

# **NEW BUSINESS**

**Tuesday 10-13-15**

CRANBERRY CAPITAL  
OF THE WORLD



Phone: 508-946-2405  
Fax: 508-946-0058

# Town of Middleborough Massachusetts

BOARD OF SELECTMEN

## APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 10/2/15  
 NAME OF APPLICANT William Fuller  
 ADDRESS OF APPLICANT Bartending Service of New England, LLC  
 ASSESSORS MAP & LOT 13 West End Ave  
 NAME OF BUSINESS 498/15595  
 OWNER OF PROPERTY TO BE LICENSED KOA  
 ADDRESS OF PROPERTY TO BE LICENSED Plymouth St.  
 ASSESSORS MAP & LOT \_\_\_\_\_

### TYPE OF LICENSE REQUESTED (Check One)

2<sup>nd</sup> Hand Furniture \_\_\_\_\_  
 Class I License \_\_\_\_\_  
 Class III License \_\_\_\_\_  
 Common Victualler \_\_\_\_\_  
 2<sup>nd</sup> Hand Clothing \_\_\_\_\_  
 Class II License \_\_\_\_\_  
 Liquor License  Beer/Wine  
 Other \_\_\_\_\_

Anticipated Start Date for Business 10/17/15  
 Hours requested: 2:00-8:00 PM

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:  
yes, same event held last year

Signature [Signature]

DATE OF HEARING \_\_\_\_\_ APPROVED/DENIED \_\_\_\_\_

Do not write below line: To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? \_\_\_\_\_

**TOWN OF MIDDLEBOROUGH**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**TOWN OF MIDDLEBOROUGH**  
**AND THE GENERAL MUNICIPAL EMPLOYEES GROUP (“GMEG”)**

**Dated: September 28, 2015**

The Town of Middleborough and the General Municipal Employees Group (“GMEG”) hereby agree that the parties’ 2012-2015 agreement will be extended for three years, through June 30, 2018. With the changes agreed to by the parties’ negotiating teams and set forth below. This offer and Agreement shall be considered off-the-record until ratified by the Union’s membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties’ principals and Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions, that have not been rendered moot, of the MOA for the 2014-2015 Contract and the 2014-2015 Contract. Failing ratification by both parties’ principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all of the changes set forth below will take effect July 1, 2015.

1. ARTICLE 17 – SALARIES –
  - a. Section 1 –
    - 7/1/15 – 1%
    - 1/1/16 – 1%
    - 7/1/16 – 2%
    - 7/1/17 – 2%
  
2. ARTICLE 22 - HEALTH INSURANCE –
  - A. Section A. The Town’s contribution to the PPO plan or POS plan (s) it offers will be 60% (sixty percent) of the monthly premium.
  
3. ARTICLE 11 – BEREAVEMENT LEAVE –

Employees shall be granted up to five (5) 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, stepchildren, 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

4. ARTICLE 27 – TERM OF AGREEMENT –

The term of this Agreement shall be from July 1, 2015 through June 30, 2018.

5. ARTICLE 28 – MISCELLANEOUS –

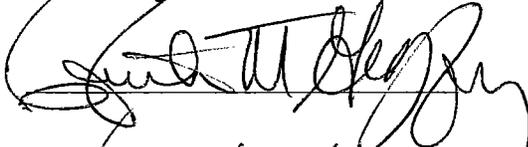
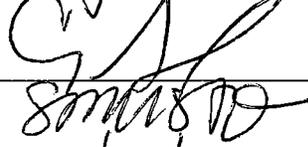
A. The Social Media and Acceptable Use Policy adopted by the Board of Selectmen on September 14, 2015 shall be attached as Addendum E.

6. ADDENDUM A – Change the appointing authority from Board of Selectmen to Town Manager for the position of Information Technology Director.

GENERAL MUNICIPAL EMPLOYEES

TOWN OF MIDDLEBOROUGH

GROUP

  
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10/7/15  
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DATED:

DATED:

**Tentative Agreement between the Town of Middleborough and the Middleborough Professional  
Firefighters IAFF Local 3653**

1. Duration:
  - a. 3 year contract, July 1, 2015 - June 30, 2018
2. Wages:
  - a. FY 16 - 1% July 1, 2015, 1% Jan 2016
  - b. FY 17 -2% July 1, 2016
  - c. FY 18 – 2% July 1, 2017
3. EMT stipend:
  - a. FY 16 – 1% increase
4. Clothing Allowance:
  - a. FY 16 - \$125.00 increase, same as the Police
5. Specialist Pay:
  - a. FY 17 – Increase by 2% for 6 Certifications or more
  - b. See attached
6. Social Media and Internet Acceptable Use Policy:
  - a. As presented on 9-10-15 and amended on 9-30-15
7. POS insurance plan:
  - a. The Town's contribution will be 60%

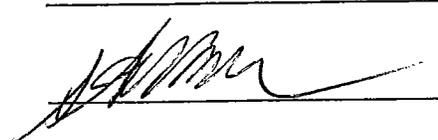
8. Promotions (article 2 sec. 1(d)):

- a. Seniority will determine promotions to Fire Department positions, provided that the senior applicant passes a qualifying test for the position **chosen by the Chief**. The qualifying test will have the same format **utilizing all or any portion of the material from the READING LISTS FOR THE PROMOTIONAL EXAMINATIONS** as used by the current civil service exam of the particular year and a simulated fire scenario chosen by the Chief.
- b. See attached

9. Notifications (article 12 sec 1):

- a. Members covered under the terms of this agreement can be called back **by telephone** landline, cellphone, radio, radio pager, pager or texting software.

Board of Selectmen

  
\_\_\_\_\_  
  
\_\_\_\_\_  
John M. Knutson  
\_\_\_\_\_  
D. J. [unclear]  
\_\_\_\_\_  
  
\_\_\_\_\_

Middleborough Firefighters

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

Specialist pay:

The following list of Certifications will be accepted without prior approval, provided they are obtained from the Massachusetts Fire Training Council:

Fire Officer I

Fire Officer II

Fire Officer III

Fire Officer IV

Fire Instructor I

Fire Instructor II

Fire Inspector I

Fire Inspector II

Fire Investigator

Incident Safety Officer-Fire Suppression

Incident Safety Officer-Hazardous Material Operations

Public Fire and Life Safety Educator

Technical Rescuer-Rope Rescue

Technical Rescuer-Confined Space Rescue

Any other fire related certification, with prior approval of the fire chief

### **Promotional Testing:**

Will account for 70% of total test score

Reading list will be from the current civil service exam of the particular year

Test will be closed book

Test will consist of multiple choice, true/false, type questions

Test will consist of 50 questions for Lt, 75 questions for Capt.

Test will be 2 hours for Lt, 3 hours for Capt.

There will be a review and appeal process of test questions

### **Simulated Fire scenario:**

Will account for 30% of total test score

The "panel" shall consist of industry experts, including the Chief, and chosen by the Chief

The "panel" shall be impartial for any and all candidates

A union representative will be allowed to monitor the testing to ensure fairness (must be a senior officer)

There will be a review and appeal process of the simulated fire scenario

## Middleborough Town Hall Clerical / Council on Aging Contract Highlights

- 3 year agreement effective July 1, 2015 through June 30, 2018
- Wage increase:
  - July 1, 2015 – 1%
  - January 1, 2016 – 1%
  - July 1, 2016 – 2%
  - July 1, 2017 – 2%
- Health Insurance – Town will contribute 60% to the PPO and POS plans it offers
- Article 6 – Grievance and Arbitration Procedure
  - Step 4 – Increase days from fifteen (15) to thirty (30) to file for arbitration
  - Step 4 – Delete Board of Conciliation and Arbitration
    - Add: The American Arbitration Association or The Labor Relations Connection by mutual agreement of the parties
- Article 9 – Hours of Work
  - Section 2 – delete current language in its entirety and replace with the following:
    - Clerical union employees hired before May 16, 2005 based on a thirty-six and a quarter (  $36 \frac{1}{4}$  ) hour workweek shall work a regular workday of 8:45 am to 5:00 pm with one (1) hour for lunch for clerical employees, except those employees who work staggered shifts will continue as previously agreed. Clerical union employees hired after May 16, 2005 based on a forty (40) hour workweek shall work hours as determined by the department head in accordance with a forty (40) hour workweek.
- Article 12 – Sick Leave
  - Section 5 – Correct to sick leave buyback to reflect the following:
    - Employees hired prior to May 16, 2005 with 10 years of service are eligible for sick leave buyback or three year pay incentive
    - Employees hired after May 16, 2005 with 10 years of service are eligible for three year pay incentive

- Article 18 – Funeral Leave  
Add new paragraph to end of article as follows:  
    In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date
  
- Establish a committee to review job titles within the union
  
- New Article – PEOPLE Contribution  
The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
  
- Acceptance of the attached Social Media Policy
  
- Acceptance of the attached Information Technology Network/Systems Responsible Use Policy

## Middleborough DPW Contract Highlights

- 3 year agreement effective July 1, 2015 through June 30, 2018
- Wage increase:
  - July 1, 2015 – 1%
  - January 1, 2016 – 1%
  - July 1, 2016 – 2%
  - July 1, 2017 – 2%
- Health Insurance – Town will contribute 60% to the PPO and POS plans it offers
- Article 4 – Grievance and Arbitration Procedure
  - Step 4 – Add: The American Arbitration Association or The Labor Relations Connection by mutual agreement of the parties
- Article 8 – Hours of Work
  - Section 5. – Add the following to the existing language:
    - All call back employees must punch in and out on the time clock located at the highway garage. If an employee is called back after he has punches out, he shall be paid an additional two (2) hours.
- Article 12 – Holidays
  - Section 1 – Add the Day after Thanksgiving to the list of holidays with a notation that it shall be deemed a floating holiday for departments where it is necessary for them to work, i.e. sanitation division. The floating holiday shall be used within two (2) weeks.
- Article 13 – Vacation
  - Section C – remove language for the trial period
- Article 14 – Sick Leave
  - Effective July 1, 2015, employees shall accumulate sick leave at the rate of 1.34 days per month for a total of 16 days per year.
  - Effective July 1, 2016, employees shall accumulate sick leave at the rate of 1.42 days per month for a total of 17 days per year.
  - Effective July 1, 2017, employees shall accumulate sick leave at the rate of 1.5 days per month for a total of 18 days per year.

- Article 16 – Funeral Leave  
Add new paragraph to end of article as follows:  
In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date.
  
- Article 17 – Salaries  
Section 4 – Increase standby from 8 hours to 10 hours and during a holiday week from 10 hours to 12 hours.
  
- Article 19 – Uniforms and Protective Clothing  
Section 1 – Add the Town will purchase a high visibility 3-season jacket or if the employee purchases it, he shall be reimbursed with the receipt for the purchase.  
Section 3 – increase boot allowance from \$175 per year to \$250 per year.
  
- Article 22 – Miscellaneous Provisions  
Section 13 – Increase from \$100 to \$125 reimbursement for medical certification required for a CDL license.
  
- New Article – PEOPLE Contribution  
The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
  
- Acceptance of the attached Social Media Policy
  
- Acceptance of the attached Information Technology Network/Systems Responsible Use Policy

## Tentative Agreement

This Tentative Agreement (hereinafter the "TA") is entered into by and between the Middleborough Library Staff Association (hereinafter the "UNION") and the Town of Middleborough (hereinafter the "EMPLOYER") to outline the changes to the successor agreement.

**WHEREAS,** the UNION and the EMPLOYER are parties to a collective bargaining agreement that expired on June 30, 2015; and

**WHEREAS,** the UNION and the EMPLOYER have actively engaged in collective bargaining for a successor agreement; and

**WHEREAS,** the UNION and the EMPLOYER have reached a tentative agreement; now

**THEREFORE,** the parties agree to the following changes subject to the appropriate ratifications:

1. Article 6.3, Classifications

Grade 10	Assistant Director
Grade 9	Professional position (MLS or equivalent)
Grade 8	Professional position (enrolled in MLS program)
Grade 7	Paraprofessional Supervisor, <b>Certified Paraprofessional (Level 3 or Level 4)</b>
Grade 6	Paraprofessional
Custodian	

2. Article 9.4, 9.5, Vacations

~~9.4— If a holiday falls on a Sunday, all employees will have the following Monday off with pay.~~

~~9.5— The following holidays which may fall on a Saturday will be observed on the previous Friday:~~

~~July 4<sup>th</sup>~~

~~Veteran's Day~~

~~Christmas Day~~

~~New Year's Day~~

**9.4 A holiday that falls on a day in which the Library is normally closed shall be observed on an alternate work day.**

3. Article 10.2, 10.3, Vacations

~~10.2 — Seniority shall be based on classification as defined in Article 6.3. In the event of two or more employees in the same classification, seniority will be based on years of service.~~

~~10.3 — Vacation Scheduling:~~

~~Vacations shall be scheduled for the convenience of the Library. The Library Director shall use seniority as a basis for the granting of vacations during the most desirable periods. Vacations for less than one week will be allowed only for the convenience of the Library, if possible. All vacation time will be taken each year and will not accumulate into the next vacation year except with the permission of the Library Director.~~

**10.3 Vacation scheduling process:**

**The Library Director or his/her designee shall solicit vacation requests from bargaining unit members on or before Nov. 1 of the previous year. In the event there is a conflict with multiple vacation requests, the Employer shall use the following process to determine the order of vacation approvals:**

- (a) Any event outside the control of the requestor (i.e. weddings, graduations, etc.)**
- (b) One (1) week vacation requests starting with the most senior**
- (c) Any time bargaining unit employees have remaining shall be submitted and approved within a reasonable time.**
- (d) The Employer shall not unreasonably deny vacation requests.**

4. Article 13.1, Bereavement Leave

In the event of a death in the immediate family of a member or her/his spouse, that member may be granted up to ~~three (3)~~ **five (5)** days of leave without loss of pay. Immediate family is defined as spouse, children, mother, father, sisters, brothers, mother and father-in-law, grandparents, spouse's grandparents, grandchildren, aunts and uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law, stepmother and father, stepchildren and other members of the immediate household who reside with the employee.

5. Article 16.8, Educational Incentive

Educational Incentive:

The parties agree that the educational incentive pay will be paid on an annual basis once the level of library science credit hours has been reached. There shall be no requirement that the member continue to pursue additional credit hours. The EIP shall be paid in accordance with the following schedule:

12 credit hours.....	<del>\$200.00</del>	<u>\$250.00</u>	48 credit hours....	<del>\$200.00</del>	<u>\$250.00</u>
24 credit hours.....	<del>\$200.00</del>	<u>\$250.00</u>	60 credit hours....	<del>\$200.00</del>	<u>\$250.00</u>
36 credit hours.....	<del>\$200.00</del>	<u>\$250.00</u>	72 credit hours....	<del>\$200.00</del>	<u>\$250.00</u>
			84 credit hours....	<del>\$200.00</del>	<u>\$250.00</u>

6. Article 19.2, Layoffs

Criteria:

In the event the Town determines to reduce the work force through layoffs of bargaining unit personnel, the following criteria will be used by the Library Director in determining selection of employees:

A. ~~Seniority as defined in Section 6 and;~~

B. ~~Overall skill and ability as determined by the Library Director.~~

**(a) The Employer shall determine the staffing needs as described in 19.1(a).**

**(b) Once the staffing needs are determined and shared with the Union, the Employer shall layoff the least senior bargaining unit employee in the respective classification, as defined in 6.3 of the collective bargaining agreement.**

7. Article 19.3, Layoffs

Seniority: ~~—~~

~~Seniority shall be based on classification as defined in Article 6.3. In the event of two or more employees in the same classification, seniority will be based on years of service.~~

8. Article 19.3 (new), Bumping

Bumping

**An employee being laid off may, at his/her sole discretion, bump an employee in a lower classification with less seniority.**

Tentative Agreement  
Middleborough Library Staff Association and the Town of Middleborough  
September 21, 2015  
Page 4 of 4

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9. Article 14.3

- (a) Effective and retroactive to July 1, 2015, the rates of pay for all bargaining unit employees shall increase by one percent (1.00%).
- (b) Effective January 1, 2016, the rates of pay for all bargaining unit employees shall increase by one percent (1.00%).
- (c) Effective July 1, 2016, the rates of pay for all bargaining unit employees shall increase by two percent (2.00%).
- (d) Effective July 1, 2017, the rates of pay for all bargaining unit employees shall increase by two percent (2.00%).

10. Social Media Policy (New Article/Section)

Add to the collective bargaining agreement a new article and section for the social media policy presented in collective bargaining on September 21, 2015.

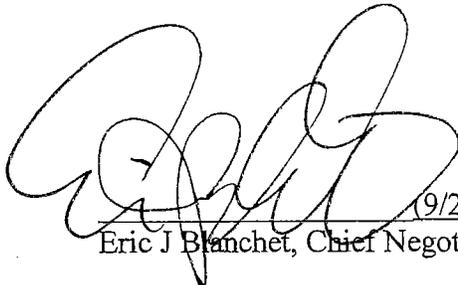
11. Information Technology Network/Systems Responsible Use Policy (New Article/Section)

Add to the collective bargaining agreement a new article and section for the Information Technology Network/Systems Responsible Use Policy presented in collective bargaining on September 21, 2015.

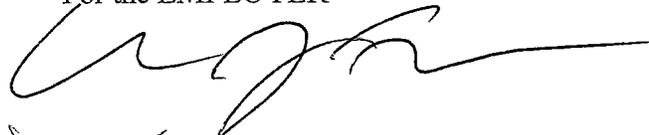
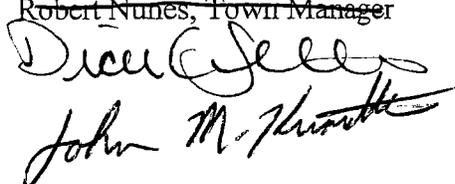
12. The premium cost share for the Point of Service (POS) plan(s) shall be 60% by the Town and 40% by the Employee.

13. Change all applicable dates to reflect a 3 year successor agreement with an expiration of June 30, 2018.

For the UNION

  
(9/21/2015)  
Eric J Blanchet, Chief Negotiator

For the EMPLOYER

  
  
28  
(9/21/2015)  
Robert Nunes, Town Manager  


**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND  
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC. LOCAL 76  
(MIDDLEBOROUGH POLICE PATROL OFFICERS) FOR THREE YEAR CONTRACT**

The Town of Middleborough ("the Town") and the New England Police Benevolent Association, Inc., Local 76, Middleborough Police Patrol Officers ("Local 76") hereby agree that the collective bargaining agreement between the Town and Local 76 will be extended for three years, through June 30, 2016, with the changes set forth below, which were previously ratified by the Local 76 membership and the Board of Selectmen.

If funded by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted and signed which incorporates the material terms of this Agreement and the material terms of the parties' MOA for 2007-2010 and MOA for 2010-2013 and the parties' 2004-2007 integrated Collective Bargaining Agreement that have not been rendered moot. Failing funding by Town Meeting, this Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

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**1. ARTICLE VIII-SICK LEAVE PROGRAM-**

- a. Rewrite Section B(2) to read as follows: "For an employee hired before July 1, 2013, sick leave shall accrued at the rate of one and one half (1-1/2) days per month to a maximum of eighteen (18) days per year. For an employee hired on or after July 1, 2013, sick leave shall accrue at the rate of one and one quarter (1-1/4) days per month to a maximum of fifteen (15) days per year. The fifteen (15) days a year accrual rate will be implemented effective July 1, 2015 and the Town will not deduct from any employee the days earned at the 18 day a year rate between July 1, 2013 and June 30, 2015."
  
- b. Rewrite Section F to read as follows: "For an employee hired before July 1, 2015, upon retirement under Massachusetts General Laws, or death, the 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 (3) days of accumulated sick leave up to a maximum of seventy-five (75) days.”

2. **ARTICLE XV-WAGES-** Section A. Wage Schedule:

- a. Increase Wage Schedule by two percent (2%) effective the first full pay period after July 1, 2013;
- b. Increase Wage Schedule by two percent (2%) effective the first full pay period after July 1, 2014;
- c. Increase Wage Schedule by one percent (1%) effective the first full pay period after July 1, 2015;
- d. Increase Wage Schedule by one percent (1%) effective the first full pay period after January 1, 2016;

3. **ARTICLE XVIII-GROUP INSURANCE-**

a. Delete existing language in A and insert in its place:

“A. The Town’s contribution to the PPO and POS plans 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.

(The Town will not require employees required to make a 30% HMO premium contribution effective July 1, 2013 to reimburse the difference between 20% and 30% from July 1, 2013 and August 31, 2015. Their 30% deduction will begin September 1, 2015.)

b. Delete first paragraph in section “B” and insert in its place:

“(B) The October 2013 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”).

4. **ARTICLE XIX- EDUCATIONAL INCENTIVE**: Delete existing language and insert in its place:

- A. Employees hired before July 1, 2009, and previously participating in the educational incentive program known as the "Quinn Bill" pursuant to M.G.L. c. 41, s. 108 L as of that date, shall continue to receive education incentive pay pursuant to that statute, notwithstanding underfunding of the reimbursement towards the incentive program by the Commonwealth of Massachusetts and the repeal of c. 41, § 108L. "Previously participating" shall be defined for this section as any member who had obtained at least an Associate's degree prior to July 1, 2009.
1. Employees who possess an Associate's degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of ten percent (10%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's degree/credits must be in Criminal Justice or a law enforcement field.
  2. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive of twenty percent (20%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Bachelor's degree must be in Criminal Justice or a law enforcement field.
  3. Employees who possess a Master's Degree or Juris Doctorate from an accredited college or university shall receive an education incentive of twenty-five percent (25%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Master's degree must be in Criminal Justice or a law enforcement field.
- B. Effective the first full pay period after July 1, 2015, Employees who are not eligible for education incentives as described in section A ("Quinn Bill" incentives), including all officers hired on or after July 1, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.
1. Employees who possess an Associate's degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of five percent (5%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's degree/credits must be in Criminal Justice or a law enforcement field.
  2. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive of

ten percent (10%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Bachelor's degree must be in Criminal Justice or a law enforcement field.

3. Employees who possess a Master's Degree or Juris Doctorate from an accredited college or university shall receive an education incentive of twelve and a half percent (12.5%) of his/her base salary per year in a pro rata amount in the employee's regular paycheck. The Master's degree must be in Criminal Justice or a law enforcement field.

The pay in sections A and B above shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with article 7 herein), and other compensable leave, and shall be deemed and is regular compensation (Defined by M.G.L.c.32) for pension/retirement purposes.

Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for "life experience."

The parties intend that any educational incentive paid hereunder will satisfy or be applied towards the requirements of any future statutory educational incentive program, should such a program be enacted and be applicable to employees of the Town. If available under such future enactment, the Town may seek financial support from the Commonwealth for such program, and may take such administrative steps as may be required to accomplish this purpose.

Other than for the educational incentive payments already being paid by the Town prior to July 1, 2015, which are grandfathered, the Town shall determine whether the degree qualifies for the educational incentive payments set forth above, including the colleges and programs that will be acceptable and the procedure for notifying the Town of a degree and the proof required.

**5. Body Armor Policy**- Without further bargaining, the Police Chief can develop and implement a policy under which all officers are required to wear body armor/vests so as to insure the Police Department's eligibility for any state or federal funding for the cost of such body armor/vests.

**6. DURATION**- Change dates to reflect a term from July 1, 2013 through June 30, 2016.

**7. Other Written Agreements**: The integrated Contract will include any signed agreements between the parties during the time period during which the parties were negotiating this Agreement provided nothing in said agreements has been rendered moot by this Agreement, i.e., stipend for opting out of health insurance, overtime language change and Narcan program.

LOCAL 76

*Be. F. ...*  
*Mark ...*  
*John ...*  
*John ...*

DATED:

TOWN OF MIDDLEBOROUGH

Allin Frawley

Leilani Dalpe

John M. Knowlton

Diane C. Stewart

Stephen J. McKinnon

DATED:

**REVISED DRAFT TO UNION 9.29.15**

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND  
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC. LOCAL 96  
(MIDDLEBOROUGH POLICE SUPERIOR OFFICERS) FOR THREE YEAR  
CONTRACT**

The Town of Middleborough (“the Town”) and the New England Police Benevolent Association, Inc., Local 96, Middleborough Police Superior Officers (“Local 96”) hereby agree that the collective bargaining agreement between the Town and Local 96 will be extended for three years, through June 30, 2016, with the changes set forth below, which were previously ratified by the Local 96 membership and the Board of Selectmen.

If funded by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted and signed which incorporates the material terms of this Agreement into the parties’ 2012-2013 integrated Collective Bargaining Agreement that have not been rendered moot. Failing funding by Town Meeting, this Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

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**1. ARTICLE VIII-SICK LEAVE PROGRAM-**

- a. Rewrite Section C to read as follows: “For an employee hired before July 1, 2013, sick leave shall accrue at the rate of one and one half (1-1/2) days per month to a maximum of eighteen (18) days per year. For an employee hired on or after July 1, 2013, sick leave shall accrue at the rate of one and one quarter (1-1/4) days per month to a maximum of fifteen (15) days per year. Maximum accumulation of sick leave shall be two hundred and seventy-five (275) days. The fifteen (15) days a year accrual rate will be implemented effective July 1, 2015 and the Town will not deduct from any employee the days earned at the 18 day a year rate between July 1, 2013 and June 30, 2015.”
- b. Rewrite Section H to read as follows: “For an employee hired before July 1, 2015, upon retirement under Massachusetts General Laws, or death, the employee or the employee’s estate, will receive one day’s pay (at the daily rate applicable to the

4. **ARTICLE XIX- EDUCATIONAL INCREMENTS:** Delete existing language and insert in its place:

- A. Employees hired before July 1, 2009, and previously participating in the educational incentive program known as the "Quinn Bill" pursuant to M.G.L. c. 41, s. 108L as of that date, shall continue to receive education incentive pay pursuant to that statute, notwithstanding underfunding of the reimbursement towards the incentive program by the Commonwealth of Massachusetts and the repeal of c. 41, § 108L. "Previously participating" shall be defined for this section as any member who had obtained at least an Associate's degree prior to July 1, 2009.
1. Employees who possess an Associate's degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of ten percent (10%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's degree/credits must be in Criminal Justice or a law enforcement field.
  2. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive of twenty percent (20%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Bachelor's degree must be in Criminal Justice or law enforcement field.
  3. Employees who possess a Master's Degree or Juris Doctorate from an accredited college or university shall receive an education incentive of twenty-five percent (25%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Master's degree must be in Criminal Justice or law enforcement field.
- B. Effective the first full pay period after July 1, 2015, Employees who are not eligible for education incentives as described in section A ("Quinn Bill" incentives), including all employees officers hired on or after July 1, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.
1. Employees who possess an Associate's degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of five percent (5%) of his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck. The Associate's degree/credits must be in Criminal Justice or a law enforcement field.

7. **Other Written Agreements:** The integrated Contract will include any signed agreements between the parties during the time period during which the parties were negotiating this Agreement provided nothing in said agreements has been rendered moot by this Agreement, i.e., stipend for opting out of health insurance, overtime language change and Narcan program.

LOCAL 96

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DATED:

TOWN OF MIDDLEBOROUGH

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\_\_\_\_\_  
Stephen J. McKinnon

DATED:

*Incorporated 1669*  
*346 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
*Massachusetts*

ROBERT G. NUNES  
Town Manager

508-947-0928  
FAX 508-946-2320

MEMORANDUM

To: Board of Selectmen  
FROM: Bob Nunes  
RE: Cost of living increases for non-union personnel  
DATE: September 28, 2015

I am recommending that you approve the following cost of living increases for the following employees:

FY 16:	July 1, 2015	1%
	January 1, 2016	1%
FY17:		2%
FY18:		2%

Lance Benjamino  
Roger Choquette  
Steven Dooney  
Irene Hudson  
Jane Kudcey  
Caroline LaCroix  
Neil Lawson  
Judy MacDonald  
Charles Norvish  
Robert Nunes  
Joseph Perkins  
Jackie Shanley

Please feel free to contact me if you have any questions or comments.