
AGREEMENT
BETWEEN
THE
TOWN OF MIDDLEBOROUGH
AND THE
GENERAL MUNICIPAL EMPLOYEES GROUP

July 1, 2014 – June 30, 2015

ARTICLE	TITLE	PAGE
1	GMEG BARGAINING UNIT RECOGNITION CLAUSE	3
2	NON-DISCRIMINATION	4
3	MANAGEMENT RIGHTS	4
4	OPPORTUNITY TO BE HEARD	4
5	GRIEVANCE AND ARBITRATION PROCEDURE	5
6	FILLING OF VACANCIES IN GMEG BARGAINING UNIT	5
7	REQUESTS FOR RECLASSIFICATION DURING THE TERM OF AGREEMENT	6
8	NEW POSITIONS IN THE GMEG BARGAINING UNIT	6
9	REDUCTION IN FORCE	6
10	LEAVE OF ABSENCE	7
11	BEREAVEMENT LEAVE	7
12	PERSONAL DAYS	7
13	SICK LEAVE	7
14	LONGEVITY PAY	8
15	VACATION	8
16	PAID HOLIDAYS	9
17	SALARIES	9
18	OVERTIME/COMPENSATORY TIME	10
19	EMERGENCY LEAVE	10
20	COFFEE BREAKS	10
21	MATERNITY LEAVE	11
22	HEALTH INSURANCE	11
23	UNION DUES	12
24	PROFESSIONAL DEVELOPMENT	13
25	UNION REPRESENTATIVES	13
26	WORKING OUT OF PAY GRADE	13
27	TERM OF CONTRACT	13
28	MISCELLANEOUS	14
	SIGNATURE PAGE	15
	ADDENDUM A	16
	ADDENDUM B	18
	ADDENDUM C	19
	ADDENDUM D	20

ARTICLE 1
GMEG BARGAINING UNIT RECOGNITION CLAUSE

1. The Middleborough Board of Selectmen recognizes the General Municipal Employees Group ("GMEG") as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for the Administrative Assistant-Fire Department, Animal Control Officer, Animal/Health Inspector, Assessor/Appraiser, Assistant to Executive Director of COA, Assistant Town Clerk, Assistant Treasurer/Collector, Building Commissioner, Cable Access Administrator, Certified Nurses Aide, Chief Mechanic, Conservation Administrator, Construction Administrator-Planning, Deputy Fire Chief, Executive Director of COA, Groundskeeper, Head Groundskeeper, Health Inspector, Health Officer, Highway Superintendent, IT Administrator, IT Administrative Technical Assistant, Local Inspector I, Planning Director, Plumbing and Gas Inspector, Police Department Custodian, Public Health Nurse I, Public Health Nurse II, Public Works Director, Senior Wastewater Plant Operator, Superintendent of Parks, Town Clerk, Wastewater Lab Technician, Wastewater Superintendent, Water Superintendent, Veterans Agent and Wiring Inspector but excluding the Town Accountant, Library Director, Executive Assistant to the Board of Selectmen, the Assistant to the Town Manager, Assistant to the Police Chief, E-911 Coordinator (as long as the E-911 position is regularly scheduled for less than 20 hours a week), all confidential, managerial and casual employees and all other employees.
2. Any employee who has completed six (6) months of continuous service of 20 or more hours per week and who continues to work a minimum of twenty (20) hours per week will be considered a permanent part-time employee.
3. References to "Department Head" in this Agreement shall mean the employee's Department Head. For some employees, including some Department Heads, the Board of Selectmen serves as the Department Head. References to "Appointing Authority" shall mean the person, Board or Commission with the legal authority to appoint and terminate appointments to the position in question. Addendum A includes the Department Head and Appointing Authority for each position covered by the Agreement.
4. There shall be a six-month probationary period for all positions covered by this agreement, except where the person has been continuously employed by the Town for at least one year immediately prior to assuming the position or has already served a six-month probationary period in the employee's position with the Town. During the probationary period, the employee is not entitled to any benefits or protections under the Agreement. Following the successful completion of the probationary period, the six-month period will be credited as service time in determining the employee's benefits under this Agreement. In the discretion of the Town Manager, a probationary employee may be granted bereavement leave or advanced sick leave during the probationary period. The employee shall be obligated to pay back the advanced sick leave. It may be deducted from sick leave subsequently accrued or, if there is an insufficient accrual, from any compensation owed the employee by the Town.
5. Employees regularly scheduled to work less than an average of 8 hours per day and/or 40 hours per week will be considered part time. Benefits set forth in this Agreement shall be

pro-rated for employees working less than full time based on the number of hours in a regular workweek compared to 40 hours. For example four hours will equal one sick "day," one vacation day or one personal day for an employee who is regularly schedule to work 20 hours per week. (The formula is 20 divided by 40 times 8.0 = 4 hours. Under this formula, the monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 days per month.)

6. A general reference to a "Board" in this Agreement shall mean an elected or appointed Board or Commission of the Town of Middleborough.

ARTICLE 2 NON-DISCRIMINATION

1. The Town will not discriminate against any employee in violation of state or federal laws.

ARTICLE 3 MANAGEMENT RIGHTS

The Town reserves and retains all the regular and customary functions, rights and prerogatives of municipal management which have not been specifically relinquished, abridged or limited by this Agreement. The exercise of such functions, rights or prerogatives shall not be subject to the grievance and arbitration procedure.

ARTICLE 4 OPPORTUNITY TO BE HEARD

1. Any permanent employee who works an average of twenty (20) or more hours per week during the fiscal year shall have the right to a hearing before the person or Board who appointed them ("the Appointing Authority") if the employee is suspended without pay or dismissed. The employee shall be advised of the basis of the action in writing no later than five (5) calendar days following the action. The employee must request the hearing in writing within five (5) calendar days from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing.
2. The hearing will be held within seven (7) calendar days of the employee's request for a hearing unless the Appointing Authority is the Board of Selectmen or another Town Board. If the Appointing Authority is a Board, the hearing will be held, at the Board's option, either at the next regularly scheduled Board meeting taking place no sooner than seven (7) days after the employee's request or a specially scheduled Board meeting. To the extent allowed by law or the Town Charter, a hearing that takes place in accordance with these provisions will satisfy any right to a hearing that the employee may have under the law or Town Charter. The above hearing provisions shall not apply if their application would result in an employee being provided with more than one hearing before the Appointing Authority regarding the same matter.
3. The employee shall have the right to be represented by counsel. Time lines may be extended by mutual agreement between the employee and the Appointing Authority.

4. An employee will be not suspended without pay or dismissed without just cause.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be defined as a dispute about the express provisions of this Agreement as they are applied to a position in the GMEG Bargaining Unit.

- a. Step 1. Filing of Initial Grievance: A grievance shall be filed in writing within ten (10) calendar days of when an employee or GMEG knew or should have known of an occurrence giving rise to a grievance. It shall be filed with the Town Manager and/or the Board of Selectmen. The Town Manager or the Board will respond to the Grievance within ten (10) calendar days, either with an answer to the grievance or a date to meet with the Town Manager or the Board to hear the grievance. If a grievance meeting is scheduled, the answer to the Grievance will be provided within ten (10) calendar days after that meeting.
- b. Step 2. Unresolved Grievance: For a resolution of a grievance to be binding on the parties, it must be approved by GMEG and the Board. If the grievance is not resolved to GMEG's satisfaction at Step 1, GMEG and only GMEG may advance the grievance to arbitration by filing a Demand for Arbitration with the Board within 10 (ten) calendar days of the Town's answer to the grievance, or within 10(ten) calendar days after the Board's answer was due. Unless the parties can agree on an Arbitrator within 10 (ten) calendar days of the filing, GMEG will file the Demand with the American Arbitration Association and it shall be processed under the labor arbitration rules of the American Arbitration Association. The parties shall share equally the Arbitrator's fees.
- c. Arbitrator's Authority: An Arbitrator shall have no power to add to, subtract from or otherwise amend the provisions of this Agreement. The Arbitrator's decision shall not violate any Charter provisions or By-Laws in effect as of the signing of this Agreement, any Massachusetts statutes or regulations pursuant to such Statutes or any federal laws or regulations. The arbitrator's decision shall be final and binding except that it may be reviewed under G.L. c. 150C or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law.
- d. Modification of timelines: GMEG's failure to meet the timelines above will mean that the grievance is waived. The timelines may be modified for any grievance by mutual agreement between GMEG and the Town.

ARTICLE 6
FILLING OF VACANCIES IN GMEG BARGAINING UNIT

When filling a vacancy in the GMEG Bargaining Unit, the Board will be guided by the Employees Pay Step Chart and benefits contained within this agreement. If the Board believes it is necessary to deviate from the Chart and/or the benefits to fill a vacancy, it will notify GMEG of its intentions. If GMEG requests it and it does not delay the filling of the vacancy, the Board will meet with GMEG to discuss its intentions before it fills the vacancy. However, the Board will make the final decision and its decision shall not be grievable or arbitrable. If the deviation results in the placement of the new employee at a Step higher than the Step held by one of the

named employees in the same Pay Group and GMEG requests to bargain over the impact on the Pay Group and any higher Pay Group affected, the Board will bargain after the new employee is hired. However, neither the Board's decision to hire or the benefits, terms or conditions of employment for the new employee as determined by the Board will be affected by the outcome of the bargaining unless the Board agrees to do so. If the Employer determines that a bargaining unit position will be filled, it will be posted for a minimum of ten (10) work days in a place where notices for employees are posted. The posting will include the name of the position, a summary of the duties and qualifications and the pay. This posting provision shall not preclude the Employer from simultaneously advertising for outside applicants.

ARTICLE 7
REQUESTS FOR RECLASSIFICATION DURING THE TERM OF AGREEMENT

The Pay Group reclassification of a GMEG Bargaining Unit position during the term of the Agreement shall be based on changes in job duties since the position was last rated and classified. Either GMEG or the Board may make a request for a position to be reclassified and both parties will participate in the process. The starting point will be the completion of a job description that includes the qualifications for and duties of the position and that is subject to final approval of the Board. The position will then be rated under the Job Rating Specification process set forth in the November, 19, 2002 Personnel Wage and Classification Plan. Following this process, the parties will meet to try and resolve any issues over whether the position should be reclassified. The Board will make the final decision but its decision shall not be arbitrary or capricious. A position will not be classified into a lower Pay Group while it is filled unless there is mutual agreement between the Board and GMEG.

ARTICLE 8
NEW POSITIONS IN THE GMEG BARGAINING UNIT

If a new position is to be added to the GMEG Bargaining Unit, both parties will participate in the process. The starting point for determining its Pay Group classification and pay will be the completion of a job description that includes the qualifications for and duties of the position and that is subject to final approval of the Board. The position will then be rated under the Job Rating Specification process set forth in the November 19, 2002 Personnel Wage and Classification Plan. Following this process, the parties will meet to try and resolve any remaining issues. The Board will make the final decision but its decision shall not be arbitrary or capricious.

ARTICLE 9
REDUCTION IN FORCE

The Employer retains all rights related to the funding of positions, including without limiting the number of positions to be funded and which positions will be funded. When the Employer knows definitively that it will not be funding a position that is filled, it will notify GMEG of its intentions and provide it with an opportunity to discuss alternatives. These discussions shall not affect the Employer's right to make the final decision and implement that decision.

If a member of the bargaining unit is separated from employment based on a position not being funded, the member shall be placed on a recall list at the member's option. If the same or substantially similar (job duties) bargaining unit position in the same Department is funded again within two (2) years of the separation, the member is available and continues to maintain the

qualifications for the position, the Town will offer the member of the position. A member's failure to accept the first position offered on the terms offered will end any recall rights.

ARTICLE 10
LEAVE OF ABSENCE

An employee may apply in writing to the employee's Department Head for a temporary leave of absence without pay or benefits. The Department Head shall not be arbitrary or capricious in deciding requests for unpaid leaves of absence. In those situations where the Board of Selectmen is not the Department Head, all requests for leaves of absence and responses to the requests will be reported to the Board of Selectmen and the Board of Selectmen will be provided with copies of all related documents.

ARTICLE 11
BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days bereavement leave for the death of the employee's spouse, partner or significant other, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, stepmother, stepfather, step-children, aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other members of the household who reside with the employee. Each employee shall be granted one (1) day of leave, without loss of pay, in the event of the death of a relative not included in the enumerated persons covered by this Article or in the event of the death of a non-relative close to the family, and an additional two (2) days may be granted for a funeral out-of-state. It is management's intent to grant funeral leave to an employee as necessary.

ARTICLE 12
PERSONAL DAYS

Each employee shall be entitled to four (4) personal days per fiscal year (July 1 – June 30). Use of a personal day shall require advance request and approval of the employee's Department Head. Where the Board of Selectmen or another Town Board is the Department Head, the employee shall notify the Board or its designee as soon as the employee knows of the employee's intent to take a personal day and no later than a week after the day is used. Advance approval of the Board shall not be required if the Board does not meet until after the employee has used the personal day, but the employee shall still notify the Board that the employee has used a personal day no later than a week after the day is used. Approval shall not be unreasonably withheld.

ARTICLE 13
SICK LEAVE

1. Sick leave shall accrue at the rate of one and a half (1 ½) day per month to a maximum of eighteen (18) days per year. Maximum accumulation of sick leave will be two hundred seventy-five (275) days.
2. An employee will be allowed to use up to five (5) days of accumulated sick leave per fiscal year from that current fiscal year's accrual of sick leave to attend to the needs of a ill member of the employee's immediate household/family.

3. Upon retirement under the Massachusetts General Laws or death, an employee or the employee's estate will receive one day's pay (at the daily rate applicable to the employee when the employee last worked) for each three days of accumulated sick leave, up to a maximum of seventy-five (75) days' pay.

ARTICLE 14
LONGEVITY PAY

Upon completion of five years of continuous service, an employee will be paid longevity of one hundred twenty-five dollars (\$125.00). For each additional year of continuous service thereafter, an employee will be paid longevity of an additional twenty-five dollars (\$25.00) (i.e., after six years = \$150; after seven years = \$175, etc.). Employees hired prior to June 1, 2001, with less than five (5) years of employment will receive longevity payments in accordance with the existing schedule of \$25.00 per year.

ARTICLE 15
VACATION

1. The vacation year shall be the period between January 1st and December 31st, inclusive.

Employees with at least five (5) years continuous service with the Town may accumulate vacation based on the following schedule:

After completion of 30 weeks	
But less than five (5) years	10 days
After completion of five (5) years	15 days
After completion of six (6) years	16 days
After completion of seven (7) years	17 days
After completion of eight (8) years	18 days
After completion of nine (9) years	19 days
After completion of ten (10) years	
Through (15) years	20 days
After completion of sixteen (16) years	21 days
After completion of seventeen (17) years	22 days
After completion of eighteen (18) years	23 days
After completion of nineteen (19) years	24 days
After completion of twenty (20) years	25 days

- 1) A maximum of twenty-five (25) days of vacation will be paid.
 - 2) Upon an employee's retirement or death, any unused vacation time shall go to the employee/estate.
2. An employee has the right to carry over up to one (1) year's vacation (based on the table above) to be used in the next calendar year with the Department Head's advance approval. Approval must be given four (4) months in advance.

ARTICLE 16
PAID HOLIDAYS

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

1. If a holiday falls on a day that an employee is using paid vacation, the employee will be provided with an additional day off with pay.
2. Any employee not regularly scheduled to work on a holiday who works the holiday shall receive another day off or compensatory time (at time and a half) for the holiday worked.
3. All holidays falling on a Sunday will be observed on the following Monday. All holidays falling on a Saturday will be observed on the previous Friday.
4. Any employee covered under this agreement shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's day.
5. Part time employees will be entitled to holiday pay for the hours the employee was scheduled to work when the holiday falls on the employee's regularly scheduled work day.

ARTICLE 17
SALARIES

1. Please refer to attached "Employee Paystep Chart" for salary schedule of GMEG employees. As reflected in the Paystep Chart, effective the first full pay period after July 1, 2014, the wage schedule will be increased by 2% (two percent).

ARTICLE 18
OVERTIME/COMPENSATORY TIME

1. To be eligible to be compensated for overtime, an employee must have the overtime work approved in advance by the Department Head.
2. Compensatory time as payment for overtime work, credited at the rate of time and one-half (one and a half hours off for each hour worked), is available provided:
 - 1) It shall be the choice of a Department Head to pay employees either overtime pay or substitute compensatory time.
 - 2) To be eligible for overtime, an employee must have the overtime work and the method of payment approved in advance by the Department Head. Compensatory time as payment for overtime work shall be credited as straight time, up to the normal working hours for that employee (40 hours or 36.25 hours) and at the rate of one and a half hours off for each hour worked beyond the regular week hours worked. Compensatory time is available provided that:
3. The Department Head approves in advance the arrangement to provide compensatory time as payment for overtime;
4. The compensatory time is then used with advance approval of the Department Head;
5. At any one time, employees may have accumulated no more than 80 (eighty) hours of compensatory time.
6. Compensatory time must be used within the fiscal year in which it was accumulated.

ARTICLE 19
EMERGENCY LEAVE

Department Heads may grant up to three (3) days Emergency Leave of absence to employees for legitimate hardship or emergency situations, without loss of pay to the employee. In those situations where the Board of Selectmen is not the Department Head, the denial or non-extension of the emergency leave for unusual and extreme hardship by the Department Head may be appealed to the Board. However, the employee shall be allowed to use any other accrued time pending decision by the Board of Selectmen.

ARTICLE 20
COFFEE BREAKS

Two (2) fifteen-minute coffee breaks: one (1) in the morning and (1) in the afternoon daily.

ARTICLE 21
MATERNITY LEAVE

1. A female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted maternity leave without pay if her request for such leave and her intention to return is provided to the Department Head at least two (2) weeks in advance of the anticipated date of departure.
2. At the expiration of the maternity leave, an employee will be restored to her previous position or similar position with the same status, pay and length of employment credits as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to the employees of equal length of employment in the same or similar position in the department.
3. Notwithstanding any other provision of the Agreement, the maternity leave granted under this Article shall not affect the employee's right to receive any 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.
4. The Town will pay for health insurance benefits to individuals on maternity leave provided they exhaust their sick leave, vacation leave, personal days, compensatory time and obtain a letter from their physician stating that they are unable to return to work within the eight (8) week period of maternity leave.

ARTICLE 22
HEALTH INSURANCE

- A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired on or after July 1, 2013. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage. "In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2013 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three year period ending June 30, 2016."
- B. The Amended October, 2014 Memorandum of Agreement To Provide Health Insurance Through The Group Insurance Commission July 1, 2014, under which the Town health insurance program will move to the GIC effective July 1, 2014, is incorporated by reference ("2013 PEC Agreement") and attached hereto as Addendum C.

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

D. 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 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 the Town or 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 insurance for a full year, the first half of the stipend will be paid during the 6th month and the second half of the stipend will be paid during the 12th month.

ARTICLE 23 **UNION DUES**

Employees shall tender monthly membership dues, or in the alternative, an agency service fee established by GMEG, by signing an authorization form provided by the Middleborough Treasurer/Collector. In accordance with M.G.L. c.180, §17A, the Town agrees to deduct weekly union membership dues and/or agency service fees from the pay of each employee in the unit who executes such form and remit the aggregate amount to GMEG's treasurer. An employee who declines to pay union dues or agency service fees based upon religious tenets or reasons of conscience shall instead pay a recognized charitable organization in an amount equal to the agency service fee established by GMEG from time to time.

Any employee who fails to tender required dues or fees under this Article shall be given written notice of such failure by GMEG with a copy to the Town Manager. If within thirty (30) days of such notice such employee has failed to tender the dues or fees owed to GMEG, the Town will suspend the employee without pay for one day for each month that the employee fails to tender the dues or fees.

GMEG agrees to indemnify and hold harmless the Town, its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of this provision, including but not limited to any proceeding in which the Town is made a party. Liability shall mean any costs or damages incurred by the Town including without limitation back pay and attorneys' fees.

ARTICLE 24
PROFESSIONAL DEVELOPMENT

Employees shall be given the opportunity to develop and refresh professional knowledge and skills and maintain educational requirements for licenses and certifications (job related education and training). With advance notice to and approval of the Town Manager, the Town will reimburse a bargaining unit member for conferences, seminars, courses and/or training that enhance the member's ability to perform job duties ("job-related education/training"). In making a decision as to any proposed job-related education/training, the Town Manager will reasonably consider the cost, available funds, how much it will enhance the member's performance of job duties, whether and how much funding the Town has provided for the member in the past and competing requests for such reimbursements. A member will be eligible for a maximum reimbursement of \$500 per fiscal year.

ARTICLE 25
UNION REPRESENTATIVES

Up to five (5) bargaining unit members will be allowed time off without loss of pay or benefits to attend bargaining sessions that are scheduled by mutual agreement during the regular work day.

ARTICLE 26
WORKING OUT OF PAY GRADE

Any bargaining unit member, who, with the written approval of the Town Manager, is assigned to a position in a higher classification in the bargaining unit, will receive compensation at Step 1 of the Pay Grade of that position beginning with the twenty-first (21st) consecutive day of the new assignment, subject to budget availability or Town Meeting appropriation.

ARTICLE 27
TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2014 through June 30, 2015.

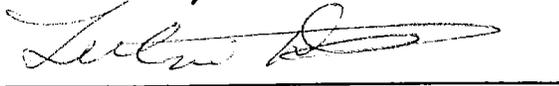
In the event that the Town voluntarily agrees to provide any Town-side bargaining unit with a more generous base salary increase in FY14 than the 2% provided to the Union, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric Department constitutes a Town-side bargaining unit for the provisions of this section.

ARTICLE 28
MISCELLANEOUS

- A. Protective Clothing: Protective, weather or specialty clothing/footwear and equipment shall be provided for GMEG Employees who are required to perform 30% or more of their duties in the field, outdoors or in hazardous/damaging environments. Employees shall be reimbursed for up to three hundred dollars (\$300) per employee per fiscal year as necessary as determined by the Department Head. Employees who perform more than 30% of their duties as specified herein are listed on the attached sheet attached as Addendum D.
- B. New Employees: The Town agrees that GMEG employee James Brown will continue to get the 80/20 HMO premium split notwithstanding his hiring on or after July 1, 2013 in consideration of GMEG ratifying the new Contract by October 7, 2013 (before Town Meeting).

FOR THE TOWN OF MIDDLEBOROUGH





John M. Bennett

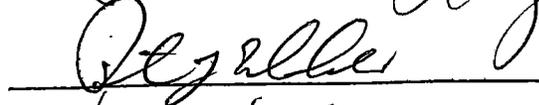




DATED: 10-27-14

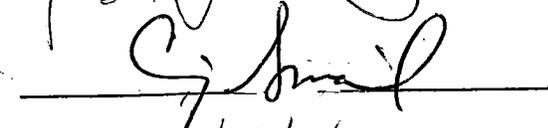
FOR THE GENERAL MUNICIPAL EMPLOYEES GROUP





Virginia A. Marinucci





DATED: 10/27/14

ADDENDUM A

POSITION	DEPARTMENT HEAD	APPOINTING AUTHORITY
Admin. Assistant-Fire Dept.	Fire Chief	Fire Chief
Animal Control Officer	Health Officer	Town Manager
Animal/Health Inspector	Health Officer	Town Manager
Assessor/Appraiser	Board of Assessors	Board of Assessors
Assistant to Council on Aging Director	Council on Aging Director	Council on Aging Board of Directors
Assistant Town Clerk	Town Clerk	Town Manager
Assistant Treasurer/Collector	Treasurer/Collector	Treasurer/Collector
Building Commissioner	Town Manager	Town Manager
Cable Access Administrator	Information Technology Director	Town Manager
Certified Nurse's Aide	Health Officer	Town Manager
Chief Mechanic	Park Superintendent	Park Commissioners
Conservation Administrator	Conservation Commission	Conservation Commission
Construction Administrator-Planning	Planning Director	Planning Board
Deputy Fire Chief	Fire Chief	Fire Chief
Executive Director of Council on Aging	Council of Aging Board of Directors	Council on Aging Board of Directors
Dispatcher	Police Chief	Town Manager
Groundskeeper	Park Superintendent	Park Commissioners
Head Groundskeeper	Park Superintendent	Park Commissioners
Health Inspector	Health Officer	Town Manager
Health Officer	Town Manager	Town Manager
Highway Superintendent	Public Works Director	Town Manager
Information Technology Director	Board of Selectmen	Board of Selectmen
IT Administrator	Information Technology Director	Information Technology Director
IT Administrative Technical Assistant	Information Technology Director	Information Technology Director
Local Inspector I	Building Commissioner	Town Manager
Planning Director	Planning Board	Planning Board
Plumbing and Gas Inspector	Building Commissioner	Building Commissioner
Police Department Custodian	Police Chief	Police Chief
Public Health Nurse I	Health Officer	Town Manager
Public Health Nurse II	Health Officer	Town Manager
Public Works Director	Town Manager	Town Manager
Senior Wastewater Plant Operator	Wastewater Superintendent	Town Manager
Superintendent of Parks	Park Commissioners	Park Commissioners
Town Clerk	Board of Selectmen	Board of Selectmen
Wastewater Lab Technician	Wastewater Superintendent	Town Manager

Wastewater Superintendent	Public Works Director	Town Manager
Water Superintendent	Public Works Director	Town Manager
Veterans Agent	Board of Selectmen	Board of Selectmen
Wiring Inspector	Building Commissioner	Board of Selectmen

ADDENDUM B GMEG PAY STEP CHART

FISCAL 2015										
EMPLOYEES PAY STEP CHART										
2 % increase										
GMEG										
Director	Steps	1	2	3	4	5				
		43,6677	44,9779	46,3274	47,7172	49,1487				
Department Head	Steps	1	2	3	4	5	6	7	8	9
		35,5059	36,5711	37,6683	38,7983	39,9623	41,1611	42,3960	43,6679	44,9779
Technical Services	Steps	1	2	3	4	5	6	7	8	9
		27,2125	28,0287	28,8697	29,7357	30,6278	31,5466	32,4930	33,4680	34,4719
Administrative	Steps	1	2	3	4	5	6	7	8	9
		26,4199	27,2125	28,0287	28,8696	29,7357	30,6278	31,5466	32,4930	33,4680
Skilled Services	Steps	1	2	3	4	5	6	7	8	9
		20,1835	20,7889	21,4126	22,0551	22,7167	23,3982	24,1001	24,8231	25,5678
Support Services	Steps	1	2	3	4	5	6	7	8	9
		18,4655	19,0194	19,5900	20,1777	20,7829	21,4065	22,0488	22,7102	23,3915

Addendum C

FINAL

THE TOWN OF MIDDLEBOROUGH

AND

THE MIDDLEBOROUGH PUBLIC EMPLOYEE COMMITTEE

AMENDED (OCTOBER, 2014) MEMORANDUM OF AGREEMENT |801 CMR

52.04(4)| TO PROVIDE HEALTH

INSURANCE THROUGH THE GROUP INSURANCE COMMISSION JULY 1, 2014.

WHEREAS, the Board of Selectmen ("Board") of the Town of Middleborough ("Town") voted to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, the Town provided its Insurance Advisory Committee with notice of its intention to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, the Town thereafter requested the formation of a Public Employee Committee ("PEC") pursuant to 801 CMR 52.02; and

WHEREAS, a PEC was formed and the Town, delivered its 801 CMR 52.03 Implementation Notice to the PEC representatives. It is attached and incorporated into this Agreement; and

WHEREAS, the negotiations period with the PEC commenced on September 17, 2013 and is set to expire on October 17, 2013; and

WHEREAS, both the Town and the PEC have engaged in negotiations in good faith and

desire to enter into a mutually acceptable agreement relative to this subject matter;

WHEREAS, the parties have engaged in further negotiations in 2014 to amend their October, 2013 Agreement because the actual savings for the Mitigation Fund were higher than the estimated savings;

NOW THEREFORE, pursuant to 801 CMR 52.04(4), the Town and the PEC agree as follows with respect to changes to the Town's group health insurance plan.

1. Purpose of Agreement: The purpose of Agreement is to implement changes in health insurance benefits by transferring subscribers to the GIC pursuant to M.G.L. c. 32B, § 23. Accordingly, the PEC agrees that the Town may transfer subscribers to the GIC pursuant to M.G.L. c. 32B, § 23. The Town will take all necessary and reasonable actions to effectuate the transfer of subscribers to the GIC effective July 1, 2014 and to maintain coverage thereafter for at least the three year period expiring June 30, 2017.
2. Implementation. As set forth in 801 CMR 52.07(1), effective July 1, 2014, the Town shall implement the transfer to the GIC as follows:
 - a. Active employees and non-Medicare eligible retirees ("subscribers to the active employee plans") will be eligible to subscribe to the active employee plans offered by the GIC. The premium splits between the Town and the employee/retiree will be those that are currently in place for the active employee plans (HMO and PPO/INDEMNITY) offered by the Town.
 - b. Medicare eligible retirees ("Medicare eligible subscribers") will be eligible to subscribe to the Medicare-eligible plans offered by the GIC. The premium splits between the Town and the employee will be those that are currently in place for the Medicare eligible plans offered by the Town.
3. Mitigation. The Town and the PEC agree that the Town will appropriate an additional \$154,134 in FY 2015 to the existing New Mitigation Fund of \$230,299, to reflect the actual savings (\$384,433) available for the Fund based on a comparison of the FY 14 cost of the Town plans with the FY 14 cost of the GIC plans based on which GIC plans subscribers selected. The parties agree that there are no savings from the Medicare plans and therefore there will be no savings from the New Mitigation Fund shared with the Medicare subscribers.

Any amounts remaining in the Mitigation Fund established under the 2012 PEC Agreement will be transferred, effective July 1, 2014, into the New Mitigation Fund.

Funds from the New Mitigation Fund shall be distributed under a program established by the Town Treasurer/Collectors office in accordance with Appendix A, attached and incorporated into this Agreement. Funds will be disbursed on a quarterly basis. Reimbursement requests shall be submitted within 15 days of the end of the quarter, which shall be January 1, April 1, July 1, and October 1. However, any reimbursement request of \$300 or above shall be processed upon receipt. Reimbursement requests shall be submitted on a form developed by the Treasurer/Collector's office and shall be accompanied by an original receipt, which will be edited by the employee to prevent the disclosure of any personal information. All obligations on behalf of the Town related to the mitigation funds shall expire after the amount of savings referenced above has been expended. The final quarterly reimbursement distribution will be pro-rated according to the total amount of funds remaining and the total amount of funds submitted for reimbursement.

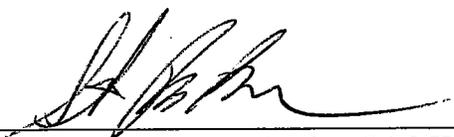
In addition to the distributions under Appendix A, funds from the New Mitigation Fund will be disbursed to reimburse a portion of the full year deductible subscribers are required to pay for the active employee plans between July 1-December 31, 2014. An insured employee who has paid at least \$125 of the \$250 deductible will be reimbursed for any amount paid between \$125 and \$250, i.e., a maximum reimbursement of \$125. For employees whose insurance covers families of three or more, the reimbursement will be for any amount paid between \$375 and \$750, i.e., a maximum reimbursement of \$375. To be eligible for these reimbursements, documentation must be provided no later than March 1, 2015 following the process set forth in the preceding paragraph for other types of reimbursements.

By agreement of the parties, Appendix A can be changed to reflect changes in the GIC plans. If there is any balance in the New Mitigation Fund as of June 30, 2017, the parties will meet to discuss how it should be distributed.

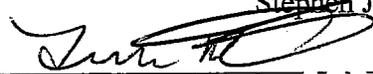
In consideration of the 2012 PEC Agreement, a Medicare Mitigation fund of \$36,100 will be established effective July 1, 2014 and will be distributed to Medicare eligible subscribers in accordance with Appendix B or as otherwise determined by agreement between the Town and the Middleborough Retirees Association.

4. Notice to Subscribers. Eligible subscribers to the active employee plans shall be notified of the implementation of the new plan pursuant to 801 CMR 52.04(5) on or before April 1, 2014. The open enrollment period for the new plans shall be from April 9-May 7, 2014.
5. Compliance with c.32B. The parties acknowledge that with the completion of this Agreement, all the requirements of §§ 21-23 of G.L. c. 32B have been met with respect to plan design changes.

6. Binding Effect. Pursuant to 801 CMR 52.04(6), this Agreement is binding on all subscribers and their representatives.
7. Entire Agreement. This Agreement constitutes the entire agreement reached by the parties pertaining to this matter. No other agreement, oral or otherwise, will be considered to exist or to bind any of the parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified, except by a written instrument signed by all parties. The parties acknowledge that they have thoroughly read this Agreement, that they understand it, and that they are entering into it of their own free will.
8. Severability Clause. If any provision or portion of this Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.
9. Authorization to Sign Agreement. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives. The Town's agreement hereto is subject to ratification by the Middleborough Board of Selectmen. Pending such ratification this agreement shall remain off-the-record.
10. Nothing in this agreement shall prevent the Town, following the date that this Agreement is signed, from instituting the processes authorized by M.G.L. c. 32B, §§ 21-23 for a plan year after Fiscal Year 2017 or from making changes to health insurance plans, including premium contribution percentages between the Town and subscribers, subject to the Town meeting any bargaining obligation under M.G.L. c. 150E.



 Stephen J. McKinnon



 Leilani Dalpe



 Diane Stewart

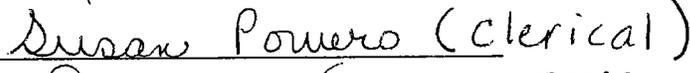


 Alin Frawley

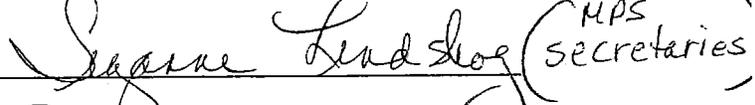
John M. Knowlton



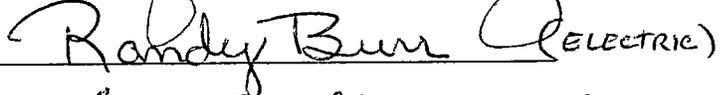
 Paul Slaw (arts)



 Susan Powers (clerical)



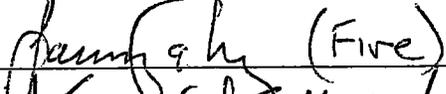
 Suzanne Lindskog (MPS secretaries)



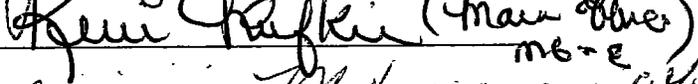
 Randy Burr (ELECTRIC)



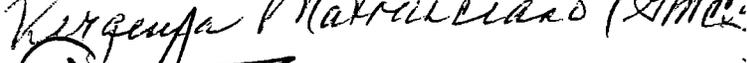
 Lori Salotto (Library)



 Pammy (Fire)



 Ken (main office)



 Virginia Matrulliano (MGA)



 F. Cantor MGA

ADDENDUM D

**GMEG PROTECTIVE CLOTHING REIMBURSEMENT
EMPLOYEES WITH GREATER THAN 30% OF TIME IN FIELD, OUTDOORS OR
IN HAZARDOUS/DAMAGING ENVIRONMENTS**

	<u>GMEG GRADE/POSITION</u>	<u>EMPLOYEE</u>		
	<i>DEPARTMENT HEAD</i>			
1	WASTEWATER SUPT	Todd Goldman		
2	HEALTH OFFICER	Jeanne Spalding		
3	PUBLIC WORKS DIRECTOR	Chris Peck		
4	WATER SUPER	Joe Silva		
5	BLDG. COMMISSIONER	Robert Whalen		
6	CONSERVATION ADMIN	Patricia Cassady		
7	PARKS SUPERINTENDANT	Fran Cass		
	<i>TECHNICAL SERVICES</i>			
8	Animal Control Officer	James Brown		
9	Animal Inspector	Jessica Gardner		
10	Construction Admin. Planning	Paul Fellini		
11	Sr. Wastewater Plant Operator	Craig Smail		
12	Plumbing and Gas Inspector	Jay Catalano		
13	Local Inspector I	not presently filled		
14	Wiring Inspector/	Bill Gazza		
15	Health Inspector	Catherine Hassett		
	<i>ADMINISTRATIVE SERVICES</i>			
	<i>SKILLED SERVICES</i>			
16	Wastewater Lab Technician	Wayne Pittsley		
	<i>SUPPORT SERVICES</i>			
17	Groundskeeper	Thomas Estes		
18	Chief Mechanic	Joseph Mendonca		