

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

July 1, 2016 – June 30, 2018

**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.

**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 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 OPERATIONS MANAGER**

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

- 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

Memorial Day

Labor Day

Columbus Day

**Group IV**

Good Friday

Thanksgiving

Friday after Thanksgiving

Floating Holiday

**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 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 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:

<b><u>Length of Continuous Service</u></b>	<b><u>Vacation Leave Accrual</u></b>	<b><u>Maximum Accrual on Nov. 1st</u></b>
Six months 40 hr work week employees	6.67 hrs/month $\approx$ 5 days	40 hours $\approx$ 5 days
1 year up to but not including 5 years 40 hr work week employees	6.67 hrs/month $\approx$ 10 days/yr	160 hours $\approx$ 20 days
5 years up to but not including 10 years 40 hr work week employees	10 hrs/month $\approx$ 15 days/yr	200 hours $\approx$ 25 days
10 years up to but not including 20 years		



40 hr work week employees	13.34 hrs/month $\approx$ 20 days/yr	240 hours $\approx$ 30 days
20 years and over 40 hr work week employees	16.67 hrs/month $\approx$ 25 days/yr	280 hours $\approx$ 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 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 14.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1<sup>st</sup> 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 15<sup>th</sup> 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 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		
	<u>FY 16/17</u>	<u>FY 17/18</u>
July 1	2% or 2.25%	2.1% or 2.35%
	(See 15.1A(1))	(See 15.1A(2))

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

- 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 FY 16/17 & 17/18
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 \$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.

**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 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 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~~ 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** 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 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) If the HDHP/HSA plan offered by the Town is not considered an "affordable" option 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. 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(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.

<u>Plan Type</u>	<u>1/1/17</u>	<u>1/1/18</u>
POE/HMO	17.5%	N/A
HDHP	N/A	14%
PPO	17.5%	19%

- (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 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 \$240 per month for employees retiring on or after July 1, 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 24.4(A), 24.4(C), 24.4(E)(1) – 24.4(E)(5) and 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. 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.

## **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 \$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 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 2016 and shall continue in full force and effect until midnight of the thirtieth day of June 2018, when it shall expire.

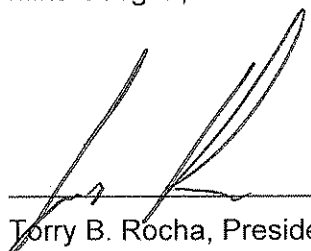
For the Town of Mansfield:

  
\_\_\_\_\_  
Matthew Hart, Town Manager

  
\_\_\_\_\_  
Maria E. Capriola, Assistant Town Manager

For Local 2001, CSEA:

  
\_\_\_\_\_  
Mike Coogan, Business Representative

  
\_\_\_\_\_  
Torry B. Rocha, President

**APPENDIX A**  
**POSITIONS, FLSA STATUS AND SALARY RANGES**

<u>Classification</u>	<u>Grade</u>	<u>FLSA</u>	<b>Salary Ranges FY 16/17</b>		<b>Salary Ranges FY 17/18</b>	
			<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
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:

- FY 17/18 columns reflect a 2.35% general wage increase. Actual amount may be less if 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.

Printed 02-Nov-2016 at 16:25:53 by BENOTISL  
Town of Mansfield  
Bargaining Unit Salary Listing [TRAINING]

=====  
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: Hourly  
Hours in Year: 2,088.00  
Days in Period: 10.00  
Periods in Year: 26.100000  
Per Diem Days/Year: 261.000000  
=====  
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  
=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
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  
=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
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  
=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
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  
=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

FY 16/17 @ 2.25%  
APPENDIX B

```

=====
Bargaining Unit: T      -DPW Town- Public Works      Salary Base: H      User Defined #1      .00
Schedule: TDPW                                     Pay Type: Salaried   User Defined #2      .00
Grade: 10                                           Hours in Year: 2,088.00 User Defined #3      .00
Effective Date: 01-Jul-2016                         Days in Period: 10.00  User Defined #4      .00
Update Calculator Fields for 2016-17                 Periods in Year: 26.100000 User Defined #5      .00
Per Diem Days/Year: 261.000000
=====

```

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      Salary Base: H      User Defined #1      .00
Schedule: TDPW                                     Pay Type: Salaried   User Defined #2      .00
Grade: 12                                           Hours in Year: 2,088.00 User Defined #3      .00
Effective Date: 01-Jul-2016                         Days in Period: 10.00  User Defined #4      .00
Update Calculator Fields for 2016-17                 Periods in Year: 26.100000 User Defined #5      .00
Per Diem Days/Year: 261.000000
=====

```

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      Salary Base: H      User Defined #1      .00
Schedule: TDPW                                     Pay Type: Salaried   User Defined #2      .00
Grade: 15                                           Hours in Year: 2,088.00 User Defined #3      .00
Effective Date: 01-Jul-2016                         Days in Period: 10.00  User Defined #4      .00
Update Calculator Fields for 2016-17                 Periods in Year: 26.100000 User Defined #5      .00
Per Diem Days/Year: 261.000000
=====

```

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      Salary Base: H      User Defined #1      .00
Schedule: TDPW                                     Pay Type: Salaried   User Defined #2      .00
Grade: 16                                           Hours in Year: 2,088.00 User Defined #3      .00
Effective Date: 01-Jul-2016                         Days in Period: 10.00  User Defined #4      .00
Update Calculator Fields for 2016-17                 Periods in Year: 26.100000 User Defined #5      .00
Per Diem Days/Year: 261.000000
=====

```

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%

6648-HRBARGSALARY.REP Printed 03-Nov-2016 at 11:39:50 by BENOTISL  
Town of Mansfield  
Bargaining Unit Salary Listing

=====  
Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Hourly User Defined #2 .00  
Grade: 2 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000  
=====

=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 2 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000  
=====

=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 5 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000  
=====

=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

=====  
Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 9 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000  
=====

=====  
Step Annual Period Daily Hourly PerDiem Tier#  
=====

Town of Mansfield  
Bargaining Unit Salary Listing

Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 10 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000

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 Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 12 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000

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 Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 15 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000

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 Salary Base: H User Defined #1 .00  
Schedule: TDPW Pay Type: Salaried User Defined #2 .00  
Grade: 16 Hours in Year: 2,088.00 User Defined #3 .00  
Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00  
Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00  
Per Diem Days/Year: 261.000000

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%

6648-HRBARGSALARY.REP Printed 03-Nov-2016 at 11:44:52 by BENOTSL  
Town of Mansfield  
Bargaining Unit Salary Listing

=====

Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00

Schedule: TDPW Pay Type: Hourly User Defined #2 .00

Grade: 2 Hours in Year: 2,088.00 User Defined #3 .00

Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00

Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00

Per Diem Days/Year: 261.000000

=====

=====

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 Salary Base: H User Defined #1 .00

Schedule: TDPW Pay Type: Salaried User Defined #2 .00

Grade: 2 Hours in Year: 2,088.00 User Defined #3 .00

Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00

Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00

Per Diem Days/Year: 261.000000

=====

=====

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 Salary Base: H User Defined #1 .00

Schedule: TDPW Pay Type: Salaried User Defined #2 .00

Grade: 5 Hours in Year: 2,088.00 User Defined #3 .00

Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00

Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00

Per Diem Days/Year: 261.000000

=====

=====

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

=====

Bargaining Unit: T -DPW Town- Public Works Salary Base: H User Defined #1 .00

Schedule: TDPW Pay Type: Salaried User Defined #2 .00

Grade: 9 Hours in Year: 2,088.00 User Defined #3 .00

Effective Date: 01-Jul-2016 Days in Period: 10.00 User Defined #4 .00

Update Calculator Fields for 2016-17 Periods in Year: 26.100000 User Defined #5 .00

Per Diem Days/Year: 261.000000

=====

**Town of Mansfield  
Bargaining Unit Salary Listing**

Bargaining Unit:	T	-DPW	Town- Public Works	Salary Base: H	User Defined #1
Schedule:	TDPW			Pay Type: Salaried	User Defined #2
Grade:	10			Hours in Year: 2,088.00	User Defined #3
Effective Date:	01-Jul-2016			Days in Period: 10.00	User Defined #4
	Update Calculator Fields for 2016-17			Periods in Year: 26.100000	User Defined #5

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	Salary Base:	H	User Defined #1
Schedule:	TDPW				Pay Type:	Salaries	User Defined #2
Grade:	12				Hours in Year:	2,088.00	User Defined #3
Effective Date:	01-Jul-2016				Days in Period:	10.00	User Defined #4
Update Calculator Fields for 2016-17					Periods in Year:	26.100000	User Defined #5
					per Diem Days/Year:	261.000000	

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	Salary Base:	H	User Defined #1
Schedule:	TDPW				Pay Type:	Salaries	User Defined #2
Grade:	15				Hours in Year:	2,088.00	User Defined #3
Effective Date:	01-Jul-2016				Days in Period:	10.00	User Defined #4
	Update Calculator Fields for 2016-17				Periods in Year:	26.100000	User Defined #5
					Per Diem Days/Year:	261.000000	

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	-DFW	Town- Public Works	Salary Base:	H	User Defined #1
Schedule:	TPDW			Pay Type:	Salaries	User Defined #2
Grade:	16			Hours in Year:	2,088.00	User Defined #3
Effective Date:	01-Jul-2016			Days in Period:	10.00	User Defined #4
	Update Calculator Fields for 2016-17			Periods in Year:	26.100000	User Defined #5
				Per Diem Days/Year:	261.000000	

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 PPO & POE PLAN COMPARISON EFFECTIVE JANUARY 1, 2017

BENEFIT	Century Preferred ~ PPO (Plan # TBD)	Bluecare ~ HMO / POE (Plan #201)
<b>Costshares</b>	<p>In-Network services subject to co-pays</p> <p>Out-of-Network Services Available ~ Subject to deductible and coinsurance</p> <p>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</p> <p>Lifetime Maximum In-Network &amp; Out-Of-Network-Unlimited</p>	<p>In-Network services subject to co-pays</p> <p><b>Out-of-Network NOT AVAILABLE</b></p> <p>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</p> <p>Lifetime Maximum In-Network -Unlimited</p>
<b>Preventive Care</b>	Covered according to age-based schedule:	Covered according to age-based schedule:
Pediatric	<p>\$0 co-pay</p> <p>Birth to 1 year - 7 exams</p> <p>1 year through 5 years - 7 exams</p> <p>5 years through 11 years - 1 exam every year</p> <p>11 years through 22 years - 1 exam every year</p>	<p>\$0 co-pay</p> <p>Birth to 1 year - 7 exams</p> <p>1 year through 5 years - 7 exams</p> <p>5 years through 11 years - 1 exam every year</p> <p>11 years through 22 years - 1 exam every year</p>
Adult	<p>Covered according to age-based schedule:</p> <p>\$0 co-pay</p> <p>22 and over one exam per year</p>	<p>Covered according to age-based schedule:</p> <p>\$0 co-pay</p> <p>22 and over one exam per year</p>
Vision	<p>\$0 co-pay</p> <p>( Frames &amp; Lenses covered under vision rider )</p>	<p>\$0 co-pay</p> <p>( Frames &amp; Lenses covered under vision rider )</p>
Hearing	\$0 Co-pay one exam every two years	\$0 Co-pay one exam every two years
Gynecological	<p>\$0 co-pay</p> <p>One Routine Exam Per Member per Calendar Year</p>	<p>\$0 co-pay</p> <p>One Routine Exam Per Member per Calendar Year</p>
<b>Medical Services</b>	\$25 office visit co-pay PCP	\$20 office visit co-pay PCP
Medical Office Visit	\$25 office visit co-pay Specialist	\$20 office visit co-pay Specialist
Outpatient PT/OT/ Chiro/Speech	<p>\$25 office visit co-pay</p> <p>50 combined visits per member per calendar year ( subject to medical necessity )</p>	<p>\$15 office visit co-pay</p> <p>Unlimited Visits ( subject to medical necessity )</p>
Allergy Services	<p>\$25 office visit co-pay</p> <p>No copay for injections</p> <p>Unlimited injections</p>	<p>\$20 office visit co-pay</p> <p>No copay for injections</p> <p>maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	<p>\$25 office visit co-pay</p> <p>Limited to 40 visits per calendar year</p>	<p>\$20 office visit co-pay</p> <p>Limited to 40 visits per calendar year</p>

BENEFIT	Century Preferred ~ PPO (Plan #TBD)	Bluecare ~ HMO / POE (Plan #201)
<b>Emergency Care</b>	\$50 co-pay	\$75 co-pay
Emergency Room	( waived if admitted )	( waived if admitted )
<b>Urgent Care</b>	\$25 co-pay	\$25 co-pay
	Participating Facilities only	Participating Facilities only
<b>Ambulance</b>	Covered Land & Air Ambulance	Covered Land & Air Ambulance
<b>Hospital Care</b>		
General/Medical/Surgical/ Maternity (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
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
<b>Outpatient Hospital</b>		
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
<b>Other Services</b>		
Durable Medical Equip.	Unlimited Max (Limited to covered items only )	Unlimited Max (Limited to covered items only )
Prosthetics	Unlimited Max	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 )	\$15 Generic / \$30 Brand / \$40 Non listed Brand 2 co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	<ul style="list-style-type: none"> <li>• A lifetime maximum of 4 cycles for ovulation induction up to age 40.</li> <li>• A lifetime maximum of 3 cycles for intrauterine insemination up to age 40.</li> <li>• A lifetime maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40.</li> <li>• Services related to male infertility.</li> <li>• All related prescription drugs.</li> <li>• All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing &amp; procedures.</li> <li>• All covered services will be paid at the benefit level subject to policy guidelines</li> </ul>	
<b>Dependent Age Max</b>	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.

**APPENDIX C**  
**HDHP Plan – Effective January 1, 2018**

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

<b><u>HOSPITAL CARE:</u></b>		
Semi-Private Hospital Room Admission		Ded. & Co-ins.
Skilled Nursing and Rehabilitation Facilities	Ded.	Ded. & Co-ins.
<b><u>HOME HEALTH CARE:</u></b>	Ded.	Ded. & 25% Co-ins.
<b><u>EMERGENCY CARE:</u></b>		
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
<b><u>PRESCRIPTION DRUGS:</u></b>		
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.

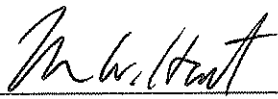


## APPENDIX D

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.

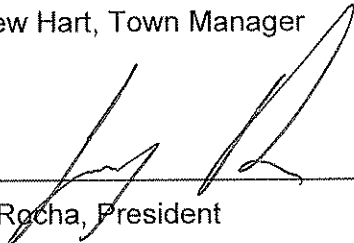
Following the conclusion of the recruitment for Road Foreman, the Town will conduct a recruitment for Road Crew Leader. The Town will use the existing pay grade 15 for the position. The Town will follow the recruitment procedures outlined in the collective bargaining agreement and the Town's personnel 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

01/25/2017

Date

  
\_\_\_\_\_  
Torry Rocha, President

1/25/17

Date

  
\_\_\_\_\_  
[unintelligible]

1/25/17

