72	1
4	67,386.40	2,572.00	257.20	32.1500	257.20	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 15
 Effective Date: 01-Jul-2019
 1.75% COLA INCREASE EFFECTIVE 7/1/19
 Salary Base: H
 Pay Type: Salaried
 Hours in Year: 2,096.00
 Days in Period: 10.00
 Periods in Year: 26.200000
 Per Diem Days/Year: 262.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	62,104.48	2,370.40	237.04	29.6300	237.04	1
2	65,122.72	2,485.60	248.56	31.0700	248.56	1
3	67,407.36	2,572.80	257.28	32.1600	257.28	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 16
 Effective Date: 01-Jul-2019
 1.75% COLA INCREASE EFFECTIVE 7/1/19
 Salary Base: H
 Pay Type: Salaried
 Hours in Year: 2,096.00
 Days in Period: 10.00
 Periods in Year: 26.200000
 Per Diem Days/Year: 262.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
3	69,021.28	2,634.40	263.44	32.9300	263.44	1

FY 20/21 @ 2.5%
 Plus additional 1% step
 Appendix B

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 1
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,426.72	2,315.20	231.52	28.9400	231.52	1
2	61,032.24	2,338.40	233.84	29.2300	233.84	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 2
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	50,675.76	1,941.60	194.16	24.2700	194.16	1
2	53,411.04	2,046.40	204.64	25.5800	204.64	1
3	56,229.84	2,154.40	215.44	26.9300	215.44	1
4	56,793.60	2,176.00	217.60	27.2000	217.60	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 5
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,754.08	2,212.80	221.28	27.6600	221.28	1
2	60,384.96	2,313.60	231.36	28.9200	231.36	1
3	62,577.36	2,397.60	239.76	29.9700	239.76	1
4	63,203.76	2,421.60	242.16	30.2700	242.16	1

Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 9
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	59,153.04	2,266.40	226.64	28.3300	226.64	1
2	61,742.16	2,365.60	236.56	29.5700	236.56	1
3	63,934.56	2,449.60	244.96	30.6200	244.96	1
4	64,581.84	2,474.40	247.44	30.9300	247.44	1

=====
 Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 10
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	61,428.96	2,353.60	235.36	29.4200	235.36	1
2	64,456.56	2,469.60	246.96	30.8700	246.96	1
3	66,022.56	2,529.60	252.96	31.6200	252.96	1
4	66,690.72	2,555.20	255.52	31.9400	255.52	1

=====
 Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 12
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	63,600.48	2,436.80	243.68	30.4600	243.68	1
2	66,586.32	2,531.20	253.12	31.8900	253.12	1
3	68,152.32	2,611.20	261.12	32.6400	261.12	1
4	68,799.60	2,636.00	263.60	32.9500	263.60	1
5	69,488.64	2,662.40	266.24	33.2800	266.24	1

=====
 Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 15
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	63,412.56	2,429.60	242.96	30.3700	242.96	1
2	66,502.80	2,548.00	254.80	31.8500	254.80	1
3	68,820.48	2,636.80	263.68	32.9600	263.68	1
4	69,509.52	2,663.20	266.32	33.2900	266.32	1

=====
 Bargaining Unit: T -DPW Town- Public Works
 Schedule: TDPW
 Grade: 16
 Effective Date: 01-Jul-2020
 2.5% COLA INCREASE EFFECTIVE 7/1/20
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
3	70,470.00	2,700.00	270.00	33.7500	270.00	1
4	71,179.92	2,727.20	272.72	34.0900	272.72	1

APPENDIX C
Century Preferred ~ PPO

BENEFIT	Century Preferred ~ PPO (Plan # 236)
<u>Costshares</u>	<p>In-Network services subject to co-pays</p> <p>Out-of-Network Services Available ~ Subject to deductible and coinsurance</p> <p style="text-align: center;">Co-Pays: \$25 PCP / \$25 Specialist \$175 Outpat Hosp / \$350 Inpat Hosp co-pay \$50 Emergency / \$25 Urgent Care Facility</p> <p style="text-align: center;">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</p> <p style="text-align: center;">Lifetime Maximum In-Network & Out-Of-Network- Unlimited</p>
<u>Preventive Care</u> Pediatric	<p>Covered according to age-based schedule: \$0 co-pay</p> <p style="text-align: center;">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</p>
Adult	<p>Covered according to age-based schedule: \$0 co-pay</p> <p style="text-align: center;">22 and over one exam per year</p>
Vision	<p style="text-align: center;">\$0 co-pay</p> <p style="text-align: center;">(Frames & Lenses covered under vision rider)</p>
Hearing	\$0 Co-pay one exam every two years
Gynecological	<p style="text-align: center;">\$0 co-pay</p> <p style="text-align: center;">One Routine Exam Per Member per Calendar Year</p>
<u>Medical Services</u> Medical Office Visit	<p style="text-align: center;">\$25 office visit co-pay PCP \$25 office visit co-pay Specialist</p>
Outpatient PT/OT/ Chiro/Speech	<p style="text-align: center;">\$25 office visit co-pay</p> <p style="text-align: center;">50 combined visits per member per calendar year (subject to medical necessity)</p>
Allergy Services	<p style="text-align: center;">\$25 office visit co-pay</p> <p style="text-align: center;">No copay for injections Unlimited injections</p>
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH	<p style="text-align: center;">\$25 office visit co-pay</p> <p style="text-align: center;">Limited to 40 visits per calendar year</p>

APPENDIX C
Century Preferred ~ PPO (continued)

BENEFIT	Century Preferred ~ PPO (Plan #236)
Emergency Care Emergency Room	\$50 co-pay (waived if admitted)
Urgent Care	\$25 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance
Hospital Care General/Medical/Surgical/ Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$ 350 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$ 350 per admission co-pay
Substance Abuse/ Detox	\$ 350 per admission co-pay
Rehabilitative	\$ 350 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
Hospice	\$ 350 per admission co-pay Unlimited days
Outpatient Hospital Outpatient Surgery Facility Charges	\$ 175 per admission co-pay
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services Durable Medical Equip.	Unlimited Max (Limited to covered items only)
Prosthetics	Unlimited Max
Prescription Drugs	\$15 Generic / \$30 Brand / \$40 Non listed Brand 1 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin (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. 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

APPENDIX C

HDHP Plan – Effective January 1, 2018

	IN-NETWORK	OUT-OF-NETWORK
<u>FINANCIAL:</u>		
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
<u>DEPENDENT LIMITING AGE:</u>	26	26
<u>PREVENTIVE CARE:</u>		
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.
<u>OUTPATIENT CARE:</u>		
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.
<u>MENTAL HEALTH:</u>		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
<u>SUBSTANCE ABUSE:</u>		
Outpatient Treatment	Ded.	Ded. & Co-ins.
Inpatient Treatment	Ded.	Ded. & Co-ins.
<u>ALLERGY CARE:</u>		
Visits	Ded.	Ded. & Co-ins.
Injections	Ded.	Ded. & Co-ins.
<u>HOSPITAL CARE:</u>		
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.
	IN-NETWORK HDHP Plan	OUT-OF-NETWORK HDHP
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:

Effective plan year 2020 (January 1, 2020 – December 31, 2020), the employer will contribute one hundred percent (100%) of the HSA deductible to members who choose the HDHP/HSA plan. The employer contribution will be deposited into the member's HDHP account for use on the first pay date in January 2020.

For members who choose to transition from the PPO plan to the HDHP/HSA plan in plan year 2020 (January 1, 2020 – December 31, 2020), the Town will contribute an additional \$500 (single) / \$1,000 (family) into the employee's HDHP account for use on the first pay date in January 2020.

Effective plan year 2021 (January 1, 2021 – December 31, 2021), the employer will contribute seventy-five percent (75%) of the HSA deductible into the member's HDHP account for use on the first pay date in January 2021.

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. Details are provided in Article 22.1(5) of this Agreement.

