

AGREEMENT BETWEEN  
THE TOWN OF MIDDLEBOROUGH  
BOARD OF GAS & ELECTRIC COMMISSIONERS  
MIDDLEBOROUGH GAS AND ELECTRIC DEPARTMENT  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
CLERICAL UNIT

For the Period:  
January 1, 2019  
to  
December 31, 2021

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APPENDIX A.....

**This Agreement** entered into by the Town of Middleborough, Board of Gas & Electric Commissioners, Middleborough Gas and Electric Department (Employer or MGED) and the American Federation of State, County and Municipal Employees, Local 3502 has as its purpose, the promotion of harmonious relations between the Employer and the American Federation of State, County and Municipal Employees, the establishment of an equitable, peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment only for permanent full-time and permanent part-time employees.

ARTICLE 1  
RECOGNITION

The Employer recognizes the American Federation of State, County and Municipal Employees as the sole and the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and some other conditions of employment for all permanent full-time and permanent part-time clerical employees employed by the Middleborough Gas and Electric Department.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the American Federation of State, County and Municipal Employees or changing any condition contained in this Agreement.

Nothing contained herein shall abrogate the right of the MGED to engage counsel or otherwise attempt to change laws pertaining to collective bargaining.

ARTICLE 2  
MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the MGED retains all rights of management, including the right to direct employees, to hire, classify, promote, train, transfer, assign and retain employees; and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, lack of funds, or for causes beyond MGED's control; to provide uniforms and equipment when required, to determine organization and budget, to maintain the efficiency of the operations entrusted

to MGED and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting; similarly, to take whatever action may be necessary regardless of prior commitments to carry out the responsibilities of MGED in an emergency or any unforeseen combination of circumstances which calls for immediate action. MGED and its management officials have the right to make reasonable rules and regulations pertaining to employees consistent with this agreement.

When a new position is to be established by MGED within the scope of this unit, MGED agrees to notify the Union of its intent prior to the establishment of said position, for the purpose of negotiating hours, wages and such other working conditions as may be required after consultation with the Union. The failure by Management to exercise any of its rights in one or more situations will not be a waiver of those rights.

ARTICLE 3  
UNION REPRESENTATIVES

A written list of American Federation of State, County and Municipal Employees representatives shall be furnished to the Employer immediately after their designation and the American Federation of State, County and Municipal Employees shall notify the Employer of any change.

The above persons shall be granted reasonable time off during working hours to investigate grievances and for contract negotiations.

ARTICLE 4  
UNION DUES/VOLUNTARY AGENCY FEE

The Employer agrees to provide the Union Steward identified by the Union with the name, title and starting pay rate of any new employee and to allow a Union representative and the employee to meet up to a half hour to discuss membership in the Union.

ARTICLE 5  
DISCRIMINATION AND COERCION

There shall be no discrimination by agents of the Employer against any employee because of his or her activity or

membership in the American Federation of State, County and Municipal Employees. The Employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of this Agreement.

In instances where assignments were given which may have been in violation of this contract, the work will be carried out and the grievance procedure subsequently followed.

Whenever a question of discrimination or coercion arises, such question shall be resolved through the grievance procedure as established in this Agreement.

#### ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is defined as an alleged direct violation of a specific provision of this Agreement, and shall be processed in accordance with the following procedure. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1:

The union steward or representative with or without the aggrieved employee, shall take up the grievance or dispute within seven (7) working days with the Business Manager. The Business Manager shall respond in writing to the grievance within seven (7) working days of the date it was presented.

Step 2:

If the employee is still aggrieved, the matter shall be documented in writing and presented to the General Manager within ten (10) working days of the receipt of the decision of the Business Manager. The General Manager shall discuss the matter with all parties concerned and render a decision in writing within ten (10) working days after the matter was presented.

Step 3:

If the employee or the American Federation of State, County and Municipal Employees is further aggrieved, the matter may be appealed in writing to the Gas and Electric Commission within ten (10) working days of the date the decision was received from

the General Manager. The Gas and Electric Commission shall review the matter at its next regularly scheduled meeting and make a decision in writing within a reasonable time period but not later than the next scheduled Commission meeting.

Step 4:

If the grievance is still unsettled, either party may request arbitration by filing a Demand for Arbitration with the other party within twenty-one (21) working days of the Step 3 reply or its due date. After the Demand is filed, the parties will endeavor to select a mutually agreeable arbitrator to preside over the matter. If the parties are unable to select a mutually agreeable arbitrator within fourteen (14) days of the date of the Demand, each party will thereafter select and designate its own arbitrator. Such selection shall be made no later than twenty-eight (28) days from the date of the Demand. The two designated arbitrators shall then confer and select a third, mutually agreeable arbitrator, no later than forty-nine (49) days from the date of the Demand.

Arbitration Procedure: The arbitrator(s) shall establish the procedural ruled to be followed at the Arbitration. The decision of the arbitrator shall be final and binding on all parties, and the arbitrator(s) shall be requested to make a decision within thirty (30) days after the conclusion of testimony and argument. The expense for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. If there are three (3) arbitrators, each party shall bear the cost of its own arbitrator and shall equally share the expense of the third arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator(s).

Any grievance concerning disciplinary action resulting in the loss of pay shall begin at the second step of this procedure.

ARTICLE 7  
TERM OF AGREEMENT

This Agreement shall become effective January 1, 2019 and shall remain in effect until December 31, 2021.

ARTICLE 8  
RENEWAL

Should neither party to this Agreement send notice of termination as described in Article 11, this Agreement will be considered to have been automatically renewed for another calendar year.

ARTICLE 9  
CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement at least ninety (90) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall thereafter seek establishment of a meeting for purposes of discussion and amicable accommodation for desired changes. Nothing in this article shall preclude the American Federation of State, County and Municipal Employees or the Employer from modifying any previous proposals during the course of the negotiations.

As part of this agreement MGED and Union agree to work together to develop and/or update job descriptions for all positions covered by this agreement. The parties further agree to conduct a wage and classification study of all positions. Upon completion, the parties agree to meet to discuss the findings and wage adjustments if the study so warrants. It is understood that there shall be no salary reductions as a result of the study.

ARTICLE 10  
PROTECTION CLAUSE

In the event that MGED is sold, phased out, merged or transferred to another company or organization, then the Board of Gas & Electric Commissioners of MGED shall use all available legal means to assure the hours, wages and conditions of employment set forth in this collective bargaining agreement



will bind and continue under the new entity.

ARTICLE 11  
TERMINATION

This Agreement will remain in effect until December 31, 2021. At that time, either party may terminate this Agreement provided such termination is transmitted through the registered United States mail to the responsible signatories to the Agreement. In no case, may a termination notice be sent less than ninety (90) days prior to the termination date herein agreed.

ARTICLE 12  
HOURS OF WORK

All full-time bargaining unit employees will be required to work at least forty (40) hours in any given week.

Specific hours to be worked will be pre-determined based on seniority within the bargaining unit. Present working hours will be continued and a second shift will be added. Working hours for any shift cannot be changed for purposes of circumventing the overtime provisions of this Agreement.

Except for emergency situations, work schedules shall not be changed except upon two (2) weeks advance written notice to the employees affected by any change. No such changes shall be made except for bona-fide reasons.

All bargaining unit personnel will have one half-hour lunch period. The Business Manager (or designee) will assign specific lunch hour periods.

All bargaining unit personnel will have two (2) fifteen minute breaks each shift. The Business Manager (or designee) will assign specific break periods.

Employees working in excess of 8 hours in a day or 40 hours in any week shall be compensated for such hours in excess of 8 or 40 at the rate of time and one-half (1 <sup>1</sup>/<sub>2</sub>).

Under "Emergency Conditions," all time worked shall be paid at time and three-quarters (1 <sup>3</sup>/<sub>4</sub>), regardless of the day or time

the work is performed. "Emergency Conditions" and a "Declaration of Emergency" are detailed in Operations Policy Number 15, and this pay rate will continue until the "Declaration of Emergency" has been terminated by the General Manager.

ARTICLE 13  
EMPLOYEE OBLIGATIONS

The employees and the Union on their behalf agree that it is the obligation of the employees to bring a sufficient level of skill, ability, competence and devotion to their duties to insure the highest standards of workplace and public safety, efficiency and system reliability. All new hires skills will be evidenced by an accounting degree or similar background with a working knowledge of Excel, Word, and computer input skills. It is agreed also that as public servants, all bargaining unit employees are to be held to high standards of professionalism and personal integrity in performing their duties.

ARTICLE 14  
PUBLIC SERVICE

The Employer and the American Federation of State, County and Municipal Employees shall recognize and adhere to all state labor laws, rules and regulations and agreements entered into between the Employer and others.

After an employee has been in the employ of the Employer for a period of twelve (12) months, no employee in the unit shall be discharged, suspended, or lowered in rank or compensation without the employee's consent unless there is just cause and reasons given to the employee in writing.

ARTICLE 15  
JOB ASSIGNMENTS

All employees represented by the bargaining unit will be assigned a uniform job function. However, each employee will be required, from time-to-time, to perform all other job functions as dictated by the needs of MGED. The employees agree and recognize that advancement to the position of Senior Clerk will be based upon the employee's ability and willingness to perform all office tasks and procedures. Before an employee may begin

the training process to become eligible for advancement to the position of Senior Clerk, the employee must have completed at least two (2) years of service at the Clerical level. It is understood that the advancement to the position of Senior Clerk is not automatic, but instead is within the sole discretion of Management. When an employee becomes eligible for promotion, they will be promoted to the next available step in new pay grade, and shall receive a minimum increase of not less than five (5) percent.

In the event of a retirement or separation of a member of the Clerical Union, MGED shall have the right to replace the employee with up to two part-time employees. The permanent part-time employees will be assigned to work no more 19 hours per week. All part-time employees will receive proportionate sick leave and vacation time, but will not be eligible to receive medical or pension benefits.

ARTICLE 16  
MISCELLANEOUS PROVISIONS

Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. The parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Should any provision of this Agreement be found to be in violation of any federal or state law by a court or competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If proper notice is given by either part to the desirability of amending, modifying or changing such benefit, privilege or working conditions, it shall be subject to negotiations between parties. Should any provision of this Agreement be found to be in violation of any federal and/or state law or bylaw, this Agreement shall not require either party to perform any act in violation of that law, notwithstanding any contrary provision of this Agreement.

No Discrimination or Harassment - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, gender identity or expression, sex, sexual orientation, family status, marital status or

political affiliation. The parties also agree to maintain a workplace environment free of harassment based on race, creed, gender identity or expression, sex, sexual orientation, family status, marital status or political affiliation.

Union Stewards - Only those members that are involved directly with setting up new proposals and bargaining for the next contract or settling grievances shall be permitted the time during a workday, if necessary, if agreeable with the Business Manager (or designee).

Employee Logo-wear - In order to convey a professional image for employees at the administrative office, each member of the Clerical Union may choose two reasonably priced business casual shirts, sweaters, jackets or vests from a catalog of acceptable items.

ARTICLE 17  
EYEGLASSES

The employer will reimburse up to \$150 per year for prescription eyeglasses that are broken or damaged due to a work related incident provided that a receipt is submitted to the Employer prior to reimbursement.

ARTICLE 18  
SENIORITY

The length of service of the employee in the bargaining unit shall determine the seniority of the employee. All other factors being equal, the principle of seniority shall govern and control in all cases of promotion, transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period. Absence due to approved leave as outlined in this contract is to be considered synonymous with work in determining seniority.

ARTICLE 19  
POSTING AND BIDDING

MGED affirms that the employee be given maximum opportunity for advancement. When any position covered by this Agreement becomes vacant, such vacancy shall be posted for seven (7) working days in a conspicuous place listing the pay, duties and qualifications. Within a reasonable time after expiration of the posting period, the Employer shall award the position to the

applicant who in Management's judgment is best qualified. In the event that two (2) or more candidates are judged equally qualified, employees shall be given preference over non-employees, and greater seniority shall be given preference over lesser. If the appointment is challenged, Management shall provide a statement of the specific reasons for its selection, and the decision shall be subject to the grievance procedure.

The successful applicant will serve a twelve (12) month trial period in the new position. If, for any reason, MGED Management determines that the applicant has not proven that the applicant can succeed in the position, MGED Management can re-assign the applicant to any other bargaining unit position without a reduction to the applicant in the hourly rate for the new position. This shall not restrict MGED Management from disciplining the employee during the trial period, up to and including discharge, for issues that would warrant such action in any position.

ARTICLE 20  
PROBATIONARY PERIOD

There shall be a probationary period of twelve (12) months duration for all other employees, with performance reviews at three (3) month intervals with the new employee, Division Manager, Supervisor and Union Representative, During this probationary period, the new employee may be warned, disciplined, suspended, discharged or affected in any way with respect to their performance and the evaluation of that performance, including being subject to remedial measures, and such action shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 21  
EDUCATIONAL BENEFITS

The Employer shall reimburse any employee covered by this Agreement for normal expenses incurred for completion of work related educational courses which have been pre-approved by the General Manager. Proof of successful completion (passing grade) of the courses must be furnished to the Employer prior to any reimbursement.

ARTICLE 22  
VACATIONS

The vacation year shall be the period between January 1 and December 31. Inclusive vacation schedules will be arranged by employees and approved by the Office Manager or his/her designee, which approval shall not be unreasonably withheld.

An annual vacation will be granted to each employee covered by this Agreement who has at least one hundred (100) days of compensated service during a year. Compensated service includes vacation, sick leave and worker's compensation.

Vacation time shall accrue only when an employee is on MGED's payroll.

Vacation leave with pay shall be granted to all employees hired according to the following schedule:

30 weeks but less than 5 years	2 weeks vacation
5 years but less than 10 years	3 weeks vacation
10 years but less than 15 years	4 weeks vacation
15 years or more	4 weeks vacation

plus one day per year up to a  
maximum of 6 weeks vacation

Part-time employees shall be allowed paid vacation on a pro rata basis based upon their actual hours worked.

Whenever the employment of any person is terminated by dismissal through no fault or delinquency on the part of the employee or by the employee's resignation, retirement or death the employee or the employee's estate shall be compensated for the unused portion of the employee's vacation leave for that calendar year. This compensation shall be at the employee's regular rate of pay effective at the time of termination. This compensation will not be made if any monetary or other allowance has already been made therefore.

Vacation leave must be taken in the year in which it is earned except when written approval has been obtained from the Division Manager to carry vacation leave over to the following year.

ARTICLE 23  
SICK LEAVE

Section 1:

Sick leave accumulated prior to the period of this contract shall be earned in accordance with the provisions of the collective bargaining agreements in effect at the time of the accrual.

All employees who are sick must call the Business Manager, Customer Service Supervisor or Accounting Supervisor, at the telephone numbers that they designate, before 8:30 am on the day they are out sick.

Each full-time employee shall be granted eighteen (18) sick leave days per year which shall accrue at the rate of one and one half (1-<sup>1</sup>/<sub>2</sub>) days for each calendar month of actual service.

All permanent part-time employees will be granted sick leave credits in the same proportion that their part-time service bears to full-time service.

An employee may accumulate sick leave up to 360 days effective January 1, 2004.

Upon retirement or death, an employee or an employee's estate shall be given one (1) day's pay for every three (3) days of unused accumulated sick leave, up to a maximum of 300 days of accumulated sick leave.

Upon returning to work following a sick leave in excess of four (4) consecutive days, an employee may be required to submit a doctor's certificate verifying the illness and fitness to return to work. The Business Manager (or designee) may require a certificate at any time abuse of sick leave is evident or suspected.

No portion of sick leave shall be credited to annual vacation leave of any employee, but any employee disabled because of sickness or an accident, may use all or part of their vacation leave credited at the time of the disability as sick leave pay provided that the accident or injury is not compensated under any of the Town's compensation policies.

Up to three (3) days a year of accumulated sick leave may be granted for family, in household sickness subject to Business

Manager (or designee) approval which shall not be arbitrarily denied. Requests for such leave shall be made as much in advance as reasonably possible.

Section 2:

EXCESSIVE USE OF SICK LEAVE

Employer relies on a healthy, productive and committed workforce. In order to address concerns about excessive use of sick leave and potential abuse, an employee using seven sick days in a calendar year will receive a notice letter from the General Manager. This letter will detail the requirement that the employee meet as soon as possible with the GM, Business Manager and/or Supervisor, and a representative from the Union, to discuss absenteeism and a potential abuse of sick leave.

In addition, use of a high number of sick leave days (four (4)) on Fridays or Mondays, will warrant a notice letter and a required meeting with the GM, Business Manager and/or Supervisor and a Union representative, to discuss potential abuse of sick leave.

Use of sick leave on the day before or after a holiday or a scheduled vacation, may represent an abuse of sick leave. After returning to work the employee should report to the Division Manager. If sufficient support for a legitimate sick leave day in the form of a medical note is not provided, the employee may need to utilize a vacation day or personal day, instead of the reported sick leave.

Once a notice letter has been sent, and with each subsequent day of sick leave for the remainder of that calendar year, MGED Management shall have the right to require a note from a licensed medical professional stating that that person saw the employee on the date of the illness.

In the event that the employee was not seen by a medical professional, and MGED Management determines that the employee misused a day of sick leave, the employee shall be subject to disciplinary action, including termination in the event of chronic abuse of the sick leave policy.

Any attempt to fabricate a doctor's note shall be grounds for the appropriate level of disciplinary action. In addition, the employee will be charged one day of vacation for every day that



he or she improperly used a day of sick leave. In the event that the employee does not have any vacation left at the time of the incident, the sick day will be treated as a day without pay.

Section 3:

ENHANCED PRODUCTIVITY INCENTIVE

In the event that an employee uses four (4) or fewer days of sick leave in a calendar year, that employee shall be entitled to an enhanced productivity incentive equal to the equivalent of one week's pay (40 hours of pay based upon the weekly pay of the last week in December of that year, exclusive of overtime and standby pay). A person shall be considered to have used a day of sick leave if he or she misses more than one half of a regularly scheduled workday under the Department's sick leave policy. Any compensation awarded as a result of the enhanced productivity incentive shall not be included in the calculation for establishing the base rate of pay for overtime purposes. If an employee qualifies for and receives an enhanced productivity incentive payment, the amount of unused sick leave days within a calendar year that an employee may contribute to his or her sick leave bank will be reduced by an equivalent week for that calendar year. An employee may, at his or her option, choose to opt out of the enhanced productivity incentive.

Section 4:

As an employee benefit, any medical absence exceeding three (3) days will be referred to a Certified Nurse Case Manager (CNCM). The CNCM will act as a health resource advocate for MGED employees. Consultation by the CNCM with the employee, and when necessary, with the treating physician, will assist in assuring that the employee is receiving the appropriate medical care. The CNCM will monitor the employee's progress and treatment, including recommendations regarding further medical opinion within the employee's health care network. The CNCM will consult with the employee's Division Manager regarding possible transitional work duties during the employee's medical recovery, based upon the treating physician's recommendations and the availability of those positions.

The employee's medical treatment will remain confidential between the employee and the CNCM.

ARTICLE 24  
PERSONAL DAYS

As of January 1, 1989, each permanent full-time employee may take five (5) personal days each calendar year with only one (1) such day being deducted from accumulated sick leave provided that the employee has at least two (2) unused sick leave days accumulated before a personal day is allowed.

Each permanent part-time employee may take personal day credits in the same proportion that their part-time service bears to full-time service provided that the employee has at least two (2) unused sick leave days accumulated before a personal day is allowed.

Any personal days and personal day credits not taken by the end of each calendar year will be forfeited.

Notice of a personal day(s) must be provided to the employee's supervisor at least twenty-four hours prior to the time off, not including Saturdays, Sundays and holidays, unless it is an emergency request presented to and approved by the Business Manager or his/her designee.

ARTICLE 25  
MATERNITY/PATERNITY LEAVE

Maternity/Paternity Leave - An employee who has completed probationary period, or if there is no such probationary period, has been employed for at least twelve (12) consecutive months, and who is absent from employment with the Office Division for a period not exceeding eight (8) weeks for the purpose of giving birth, attending delivery and/or subsequent care following birth, or adopting a child, shall be granted a maternity/paternity leave without pay if the request for such leave is made to the Business Manager (or designee) at least two (2) weeks in advance of the anticipated date of departure.

At the expiration of the maternity leave, the employee will be restored to the previous position or similar position with the same status, pay and length of service credit as that of the date leave commenced. If during the period of leave, employees in the same or similar position in the Office Division have been

laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the Office Division.

Notwithstanding any other provision of the contract to the contrary, the maternity/paternity leave granted under this article shall not affect the employee's right to receive any contractual benefits for which they were eligible at the time of the leave. The period of any unpaid maternity/paternity leave shall not be included in any computation of such benefits, rights or advantages.

ARTICLE 26  
HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Holiday pay shall be one (1) day's pay at straight time rate.

If a holiday occurs within any employee's vacation period, he or she shall receive an additional day's vacation with pay.

If a holiday falls on a Sunday, all bargaining unit personnel will have the following Monday off with pay.

If a holiday falls on a Saturday, all bargaining unit personnel will have Friday off with pay.

All permanent part-time workers will be awarded those holidays with pay that fall on the employee's regular workday in proportion to the number of hours worked as compared to a permanent full-time employee.

Any employee required to work on a holiday shall receive the regular holiday pay and an amount equal to one and one-half

(1-1/2) times their regular rate of pay for all hours worked, but in no case, shall this be less than an amount equal to three (3) hours work at the above rate.

ARTICLE 27  
JURY PAY

The Employer agrees to make up the difference in an employee's wage between a normal week's wages and compensation received for jury duty.

ARTICLE 28  
MILITARY LEAVE

A total of seventeen (17) work days per calendar year without loss of pay will be granted to any employee serving on temporary duty.

ARTICLE 29  
FUNERAL LEAVE

In the event of a death in the immediate family of an employee, as defined below, the Employer will grant the employee leave for four (4) days at eight (8) hours pay at the employee's base hourly rate during the bereavement period. For purposes of this Agreement, the bereavement period will be defined as the week before and after the funeral/memorial service. Such payment will only be made for those days upon which the employee is regularly scheduled to work. In the event of a death occurring during an employee's vacation period (1) additional vacation day will be granted at the end of that vacation period. Two (2) additional days may be granted at the discretion of the General Manager for a funeral held outside of Massachusetts.

An employee's immediate family shall include spouse of the same or opposite sex, parent, stepparent, spouse's parent, grandparent, spouse's grandparent, sibling, child, stepchild, grandchild, spouse's sibling and their spouse, and any legal ward or relative residing in the household.

One day will be granted to attend services for the employee's aunt, uncle, niece or nephew.

ARTICLE 30  
WAGES

- A. The wage increases for this Agreement shall be as follows:  
2.5% (two and a half percent) increase effective January 1, 2019; 2.75% (two and three quarters percent) increase effective January 1, 2020; 3.0% (three percent) increase effective January 1, 2021.
- B. Four additional job levels will be added to the agreement: Senior Clerical II, Senior Clerical III, Accountant III, and Senior Accountant III.

CLERICAL

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$21.69	\$22.29	\$22.96
2 <sup>nd</sup> year	\$22.65	\$23.27	\$23.97
3 <sup>rd</sup> year	\$23.78	\$24.43	\$25.16
4 <sup>th</sup> year	\$24.70	\$25.38	\$26.14
5 <sup>th</sup> year	\$27.39	\$28.14	\$28.98

SENIOR CLERICAL

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$23.81	\$24.46	\$25.19
2 <sup>nd</sup> year	\$24.91	\$25.60	\$26.37
3 <sup>rd</sup> year	\$26.11	\$26.83	\$27.63
4 <sup>th</sup> year	\$27.13	\$27.88	\$28.72
5 <sup>th</sup> year	\$30.10	\$30.93	\$31.86

SENIOR CLERICAL II

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$24.56	\$25.21	\$25.94
2 <sup>nd</sup> year	\$25.66	\$26.35	\$27.12
3 <sup>rd</sup> year	\$26.86	\$27.58	\$28.38
4 <sup>th</sup> year	\$27.88	\$28.63	\$29.47
5 <sup>th</sup> year	\$30.85	\$31.68	\$32.61

SENIOR CLERICAL III

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$25.31	\$25.96	\$26.69
2 <sup>nd</sup> year	\$26.41	\$27.10	\$27.87
3 <sup>rd</sup> year	\$27.61	\$28.33	\$29.13
4 <sup>th</sup> year	\$28.63	\$29.38	\$30.22
5 <sup>th</sup> year	\$31.60	\$32.43	\$33.36

SENIOR CLERICAL/SECRETARY

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$26.17	\$26.89	\$27.70
2 <sup>nd</sup> year	\$27.37	\$28.12	\$28.96
3 <sup>rd</sup> year	\$28.68	\$29.47	\$30.35
4 <sup>th</sup> year	\$29.82	\$30.64	\$31.56
5 <sup>th</sup> year	\$33.07	\$33.98	\$35.00

ACCOUNTANT

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$22.69	\$23.31	\$24.01
2 <sup>nd</sup> year	\$23.78	\$24.43	\$25.16
3 <sup>rd</sup> year	\$24.83	\$25.51	\$26.28
4 <sup>th</sup> year	\$25.95	\$26.66	\$27.46
5 <sup>th</sup> year	\$28.43	\$29.21	\$30.09

ACCOUNTANT II

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1 Entry	\$23.44	\$24.06	\$24.76
2 <sup>nd</sup> year	\$24.53	\$25.18	\$25.91
3 <sup>rd</sup> year	\$25.58	\$26.26	\$27.03
4 <sup>th</sup> year	\$26.70	\$27.41	\$28.21
5 <sup>th</sup> year	\$29.18	\$29.96	\$30.84

SENIOR ACCOUNTANT

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1-Entry	\$24.93	\$25.62	\$26.39
2 <sup>nd</sup> year	\$26.13	\$26.85	\$27.66
3 <sup>rd</sup> year	\$27.27	\$28.02	\$28.86
4 <sup>th</sup> year	\$28.51	\$29.29	\$30.17
5 <sup>th</sup> year	\$31.24	\$32.10	\$33.06

SENIOR ACCOUNTANT

	1/1/2019 (2.5%)	1/1/2020 (2.75%)	1/1/2021 (3%)
Step 1-Entry	\$25.68	\$26.37	\$27.14
2 <sup>nd</sup> year	\$26.88	\$27.60	\$28.41
3 <sup>rd</sup> year	\$28.02	\$28.77	\$29.61
4 <sup>th</sup> year	\$29.26	\$30.04	\$30.92
5 <sup>th</sup> year	\$31.99	\$32.85	\$33.81

ARTICLE 31  
LONGEVITY

Longevity payments shall be given according to the following schedule:

Upon completion of 5 years of service	\$0.29 on the hourly rate
Upon completion of 8 years of service	\$0.36 on the hourly rate
Upon completion of 10 years of service	\$0.43 on the hourly rate
Upon completion of 13 years of service	\$0.50 on the hourly rate
Upon completion of 15 years of service	\$0.57 on the hourly rate
Upon completion of 18 years of service	\$0.64 on the hourly rate
Upon completion of 20 years of service	\$0.75 on the hourly rate
Upon completion of 22 years of service	\$0.80 on the hourly rate
Upon completion of 25 years of service	\$0.91 on the hourly rate
Upon completion of 30 years of service	\$1.05 on the hourly rate
Every year thereafter	An additive amount equal to \$0.05 more per hour per year

ARTICLE 32  
HEALTH INSURANCE

- A. The Employer's contribution to the PPO (Preferred Provider Organization) or POS (Point of Service) plans it offers will be 60% (sixty percent) of the monthly premium. The Employer's contribution to the HMO (Health Maintenance Organization) plans it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to January 1, 2016. The Employer's contribution to the HMO plans it offers will be 70% (seventy percent) of the monthly premium for employees hired on or after January 1, 2016. Except for the Employer's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage. Health Insurance benefits commence between three and four months after the first day of employment, depending on the enrollment calendar.
- B. The October, 2014, and July, 2014, Memorandums of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee are incorporated by reference and include successor Agreements between the Town of Middleborough and the Middleborough Public Employee Committee (if any) ("PEC Agreements") during the term of this collective bargaining agreement.

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Employer and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

- C. The Employer, through the Town, will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.



- D. It is agreed that should any substantial changes occur in the statutes affecting health and welfare plans, the Employer, through the Town, will bargain changes with the Union to the extent required by law.
- E. In addition to those changes allowed under the health insurance reform statute/PEC Agreement, the Employer may adopt health insurance changes proposed by the Town during the term of this Agreement, including without limitation increasing the employee premium percentage, but any such changes will be subject to the Employer meeting any good faith bargaining obligations under G.L. 150
- F. Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a Town health insurance plan, and has been enrolled in a Town of Middleborough plan continuously for two consecutive fiscal years, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for the annual stipend are:
- The employee is not covered under a Town plan subscribed to by another employee of MGED, the Town of Middleborough or the Middleborough School Department; and,
    - The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.
  - If there is a qualifying event which means that an employee who is receiving an opt-out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.
  - Assuming the employee stays off the health plan for a full year, the first half of the stipend will be paid for the 6<sup>th</sup> month and the second half of the stipend will be paid during the 12<sup>th</sup> month.

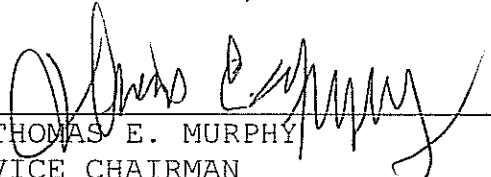
In WITNESS WHEREOF, the parties hereto affix their signatures through their duly authorized officer this \_\_\_ day of March, 2019.

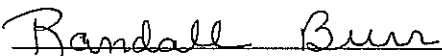
TOWN OF MIDDLEBOROUGH  
BOARD OF GAS AND ELECTRIC  
COMMISSIONERS  
MIDDLEBOROUGH GAS & ELECTRIC  
DEPARTMENT

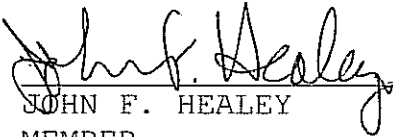
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
LOCAL 3502 - CLERICAL UNIT

  
\_\_\_\_\_  
DANIEL FARLEY, CHAIRMAN

  
\_\_\_\_\_  
MARY BETH ROBERTO  
UNION STEWARD

  
\_\_\_\_\_  
THOMAS E. MURPHY  
VICE CHAIRMAN

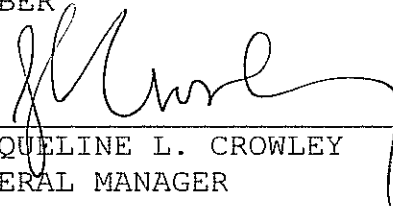
  
\_\_\_\_\_  
RANDALL BURR  
UNION PRESIDENT

  
\_\_\_\_\_  
JOHN F. HEALEY  
MEMBER

\_\_\_\_\_  
KIM SYLVIA  
BUSINESS REPRESENTATIVE  
COUNCIL 93

  
\_\_\_\_\_  
ELLEN M. FARLEY  
MEMBER

\_\_\_\_\_  
PAUL D. SMITH  
MEMBER

  
\_\_\_\_\_  
JACQUELINE L. CROWLEY  
GENERAL MANAGER

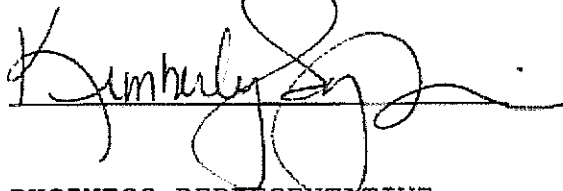
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TOWN OF MIDDLEBOROUGH  
BOARD OF GAS AND ELECTRIC  
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