

**AGREEMENT BETWEEN**

**MANSFIELD MUNICIPAL ELECTRIC DEPARTMENT**

**And**

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

**(Financial Assistants)**

**July 1, 2016 – June 30, 2019**

**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, 2016 until June 30, 2019. Any prior Agreement covering employees in this bargaining unit shall be terminated and superseded by this Agreement as of July 1, 2016. Upon written notice by either party no earlier than 180 days and no later than 30 days prior to June 30, 2019, 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 roles 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 unreasonable 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 Director 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 Director.

**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 Director. 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 3 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.

### **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, 2016 to June 30, 2019). 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 Director 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 Town 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 Director or his designee at least one (1) hour before the start of his or her work day on each day of absence.

**ARTICLE IV**  
**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 Director. 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 Director, request advances on vacation time of up to five (5) days and approval is at the sole discretion of the Director 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 Director 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 Director 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.
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 preferences 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 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.)

#### **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 Director, and an employee must obtain the Director's approval before registering for any course for which the employee will seek reimbursement. 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 unsatisfactory, satisfactory or exceeds satisfactory. Employees who are rated unsatisfactory shall not receive any step increase they might otherwise be entitled to for the one year period of the review. Employees rated unsatisfactory shall not receive negotiated cost of living increases until such time as their work performance is rated satisfactory. Employees will not be entitled to back pay for the lost increase during the period of unsatisfactory performance. Employees rated either satisfactory or exceeds satisfactory shall receive cost of living increases on the annual dates specified in this contract.

2. Performance appraisals shall be completed by the Director 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 "unsatisfactory" 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 a written grievance with the Director within 7 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 Director or other designee may be substituted for the Director.

Step 2: If the grievance has not been settled within the above time frame, it shall be presented in writing to the Plant Manager/Town Manager within 12 working days after the alleged violation/or first knowledge of the alleged violation. The Plant Manager/Town Manager will have 15 working days from the time of receipt to respond. Any settlement of a grievance at Step 1 or Step 2 shall not constitute precedent.

Step 3: If the grievance remains unsettled, either party may, within 21 calendar days after the step 2 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.

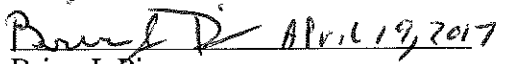
**ARTICLE XXIX**  
**WORK PRESERVATION**

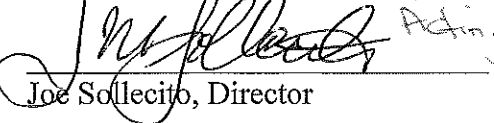
No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit.

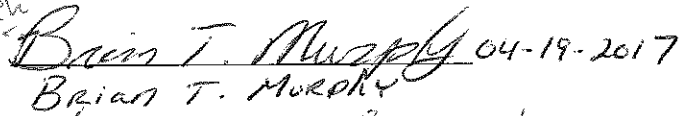
**MANSFIELD MUNICIPAL ELECTRIC DEPARTMENT**

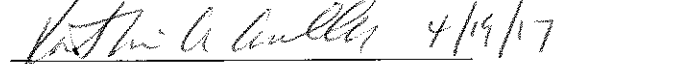
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 104**

By:  5/3/17  
William R. Ross, Manager

By:  April 19, 2017  
Brian J. Pierce

By:   
Joe Sollecito, Director

By:  04-19-2017  
Brian T. Murphy

By:  4/19/17

**APPENDIX A**

**APPENDIX A**

FY2017 (2% base wage increase)

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
\$24.00	\$25.34	\$26.67	\$28.00	\$29.34	\$30.51

FY2018 (2% base wage increase)

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
\$24.48	\$25.85	\$27.20	\$28.56	\$29.93	\$31.12

FY 2019 (2% base wage increase)

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
\$24.97	\$26.37	\$27.75	\$29.14	\$30.53	\$31.74

**APPENDIX B**

**(Health Insurance MOA)**

## ATTACHMENT B

### Memorandum of Agreement Regarding Health Insurance

This Memorandum of Agreement Regarding Health Insurance (“the Agreement”) is entered into this \_\_\_<sup>th</sup> day of January, 2015 between the Mansfield Municipal Electric Department (“MMED”) of the Town of Mansfield (“the Town”) and the International Brotherhood of Electrical Workers, Local 104 (“the Union”) (collectively “the Parties”).

WHEREAS, the MMED and the Union have reached agreement on successor collective bargaining agreements covering the period July 1, 2010 through June 30, 2013 and July 1, 2013 through June 30, 2016; and

WHEREAS, as part of the negotiations resulting in that successor agreement, the MMED and the Union have reached agreement with respect to changes to the offerings and plan design of the HMO and PPO insurance currently provided by the MMED, and to mitigation of certain employee co-pays under those plans;

NOW THEREFORE, the parties agree as follows:

#### PRIOR AGREEMENTS VOIDED AND REPLACED BY THIS AGREEMENT

1. The MMED and the Union agree that this Agreement shall replace any prior agreements between the parties regarding health insurance – excepting the express language of Article XI of the collective bargaining agreement – including but not limited to the Agreement, dated July 17, 2007, which is appended as Attachment B to the 2007-2010 collective bargaining agreement between the Parties. The agreement dated July 17, 2007 shall no longer have any effect between the Parties, and this Agreement shall be substituted and inserted as Attachment B to the Parties’ collective bargaining covering the period July 1, 2013 through June 30, 2016.

#### TRANSITION OF BARGAINING UNIT MEMBERS FROM BLUE CARE ELECT AND HMO BLUE PLANS TO BLUE CARE ELECT VALUE PLAN OR HMO NEW ENGLAND VALUE PLAN

2. The Union acknowledges that since July 1, 2011, the Town has provided parallel insurance offerings for both an indemnity PPO plan (Blue Cross/Blue Shield “Blue Care Elect Plan” and “Blue Care Elect Value Plan”) and an HMO plan (Blue Cross/Blue Shield “HMO Blue Plan” and “HMO New England Value Plan”). The Union further acknowledges that from that date through present, pursuant to the requirements of M.G.L. c. 32B, members of the bargaining unit have been permitted, upon their request, to enroll in either the Blue Care Elect Value Plan or the HMO New England Value Plan.

3. The Union agrees that no later than April 1, 2015, any bargaining unit members who continue to be enrolled in either the Blue Care Elect Plan or the HMO Blue Plan shall transition to their choice of either the Blue Care Elect Value Plan or the HMO





New England Value Plan. The MMED and the Town shall assist employees with this transition, and the Union agrees to cooperate in such transition.

4. The Union agrees that on or after April 1, 2015, the Town shall be permitted to discontinue, without further notice or opportunity to bargain, the Blue Cross/Blue Shield Blue Care Elect Plan and the Blue Cross/Blue Shield HMO Blue Plan. The Union agrees that it has been afforded notice and the opportunity to bargain over this change, and that it has bargained with the MMED over this change. The Union waives any rights to additional bargaining over this change.

5. The MMED and the Union agree that the premium contribution split for the Blue Care Elect Value Plan and the HMO New England Value Plan shall remain 70% employer/30% employee as per Article XI of the collective bargaining agreement, and shall only be subject to change pursuant to bargaining obligations imposed by applicable law. The Union acknowledges and agrees, however, that the amount of the total premium, and the amount of the resulting 70/30 contribution split, shall be subject to change on an annual basis. The Union further acknowledges that certain changes to plan design may in the future be compelled by Blue Cross/Blue Shield or by operation of law applicable to either the MMED or the Town. In the event such changes occur, the MMED agrees to provide as much advance notice as is reasonably possible in the circumstances, and to impact bargain with the Union pursuant to the obligations imposed by Article XI of the collective bargaining agreement and applicable law.

#### MITIGATION OF CERTAIN EMPLOYEE CO-PAYMENTS

6. The MMED agrees to continue offering mitigation of certain co-payment costs to employees in the Blue Care Elect Value Plan and the HMO New England Value Plan, in the amounts set forth on the attached schedule. The Union and its membership agree to follow such policies and practices as are currently in place with respect to the process for seeking mitigation and payment of same by the MMED or the Town. The Union further agrees that the MMED or the Town may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership.

7. The Union agrees that the co-payment mitigation program currently in effect shall be subject to modification in the discretion of the MMED or the Town on or after April 1, 2015, and subject to the provisions of this paragraph. The Town has stated 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 other Town bargaining units, and subject to applicable law. The MMED agrees to provide advance notification of any modifications 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, 2013 to June 30, 2016). The Union acknowledges that such bargaining shall not reopen any other terms of the collective bargaining agreement.



NO GRIEVANCES OR PROHIBITED PRACTICE CHARGES

8. The Union agrees that it will not file any grievance or prohibited practice charge concerning any of the changes to health insurance coverage as set forth in this Agreement, subject to the MMED performing its obligations as set forth herein.

Executed this 30<sup>th</sup> day of January, 2015

For the Mansfield Electric Department

For the International Brotherhood of  
Electrical Workers, Local 104

William R. Ross  
William R. Ross, Manager

Brian T. Muehlen  
BRIAN T. MUEHLEN

Gary Babin  
Gary Babin, Director

Brian T. Muehlen  
BRIAN T. MUEHLEN

Nancy Olsen

\_\_\_\_\_  
\_\_\_\_\_

