

AGREEMENT BETWEEN
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 93, AFL-CIO
LOCAL 3502
AND
TOWN OF MIDDLEBOROUGH
GAS AND ELECTRIC DEPARTMENT
ELECTRIC DIVISION

EFFECTIVE

DATE:

January 1, 2010 - December 31, 2012

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THIS Agreement entered into by the American Federation of State, County and Municipal Employees, Council 93, Local 3502, hereinafter called the Union and the Middleborough Gas and Electric Department, hereinafter called the Employer.

WHEREAS, both the Union and the Employer desire to promote harmony, understanding and efficiency in the working force of the Electric Division so that the Middleborough Gas and Electric Department and the employees may obtain mutual economic advantages.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent, certified under the State Labor Relations Commission, Case No. MCR 2850A, for the purpose of establishing rates of pay, hours of work and other conditions of employment for all regular employees of the Electric Division including the General Foreman, Truck Foreman, First Class Lineman, Second Class Lineman, Apprentice Lineman, Operating Department Supervisor, Station Operator, Electrical Maintenance Man, Records Clerk, Assistant Records Clerk, Stockman, Meter Department Foreman, Electrical Meterman, Meter Installer and Meter Reader excluding all managerial, confidential and all other employees.

ARTICLE 2 MANAGEMENT

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

The Middleborough Gas and Electric Department and the Town will make bulletin boards available for the posting of Union notices.

The President of the Union shall have access to all jobs in which the employees of the Union are engaged, to interview the shop stewards or members of the Union during working hours, but shall not interfere with the progress of work.

Reasonable time off will be granted for the shop steward (or designee) to attend hearings and settle grievances directly related to the Electric Division.

ARTICLE 4

UNION DUES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement, and in accordance with the terms of the form, the Employer agrees to deduct each week union membership dues levied in accordance with the constitution of the Union from the pay of each employee in the unit who executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made monthly and by the 10th of each month for the month immediately prior to such payment.

ARTICLE 5

DISCRIMINATION AND COERCION

There shall be no discrimination by foreman, Division Manager or other agents of the Employer against any employee because of his or her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of 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:

Step 1:

The Union steward and/or representative shall take up the grievance in writing with the supervisor within seven (7) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward in writing within seven (7) working days.

Step 2:

If the grievance has not been settled in Step 1 it shall be presented in writing to the General Manager or his designee within ten (10) working days after the supervisor's response is due. The General Manager or his designee shall respond to the steward in writing within ten (10) working days.

Step 3:

If the grievance shall remain unadjusted, it shall be presented to the Employer's Board of Gas and Electric Commissioners in writing within ten (10) working days after the response of the General Manager is due. The Board of Gas and Electric Commissioners shall respond in writing within ten (10) working days after their next regular meeting.

Step 4:

If the grievance is still unsettled, either party may request arbitration by filing a Demand for Arbitration with the American Arbitration Association within twenty-one (21) days of the Step 3 reply or its due date. A copy shall simultaneously be provided to the other party.

ARBITRATION PROCEDURE:

The arbitrator in such procedures shall be the American Arbitration Association and both the Union and the Employer shall be subject to their procedures, rules and regulations. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expense for the arbitrator's services and the proceeding shall be borne equally by the Union and the Employer. If either party desires a verbatim record of the proceeding, it may cause such a record to be made,

providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances involving disciplinary action shall be processed at the third step.

ARTICLE 7

TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2007 and shall remain in effect until December 31, 2009. All negotiated issues will be effective as of the dates indicated.

ARTICLE 8

RENEWAL

Should either party to this Agreement send a notice of intent to inaugurate collective bargaining discussions as described in Article 10, this Agreement will be considered to have been automatically renewed for one (1) year.

ARTICLE 9

CHANGES

Either party to this Agreement may initiate collective bargaining for the purpose of discussing changes to this Agreement. A notice of the desire to enter into discussions including the nature of the proposed changes shall be mailed to the other party prior to ninety (90) days before expiration of this Agreement. If the other party agrees to begin collective bargaining, the Employer and the Union shall then schedule a meeting to begin negotiations concerning the proposed changes. Nothing in this Article shall preclude the Union or the Employer from modifying any previously offered proposals during the course of these 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, 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

HOURS OF WORK

The normal workweek for all employees, with the exception of station operators, shall consist of five (5) consecutive eight- (8) hour days, Monday through Friday inclusive. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the Union and the Employer mutually agree the changes to.

Normal work hours for line department employees shall be 7:00 a.m. - 3:00 p.m. with a twenty- (20) minute lunch period to be taken at the job site. During the period November 1 through March 31, if it is determined at the morning foremen meeting by the Division Manager and General Foremen, with input from the truck foremen, to be too cold or too uncomfortable to eat in the trucks, the crews will return to the Electric Station for their twenty minute lunch break.

Normal work hours for the stockman will be April 1, to October 31, 7:00 a.m. to 3:00 p.m. with a twenty-minute lunch period to be taken at his or her work area. During the period of November 1, to March 31, normal work hours shall be 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch period.

Normal work hours for the electrical metermen shall be 7:30 a.m. - 4:00 p.m. with a half-hour (1/2) lunch period.

Normal work hours for Records Clerk shall be 7:30 a.m. - 4:00 p.m. with a half - hour (1/2) lunch period.

Normal hours for meter readers shall be 7:30 a.m. - 4:00 p.m. with a half-hour (1/2) lunch period.

Normal hours for station operators shall be as follows:

Day Shift: 7:30 a.m. - 3:30 p.m.

Evening Shift: 3:30 p.m. - 11:30 p.m.

Night Shift: 11:30 p.m. - 7:30 a.m.

Hours for station operators do not include a meal period.

The normal workweek for station operators shall be as follows:

Day Shift: Thursday through Monday

Evening Shift: Tuesday through Saturday

Night Shift: Sunday through Thursday

Swing Shift: Forty hours various shifts

In addition, each operator shall work one (1) additional eight- (8) hour shift every fourth week.

Normal hours for the Operations Supervisor and Electrical Maintenance Man shall be 7:00 a.m. to 3:30 p.m. with a half-hour lunch period.

Lunch periods shall be taken for each shift as near the middle of the shift as is reasonably practical. When it is necessary for an employee to work through his/her normal lunch period, the employee shall receive one-and-one-half (1½) times their normal rate of pay for the lunch period. The employee shall also be given sufficient time to eat with no deduction from their pay before the sixth hour of the shift is completed. During the period April 1 through October 31, if the stockman is required to work through his or her normal lunch period he or she will not receive the above compensation. If the Line Department employees are required to work through their twenty (20) minute lunch period they will not receive the above compensation.

Employees who are required to work at least two (2) consecutive overtime hours on line related projects between 12:00 a.m. and 7:00 a.m. of a normal workday shall be entitled to rest time. The rest time shall be credited on an hour-for-hour basis after two (2) or more consecutive hours of work. This rest time shall be taken at the beginning of the next continuous regular work period with no deduction in pay.

ARTICLE 12

EMERGENCY SITUATIONS

When an emergency situation is declared, the following will apply for the duration of the emergency only:

A. Work Hours (supersedes Articles 12 and 17 of this Agreement)

Personnel required to work will have work hours established by Electric Division Manager and/or General Foreman.

B. Meal Allowance (supersedes Article 23 of this Agreement)

Provisions will be made to:

Have meals provided at the Gas or Electric Station

or

Have agreements with restaurants to accept charges for meals. Charges for meals will be kept to a reasonable level as authorized by the General Manager or his designee.

The meals provided in either of the above options will be in lieu of the meal allowances called for in Article 23 of this Agreement.

C. Lodging

Provisions will be made to lodge personnel other than Middleborough Gas and Electric employees at nearby establishments, if needed.

D. In the event of a Storm Condition, all time worked on the storm thereafter shall be paid at time and one-half, regardless of the day or time that the work is performed. A Storm Condition shall be defined as any naturally occurring precipitation, wind or force of nature that directly causes power outages or damage to MG&ED's electric system. A Storm Condition must be declared by the Electric Division Manager or his designee, and can only occur during a snow, rain, ice, wind or lightning storm. For a Storm Condition to be declared, two or more crews have to be involved for eight (8) continuous hours. The determination of whether a situation is a Storm Condition is solely and

exclusively Management's decision. Management's decision on this issue is final and shall not be the subject of a grievance.

ARTICLE 13

REST PERIOD

Employees shall be granted a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift, as near to the middle of the shift as possible, subject to the conditions on site.

ARTICLE 14

WORKING CONDITIONS

No line work will be required when the temperature is below ten (10) degrees or above ninety (90) degrees Fahrenheit (hereinafter referred to as "extreme temperatures"), except in emergency conditions.

Except in emergency situations, no line work will be required during periods of rainy or stormy weather. Fog, mist and light precipitation are not considered to be rainy or stormy weather no live line work will be perform (unless during an emergency situations) but other duties may be assigned. It is not the Department's intent to compromise its rigid safety standards, nor is it the intent of the Department to require the employees to work for prolonged periods in light precipitation where the health of the employee is jeopardized.

In all weather conditions, employees may be assigned work which is within their skills and abilities in protected locations. In addition, employees may be required to travel to and from the job site or location, and load and unload vehicles regardless of the weather conditions. Management may assign employees during periods of inclement weather or extreme temperatures to other job assignments not involving work as described above. Management will use reasonable efforts to make assignments.

The Employer agrees to provide all material, equipment, protective clothing and tools required to perform the duties assigned to the employees covered by this Agreement. The Union agrees that its members will use the protective devices, wearing apparel and other equipment provided by the Employer for the protection of employees from injury. Failure to comply will result in disciplinary action.

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.

Mutual Aid: When working for MG&ED in another power utility system under the NEPPA Emergency Assistance Agreement, as amended from time-to-time, pay will be time and a half from the time that the employee leaves the MG&ED facility until the time that the employee returns back to MG&ED facility, unless the pay arrangements are otherwise defined by the entity or system requesting assistance. This provision will not prohibit a requesting utility, if willing, from paying MG&ED employees in excess of the pay defined under this provision.

ARTICLE 15

SAFETY

The Middleborough Gas and Electric Department will make reasonable regulations and provide adequate equipment for the safety of its employees during their hours of employment. Representatives of the Employer and the Union shall meet from time to time at the request of either party to discuss such regulations and come to a mutual agreement.

ARTICLE 16

UNIFORM AND PROTECTIVE CLOTHING

The Employer shall furnish uniforms of a type determined by the Employer in consultation with its safety consultants to the employee. The cost of maintaining the uniform in proper condition (including tailoring, dry-cleaning and laundering) shall be borne by the Employer. These uniforms shall be worn during normal working hours.

Employees furnished with flame-resistant uniforms or other safety gear shall wear such uniforms and utilize such safety gear appropriately during all working hours, including regular working hours, emergencies and call-outs.

The Employer shall provide suitable foul weather gear for employees employed on emergency work. The Employer will provide the necessary protective clothing for exposure occurring outside the normal ordinary activities of employment.

The Employer will reimburse the employee for the total cost of one (1) pair of approved safety shoes during each calendar year (January 1 through December 31), provided a receipt is submitted to the Department prior to reimbursement.

The lineman shall purchase and wear an approved lineman's work shoe with a safety toe to be worn when working for the Department. Non-climbing personnel may choose a low cut work shoe with a safety toe or an engineer's boot in place of a lineman's work shoe.

ARTICLE 17

EYEGASSES

The Employer agrees to pay, at two (2) year intervals, fifty percent (50%) of the cost of one pair of safety eyeglasses obtained by any employee unable to wear the safety eyeglasses supplied by the Department. These eyeglasses must meet the requirements of ANSI specification Z87.1 and provide adequate ultraviolet protection. A receipt must accompany the request for payment.

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 by the employee within the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of increase and decrease in the bargaining unit as well as choice of vacation period and in any other matter where preference is a factor.

When a Truck Foreman is absent, and the position is temporarily filled, a qualified First Class Lineman (in the majority opinion of the Truck Foreman and General Foreman) shall be assigned to this classification and shall be compensated at a higher rate of pay for this period. If two or more persons are considered equal in qualifications and ability by the Truck and General Foremen, then seniority will take precedence.

When the General Foreman is absent for more than one (1) day, the Senior Truck Foreman within the classification shall be assigned to his/her classification and shall be compensated at the higher rate of pay for this period.

ARTICLE 19

JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, and the Employer elects to fill the vacant position, such vacancy shall be posted at reporting places listing pay, duties and qualifications. The notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven- (7) day period. Within a reasonable time after the 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 or more candidates are judged equally well 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. *When the position of General Foreman becomes vacant, the position will be posted within the Line Department and the person selected to fill the position of General Foreman will be chosen from the Line Department. Management has the right to determine who shall be given the General Foreman position. Seniority will not be considered in making the selection for the position.*

ARTICLE 20

PROBATIONARY PERIOD

There shall be a probationary period of six- (6) month's duration for all new employees. During this probationary period, the new employee may be warned, disciplined, suspended, discharged or affected in any way and such action shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 21

TRAINING AND ADVANCEMENT

Line Department:

Advancement from entry level to First Class Second Step Lineman shall require a minimum of five (5) years during which time the worker shall receive training and instruction. An apprentice lineman shall enroll in a multi-year training program, which has been approved by the Division Manager.

The individual enrolled in the training program must successfully complete the program prior to being considered for advancement to First Class Lineman First Step from Second Class Lineman Second Step. Upon such completion, the General Foreman must also recommend the individual for advancement.

Prior to advancement to First Class Lineman Second Step the individual must pass a Department test and must be recommended by the General Foreman for advancement to this grade.

An employee hired as a Second Class Lineman shall be subject to the same recommendation and test requirements prior to advancement to First Class Lineman.

Meter Department:

Electrical Metermen shall be required to receive instruction, both job training and formal instruction. Electrical Metermen shall attend a program or programs approved by the Division Manager for meter operations and installation. Prior to advancement to Electrical Meterman or Meter Department Foreman, the individual must pass a Department test.

ARTICLE 22

VACATION

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 Electric Division 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 year. Compensated service includes vacation, sick leave and worker's compensation.

Vacation time shall accrue only when an employee is on the Electric 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 their division manager between 7:00 am and 7:15 am the day they are out sick, and must report to the division manager upon return to work.

Sick leave shall be granted for those absences due to sickness or personal illness. Employees shall be granted one and one half (1 1/2) days of sick leave for each month of service. An employee may accumulate sick leave up to 360 days effective January 1, 2004.

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

A doctor's certificate stating the nature of the illness and that the employee is able to return to normal duty shall be required before an employee returns to duty from each sick leave of four (4) days or longer. The cost to obtain such a certificate is to be paid by the employee. The Employer shall pay for any additional physician's report or examination required by the General Manager.

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.

If an increase in the number of accumulated sick leave days bought back at the time of retirement or death is granted to any other bargaining unit in the Town the increase shall be granted to the employees covered by this Agreement.

Up to three (3) days a year of accumulated sick leave may be granted for family, in household, sickness, subject to Electric Division Manager (or designee) approval, which shall not be arbitrarily denied. Request for such leave shall be made as much in advance as reasonably possible.

Both parties agree to enter into negotiations to consider changes to the above sick leave system. In the event that it is shown to be possible within the constraints of Massachusetts General Laws Chapter 32B for the Department to offer its employees a disability insurance program, both parties also agree to discuss such a program along with changes to the above sick leave system.

ABUSE OF SICK LEAVE

In the event that an employee is utilizing sick days for reasons other than legitimate illnesses, or Doctor appointments, after nine or more days of sick leave used, without a written explanation from a medical professional, 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 abuse, Management shall provide the employee with a verbal counseling regarding their use of sick time. 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 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 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 2:

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 employees, 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

Four (4) personal leave days may be taken each calendar year. Personal days not taken shall be forfeited at the end of the calendar year. At least twenty-four (24) hours' prior approval from the Electric Division Manager or his designee must be received for personal days.

ARTICLE 25

MATERNITY LEAVE

A full-time female employee who has completed her probationary period or, if there is no probationary period, has been employed for at least six (6) months, and who is absent from her employment with the Electric 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 is made to the Electric Division 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 the leave began. If, during the period of leave, employees in the same or similar position in the Electric 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 Electric Division.

Notwithstanding any other provisions of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time her leave began. The period of any unpaid maternity leave shall not be included in the computation of such benefits, rights or advantages.

ARTICLE 26

HOLIDAYS

The following days will be paid holidays:

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

Should any of the above holidays fall on a Sunday the following Monday will be considered the holiday. Should any of the above holidays fall on a Saturday the proceeding Friday will be considered the holiday.

Holiday pay will be for eight (8) hours at straight time. If any such holiday falls within an employee's vacation period the employee shall receive an additional day's vacation with pay.

Station Operators shall have the option of compensatory time off for four (4) of the above holidays in-lieu-of payment. Said holidays will be taken within two (2) weeks of the holiday. One (1) week's notice shall be given the Division Manager.

ARTICLE 27
JURY PAY

An Employee called for jury duty shall be paid by the Employer an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding allowance for travel.

ARTICLE 28

MILITARY LEAVE

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

ARTICLE 29

FUNERAL LEAVE

In the event of death in the immediate family of an employee, as defined below, the Employer will grant the employee leave with eight (8) hours pay at the employee's base hourly rate for the day of the funeral and for three additional days prior thereto. 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 one (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 out of state.

An employee's immediate family shall include spouse, father, mother, spouse's mother or father, son, daughter, brother, sister, stepmother, stepfather, stepchildren, grandparents, spouse's brother or sister and any legal ward or anyone in the household.

ARTICLE 30

WAGES

A. The wage increases for this Agreement will be as follows: 3% increase effective January 1, 2010; 3% increase effective January 1, 2011; 3% increase effective January 1, 2012.

B. Differentials:

The following differential amounts will be paid in addition to the regular hourly wage:

Station Operator, First Shift (11:30 p.m. to 7:30 a.m.)	\$1.00 per hour
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Station Operator, Third Shift (3:30 p.m. to 11:30 p.m.)	\$1.00 per hour
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These differentials shall be applied as a flat rate for all hours worked during the shift for which they apply only.

A table showing all wages incorporating scheduled increases is shown in Appendix A.

An employee who is 55 years of age, in group 4 retirement, has 20 years of service with the department, is capable performing their job and chooses to continue to work for the department shall receive an additional 2% increase in their annual pay.

An employee who is 60 years of age, in group 4 retirement, has 20 years of service with the department, is capable performing their job and chooses to continue to work for the department shall receive an additional 3% increase in their annual pay.

ARTICLE 31

LONGEVITY

Longevity payments shall be given according to the following schedule:

Upon completion of 5 years of service	\$.29	on the hourly rate
Upon completion of 8 years of service	\$.36	on the hourly rate
Upon completion of 10 years of service	\$.43	on the hourly rate
Upon completion of 13 years of service	\$.50	on the hourly rate
Upon completion of 15 years of service	\$.57	on the hourly rate
Upon completion of 18 years of service	\$.64	on the hourly rate
Upon completion of 20 years of service	\$.75	on the hourly rate
Upon completion of 22 years of service	\$.80	on the hourly rate
Upon completion of 25 years of service	\$.91	on the hourly rate
Upon completion of 30 years of service	\$ 1.05	on the hourly rate
Upon completion of each additional year of service beyond 30 years	\$.01	per hour per year

ARTICLE 32

STANDBY PAY

An Electric Division employee who is assigned standby duty on a weekly basis shall receive fourteen (14) hours pay in the Electric Division at the regular straight time rate for their standby duty except during the weeks that contain a holiday. For those weeks that contain a holiday the standby pay will be sixteen (16) hours at the regular straight time rate. If an employee receives standby pay in a week in which he works overtime, the standby pay shall be

included in the calculations used to determine the base rate of pay for the purpose of calculating the overtime rate.

The senior on call person will be compensated at Truck Foreman's wages, only for actual hours worked. All other standby compensation will be at the normal on call rate.

ARTICLE 33

OVERTIME

Employees shall be paid overtime at one-and-one-half (1½) times the regular rate for all hours in excess of eight (8) hours in one (1) day and/or forty (40) hours in one week. In the event that an employee is called in for work outside his/her normally scheduled hours the employee shall be guaranteed a minimum of three (3) hours pay at time-and-a-half. The three- (3) hour minimum shall not apply to holdovers at the end of a shift or to early call-ins contiguous with a regularly scheduled shift.

Any overtime worked on New Year's Day, Independence Day, Labor Day, Thanksgiving or Christmas Day will be paid at double the regular rate.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek.

In case of extreme emergencies it may be necessary to call in additional personnel from other areas to aid and assist. These additional personnel shall be released from their duties first when the workload lessens.

In the event that scheduled overtime is canceled an eight- (8) hour notice shall be given or the effected employee(s) shall be guaranteed three (3) hours at time-and-a-half.

ARTICLE 34

MEAL ALLOWANCES

A meal allowance shall be paid to any employee working under one of the following conditions:

- A. Before normal shift:

An employee who is required to work for at least one (1) continuous hour immediately before his/her regular shift shall be paid One (1) \$10.00 meal allowance. The employee shall also be granted sufficient paid time off to eat.

The employee receiving the above meal allowance shall be paid an additional \$10.00 meal allowance for lunch. The employee shall pick up this lunch during the above mealtime.

B. After normal shift:

An employee who is required to work for at least one (1) continuous hour immediately after his/her regular shift shall be paid one (1) \$10.00 meal allowance.

C. Night Lunch:

An employee who is required to work for at least four (4) continuous hours outside of normal working hours shall be paid one (1) \$10.00 night lunch allowance. During an emergency, employees may be required to stagger the eating time until the situation is brought under control. This meal allowance does not apply to employees working a regular scheduled shift.

ARTICLE 35

HEALTH INSURANCE

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 36

CHANGING JOB CLASSIFICATIONS

- A. Whenever an employee changes job classifications and the new job classification has a higher wage structure and the employee's current hourly wage is greater than the entry-level wage of the new job classification, the following will apply:

Wages at the time of the job classification change will be frozen at the level in effect at the time of the job classification change. Wages will remain frozen at the current level until such time as the wages for the new job classification exceed the frozen wages. At the time wages will be adjusted to reflect the going wages for the job classification.

- B. Whenever an employee changes job classifications and the entry-level hourly wage of the new job classification is greater than the employee's current hourly wage, the following will apply:

Wages at the time of the job classification change will be increased to the entry-level hourly wage of the new job classification.

- C. Whenever an employee changes job classifications and the new job classification has a lower wage structure, the following will apply:

Wages at the time of the job classification change will be reduced to the top wage step of the new job classification. Future wage adjustments will adhere to adjustments for the new classification.

- D. Whenever an employee fills-in for another employee of a different job classification, which has a higher rate of pay, the employee, will be compensated at the higher rate.

ARTICLE 37

DEFERRED COMPENSATION

The Employer agrees to offer a deferred compensation plan in accordance with applicable State statutes.

ARTICLE 38

EDUCATIONAL BENEFITS

The Employer shall reimburse any employee covered by this agreement for normal expenses incurred for completion of work related educational courses. Proof of successful completion must be furnished to the Employer.

ARTICLE 39

DRIVER'S LICENSES

The Employer will pay the difference in cost between a third class driver's license and the Commercial Driver's License (CDL) (including any necessary endorsements) for those employees required to hold a CDL. The Department will also pay for physical examinations required obtaining and retaining a CDL.

An employee holding a CDL shall follow the requirements of M.G.L. Chapter 90F in notifying the Department following motor vehicle violations, other than parking violations, and following suspension, revocation or cancellation of their driver's license.

Any employee whose driver's license has been suspended, revoked or cancelled shall not be permitted to operate any Department vehicle until such time as the employee's license is reinstated.

ARTICLE 40

AGENCY FEE

Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit who chooses not to become a member of the Union and/or who does not wish to maintain membership in the Union shall pay to the Union an agency fee which shall be commensurate with the cost of collective bargaining and contract administration.

No request to dismiss or suspend an employee for an agency service fee shall be honored so long as there is a dispute pending before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of G.L. Chapter 50E, Section 12 and 456 CNR 17:00, providing such action was timely filed pursuant to Commission Rule 15:03.

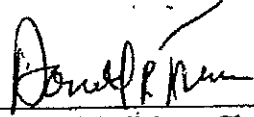
In accordance with the provision of General Laws, Chapter 150E, the Employer agrees to deduct agency service fees, as a condition of employment, from the salary of every employee in the bargaining unit who has executed an authorization for such deduction. The Town Treasurer shall transmit promptly after each pay period to the Union Treasurer the deducted Union agency fees together with a list of employees from those wages such agency fees have been deducted.

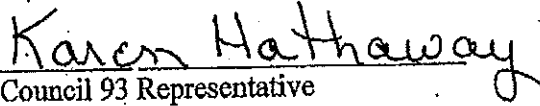
The Union shall indemnify and save the Employer and the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the agency fee and payroll deduction provision in the Article, or reliance on any assignment furnished to the Employer and the Town.

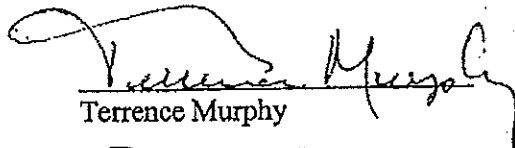
IN WITNESS WHEREOF, the parties hereto affix their signature through their duly authorized officers this 6th day of October, 2009.

Town of Middleborough
Gas and Electric Department

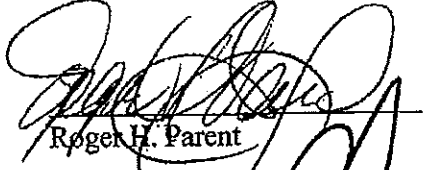
AFSCME, Council 93, AFL-CIO

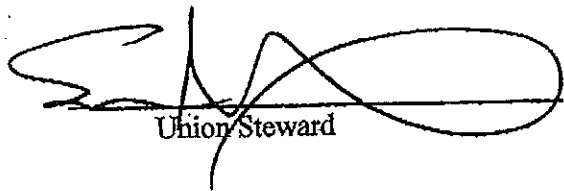

Donald R. Triner, Chairman

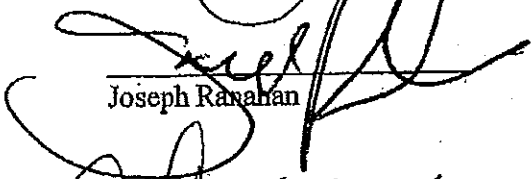

Karen Hathaway
Council 93 Representative


Terrence Murphy

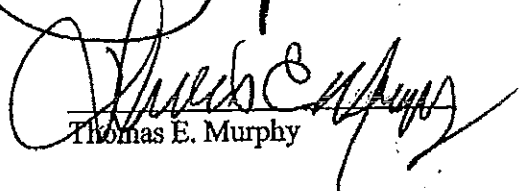

Paul L. Linn
Union President


Roger H. Parent

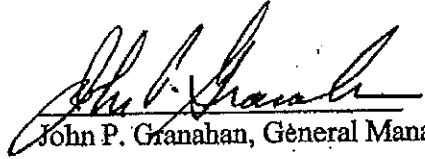

Union Steward

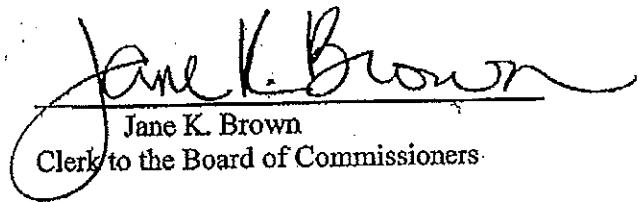

Joseph Ranahan

Council 93 Executive Director


Thomas E. Murphy

Board of Gas & Electric Commissioners


John P. Granahan, General Manager


Jane K. Brown
Clerk to the Board of Commissioners

Approved as to form:

AFSCME COUNCIL 93 AND TOWN OF MIDDLEBOROUGH
 G&E DEPARTMENT AGREEMENT JANUARY 1, 2010 TO
 APPENDIX A

Classification

	2010	2011	2012
General Foreman	\$ 46.24	\$ 47.63	\$ 49.05
Truck Foreman	\$ 40.44	\$ 41.65	\$ 42.90
First Class 2nd Step	\$ 37.21	\$ 38.32	\$ 39.47
First Class 1st Step	\$ 33.01	\$ 34.01	\$ 35.03
Second Class 2nd step	\$ 30.81	\$ 31.73	\$ 32.69
Second Class 1st step	\$ 28.87	\$ 29.74	\$ 30.63
Apprentice 2nd Step	\$ 27.16	\$ 27.97	\$ 28.81
Apprentice 1st Step	\$ 26.07	\$ 26.85	\$ 27.66

Operation Department

Operating Department Supervisor	\$ 29.91	\$ 30.81	\$ 31.73
Station Operator 2nd Step	\$ 27.98	\$ 28.82	\$ 29.68
Station Operator 1st Step	\$ 24.74	\$ 25.48	\$ 26.24
Station Operator Apprentice	\$ 23.57	\$ 24.28	\$ 25.01
Electrical Maintenance Man 2nd Step	\$ 27.12	\$ 27.94	\$ 28.77
Electrical Maintenance Man 1st Step	\$ 23.57	\$ 24.28	\$ 25.01
Electrical Maintenance Man Apprentice	\$ 22.43	\$ 23.10	\$ 23.79
Stockman 3rd	\$ 26.85	\$ 27.65	\$ 28.48
Stockman 2nd	\$ 23.57	\$ 24.28	\$ 25.01
Stockman 1st	\$ 22.43	\$ 23.10	\$ 23.79
Record Clerk 2nd	\$ 26.77	\$ 27.57	\$ 28.40
Record Clerk 1st	\$ 23.07	\$ 23.76	\$ 24.47
Assistant Record Clerk 2nd	\$ 22.27	\$ 22.94	\$ 23.62
Assistant Record Clerk 1st	\$ 18.71	\$ 19.27	\$ 19.84

Meter Department

Meter Foreman	\$ 30.82	\$ 31.75	\$ 32.70
Electrical Meterman	\$ 28.91	\$ 29.78	\$ 30.68
Meter Installer 2nd Step	\$ 27.12	\$ 27.94	\$ 28.77
Meter Installer 1st Step	\$ 26.39	\$ 27.18	\$ 28.00
Meter Installer Apprentice	\$ 25.67	\$ 26.44	\$ 27.24
Meter Reader 2nd	\$ 25.31	\$ 26.07	\$ 26.85
Meter Reader 1st	\$ 23.57	\$ 24.28	\$ 25.01
Meter Reader Apprentice	\$ 22.43	\$ 23.10	\$ 23.79