

AGREEMENT BETWEEN

MANSFIELD MUNICIPAL ELECTRIC DEPARTMENT

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(IBEW) LOCAL 104**

(Financial Assistants)

July 1, 2019 – June 30, 2022

**AGREEMENT BETWEEN
MANSFIELD MUNICIPAL ELECTRIC DEPARTMENT
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(IBEW) LOCAL 104**

**ARTICLE I
RECOGNITION**

Mansfield Municipal Electric Department (MMED, Department or Employer) recognizes International Brotherhood of Electrical Workers, Local 104 (Union) as the exclusive bargaining agent for all full-time financial assistants.

**ARTICLE II
DURATION**

This Collective Bargaining Agreement (Agreement) shall be in full force and effect from July 1, 2019 until June 30, 2022. Any prior Agreement covering employees in this bargaining unit shall be terminated and superseded by this Agreement as of July 1, 2019. Upon written notice by either party no earlier than 180 days and no later than 30 days prior to June 30, 2022, the parties will begin negotiations for a successor Agreement.

**ARTICLE III
MANAGEMENT RIGHTS AND NO STRIKE**

Except as expressly abridged or modified by this Agreement and applicable law, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the employer. These rights, whether exercised or not, included without being limited to, all rights and powers given the employer by law, the right to operate, manage and control the MMED and its activities and to direct and control the work of its employees and the use of its properties, facilities and equipment, the right to establish duties, to require such standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine methods and procedures and to direct employees; the right to promote employees and to determine the necessity for filling a vacancy; the right to select and hire employees, the right to discharge, suspend, reprimand (for just cause), the right to lay off employees for lack of work, the right to promulgate and enforce all reasonable rules relating to policies, procedures, and operations, safety measures; the taking of all necessary actions to carry out its mission in emergencies; and the right generally to control and supervise the MMED's operations and affairs.

The Union, on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement it will not authorize, approve, participate in or in any way encourage any strikes, work stoppage, slow down or the withholding of services, including paid extra-hour services, from the Employer, MMED.

ARTICLE IV
UNION REPRESENTATION

Union staff representative shall be permitted to have access to the premises of MMED for the performance of the official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied.

ARTICLE V
PROBATIONARY PERIOD

Any new employee hired is on a six (6) month probationary period. At the end of the third month and again in the month prior the end of the probationary period, each employee will be given a performance review and an evaluation interview with the General Manager to assess their performance and to determine whether or not they are successfully meeting the requirements of the position. Successful completion of the probationary period is in the sole determination of the MMED and is not subject to grievance or arbitration.

ARTICLE VI
HOURS OF WORK

Monday, Tuesday, Thursday:	8:00 a.m. to 4:00 p.m.
Wednesday:	8:00 a.m. to 8:00 p.m.
Friday:	8:00 a.m. to 12:00 p.m.

MMED retains the right to request employees to work hours outside of the schedule set forth above in exchange for an equivalent time off from regular work hours. Scheduling decisions are at the discretion of the General Manager.

ARTICLE VII
LUNCH/BREAK PERIODS (SEE ABOVE ARTICLE VI)

- On Monday, Tuesday and Thursday one (1) forty-five minute meal period or a 30 minute meal period and a 15 minute rest period.
- On Wednesday two (2) 45 minute meal periods and one (1) 15 minute rest period.
- On Friday one 15 minute rest period.

Pursuant to the work requirements of the Department, the scheduling of lunch and break periods are determined by the General Manager. Any employee who chooses not to take a lunch period will not receive credit for additional work hours or compensation as a result.

ARTICLE VIII
OVERTIME

Overtime will be paid at time and one-half for all hours worked over 37 ½ per week. Employees will be paid 4 hours minimum at time and one-half for any call-in work. Call-in work excludes instances in which an employee is asked to come into work early or stay later beyond the normal

work day. Employees will be paid double their hourly rate for any hours worked on Sundays and Holidays listed in Article X.

ARTICLE IX
RETIREMENT

Retirement benefits for eligible employees (non-probationary employees who regularly work twenty (20) or more hours per week) will be provided through the Bristol County Retirement Board in accordance with Chapter 32B of the Massachusetts General Laws. Employees desiring more information may obtain a copy of the Massachusetts Public Employee Retirement Guide from the Commonwealth of Massachusetts Public Employee Retirement Administration Commission (PERAC).

ARTICLE X
HOLIDAYS

The following are considered to be paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve after 12:00 p.m. and Christmas Day.

ARTICLE XI
HEALTH INSURANCE

The Employer will offer comprehensive health insurance to full-time employees at a 70% employer/30% employee premium rate split with an optional Tier 4 dental insurance at 50/50% rate split. Participation in dental coverage is voluntary on the part of the employee. The Employer shall impact bargain with the Union before switching or eliminating any plan. Any dispute over benefits, co-payments or any plan requirements shall not be subject to the grievance and arbitration procedure.

Effective April 1, 2015, every employee who does not subscribe to the Employer's health insurance ("subscription" includes participation by the employee in a spouse's health insurance plan where his/her spouse is also a Town of Mansfield employee), shall be paid a Health Insurance Stipend in the amount of forty-dollars (\$40.00) per week. This payment shall be paid as a stipend each pay period, and shall terminate immediately upon the employee subscribing to the Town's health insurance coverage. The Town reserves the right to require initial proof (and subsequent reverification) of the fact that the employee maintains health insurance meeting the requirements of minimum creditable coverage through another source.

The Union agrees that the health insurance mitigation program currently in effect shall be subject to modification in the discretion of the MMED on or after July 1, 2016, subject to the provisions of this paragraph. The Town of Mansfield states its intent to reconvene the employee committee to review current mitigation practices and to formulate a proposal for a revised mitigation program. The Union shall be entitled to participate in the employee committee on the same terms and conditions as members of other MMED and Town of Mansfield bargaining units,

subject to applicable law. The MMED agrees to provide advance notification of any modification to the mitigation program, and to meet with the Union to bargain over the impact of such changes occurring during the term of this collective bargaining agreement (July 1, 2019 to June 30, 2022). The Union acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement.

ARTICLE XII
WORKERS COMPENSATION

Employees injured at work may be eligible for compensation under the Massachusetts workers' compensation law. Employees must report all injuries occurring at work to the General Manager as soon as possible.

ARTICLE XIII
SICK LEAVE

1. Each full-time employee shall accrue 1.25 days of sick leave at the completion of each month of service. Unused sick leave shall be accumulated to the maximum of one hundred seventy-three (173 days). MMED will not pay any accrued or unused sick leave time upon separation from employment.
2. Sick leave time shall accumulate during paid leaves of absence, vacation time, and paid absence due to injury or illness.
3. In appropriate cases, an employee who has exhausted his/her sick leave may apply to the Manager for an extension thereof.
4. MMED has the right to require employees to submit a medical certificate from a doctor detailing the nature of the employee's illness and the reason for absence from work. Said medical certificate shall be obtained at the employee's expense. Should the MMED suspect that sick leave has been abused, it may, at its discretion, conduct an investigation and take appropriate disciplinary action, up to and including dismissal.
5. Employees may be eligible for unpaid leave under the Family and Medical leave Act (FMLA) pursuant to the Town's FMLA policy. Employees seeking to take FMLA leave are expected to comply fully with all the provisions of the Town's policy.
6. For employees hired before July 1, 2014, upon retirement, or in the event of the death of an employee, the MMED will "buy back" twenty percent (20%) of all accumulated but unused sick leave at the current rate, as determined by the Manager and approved by the Board of Light Commissioners.
7. Except in the conditions set forth in the preceding paragraph, the MMED makes no payment for accumulated but unused sick leave at the current rate, as determined by the General Manager and approved by the Board of Light Commissioners.

8. Non-probationary, part-time employees who are members of the bargaining unit and who regularly work twenty (20) hours or more per week shall be granted pro-rata sick leave benefits based upon the scheduled number of hours they work and the normal hours of operation of the Department.

9. Employees shall have the incentive option of exchanging for compensation in cash or compensatory time, at the employees option, a certain number of sick days based upon their attendance for the prior twelve (12) months according to the following schedule.

<u>Number of sick days used</u>	<u>Compensated days</u>
0	5
1	4
2	3
3	2
4	1
5	0

10. Employees requesting sick days must notify the General Manager or his designee at least one (1) hour before the start of his or her work day on each day of absence.

ARTICLE XIV
BEREAVEMENT LEAVE

Section 1. Employees shall be paid for up to four (4) regularly scheduled work days for time lost due to the death of a spouse, child, parent, step-parent, stepchild, brother, sister, grandparent, in-law (father, mother, brother, sister) significant personal relationship or household resident.

Section 2. Employees shall be paid for up to two (2) additional, regularly scheduled work days, for time lost due to the death of a child, parent, step-parent, step-child, brother, sister, grandparent or in-law when actual travel to the funeral destination exceeds three hundred (300) miles.

Section 3. An employee whose presence is required at a funeral may be excused without loss of pay while attending the funeral, subject to the approval of the Appointing Authority.

ARTICLE XV
VACATION

During the first year of service, an employee earns one (1) week (5 working days) of vacation after six continuous months of service which may be taken between the seventh and twelfth month only. Thereafter, the following schedule shall apply.

After one (1) year of service in the department, two (2) weeks of vacation (including the one (1) week earned after six (6) months of service).

After five (5) years of service in the Department, three (3) weeks' vacation

For every year after five (5) years of service, add one vacation day for each additional year up to a maximum of five weeks' vacation.

Vacation is accrued weekly (except during the first 6 months of employment and is not earned until the last working day of the month.

Employees shall make requests for vacation leave as far in advance as possible but no less than one week's notice. Vacation scheduling is dependent upon the needs of the Department and no more than one employee shall take vacation during the same time period except by permission of the General Manager. If two or more employees seek to take vacation during the same time period, seniority shall govern.

An employee may not carry forward from one calendar year to the next calendar year an amount of vacation greater than his/her current annual accrual. At the conclusion of the calendar year, any accrued vacation time in excess of this amount will be forfeited by the employee. Further accumulation of vacation time over and above this limit must be used within the current calendar year.

Employees may, in writing to the General Manager, request advances on vacation time of up to five (5) days and approval is at the sole discretion of the General Manager and is not grievable. Any vacation received in advance of accrual shall be deducted from an employee's final paycheck upon separation of employment.

ARTICLE XVI **JURY DUTY AND COURT TIME**

Employees called for jury duty shall be paid the difference between their regular pay and the compensation received as a juror, exclusive of travel allowances. Employees are expected to provide proof of jury service, as provided by the court, in order to receive this compensation. If an employee has been excused for jury duty or court four (4) or more hours prior to the end of his/her regularly scheduled shift, he/she must return to work.

Any employee who is required to attend proceedings in court as a defendant or as a witness, other than as part of their regular employment with the MMED, shall do so in an unpaid status. A request for leave without pay shall first be made and vacation or personal leave may be used for this purpose if so desired by the employee.

ARTICLE XVII
MILITARY LEAVE

Employees may take up to 17 days of leave each calendar year for Military reserve or National Guard training. Such leave will be unpaid except that on presentation of a certificate from military authorities, employees will be paid the difference between the amount received while in training and their normal pay for periods not exceeding ten (10) working days, excluding weekends. MMED will grant employees called to active duty with the armed forces a leave of absence in accordance with the provision of the Federal Uniformed Services Employment and Reemployment Rights Act (USERA).

ARTICLE XVIII
COMPENSATORY LEAVE

The Manager or General Manager may grant compensatory leave to permanent full-time employees and permanent part-time employees for extended work beyond the normal work week in lieu of overtime. Request for compensatory time shall be made in writing at least 48 hours before use of the request.

ARTICLE XIX
PERSONAL LEAVE

1. The General Manager shall grant a full-time, non-probationary employee four (4) days leave of absence with pay each year for the purpose of conducting necessary and important personal business, provided that the employee submits a timely written request forty-eight (48) hours in advance. None of these four (4) personal days shall be charged against sick time. An employee may receive a fifth personal day but its use shall result in the deduction of one sick day from the employee's accrual.
2. In the event of an emergency, a telephone call may be accepted in lieu of a written request.
3. Personal leave is not to be carried over to the next fiscal year. Personal leave is not payable upon separation from employment.
4. If an employee is eligible for leave pursuant to the Family Medical Leave Act (FMLA) or Small Necessities leave Act (SNLA) and the reason for leave is qualifying any leave taken pursuant to this section shall be deemed as leave taken pursuant to the FMLA or SNLA.

ARTICLE XX
SENIORITY

Length of service in the Department is the determining factor with regard to vacation scheduling and other matters detailed in this Agreement in which preference is a factor as long as preference does not impinge on the managerial rights of the MMED.

ARTICLE XXI
LONGEVITY COMPENSATION

In recognition of the value of long-term service to the Town, permanent full-time employees and permanent part-time employees regularly scheduled to work twenty (20) hours or more per week shall be given longevity compensation on a pro-rata basis in accordance with the following schedule. For the purposes of this article only, longevity is based upon service with the Town, including MMED, not necessarily length of service in the bargaining unit. Note: should an employee's anniversary date occur at any time during the fiscal year, then the employee will be eligible for payment for the following schedule.

- After five (5) years of service \$425
- After ten (10) years of service \$525
- After fifteen (15) years of service \$675
- After twenty (20) years of service \$775
- After twenty-five (25) years of service \$900
- After thirty (30) years of service \$1,000

ARTICLE XXII
COMPUTER SYSTEMS, E-MAIL, TELEPHONE AND VOICEMAIL SYSTEMS

The MMED's computer system, including internet access, e-mail and telephone and voicemail systems, as well as other technologies within the MMED and Town, are the property of the Employer. The Employer is the sole proprietor of any and all data entered into its computer system, e-mail system, and telephone and voicemail system. Accordingly, the Employer has the right to, without prior notice, access, review, preserve, and/or destroys any and all data entered into its computer system, including use of the internet, e-mail system, or telephone and voicemail systems. Employees are responsible for protecting their passwords. Sharing user IDs, passwords and account access codes or numbers is discouraged. Employees will be held responsible for misuse of computer systems, including internet access, e-mail, telephone and voicemail systems that occur through unauthorized access. Computers should not be left unattended and logged in.

Fraudulent, harassing, threatening, discriminatory, sexually explicit or obscene messages, attachments, or materials are not to be transmitted, printed, requested, or stored. "Chain letters," solicitations, and other forms of mass mailings are not permitted. Furthermore, the e-mail system and internet access should only be used to conduct business on behalf of the employer. Personal e-mail and internet use is discouraged.

ARTICLE XXIII
GYM/HEALTH CLUB MEMBERSHIP

MMED will reimburse an employee up to 90% for an individual annual gym membership not to exceed \$500 per calendar year upon an employee furnishing a paid receipt to the employer. If an employee is eligible for reimbursement for health club membership dues under his or her health insurance plan, the amount reimbursed by MMED will be reduced by the amount provided for by

the health insurance provider. The employee is responsible for inquiring into and, if applicable, obtaining health club reimbursement from his or her health insurance provider.

If an employee obtains a family health club membership, the employee must provide the employer documentation from the health club detailing the individual and family rates and employer will reimburse 90% of the individual rate (up to \$500 per calendar year.)

ARTICLE XXIV **TUITION REIMBURSEMENT**

MMED will reimburse full-time employees up to \$2,500 annually, for tuition expenses for any job-related coursework upon proof of successful completion of the coursework, and pursuant to the reimbursement schedule set forth below. The determination of whether any coursework is job-related is at the sole discretion of the General Manager, and an employee must obtain the General Manager's approval before registering for any course for which the employee will seek reimbursement. In order to be eligible for approval, an employee must be in an active work status. The employee must still be employed by the MMED upon completion of the course in order to be eligible for reimbursement.

An employee who successfully completes an approved course with a grade of "A" or equivalent will be reimbursed 100% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "B" or equivalent will be reimbursed 80% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "C" or equivalent will be reimbursed 50% of the cost of tuition, subject to the above limits and requirements. An employee who receives a "D" or "F" or otherwise fails to complete or pass an approved course shall not be entitled to reimbursement.

ARTICLE XXV **PERFORMANCE AND PROMOTIONS**

1. Employees shall receive a written performance appraisal on an annual basis, but no later than their anniversary date. Employees shall be rated either Does Not Meet Expectations, Meets Expectations, Exceeds Expectations. Employees who are rated Does Not Meet Expectations shall not receive any step increase they might otherwise be entitled to for the one year period of the review. Employees rated Does Not Meet Expectations shall not receive negotiated cost of living increases until such time as their work performance is rated Meets Expectations. Employees will not be entitled to back pay for the lost increase during the period of unsatisfactory performance. Employees rated either Meets Expectations or Exceeds Expectations shall receive cost of living increases on the annual dates specified in this contract.

2. Performance appraisals shall be completed by the General Manager prior to presentation to the employee. Performance appraisal ratings may be appealed to the Manager whose judgment shall be final. Appraisals will be presented to employees in writing within ten days of an anniversary date or otherwise agreed upon schedule of completion of appraisals for all employees. Appeals of performance appraisals shall be made within ten (10) days of receipt of

the appraisal and shall be responded to within thirty (30) days of the appeal. Appraisals are not subject to grievance and arbitration with the exception of appraisals of "Does Not Meet Expectations" that also result in the loss of a negotiated cost of living and/or step increase.

ARTICLE XXVI
WAGES

See wage schedule, Attachment A.

The Union agrees that the MMED may change from weekly to bi-weekly, without need for further bargaining, if the Town of Mansfield obtains the agreement of all other unions to convert to bi-weekly pay, and so long as the MMED provides a minimum of six (6) months advance notice to affected bargaining unit members, and makes the conversion to bi-weekly pay during a calendar month in which the employee will receive three (3) pay checks.

ARTICLE XXVII
UNION DUES

1. Employees who seek to join the Union shall tender the initiation fee (if any) and weekly working assessment by signing the Authorization of Dues form. During the life of this Agreement, and in accordance with the terms of the dues form, the Employer agrees to deduct, weekly, the union working assessment levied in accordance with the Constitution and bylaws of the union from the pay of each employee in the unit who executed such form and may 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 by the 10th day of each month. The Employer is not responsible for knowing the levies required in the Constitution and bylaws of the Union. The Union will inform the Employer of any changes in writing.
2. The Employer agrees to deduct the current union dues, as specified in writing from time to time, from each employee executing the Authorization of Dues form. This amount shall be included with the above remittance by the 10th of each month.

ARTICLE XXVIII
GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is a dispute arising out of alleged violation of the terms of this Agreement. A grievance shall be processed in the following manner: (if the grievance involves an individual employee, he/she shall be present at all steps in the procedure.

Step 1: The Union Steward and/or Union Representative shall take up an oral grievance with the General Manager within 14 working days of the alleged violation or, if the alleged violation was not reasonably known when it occurred, when the alleged violation was first reasonably known. Both Parties agree that every effort will be made to settle this dispute at this step. The Acting General Manager or other designee may be substituted for the General Manager.

Step 2: If the grievance has not been settled within the above time frame, it shall be presented in writing to the General Manager within 14 working days after the oral notice in Step 1. The General Manager will have 14 working days from the time of receipt of the written notice to respond in writing. Any settlement of a grievance at Step 1 or Step 2 shall not constitute precedent.

Step 3: If the grievance has not been settled within the above time frame, it shall be presented in writing to the Board of Light Commissioners within 30 working days of the General Manager's decision in Step 2. The Board of Light Commissioners shall have 30 working days from receipt of the written grievance within which to respond in writing.

Step 4: If the grievance remains unsettled, either party may, within 21 calendar days after the step 3 reply is due, by written notice to the other, request arbitration.

2. The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations regarding labor arbitration. Its decision shall be final and binding upon both parties.

3. The expense for the Arbitrator's services and the proceedings shall be borne equally by the Union and the MMED. If the parties both wish to have a verbatim record of the proceedings, the parties will split the cost of the reporter and record.

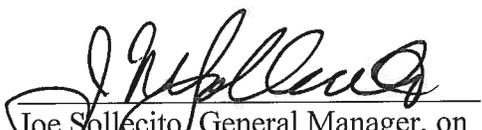
4. Grievances involving disciplinary action shall be processed beginning at the first (1st) step. In making decisions, the Arbitrator shall not add to, subtract from, or modify the terms of this Agreement. Furthermore, the scope of the Arbitrator's power shall be limited to the interpretation of the express language contained in this Agreement.

5. A grievance not initiated within the times specified in Steps 1, 2 and 3 shall be deemed waived, unless both parties have agreed to an extension thereof in writing.

ARTICLE XXIX
WORK PRESERVATION

No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit.

MANSFIELD MUNICIPAL ELECTRIC DEPARTMENT

By: 
Joe Sollecito, General Manager, on
behalf of the Board of Light Commissioners

11/13/19

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 104

By: 
Brian J. Pierce

By:  11-04-19

By: 

APPENDIX A

July 1, 2019 to June 30, 2022
IBEW (Financial Assistants)

	Hourly Wage Scale (3% increase): 2020					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Financial Assistants	\$25.72	\$27.16	\$28.58	\$30.01	\$31.45	\$32.69

	Hourly Wage Scale (3.0% Increase): 2021					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Financial Assistants	\$26.49	\$27.97	\$29.44	\$30.91	\$32.39	\$33.67

	Hourly Wage Scale (3% increase): 2022					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Financial Assistants	\$27.28	\$28.81	\$30.32	\$31.84	\$33.36	\$34.68

APPENDIX B

(Health Insurance MOA)