

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

**July 1, 2010 – June 30, 2013**

2010-2013

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 Public Works Department of the Town excluding the Director, the Superintendent, clerical employees of the Town, employees in the Engineering Division, part-time employees who regularly perform less than sixteen (16) hours of work per week, seasonal employees and all other Town employees, including employees of the Board of Education.

**Article II  
UNION SECURITY**

- 2.1 As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay a service fee.
- 2.2 As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.
- 2.3 The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues, service fees, and initiation fees and submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card shall be in accordance with the requirements of applicable law.

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

**Article III**  
**UNION BUSINESS**

- 3.1 Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.
- A. Written request for such leave shall be submitted by the Union to the department head at least ten (10) calendar days prior to the first day of such requested leave.
  - B. Not more than an aggregate total of five (5) days of leave from scheduled duty shall be granted annually with pay under this section.
  - C. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a period longer than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
  - D. After the submission of a request for leave under this section, the department head shall grant or deny the request in writing to the Union within three (3) calendar days. In granting any such request, s/he may require that the employee, upon return to duty, furnish evidence of attendance at the conference, institute or seminar for which the leave was granted.
- 3.2 A. One Union steward in the Public Works Department shall be allowed a reasonable amount of paid working time to perform labor- management business, including but not limited to the investigation and presentation of grievances, communicating with

bargaining unit members and with the Union office and/or Union staff, including the use of the telephone for Union business. Notwithstanding the foregoing, the Union or the individual steward will be responsible to reimburse the Town for any long distance calls made on a Town telephone.

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

3.3 The Town agrees that a reasonable number of 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 within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

**Article IV**  
**RIGHTS OF THE TOWN OF MANSFIELD**

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

**Article V**  
**THE SUPERINTENDENT**

- 5.1 Except in emergency situations, the superintendent 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, vacation and sick leave accumulation (if any), seniority and all other benefits (including pension, to the extent permitted by the Connecticut Municipal Employees Retirement System. However, no seniority or other leave time, vacation time or other benefits shall accrue during the period of layoff.
- 7.4 Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty

within ten (10) days after notification of recall (unless waived in accordance with preceding section); or absence without notification for a period of more than three days unless unusual circumstances prevent timely notification. Seniority accumulation shall be suspended but not broken during layoff.

- 7.5** No employee shall attain seniority under this Agreement until s/he has been continuously on the payroll of the Town for a period of one hundred eighty (180) calendar days. During such period, s/he shall be on probation and can be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of the probationary period, an employee's seniority shall date back to the commencement of his/her employment.
- 7.6** When the Town determines a vacancy is to be filled, the Town agrees to offer the job to lower rated employees. The vacant position shall be posted for union members, who shall have a minimum of five (5) working days in which to apply. Vacancy does not include situations in which an incumbent employee is in an existing position that is reclassified to a different classification. If promotions are made to higher rated jobs, they shall be made on the basis of seniority, ability and experience. This is to be determined by the Town Manager and/or the Director of Public Works. Whenever possible, any promotion out of seniority shall be discussed with the Union business agent before being put into effect.
- 7.7** A fourteen (14) calendar day notice shall be given in writing to the Union when there are to be layoffs. A list will be given to the Union indicating the names of employees to be laid off and their seniority status in relation to the remaining employees.
- 7.8** 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. Additionally, the Town will notify the Union of changes in said list as they occur. 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  
HOLIDAYS**

8.1 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	

8.2 To be eligible, an employee must work the regularly scheduled day before and day after the holiday, unless excused because of illness or other reason acceptable to the Town.

8.3 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.

8.4 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.

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

**Group I - Days Open**

Veterans' Day

**Group III - Always on Monday**

Martin Luther King's Birthday  
President's Day  
Memorial Day  
Labor Day  
Columbus Day

**Group II - Days Closed**

New Year's Day  
July Fourth  
Christmas

**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 IX**  
**SICK LEAVE**

- 9.1 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 three (3) days per year except as otherwise stated in the Town's FMLA policy.
- 9.2 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.
- 9.3 A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.
- 9.4 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.

**9.5.** 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 XXII.

**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 utilize any form of accrued leave other than sick leave to supplement their long-term disability benefit; employees may utilize earned leave other than sick leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

## **Article X**

### **FAMILY AND MEDICAL LEAVE**

**10.1** An employee who has completed at least one year's service and has worked at least 1250 hours during that year 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 XI**  
**PERSONAL LEAVE**

**11.1** 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 for the purpose of:

- 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 XII**  
**BEREAVEMENT LEAVE**

**12.1** 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 XIII**  
**VACATIONS**

**13.1** 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:

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

- A. Vacation leave earned in any month of service may be used in any subsequent month.
- B. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 13.1.
- C. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.

**13.2** 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 those employees with the longest seniority.

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

- 13.4** Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 13.1. 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 that prevented an employee from being able to use their leave during the past year.
- 13.5** Unless an employee is eligible for and chooses to take separation leave pursuant to section 14.1 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 XIV**  
**SEPARATION LEAVE**

- 14.1** 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 XV**  
**WAGES AND HOURS**

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

General Wage Increases

	FY 10/11	FY 11/12	FY 12/13
July 1	1.5%	1.5%	Re-opener
January 1	1.5%	1.5%	Re-opener

The parties agree to a re-opener for Year Three (FY 12/13) of this agreement regarding a general wage increase.

- B.** Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.
- C.** Employees shall be paid on a bi-weekly basis. New hires as of July 1, 2010 will be required to utilize direct deposit, unless a hardship is demonstrated and approved.

- 15.2** Employees shall receive longevity pay based on the following formula:

Continuous Full Years of Service Annual Longevity Pay

6 years but less than 10 years	\$575
10 years but less than 15 years	\$650
15 years but less than 20 years	\$750
20 years or more	\$900

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.

**15.3** 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 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.

- 15.4 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. 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.
- 15.5** The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, except that either Monday through Friday or Tuesday through Saturday shall constitute the regular workweek for the solid waste and recycling area crew, custodial crew, or any part of the solid waste and recycling area or custodial crews.
- 15.6** There will be two (2) fifteen-minute coffee breaks per day. Coffee breaks will generally be taken on the job site.
- 15.7** 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.

- 15.8** 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 XVI**

#### **ASSIGNMENTS AT HIGHER RATED CLASSIFICATIONS**

- 16.1** 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.
- 16.2** In the case of assignments to a higher rated classification, if the employee works more than one (1) hour 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 XVII**  
**OVERTIME**

- 17.1 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.
- 17.2 An employee may accrue compensatory time in lieu of overtime. No employee may accumulate more than 60 hours of compensatory time. Employees will have six months following the quarter that the compensatory time was earned in to utilize these hours. Requests to take compensatory time must be made at least 24 hours in advance.
- 17.3 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.
- 17.4 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.

17.5 There shall be no pyramiding of overtime premiums.

17.6 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.

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

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

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

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

### Article XVIII

#### WORKERS' COMPENSATION

18.1 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 XIX**  
**DISCIPLINARY PROCEDURE**

- 19.1** No employee covered by this Agreement shall be discharged or disciplined except for just cause.
- 19.2** Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement.
- 19.3** 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.

**Article XX**  
**GRIEVANCE PROCEDURE**

- 20.1** 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.

**20.2 Step One:** The Union steward and/or the aggrieved employee shall present the grievance in writing to his/her immediate supervisor not later than five (5) days after the occurrence of the incident giving rise to the grievance, or within five (5) 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 five (5) days.

**20.3 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 five (5) 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 five (5) days. If the grievance is not resolved, it may then be submitted within five (5) days hereafter to the Town Manager.

**20.4 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 ten (10) 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 XXI**  
**ARBITRATION**

- 21.1 If the grievance is not settled by the procedures outlined in Article XVIII, 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 fifteen (15) 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.
- 21.2 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.
- 21.3 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 XXII**  
**INSURANCE PROGRAM**

- 22.1 On behalf of the employees, the Town will maintain group membership in a PPO and POE/HMO 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 any of the two options.
- A. 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.

- B. 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.
- C. 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>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>
POE/HMO	10%	13%	14%
	12.5% on 1/1/11		
PPO	11%	13%	14%
	12.5% on 1/1/11		

- 22.2 A. The Town shall provide the following insurance for employees retiring subsequent to July 1, 2010: 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.
- B. Upon execution of this agreement, the Town agrees to pay \$140 per month toward the cost of the insurance defined in 22.2A for each employee who retires after July 1, 2010: (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.

**22.3** 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.

**22.4** 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. 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. 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.

Participating employees may opt to have their payment contributed to their 457 deferred compensation account so long as the contribution is within the annual

allowable contribution limits for 457 accounts as designated by the IRS.

- D. Payments are considered taxable in accordance with the IRS Code.
- E. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:
- (1) The coverage that the employee had through another plan is terminated.  
(Copy of plan documents required.)
  - (2) The employee and/or his/her dependents become ineligible for coverage under the other plan.
  - (3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.
  - (4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.
  - (5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.
  - (6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.
- F. Employees re-enrolling may enroll only in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.
- G. Employees retiring after July 1, 2010 may also participate in the payment in lieu of health benefits program for a benefit of \$750 per year. The requirements of sections 23.4(A), 23.4(C), 23.4(E)(1) – 23.4(E)(5) and 23.4(F) shall apply to this

subsection.

**Article XXIII**  
**PENSIONS**

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

**Article XXIV**  
**SAFETY AND HEALTH**

- 24.1** 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.
- 24.2** The Town will provide each employee a \$350 per year clothing and shoe allowance payable during the month of August each year this contract is in effect. New employees will receive the applicable clothing allowance on a prorated basis, based on their date of employment.
- 24.3** Regularly appointed lead mechanics, mechanics and mechanics helpers will be provided with an additional \$50 clothing and shoe allowance during July each year this contract is in effect.
- 24.4** Failure to wear approved safety shoes or to use safety equipment as directed will result in disciplinary action by the Town.
- 24.5.** 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 XXV**  
**OUTSIDE EMPLOYMENT**

**25.1** 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**

**26.1** 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.

**26.2** The Town will continue its practice of providing a lost and broken tool allowance of up to \$200 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.

- 26.3 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, political affiliation, union membership, military service and veteran's status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 – Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XXI (grievance procedure).

#### **Article XXVII**

#### **NO LOCKOUT- NO STRIKE**

- 27.1 The Town agrees that it will not lock out the employees covered by this Agreement during its term.
- 27.2 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.
- 27.3 Any or all employees participating in such strike or other prohibited activity described above in section 27.2 shall be subject to disciplinary action by the Town up to and including discharge.

#### **Article XXVIII**

#### **DRUG TESTING**

- 28.1 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 XXIX**  
**DURATION AND RENEWAL**

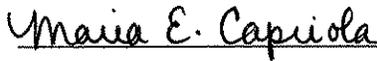
- 29.1 The parties agree that the above sections constitute the full and complete Agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.
- 29.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 29.3 This Agreement shall be binding upon the Town and the Union from the first day of July 2010 and shall continue in full force and effect until midnight of the thirtieth day of June 2013, when it shall expire.

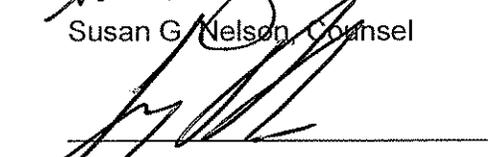
For the Town of Mansfield

For Local 2001, CSEA

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

  
\_\_\_\_\_  
Susan G. Nelson, Counsel

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

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

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

			Salary Ranges							
Classification	Grade	FLSA	FY 10/11				FY 11/12			
			7/1/10		1/1/11		7/1/11		1/1/12	
			Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Landfill Operator	1	NE	\$40,820	\$43,806	\$41,405	\$44,433	\$42,031	\$45,101	\$42,658	\$45,769
Laborer	2	NE	\$41,322	\$45,832	\$41,948	\$46,521	\$42,574	\$47,210	\$43,222	\$47,920
Truck Driver	5	NE	\$47,105	\$51,031	\$47,815	\$51,803	\$48,525	\$52,576	\$49,256	\$53,369
Groundskeeper	9	NE	\$48,212	\$52,179	\$48,943	\$52,931	\$49,674	\$53,724	\$50,425	\$54,539
Mechanic	10	NE	\$50,112	\$53,850	\$50,843	\$54,664	\$51,615	\$55,478	\$52,388	\$56,313
Landfill Supervisor	12	NE	\$51,908	\$55,562	\$52,659	\$56,376	\$53,453	\$57,232	\$54,246	\$58,088
Crew Leader (Roads, Grounds)	15	NE	\$51,720	\$56,167	\$52,471	\$56,982	\$53,265	\$57,838	\$54,058	\$58,715
Lead Mechanic	16	NE		\$57,462		\$58,297		\$59,174		\$60,072

# APPENDIX B

\*\* BUGRDLST.REP \*\* Printed 09232010 14:19:09 by ADUCHARME Page 1

Town of Mansfield  
Grade & Step Listing  
Effective 7/1/10

	Annual	Period	Daily	Hourly
TDPW Town-Public Works				
Grade: 001	Step 1: 40,820.00	1,564.00	156.40	19.5500
Hrs/Year: 2,088.00	Step 2: 42,470.00	1,627.20	162.72	20.3400
Hrs/Day: 8.00	Step 3: 43,806.00	1,678.40	167.84	20.9800
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 002	Step 1: 41,322.00	1,583.20	158.32	19.7900
Hrs/Year: 2,088.00	Step 2: 43,597.00	1,670.40	167.04	20.8800
Hrs/Day: 8.00	Step 3: 45,832.00	1,756.00	175.60	21.9500
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 005	Step 1: 47,105.00	1,804.80	180.48	22.5600
Hrs/Year: 2,088.00	Step 2: 49,256.00	1,887.20	188.72	23.5900
Hrs/Day: 8.00	Step 3: 51,031.00	1,955.20	195.52	24.4400
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 009	Step 1: 48,212.00	1,847.20	184.72	23.0900
Hrs/Year: 2,088.00	Step 2: 50,383.00	1,930.40	193.04	24.1300
Hrs/Day: 8.00	Step 3: 52,179.00	1,999.20	199.92	24.9900
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 010	Step 1: 50,112.00	1,920.00	192.00	24.0000
Hrs/Year: 2,088.00	Step 2: 52,534.00	2,012.80	201.28	25.1600
Hrs/Day: 8.00	Step 3: 53,850.00	2,063.20	206.32	25.7900
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 012	Step 1: 51,908.00	1,988.80	198.88	24.8600
Hrs/Year: 2,088.00	Step 2: 54,309.00	2,080.80	208.08	26.0100
Hrs/Day: 8.00	Step 3: 55,562.00	2,128.80	212.88	26.6100
Days/Period: 10.00				
TDPW Town-Public Works				
Grade: 015	Step 1: 51,720.00	1,981.60	198.16	24.7700
Hrs/Year: 2,088.00	Step 2: 54,267.00	2,079.20	207.92	25.9900
Hrs/Day: 8.00	Step 3: 56,167.00	2,152.00	215.20	26.9000
Days/Period: 10.00				

Town of Mansfield  
Grade & Step Listing  
Effective 7/1/10

===== Annual =====	===== Period =====	===== Daily =====	===== Hourly =====
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TDPW Town-Public Works				
Grade: 016	Step 3:	57,462.00	2,201.60	220.16 27.5200
Hrs/Year: 2,088.00				
Hrs/Day: 8.00				
Days/Period: 10.00				

Town of Mansfield  
 Grade & Step Listing  
 Effective 1/1/11

		Annual	Period	Daily	Hourly
TDPW Town-Public Works					
Grade: 001	Step 1:	41,405.00	1,586.40	158.64	19.8300
Hrs/Year: 2,088.00	Step 2:	43,117.00	1,652.00	165.20	20.6500
Hrs/Day: 8.00	Step 3:	44,433.00	1,702.40	170.24	21.2800
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 002	Step 1:	41,948.00	1,607.20	160.72	20.0900
Hrs/Year: 2,088.00	Step 2:	44,224.00	1,694.40	169.44	21.1800
Hrs/Day: 8.00	Step 3:	46,521.00	1,782.40	178.24	22.2800
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 005	Step 1:	47,815.00	1,832.00	183.20	22.9000
Hrs/Year: 2,088.00	Step 2:	49,966.00	1,914.40	191.44	23.9300
Hrs/Day: 8.00	Step 3:	51,803.00	1,984.80	198.48	24.8100
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 009	Step 1:	48,943.00	1,875.20	187.52	23.4400
Hrs/Year: 2,088.00	Step 2:	51,114.00	1,958.40	195.84	24.4800
Hrs/Day: 8.00	Step 3:	52,931.00	2,028.00	202.80	25.3500
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 010	Step 1:	50,843.00	1,948.00	194.80	24.3500
Hrs/Year: 2,088.00	Step 2:	53,328.00	2,043.20	204.32	25.5400
Hrs/Day: 8.00	Step 3:	54,664.00	2,094.40	209.44	26.1800
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 012	Step 1:	52,659.00	2,017.60	201.76	25.2200
Hrs/Year: 2,088.00	Step 2:	55,102.00	2,111.20	211.12	26.3900
Hrs/Day: 8.00	Step 3:	56,376.00	2,160.00	216.00	27.0000
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 015	Step 1:	52,471.00	2,010.40	201.04	25.1300
Hrs/Year: 2,088.00	Step 2:	55,061.00	2,109.60	210.96	26.3700
Hrs/Day: 8.00	Step 3:	56,982.00	2,183.20	218.32	27.2900
Days/Period: 10.00					

Town of Mansfield  
Grade & Step Listing  
Effective 1/1/11

===== Annual =====	===== Period =====	===== Daily =====	===== Hourly =====
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TDPW Town-Public Works					
Grade: 016	Step 3:	58,297.00	2,233.60	223.36	27.9200
Hrs/Year: 2,088.00					
Hrs/Day: 8.00					
Days/Period: 10.00					

Town of Mansfield  
 Grade & Step Listing  
 Effective 7/1/11

		Annual	Period	Daily	Hourly
TDPW Town-Public Works					
Grade: 001	Step 1:	42,031.00	1,610.40	161.04	20.1300
Hrs/Year: 2,088.00	Step 2:	43,764.00	1,676.80	167.68	20.9600
Hrs/Day: 8.00	Step 3:	45,101.00	1,728.00	172.80	21.6000
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 002	Step 1:	42,574.00	1,631.20	163.12	20.3900
Hrs/Year: 2,088.00	Step 2:	44,892.00	1,720.00	172.00	21.5000
Hrs/Day: 8.00	Step 3:	47,210.00	1,808.80	180.88	22.6100
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 005	Step 1:	48,525.00	1,859.20	185.92	23.2400
Hrs/Year: 2,088.00	Step 2:	50,718.00	1,943.20	194.32	24.2900
Hrs/Day: 8.00	Step 3:	52,576.00	2,014.40	201.44	25.1800
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 009	Step 1:	49,674.00	1,903.20	190.32	23.7900
Hrs/Year: 2,088.00	Step 2:	51,887.00	1,988.00	198.80	24.8500
Hrs/Day: 8.00	Step 3:	53,724.00	2,058.40	205.84	25.7300
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 010	Step 1:	51,615.00	1,977.60	197.76	24.7200
Hrs/Year: 2,088.00	Step 2:	54,121.00	2,073.60	207.36	25.9200
Hrs/Day: 8.00	Step 3:	55,478.00	2,125.60	212.56	26.5700
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 012	Step 1:	53,453.00	2,048.00	204.80	25.6000
Hrs/Year: 2,088.00	Step 2:	55,938.00	2,143.20	214.32	26.7900
Hrs/Day: 8.00	Step 3:	57,232.00	2,192.80	219.28	27.4100
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 015	Step 1:	53,265.00	2,040.80	204.08	25.5100
Hrs/Year: 2,088.00	Step 2:	55,896.00	2,141.60	214.16	26.7700
Hrs/Day: 8.00	Step 3:	57,838.00	2,216.00	221.60	27.7000
Days/Period: 10.00					

Town of Mansfield  
Grade & Step Listing  
Effective 7/1/11

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Annual      Period      Daily      Hourly
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TDPW Town-Public Works

Grade: 016 Step 3: 59,174.00 2,267.20 226.72 28.3400

Hrs/Year: 2,088.00

Hrs/Day: 8.00

Days/Period: 10.00

Town of Mansfield  
 Grade & Step Listing  
 Effective 1/1/12

		Annual	Period	Daily	Hourly
TDPW Town-Public Works					
Grade: 001	Step 1:	42,658.00	1,634.40	163.44	20.4300
Hrs/Year: 2,088.00	Step 2:	44,412.00	1,701.60	170.16	21.2700
Hrs/Day: 8.00	Step 3:	45,769.00	1,753.60	175.36	21.9200
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 002	Step 1:	43,222.00	1,656.00	165.60	20.7000
Hrs/Year: 2,088.00	Step 2:	45,560.00	1,745.60	174.56	21.8200
Hrs/Day: 8.00	Step 3:	47,920.00	1,836.00	183.60	22.9500
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 005	Step 1:	49,256.00	1,887.20	188.72	23.5900
Hrs/Year: 2,088.00	Step 2:	51,469.00	1,972.00	197.20	24.6500
Hrs/Day: 8.00	Step 3:	53,369.00	2,044.80	204.48	25.5600
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 009	Step 1:	50,425.00	1,932.00	193.20	24.1500
Hrs/Year: 2,088.00	Step 2:	52,659.00	2,017.60	201.76	25.2200
Hrs/Day: 8.00	Step 3:	54,539.00	2,089.60	208.96	26.1200
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 010	Step 1:	52,388.00	2,007.20	200.72	25.0900
Hrs/Year: 2,088.00	Step 2:	54,935.00	2,104.80	210.48	26.3100
Hrs/Day: 8.00	Step 3:	56,313.00	2,157.60	215.76	26.9700
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 012	Step 1:	54,246.00	2,078.40	207.84	25.9800
Hrs/Year: 2,088.00	Step 2:	56,773.00	2,175.20	217.52	27.1900
Hrs/Day: 8.00	Step 3:	58,088.00	2,225.60	222.56	27.8200
Days/Period: 10.00					
TDPW Town-Public Works					
Grade: 015	Step 1:	54,058.00	2,071.20	207.12	25.8900
Hrs/Year: 2,088.00	Step 2:	56,731.00	2,173.60	217.36	27.1700
Hrs/Day: 8.00	Step 3:	58,715.00	2,249.60	224.96	28.1200
Days/Period: 10.00					

Town of Mansfield  
Grade & Step Listing  
Effective 1/1/12

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Annual      Period      Daily      Hourly
=====
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TDPW Town-Public Works  
Grade: 016            Step 3: 60,072.00    2,301.60    230.16    28.7700  
Hrs/Year: 2,088.00  
Hrs/Day:        8.00  
Days/Period: 10.00

**APPENDIX C**

**HEALTH INSURANCE PLAN DESIGN**

<b>BENEFIT</b>	<b>PPO (BEGINNING JANUARY 1, 2011)</b>	<b>HMO/POE (BEGINNING JANUARY 1, 2011)</b>
<b>Costshares</b>	<p>In-Network services subject to co-pays                      Out-of-Network services subject to deductible and coinsurance                      \$ 20 PCP / \$ 25 Specialist                      \$ 175 Outpat Hosp / \$ 350 Inpat Hosp co-pay                      \$50 Emergency / \$25 Urgent Care Facility                      Deductible \$400/\$800/\$1,000                      Cost share Maximum \$1,600/\$3,200/\$4,000                      Out of Pocket Cost \$2,000/\$4,000/\$5,000</p> <p><b>Lifetime Maximum In-Network -Unlimited</b></p>	<p>In-Network services subject to co-pays                      Out-of-Network not available</p> <p>\$ 15 PCP / \$ 15 Specialist                      \$ 100 Op Hsp / \$ 200 Inpat Hosp co-pay                      \$75 Emergency / \$50 Urgent Care Facility</p> <p><b>Lifetime Maximum In-Network -Unlimited</b></p>
<b>Preventive Care Pediatric</b>	<p>Covered according to age-based schedule:                      \$20 co-pay                      Per Federal Regulations Preventive will be covered at 100% effective January 1, 2011                      Birth to 1 year - 6 exams                      1 year through 5 years - 6 exams                      6 years through 10 years - 1 exam every two years                      11 years through 21 years - 1 exam every year                      Not covered out of Network</p>	<p>Covered according to age-based schedule:                      \$15 co-pay                      Per Federal Regulations Preventive will be covered at 100% effective January 1, 2011                      Birth to 1 year - 6 exams                      1 year through 5 years - 6 exams                      6 years through 10 years - 1 exam every two years                      11 years through 21 years - 1 exam every year                      Not covered out of Network</p>
<b>Adult</b>	<p>Covered according to age-based schedule:                      \$20Co-pay                      22 through 29 one exam every 5 years                      30 through 39 one exam every 3 years                      40 through 49 one exam every 2 years                      50 and over one exam per year                      Not covered out of Network</p>	<p>Covered according to age-based schedule:                      \$15 Co-pay                      22 through 29 one exam every 5 years                      30 through 39 one exam every 3 years                      40 through 49 one exam every 2 years                      50 and over one exam per year                      Not covered out of Network</p>
<b>Vision</b>	<p>\$20 Co-pay one exam every two years                      ( Frames &amp; Lenses covered under vision rider )                      Not covered out of Network</p>	<p>\$15 Co-pay one exam every two years                      ( Frames &amp; Lenses covered under vision rider )                      Not covered out of Network</p>
<b>Hearing</b>	\$ 20 Co-pay	\$ 15 Co-pay
<b>Gynecological</b>	\$15 Co-pay Routine annual exam	\$15 Co-pay Routine annual exam
<b>Medical Services Medical Office Visit</b>	\$ 20 office visit co-pay PCP \$ 25 office visit co-pay Specialist	\$ 15 office visit co-pay PCP \$ 15 office visit co-pay Specialist
<b>Outpatient PT/OT/Chro/ Speech</b>	\$ 20 office visit co-pay Unlimited Visits ( subject to medical necessity )	\$ 15 office visit co-pay Unlimited Visits ( subject to medical necessity )
<b>Allergy Services</b>	\$20 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years	\$15 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years
<b>Diagnostic Lab &amp; X-ray</b>	Covered	Covered
<b>Inpatient Medical Services</b>	Covered	Covered
<b>Surgery Fees</b>	Covered	Covered

Office Surgery	Covered	Covered
Outpatient MH	\$ 20 office visit co-pay Limited to 40 visits per calendar year	\$ 15 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$ 50 co-pay ( waived if admitted )	\$ 75 co-pay ( waived if admitted )
Urgent Care	\$ 25 co-pay Participating Facilities only	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
General/Medical/Surgical/ Maternity (Semi-Private)	\$ 350 per admission co-pay	\$ 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 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 90 days per calendar year	\$ 200 per admission co-pay up to 90 days per calendar year
Hospice	\$ 350 per admission co-pay up to 60 days per calendar year	\$ 200 per admission co-pay up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	\$ 175 per admission co-pay	\$ 100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equip.	Covered (Limited to covered items only ) Prosthetics limited to \$ 1,000 annual max	Covered (Limited to covered items only ) Prosthetics limited to \$ 1,000 annual max
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand I co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin ( Oral contraceptives are covered )	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand I co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% ( limited to covered services only )	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% ( limited to covered services only )
Dependent age max	Per Federal regulations eligible dependents will be covered to age 26 effective January 1, 2011	Per Federal regulations eligible dependents will be covered to age 26 effective January 1, 2011

*Note: For July 1, 2010 – December 31, 2010, the Plan Design in effect is the same as the previous collective bargaining agreement dated July 1, 2006-June 30, 2010. Please reference that document's appendix for summary of benefits.*

