

*Kristin*

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

For the Period:  
January 1, 2010  
to  
December 31, 2012

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This Agreement entered into by the Middleborough Gas and Electric Department and the American Federation of State, County and Municipal Employees, Local 1700 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 Middleborough Gas and Electric Department 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 Middleborough Gas & Electric Department 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 the Department's control; to provide uniforms and

equipment when required, to determine organization and budget, to maintain the efficiency of the operations entrusted to the Department 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 the Department in an emergency or any unforeseen combination of circumstances which calls for immediate action. The Department 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 the Gas & Electric Department within the scope of this unit, the Department 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

The Employer agrees that it will deduct American Federation of State, County and Municipal Employees dues from the salary of each employee in the unit who authorizes such deductions on a prescribed form. Such deductions shall be made once each month and whenever possible, shall be made in a week where no deductions for insurance premiums are deducted. The accumulated deductions shall be submitted by the Employer to the treasurer

of the American Federation of State, County and Municipal Employees along with a list of employees who have said dues deducted.

Employees not joining the AFSCME union will pay an agency fee.

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 five (5) working days with the Business Manager. The Business Manager shall respond in writing to the grievance within five (5) working days of the date it was presented.

Step 2:

If the employee is still aggrieved, the matter shall be reduced to writing and presented to the General Manager within five (5) 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 American Association within thirty (30) working days of the Step 3 reply or its due date. A copy shall simultaneously be provided to the other party.

The decision of the arbitrator shall be final and binding on all parties.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the American Federation of State, County and Municipal Employees. 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.

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, 2010 and shall remain in effect until December 31, 2012.

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 prior to the 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.

ARTICLE 10  
PROTECTION CLAUSE

In the event that the Middleborough Gas and Electric Department is sold, phased out, merged or transferred to another company or organization, then the Commissioners of the Middleborough Gas and Electric Department 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, 2012. 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 thirty-seven and one half (37-1/2) 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 (1) 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 7.5 hours in a day or 37.5 hours in any week shall be compensated for such hours in excess of 7.5 or 37.5 at the rate of time and one-half.

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 six (6) 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 the Department. The employees agree and recognize that the 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, Management 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 - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed 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).

ARTICLE 17  
EYEGLASSES

The employer will reimburse up to \$100 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

The Gas and Electric Commission desire that the employee be given maximum opportunity for advancement. When any position covered by this Agreement becomes vacant, such vacancy shall be posted for five (5) 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.

ARTICLE 20  
PROBATIONARY PERIOD

There shall be a probationary period of six (6) months time for all new employees, which will start on the day of employment. During that probationary period, employees may be warned, disciplined, suspended, discharged or affected in any way, and such action shall not be subject to the grievance or arbitration procedure of the 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 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 designee.

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 the preceding year. Compensated service includes vacation, sick leave and worker's compensation.

Vacation time shall accrue only when an employee is on the Department'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 or Accounting Manager, 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 (1-1/2) 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 330 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:

ABUSE OF SICK LEAVE

In the event that Management suspects that an employee is utilizing sick days for reasons other than legitimate illnesses, including but not limited to the use of nine or more days of sick leave, management shall have the right to question the employee regarding the employee's absences. The employee shall have the right to have Union representation present during the questioning. Following the first notification of suspected abuse, Management shall provide the employee with a verbal counseling regarding his use of sick time. The employee shall have the right to have Union representation present during the counseling. After the second offense, and every offense thereafter for the remainder of that calendar year, 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 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 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 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.

ENHANCED PRODUCTIVITY BONUS

In the event that an employee uses 4 or fewer days of sick leave in a calendar year, that employee shall be entitled to an enhanced productivity bonus equal to the equivalent of one week's 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 bonus shall not be included in the calculation for establishing the base rate of pay for overtime purposes.

Section 3:

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 Middleborough Gas and Electric Department 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.

The dates of the personal days shall be at the option of the employee but subject to the needs of the Office Division. Ordinarily, a request for a personal day must be submitted to the Business Manager (or designee) forty-eight (48) hours prior to the requested days, but in no event, shall a request for a personal day be less than twenty-four (24) hours advance notice.

#### ARTICLE 25 MATERNITY LEAVE

Maternity Leave - A full-time female employee who has completed her probationary period, or if there is no such probationary period, has been employed for at least six (6) consecutive months, and who is absent from her employment with the Office Division for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted a maternity leave without pay if her 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 her previous position or similar position with the same status, pay and length of service credit as that of the date of her leave. 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 leave granted under this article shall not affect the employees right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity 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

Each employee covered by this Agreement shall be granted three (3) days bereavement leave with pay in the event of a death of a member of the immediate family; such member being defined as grandparent, parent, spouse, spouse's grandparent, brother, sister, child, stepchild, grandchild, godchild, mother or father-in-law, spouse's brother or sister, first cousin, or any other relative residing in the household.

In addition to bereavement leave, emergency leave is to be granted subject to the approval of the Business Manager (or

designee).

ARTICLE 30  
WAGES

The clerical wage schedule for the period January 1, 2010 through December 31, 2012 will be:

CLERICAL

	1/1/2010 (3%)	1/1/2011 (3%)	1/1/2012 (3%)
Step 1 - Entry	\$17.71	\$18.24	\$18.79
2 <sup>nd</sup> year	\$18.50	\$19.06	\$19.63
3 <sup>rd</sup> year	\$19.42	\$20.00	\$20.60
4 <sup>th</sup> year	\$20.17	\$20.78	\$21.40
5 <sup>th</sup> year	\$22.37	\$23.04	\$23.73

SENIOR CLERICAL

	1/1/2010 (3%)	1/1/2011 (3%)	1/1/2012 (3%)
Step 1 - Entry	\$19.45	\$20.03	\$20.63
2 <sup>nd</sup> year	\$20.34	\$20.95	\$21.58
3 <sup>rd</sup> year	\$21.32	\$21.96	\$22.62
4 <sup>th</sup> year	\$22.16	\$22.82	\$23.50
5 <sup>th</sup> year	\$24.58	\$25.32	\$26.08

SENIOR CLERICAL/SECRETARY

	1/1/2010 (3%)	1/1/2011 (3%)	1/1/2012 (3%)
Step 1 - Entry	\$21.37	\$22.01	\$22.67
2 <sup>nd</sup> year	\$22.35	\$23.02	\$23.71
3 <sup>rd</sup> year	\$23.43	\$24.13	\$24.85
4 <sup>th</sup> year	\$24.35	\$25.08	\$25.83
5 <sup>th</sup> year	\$27.01	\$27.82	\$28.65

ACCOUNTANT

	1/1/2010 (3%)	1/1/2011 (3%)	1/1/2012 (3%)
Step 1 - Entry	\$18.53	\$19.09	\$19.66
2 <sup>nd</sup> year	\$19.42	\$20.00	\$20.60
3 <sup>rd</sup> year	\$20.26	\$20.87	\$21.50
4 <sup>th</sup> year	\$21.19	\$21.83	\$22.48
5 <sup>th</sup> year	\$23.21	\$23.91	\$24.63

SENIOR ACCOUNTANT

1/1/2010 (3%)	1/1/2011 (3%)	1/1/2012 (3%)	1/1/2012 (3%)
Step 1 - Entry	\$20.36	\$20.97	\$21.60
2 <sup>nd</sup> year	\$21.33	\$21.97	\$22.63
3 <sup>rd</sup> year	\$22.26	\$22.93	\$23.62
4 <sup>th</sup> year	\$23.28	\$23.98	\$24.70
5 <sup>th</sup> year	\$25.50	\$26.27	\$27.06

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	\$0.01 more per hour per year

ARTICLE 32  
HEALTH INSURANCE COVERAGE

Effective July 1, 2010 the Employer agrees to pay 80% of the cost of health insurance under the HMO Blue plan, with the employee paying the remaining 20%. The Employer agrees to pay 60% of the cost of health insurance under the Blue Care Elect (PPO) plan, with the employee paying the remaining 40%.

So long as it is not deemed a violation of Massachusetts General Laws Chapter 32B, the Employer agrees that for the duration of this contract only, the Employer will agree to reimburse the employee for any increase in co-payments above the current co-payments in existence at the time of the ratification and signing of this Collective Bargaining Agreement. As of the date of the signing of this Agreement, the co-payments for the employees on the HMO Blue health care plan are \$50 for an emergency room visit and \$15 for an office visit. The co-payments for the employees on the PPO health care plan are \$75 for an emergency room visit and \$20 for an office visit. In the event that the co-payments increase, the Employer will reimburse the employee for the difference between the above mentioned co-payment and the actual cost of the co-payment at the time of the medical treatment. Subject to the Employee submitting proper documentation.

ARTICLE 33  
HEALTH AND WELFARE

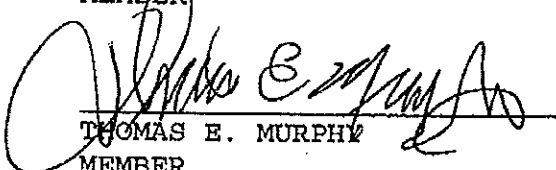
It is agreed that should any substantial changes occur in the statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject. Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the American Federation of State, County and Municipal Employees will be consulted on any negotiations dealing with coverage that affects its members.

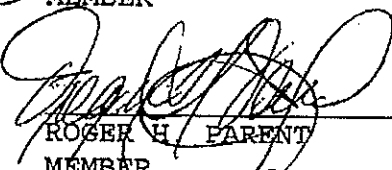
In WITNESS WHEREOF, the parties hereto affix their signatures through their duly authorized officer this 6<sup>th</sup> day of October, 2009.

TOWN OF MIDDLEBOROUGH GAS  
AND ELECTRIC COMMISSIONERS

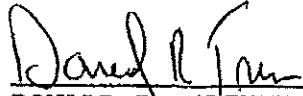
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
LOCAL 1700 - CLERICAL UNIT

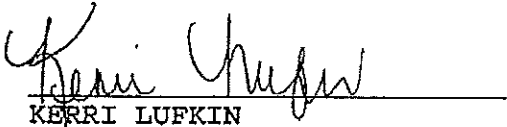
  
TERRENCE MURPHY  
MEMBER


  
THOMAS E. MURPHY  
MEMBER


  
ROGER H. PARENT  
MEMBER

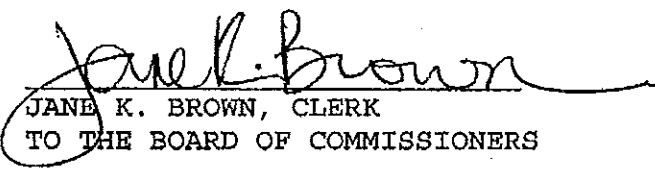
  
JOSEPH M. GRANAHAN  
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JANE K. BROWN, CLERK  
TO THE BOARD OF COMMISSIONERS