

NEW BUSINESS

4-29-13

Incorporated 1669
344 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

CHARLES J. CRISTELLO
Town Manager

508-947-0928
FAX 508-946-2320

MEMORANDUM

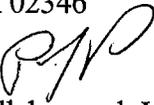
TO: Board of Selectmen
FROM: Charles J. Cristello, Town Manager
RE: Recommendation for a 2% Cost-of Living Increase for Non-Bargained ~~for~~ Employee
DATE: April 12, 2013
Cc: Finance Committee

Please be advised that one police department non-union employee, Amy Dowler was inadvertently left off of the previous 2% cost-of living increase memorandum for non-bargained for employees. She is recommended for a 2% raise. Total cost of increase \$286.33.

**Middleborough Veterans' Council
C/O John F. Glass VFW Post 2188
30 Station Street
Middleborough, MA 02346**

MEMORANDUM

To: Board of Selectmen
Middleborough, MA 02346

From: Paul J. Provencher 
Adjutant of the Middleborough Veterans' Council

Subject: Request to hold Memorial Day activities

Date: 11 April 2013

1. The Middleboro Veterans' Council would like to request permission to have the Memorial Day parade on Monday the 27th of May 2013. The parade would step off at 10:00am sharp on that day and the route will be:

Leaving the Middleboro Town Hall parking lot by taking a right on to Union St.

Turning right on to Nickerson Ave.

Crossing South Main St. on to Webster St.

Left on to Clifford St.

Left on to Wareham St. up Centre St. to Everett Square

Left on to High St.

Left on to Oak St.

Right on to Centre St.

Right on to South Main St.

Right on to the walkway into the Middleborough Veterans' Memorial Park

This is the same parade route that we have used in the past few years.

2. The Middleborough Veterans' Council would also like to request permission to hold their annual Memorial Day Ceremony at the Middleborough Veterans' Memorial Park at the conclusion of the parade. This would take place at approximately 11:30am.

3. Furthermore the Middleborough Veterans' Council would like to request permission on behalf of John F. Glass VFW post # 2188 for them to hold their annual poppy drive from 23 – 27 May 2013

4. The Middleborough Veterans' Council would also like permission to place a sign on both the Middleborough Town Hall lawn and at the intersection of South Main St. and Grove St. about 2 weeks prior to Memorial Day listing the dates, times, and locations of the Memorial Day activities.

5. The Middleborough Veterans' Council would like to invite the members of the Board of Selectmen and the Town manager to take part in the parade and the ceremony in the Middleborough Veterans' Memorial Park.

"And there the children laughed
and played and learned that
their town was a good town
and life was something to enjoy."
—NRA

Town of Middleborough, Massachusetts

Park Department



Dear Honorable Board of Selectmen,

April 3, 2013

The Park Department would like to declare a 1990 GMC Dump Truck as surplus. The VIN on this vehicle is GDHK34K4LE509179.

This vehicle was donated to us by the Middleboro Gas & Electric Department in 2006. It is in very poor condition. The roof leaks, the door locks are inoperable, the exhaust needs replacing, all of the braking system needs to be replaced and it requires a frame cross member support below the transmission.

Ken Cataldo, Highway Department Mechanic, has evaluated it and deemed it as junk.

Thank you for your time.

A handwritten signature in cursive script that reads "Francis Cass".

Fran Cass

Park Superintendent

MIIA HEALTH BENEFITS TRUST
Renewal Proposal 7/1/13 - 6/30/14
Town of Middleborough

MONTHLY CONTRIBUTION RATES					
PRODUCTS		CURRENT		RENEWAL	
		RATES	HEADCOUNTS	RATES	INCREASE
HMO NE Benchmark	Ind	\$577.67	258	\$618.14	7.00%
	Fam	\$1,513.58	513	\$1,619.61	7.00%
BCEP Benchmark	Ind	\$649.44	31	\$714.38	10.00%
	Fam	\$1,701.62	20	\$1,871.82	10.00%

*Medex 2 Renews January 1st.

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Date

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT April 17, 2013
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated April 28, 2012 with Thomas & Amy Maloof
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 99 Highland Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County Registry of Deeds in Book 12010, Page 138
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Twenty Nine Thousand Eight Hundred Seventy Four Dollars \$ 29,874.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Alfred P. Rullo Jr., Chairman

Allin Frawley, Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:

April 23rd

~~March 13, 2013~~

Board of Selectman
10 Nickerson Ave.
Middleboro, MA 02346

Dear Sir or Madam:

We are requesting to run a road race on June 1st, 2013 and a Triathlon on July 7th, 2013. The course for the road race and triathlon will begin at Camp Yomechas and run along Rt. 28 to Rocky Gutter, Purchase St., Thomas St., Tispaquin St. and back on Rt. 28 to the camp.

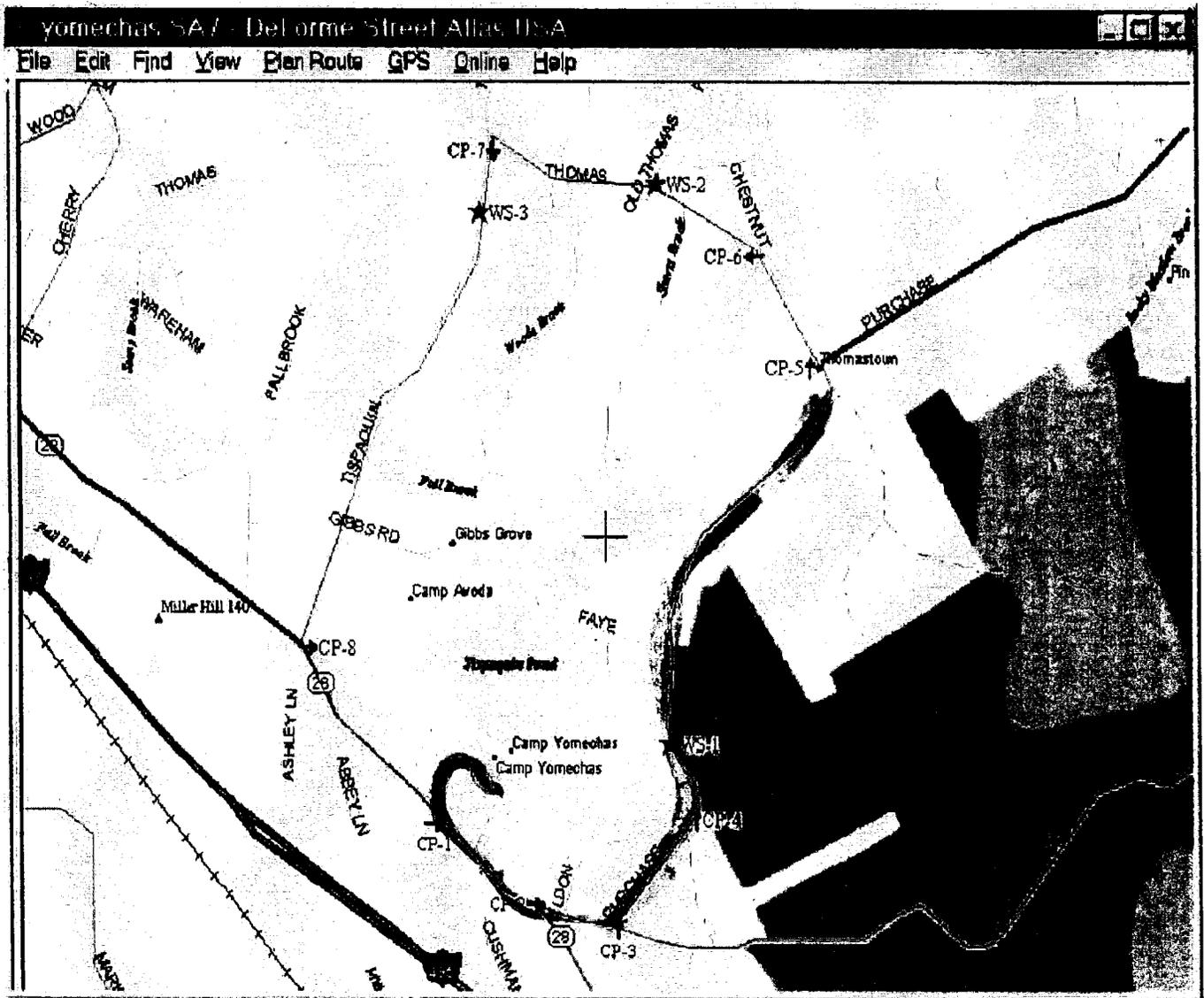
I will be notifying the police department that we will be need police detail that day. If you have any questions please feel free to contact me at 508-947-1390.

Sincerely,

Todd Filicicchia
Fitness & Membership Director

5 and 10k

Camp Yomechas Walk-A-Thon



CP=1 to CP 5
5K

CP=1 to CP 8
10K

Jacqueline Shanley

From: Andy Bagas
Sent: Thursday, April 25, 2013 7:30 AM
To: Jacqueline Shanley; Chief Bruce Gates; Lance Benjamino
Subject: RE: YMCA Road Race & Triathlon

No adverse effects to DPW. Andy

From: Jacqueline Shanley
Sent: Wednesday, April 24, 2013 3:28 PM
To: Chief Bruce Gates; Lance Benjamino; Andy Bagas
Subject: YMCA Road Race & Triathlon

Good Afternoon,

Please see attached and advise of any concerns, objections, or requirements.

Thank you.

Jackie

Jackie Shanley
Confidential Secretary to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Thursday, April 25, 2013 7:43 AM
To: Jacqueline Shanley
Subject: RE: YMCA Road Race & Triathlon

Jackie,

This is an annual event that we always request the organizers to caution the runners to stay on one side of Route 28 for safety reasons. Other than that we support and have no issues.

Bruce

From: Jacqueline Shanley [<mailto:jshanley@middleborough.com>]
Sent: Wednesday, April 24, 2013 3:28 PM
To: Chief Bruce Gates; Lance Benjamino; Andy Bagas
Subject: YMCA Road Race & Triathlon

Good Afternoon,

Please see attached and advise of any concerns, objections, or requirements.

Thank you.

Jackie

Jackie Shanley
Confidential Secretary to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Lance Benjamino
Sent: Wednesday, April 24, 2013 3:46 PM
To: Jacqueline Shanley
Subject: RE: YMCA Road Race & Triathlon

Jackie,

No concerns on the June 1, 2013 Road Race other than the usual to be sure to keep access for emergency vehicles.
As for the July 7, 2013 Triathlon, I would like to see the safety plan (divers, boats, ems etc.)

Thank you,

Lance Benjamino
Chief of Department
Middleborough Fire Department
125 North Main Street
Middleborough, MA 02346
firechief@middleborough.com

*Bos:
I have requested this info from
the YMCA, but have not received
yet.
Jackie*

From: Jacqueline Shanley
Sent: Wednesday, April 24, 2013 3:28 PM
To: Chief Bruce Gates; Lance Benjamino; Andy Bagas
Subject: YMCA Road Race & Triathlon

Good Afternoon,

Please see attached and advise of any concerns, objections, or requirements.

Thank you.

Jackie

Jackie Shanley
Confidential Secretary to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

MEMORANDUM

TO: Mr. Joseph Silva, Water Superintendent

FROM: Richard S. Johnson, P.E.
Amory Engineers, P.C.

RE: Water Management Act – Seasonal Water Use Restrictions

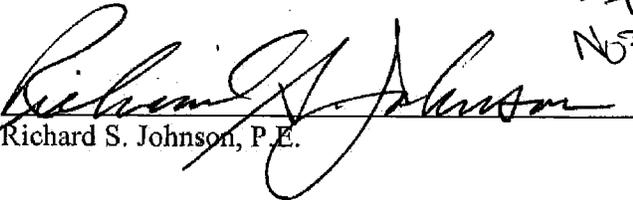
DATE: April 17, 2013

SUMMARY:

As you requested this Memo is to update the “Mandatory Water Restriction” section of the Middleborough Summer Management Program. The Town’s existing Water Management Act (WMA) Permit includes a Special Condition which Limit Summer Withdrawals. This condition allows the Town to select either a calendar trigger or the stream flow trigger for implementing restrictions on non-essential outdoor water use between May 1 and September 30 of each year. Historically the Town has used the calendar trigger and enacted summertime water restrictions every summer over the past few years. These restrictions are the minimum required by MassDEP under the existing WMA permit.

Attached is an updated “Mandatory Water Restriction” for your review, and for subsequent action by the Board of Selectmen (acting as the Town’s Board of Water Commissioners). The restrictions continue the practice of odd-even water restrictions and limiting non-essential outdoor water use between the hours of 9:00 AM and 5:00PM daily.

Also attached is an undated and completed “Notification of Water Use Restriction” to be submitted to MassDEP along with the Notice within 14 days of the effective date of these restrictions. Please call me if you have any questions.


Richard S. Johnson, P.E.

For
Water
department
to submit.
No BSS action

RSJ:rsj
Enc

ACTION: Adopt:

Middleborough Summer Management Program

“Mandatory Water Restriction”

From **May 1 through September 30, 2013** the Middleborough Summer Management Program restricts all nonessential outdoor water use for all water users. **The Summer Water Management Program allows odd-numbered properties to water outside on odd days and even-numbered properties to water outside on even days, outside of the hours of 9 AM to 5 PM.**

Uses subject to this restriction include:

- ✓ Irrigation of lawns and landscaping via sprinklers or automatic irrigation systems;
- ✓ Washing of vehicles, except in a commercial car wash or as necessary for operator safety;
- ✓ Washing of exterior building surfaces, parking lots, driveways or sidewalks, except as necessary to apply surface treatments such as paint, preservatives, stucco, pavement or cement.

Uses allowed include:

- ✓ Irrigation to establish a new lawn and new plantings during the months of May and September outside of the hours of 9 am to 5 pm;
- ✓ Irrigation of public parks and recreational fields by means of automatic sprinklers outside of the hours of 9 am to 5 pm;
- ✓ Watering of lawns, gardens, flowers and ornamental plants by means of a hand-held hose outside of the hours of 9 am to 5 pm.

Uses NOT subject to this restriction include:

- ✓ Those for health or safety reasons;
- ✓ By regulation;
- ✓ For the production of food and fiber;
- ✓ For the maintenance of livestock;
- ✓ To meet the core functions of a business (for example, irrigation by golf courses as necessary to maintain tees, greens and limited fairway watering, or irrigation by plant nurseries as necessary to maintain stock.

Any person violating these water use restrictions shall be liable to a fine of \$50.00 for a first offense and \$100.00 for each subsequent offense.

This program is in accordance with the Middleborough Board of Selectmen Water Use Restriction By-Law. Any changes to this may be found on the Town Web site at www.middleborough.com .

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

April 23, 2013

Board of Selectmen
Town Hall
Middleborough, MA

RE: Seasonal Police Officers

Honorable Board,

This is a request for the Board to appoint the following as Special Seasonal Police Officers. They are all currently Middleborough Auxiliary Police Officers.

Anthony J. Keaney
Charles A. Lemieux Jr.
Wayne D. Lee
Boaz S. McMahon
Raymond M. Meleski
Andrew C. Sederquist
Robert A. Stephanian

These positions are authorized under M.G.L. Chapter 31 Section 1.

They will work part-time from May 1 thru September 13 primarily in the downtown area.

Respectfully Submitted,


Bruce Gates,
Chief of Police

C/c Charles Cristello

Incorporated 1669
344 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

CHARLES J. CRISTELLO
Town Manager

508-947-0928
FAX 508-946-2320

MEMORANDUM

TO: Board of Selectmen
FROM: Charles J. Cristello, Town Manager 
RE: Water, Wastewater and Trash Rates for FY14
DATE: April 25, 2013

Water

In 2011, you agreed to implement a long term financing strategy recommended by Amory Engineers P.C. to fund our water infrastructure capital needs. In keeping with that strategy I am recommending a 4% increase for FY 2014 effective July 1, 2013. This will represent a \$8.22 annual increase for a single family household and a \$23.50 annual increase for a family of four. Amory is currently revising the treatment plant designs so we can move them forward on the capital plan.

Wastewater

In 2011, you agreed to support a 30 year financing strategy assuming State Revolving Fund financing of 2% to pay for the upcoming federally mandated upgrade of our wastewater treatment plant. We are also taking steps to qualify for 0% funding for a portion of the project. In keeping with that strategy I am recommending 15% increase for FY 2014 effective July 1, 2013. This will represent a \$59.91 annual increase for a family of four. We are close to finalizing negotiations with the top-ranked design firm. I expect to have contract for you to sign in early May.

Trash

You did not increase trash rates in FY 2012 or FY 2013. I am again recommending no increase in trash rates for FY 2014.

c: Andy Bagas, DPW Director
Joseph Silva, Water Superintendent
Todd Goldman, Wastewater Superintendent

AGREEMENT

BETWEEN

THE TOWN OF MIDDLEBOROUGH

and

**MIDDLEBOROUGH POLICE SUPERIOR OFFICERS' UNION
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.
LOCAL #96**

Effective: July 1, 2012

Expires: June 30, 2013

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PREAMBLE

This Agreement, entered into by and between the Town of Middleborough, Massachusetts (hereinafter referred to as the "Town") and the New England Police Benevolent Association (hereinafter referred to as the "NEPBA" or the "Union"), Local 96 is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town of Middleborough hereby recognizes the New England Police Benevolent Association ("NEPBA"), Local 96 as the exclusive representative for the purposes of collective bargaining relative to wages, hours, and other conditions of employment for a bargaining unit consisting of all permanent, full time sergeants and lieutenants in the Middleborough Police Department but excluding the Chief, Captains, patrol officers, permanent intermittent officers, reserve officers, civilian dispatchers, administrative and clerical personnel, confidential, managerial, casual employees and all other employees of the Town.

ARTICLE II

MANAGEMENT RIGHTS

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

By way of example but not limitation, management retains the following rights: to determine the mission, budget, and policy of the Police Department; to determine the organization of the Department, the number of employees, the work functions, and the

technology of performing them; to determine the numbers, types and grades of positions or employees assigned to a work project, tour of duty, or to any location, task, vehicle, building, or patrol route on such tour or duty; to determine the methods, means and personnel by which the Department's operations are to be carried on; to determine whether work will be performed by uniformed personnel, civilians not covered by this Agreement, or outside contractors, unless such work was formerly performed by bargaining unit personnel; to maintain and improve orderly procedures and the efficiency of operations; to hire, promote, transfer, direct and assign employees; to determine the equipment to be used and uniforms to be worn in the performance of duty; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and to enforce existing Police Department rules and regulations and add to or modify such regulations as it deems appropriate.

ARTICLE III

SENIORITY

(A) Seniority within the Middleborough Police Department shall commence with the first date of service as a Middleborough police officer, including any civil service or non-civil service provisional service. Seniority of employees promoted shall be determined by their date of promotion. Seniority of employees promoted on the same date shall be determined by their original date of hire.

(B) Seniority shall not be broken by vacation time, sick time, work related injury time, leave of absence as defined by this Agreement, or any call to military service.

(C) If an employee resigns voluntarily, transfers to another department, or is discharged for just cause, he/she shall lose all seniority.

(D) In the event of a reduction-in-force for lack of funds, lack of work, or for abolition of positions, layoffs shall be in inverse order of hiring and any recall to work shall be by seniority in the same or similar position.

(E) When a vacancy occurs in a permanent position within a shift, such vacancy shall be posted within one (1) week of such vacancy and shall remain posted for at least three (3) days prior to any appointment. Appointment shall be made within two (2) weeks of the last day of posting.

(F) Every four (4) months employees will have the opportunity to bid the shift of their preference. Preference to shift assignment shall normally be accorded to the senior bidder. However, for the good of the Department, such assignments may be filled with other than the senior bidder, who will be notified in writing of the reasons for non-selection. In the event of a disagreement, the aggrieved party may appeal to the Board of Selectmen in accordance with the grievance procedure. Bids shall be made no later than December 1, April 1, and August 1, and employees shall be notified by January 1, May 1 and September 1 of their shift assignments, which shall be effective on February 1, June 1 and October 1. All shift assignments, including split shifts shall be posted and bid hereunder. All approved shift bids shall be considered as permanent shift assignments until the next tri-annual bid, subject to Department needs to fill vacancies created by vacations, or vacancies created by illness, injury, or other reason for four (4) or more consecutive working days. Unless an officer on the affected line volunteers, such vacancies may be filled by altering shift assignments within the affected line on a non-overtime basis according to inverse seniority. However, no supervisor may be involuntarily reassigned in this manner for more than four (4) workdays in a bid cycle, as necessary, in order to avoid overtime. The Chief will provide reasonable advance notice to the officer being reassigned.

(G) All references to seniority in this Agreement shall mean seniority within the Middleborough Police Department.

(H) Notwithstanding any provisions in this Article or any other Article of this Agreement, the Chief and/or the Board of Selectmen shall have exclusive discretion to establish specialist positions in the Department and make assignments to such positions. Any such assignments will not be considered a shift assignment. The Chief and/or the Town will not

be arbitrary or capricious in making such assignments. The Town will honor its obligation under the law to negotiate over hours and stipends.

ARTICLE IV
DEATH LEAVE

In the event of a death in the immediate family of a member or their spouse, that member shall be granted up to four (4) 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, uncles, cousins, nieces, nephews, brother- and sisters-in-law, sons- and daughters-in-law, stepmother, stepfather, stepchildren and other members of the immediate household who reside with the employee. Each employee shall be granted one (1) days of leave per calendar year, 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 friend.

ARTICLE V
UNIFORMS AND EQUIPMENT

(A) Upon promotion, the Chief of the Police Department or some person under his supervision and control shall supply the members exclusive of their uniform allowance referred to below, with all appurtances and equipment applicable to the newly acquired rank. At the time of separation from employment all equipment provided by the Department will be turned in to the Chief of Police and will be in good working order, as determined by the Chief, or will be replaced by the officer at the officer's expense.

(B) All officers covered by the terms of this Agreement will be provided an annual clothing and cleaning allowance in the amount of \$1,300, which will be paid to each officer directly by check as close to August 1 as possible. Effective for FY 2012, as an alternative, a member otherwise eligible for a clothing allowance may choose to receive it under a voucher reimbursement system established by the Department. Any balance on the

member's clothing allowance account as of June 1st will be paid by check to the member by the last pay period of the same fiscal year.

(C) Each officer in the Department will be assigned a locker.

(D) The Town will provide the initial issue of any change of uniform, required by the Town.

ARTICLE VI
EXTRA PAID DETAILS

The following provisions shall govern the assignment of all extra paid details to police officers:

(A) It is agreed that officers are eligible to be scheduled for and work police details only on their off duty time or on any time when they are not specifically scheduled to perform police work, including but not limited to a shift or partial shift in the Department or court time. Officers will be paid only for those details actually worked. With advance approval of the Chief or his designee and provided that no expense is created for the Department, an officer will be allowed to arrange for early relief by another officer of the same bargaining unit in order to be available for a detail that begins before the end of the officer's regularly scheduled shift.

(B) Effective January 1, 2013, such details, except those worked for the Town of Middleborough shall be compensated at \$44 per hour. There will be four (4) hour minimum payment blocks. Time worked after eight (8) hours is paid in increments of two (2) hour blocks and continues at two (2) hour blocks until the conclusion of the detail. Pay rate of time and one-half of the detail rate shall be paid for any details that exceed eight (8) hours.

(C) Details worked for the Town of Middleborough shall be compensated at the rate of \$34.00 per hour. Pay increments will be as follows: Four (4) hour minimum through the

first four (4) hours, then hourly as determined by the job until its' completion. Effective July 1, 2011, details worked for Middleborough Gas & Electric will be paid in four (4) hour minimum payment blocks. Any work over eight (8) hours will be compensated for in two (2) hour blocks at the rate of time and one-half of the detail rates.

(D) The rate for strike details shall be time and one-half of the detail rates. Any details worked on weekends and holidays shall be compensated at a rate that is \$2.00 per hour greater than the then existing detail rate. Weekend details shall be those that begin at or after 6:00 P.M. on Friday through those that begin at or before 9:00 P.M. on Sunday. Any details worked for the purpose of keeping order at the site of a labor strike or work action shall require a two-officer minimum.

(E) The Chief of Police shall designate a person known as the Special Detail Officer to keep a record of all assignments. Said Special Detail Officer or his/her designee shall, on a voluntary basis, distribute first among regular full-time officers, as evenly as possible, using the revolving card system, all the available paid details. The Special Detail Officer shall maintain the detail book of overtime assignments, which may be examined upon request by a representative of the Union. Details, overtime assignments, and/or filling of any work assignment will not be done by clerical help or dispatchers. Departmental policy will determine the method(s) for filling details, overtime assignments, and any other work assignments that occur.

(F) Lieutenants and sergeants shall continue to receive extra paid details in a fair and equitable manner, on a voluntary basis, distributed first among regular full-time officers, regardless of rank, as evenly as possible, using the revolving card system and the daily detail distribution system.

(G) Any officer who cannot fulfill his/her work assignment will notify the Desk Officer, in the absence of the Special Detail Officer, within 24 hours prior thereto so that another officer can be assigned, excepting illness, where there shall be a one and one-half hour notification. Any officer filling a non-posted assignment shall notify the Special Detail

Officer forthwith. If the officer declines, his name will be dropped to the bottom of the work list.

(H) Emergency Work: Any officer who is called or contacted by the Department for emergency work (broken store windows, etc.) may accept or refuse the detail.

(I) It shall be the responsibility of the Shift Supervisor to check all outside police details from time to time. An officer failing to fulfill a detail assignment will be removed from the work list for a period of time, not to exceed five (5) working days for the first infraction with an additional five (5) days for each additional infraction, not to exceed sixty (60) days.

(J) It shall be the duty of the Special Detail Officer to fill the work details on Sunday of each week from a Monday to Sunday basis. It shall remain the discretion of the Chief of Police to place an officer in charge of a detail whenever more than one (1) officer is assigned who shall be responsible for the proper performance of all officers assigned.

(K) A \$25,000 bank account will be established in the revolving account for the extra detail payments. Employees who work a detail shall be paid from the revolving account for such detail in their next paycheck, if funds are available, and the revolving account shall be replenished when payment is received from the entity that hired the officer to work the detail.

(L) Any contractor requesting detail officer(s), who fails to call or make the request at least 12 hours prior to the start of the detail, shall pay the officer(s) a minimum of eight (8) hours detail rate. Details cancelled two (2) hours prior to the start time will result in the assigned officer(s) being cancelled; however, less than two (2) hours notice will result in the assigned officer(s) receiving four (4) hours detail rate pay. This clause will not apply to emergency jobs and contractors who have never worked in the Town of Middleborough. When a private contractor works for the Town, and the work requires a detail officer, it shall be a private detail.

(M) The Town agrees that the Chief or his designee shall have the authority to require that a detail officer be hired when he/she determines that work on, above or below a road or sidewalk creates a public hazard requiring the presence of a police officer. The Chief shall not exercise this authority to avoid requiring police details at work sites that have historically required police details.

(N) This section reflects the parties' intent to memorialize certain understandings they have reached about the matter of traffic control at public works and construction sites in the wake of the passage of Chapter 86 of the Acts of 2008 ("St. 2008, c.86") and the regulations and guidelines promulgated thereunder.

The parties agree that when the Chief or his designee decide that a police officer paid detail is required on a Public Works Project for which the Town is the Awarding Authority, the detail shall first be offered to a member of the bargaining unit on the same rotating basis currently in effect.

The Union recognizes that neither the Chief nor the Town have the authority or the obligation to require the use of a member of the bargaining unit or the payment of any rate, if such use and such payment is inconsistent with the terms set by any Commonwealth Entity pursuant to St. 2008, c.86 and the regulations and guidelines promulgated thereunder. Therefore, nothing in this Agreement will be interpreted to require the Town/Chief to use or request the Commonwealth Entity to use a member of the bargaining unit or pay a different rate. In the event that the Chief/Town chooses to make such a request, it shall not make the Chief/Town obligated to use a member of the bargaining unit or pay the difference in the rate.

ARTICLE VII
OVERTIME

(A) Overtime is defined as time worked by officers in excess of their normal shift hours as set forth in ARTICLE XIII. The Chief of Police or his authorized representative shall assign all overtime, including court time and extra shifts.

(B) Each hour of overtime shall continue to be paid at time and one-half of each officer's base weekly wages divided by forty. The "base weekly wage" shall continue to include compensation for educational credits under M.G.L. c.41, Section 108L.

(C) Any regular officer called back for duty shall be paid a minimum of four (4) hours at the rate of one and one-half times their hourly rate of pay.

(D) All overtime will be fairly and equitably distributed among all regular full-time officers. A revolving schedule for overtime assignments will be maintained and any refusal of overtime work by an officer shall be counted as an assignment worked.

(E) Extra non-scheduled work shall be first filled from the off-duty roster for the prescribed day.

(F) Any overtime worked that has not been assigned and/or authorized by the Chief of Police or his authorized representative shall not be paid overtime.

(G) Any overtime worked shall be compensated in increments of one-half (1/2) hours.

(H) Any officer may elect, at his/her discretion, to use compensatory time off in place of overtime hours worked. Compensatory, or comp time, will be time off from work calculated as the equivalent of the total hours of overtime worked and substituting comp time in its place. Compensatory time may be accumulated to a maximum of eighty (80) hours and at

no time will an officer be allowed to request comp time if that request will cause the officer's total hours of accumulated comp time to exceed eighty (80) hours. Compensatory time will be given at the request of the officer but subject to the needs of the Department, provided that no overtime is incurred by the granting of any compensatory time.

ARTICLE VIII
SICK LEAVE PROGRAM

(A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Illness or injury, except where it is directly traceable to employment by an employer other than the Town.
2. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.

(B) Employees absent from duty under M.G.L. 41, Section 111F shall continue to receive their regular compensation and shall accumulate sick leave as provided in Section (D) below.

(C) 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. Maximum accumulation of sick leave will be two hundred and seventy-five (275) days.

(D) Sick leave shall accumulate during leaves of absence with pay, and during the time an employee is on authorized sick leave or vacation time, or under injured leave, not to exceed a period of nine (9) months duration.

(E) The Police Department shall maintain a record for each employee of sick leave used and accumulated, and it shall be posted on the bulletin board by the first of the following month.

(F) When an employee calls in sick, the employer shall have the right to have the employee examined by a physician chosen by the Town. If the employee refuses to submit to the examination, at the place of confinement, as set out above, it is understood and agreed to by the parties that the Chief of Police can and will exercise all of this authority in accordance with the Civil Service Rules and Regulations to discipline said employee for abuse of sick leave.

(G) If the demand by the Town for this medical examination is because of an absence of less than three (3) days, the expense of the examination shall be borne by the Town; if the absence is three (3) days or more, the expense of the examination shall be borne entirely by the employee.

(H) 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.

(I) Officers shall be allowed to use up to five (5) days of sick leave in a calendar year in the event of a family emergency.

(J) Subject to the limitations of Article VII, Overtime, Section (H), a supervisor who has reached an accumulation of 275 sick days and uses five (5) or fewer sick days in the subsequent year of maximum accumulation shall receive an additional five (5) compensatory days off.

ARTICLE IX

PERSONAL LEAVE

(A) Each employee shall be allotted four (4) personal days to commence on July 1st of each year, not to be deducted from sick leave.

(B) The use of personal days shall be at the discretion of the officer, provided not more than one (1) overtime position is created per shift. An additional personal day may be used solely for the purpose of attending job-related training.

(C) Four (4) days paid leave per calendar year shall be granted to up to three (3) Union officers to tend to Union business including, but not limited to, meetings, seminars, and conferences sponsored by the NEPBA and the NEPBA National Convention. The Union officer shall provide the Chief of Police, or his/her designee, with a minimum of one (1) week notice. In the event that the one (1) week notice is not possible, the time off may be granted with the Chief's approval.

(D) The local Union president, or his/her designee, shall be eligible for up to twelve (12) days off per calendar year, without loss of pay or benefits, and in addition to any other paid leave to which the employee is entitled, to tend to Union business at which his/her presence is required. The Union officer shall provide the Chief, or his/her designee, with a minimum of one (1) week notice. In the event that one (1) week notice is not possible, the time off may be granted with the Chief's approval. If the Union president or his/her designee requests such time off and does not use it to tend to Union business, he/she may be disciplined.

(E) Effective July 1, 2004 the leave of absence without loss of wages, benefits or other privileges may be granted to one elected officer of the Union to attend the New England Police Benevolent Association (NEPBA) quarterly business meetings, and such leave shall not exceed four (4) days. Written notice will be given to the Chief of Police at least one (1) week before said meetings.

ARTICLE X

COURT TIME

(A) Any employee who goes to court after his regular shift or on a day off will be paid a minimum amount equal to four (4) hours pay at time and one-half of his/her regular rate.

Any time in excess of four (4) hours required in attendance at court will be paid at time and one-half his/her regular rate. If an employee is on the Departmental court list, and there is a cancellation, wherein the employee is not given twenty-four (24) hours advance notice of that cancellation, the employee will be paid an amount equal to two (2) hours of pay at the rate of time and one-half.

(B) A Police Officer on duty at night or on vacation, on furlough or on a day off, summoned to attend as a witness for, or on behalf of the Commonwealth or the Town in a criminal matter or a civil matter, in which the officer is a party defendant, or witness, which results from his or her duties as a Town Police Officer, shall be entitled to and receive the same as an employee in Section (A) of this Article.

(C) A member of the bargaining unit scheduled to work a day shift who is instead assigned to a Court appearance will return to complete the shift after the completion of his Court assignment unless the assignment requires him to remain at the Court past 2:30 p.m.

ARTICLE XI

HOLIDAYS

(A) The following days shall be considered holidays: New Year's Day (January 1st); Martin Luther King Day; Presidents Day; Patriot's Day; Memorial Day; Independence Day (July 4th); Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day (December 25th). The aforementioned will be construed to guarantee each officer receives eleven (11) paid holidays, whether or not his/her day off falls on a holiday, as present practice of five (5) paid days and six (6) days off.

(B) Paid holidays shall mean additional compensatory time off, or a day's pay, at the employee's option.

(C) Effective each July 1, employees may elect to be paid in cash for more than five (5) holidays, provided that such election is submitted in writing to the Chief on or before the

prior January 1, and that such election shall be irrevocable. Such holidays will continue to be paid in the employee's payroll period in which the holiday falls.

(D) If an employee requests permission to take a compensatory holiday within sixty (60) days after the holiday, and with twelve (12) hours advance notice, and such permission is denied, an additional sixty (60) days from the date of the denial shall be provided in which to request another day.

(E) Each December 1, sergeants shall submit to the Chief a statement indicating how many holidays they want to take as compensatory days off, and how many holidays they want to receive an additional day's pay for, in the following fiscal year. Such selection shall be without restriction, except that if the total number of compensatory days off requested by uniformed sergeants of the bargaining unit exceeds five (5) times the total number of uniformed members of the bargaining unit, the number of requested compensatory days off shall be reduced on a pro rata basis until the total no longer exceeds five (5) times the number of uniformed members of the bargaining unit. Item E does not apply unless the number of chosen compensatory days off is below seven (7) compensatory days off per officer. The choice of the lieutenants, for any combination of pay or days off for paid holidays, will not be affected by this formula.

(F) An employee who actually works on a holiday shall receive holiday pay equal to time and one-half his/her regular rate of pay, in addition to his/her regular compensation, for such work.

(G) Employees shall be granted holiday days off at the discretion of the officer on the requested days provided not more than one (1) overtime position is created per shift.

ARTICLE XII
DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended or charged in any manner without just cause except under the Massachusetts General laws and/or the Civil Service Regulations.

When the Chief refers a complaint of a non-criminal nature against an employee to Internal Affairs, the employee shall be notified at the time the complaint is referred to Internal Affairs, and the employee may be interviewed prior to concluding the investigation. During this interview, the employee shall be informed of the nature of the complaint, and the identity of the complainant, if known, and the employee shall have the opportunity to present his/her story orally for the record. The employee may also be required by the Chief or Internal Affairs to submit a complete written report.

ARTICLE XIII
HOURS OF DUTY OF PERMANENT MEMBERS OF THE
MIDDLEBOROUGH POLICE DEPARTMENT

(A) There shall be four (4) shifts in the Police Department, as follows:

Day Shift	8:00 A.M. to 4:00 P.M.
Evening Shift	4:00 P.M. to 12:00 P.M.
Late Evening Shift	12:00 A.M. to 8:00 A.M.
Impact Shift	6:00 P.M. to 2:00 A.M.

(B) Except in cases of emergency as determined by the Chief of Police, no officer shall be on duty for more than four (4) consecutive days, and at the end of the four (4) day period of duty, said officer shall not be required to return to duty until the expiration of two (2) consecutive days thereafter; so that the work week of all police officers can be described as four (4) days on duty and two (2) days off duty.

(C) The Court Prosecutor, detectives, computer specialist, assistant computer specialist, E911 Coordinator, Juvenile/Resource Officer, and any other officer that the Chief determines should be assigned to a specialist position may be assigned to a five (5) day on duty and two (2) day off duty work schedule, provided that, on an annual basis they are granted time off equivalent to those on the four (4) and two (2). However, prior to any assignments, such positions shall be posted for ten (10) days.

(D) Due to the nature of the four (4) on and two (2) off schedule, it is agreed by the parties that no claim for pay shall be made on the requirement for all personnel to report to the station for roll call fifteen (15) minutes before the start of the assigned shift. It is common practice for supervisors to arrive at the station prior to the start of his/her shift in order to familiarize themselves with the happenings of the previous shifts; therefore, supervisors will receive an additional 15 minutes compensatory time off per each shift worked.

(E) Officers attending promotional training school as required by M.G.L. c.41, Section 96b, as amended, shall work a five (5) day week and shall not come under the regular four (4) and two (2) work schedule. They shall be paid on a forty (40) hour work basis.

(F) No officer, on the expiration of his regular shift, shall be required to return to duty (except with the officer's consent) until the expiration of the two (2) consecutive work shifts, other than in cases of emergency.

(G) Officers who are required to attend in-service training school shall serve a five (5) day on, two (2) day off work schedule in accordance with the school schedule. The employee shall have the option of compensatory time off equal to the days off that are lost on the four (4) on, two (2) off work schedule, or pay at the rate of time and one-half of the employee's regular hourly rate of pay for such days lost as defined in Article VII, Section (H).

(H) Except in cases of emergency, as determined by the Chief or his designee, no employee shall be assigned to three (3) consecutive eight (8) hour work shifts and/or details.

(I) Employees shall be permitted to swap tours of duty provided:

- (1) The swap involves no additional cost to the Town; and
- (2) Subject to the prior approval by the Chief, lieutenants shall be allowed to change their hours of duty provided the change results in no additional cost to the Town.

(J) A shift shall consist of at least five (5) uniformed officers, at least one of whom must be a supervisor. The administrative lieutenant or the Chief can fill the one supervisor requirement. On the 8 a.m. – 4 p.m. shift, except for holidays, when the regularly scheduled shift supervisor is absent, the Chief may assign a senior patrol officer who is already working to serve as shift supervisor. For all shifts, where the regularly scheduled supervisor is absent and the Chief or his designee determine that a supervisor has to be called in, a member of the Superior Officers bargaining unit will be called first. If a bargaining unit member is not available to fill the shift, a senior officer may be called in. For purposes of this section, a senior officer is a patrol officer with at least six (6) years' experience within the Middleborough Police Department.

(K) Employees accumulating compensatory time, exclusive of Article XIII, Section (D), will be compensated at the rate of time and one-half the hours worked.

ARTICLE XIV

VACATIONS

(A) Employees may accumulate vacation time based on the following schedule:

- | | |
|--|------------------------|
| 1. Thirty (30) weeks through five (5) years of service: | 10 (ten) work days |
| 2. More than five (5) years through 10 th (tenth) year: | 15 (fifteen) work days |
| 3. More than ten (10) years service: | 20 (twenty) work days |
| 4. More than fifteen (15) years service: | 25 work days |
| 5. More than twenty-five (25) years service: | 30 work days |

(B) Sergeants may carry over up to ten (10) days of vacation time each year. Lieutenants may carry up to thirty (30) days of vacation time each year. Sergeants may take up to fifteen (15) days of vacation in increments of one (1) day or more.

Lieutenants may take vacation days in single day increments up to the maximum accumulation. No sick leave shall be granted to the employee during the vacation period. Employees shall be granted these vacation days off at the discretion of the officer on the requested days, provided no more than one (1) overtime position is created per shift.

(C) No more than two (2) uniformed Sergeants may take vacation during the same week.

ARTICLE XV

WAGES

(A) Upon the signing of this contract lieutenants and sergeants will fall into the pay step coinciding with their current time in grade. Step increases will be determined by the supervisor's anniversary date of promotion.

Effective July 1, 2012: 2 % (two percent) increase

Sergeants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1191.51	1227.25	1264.07	1301.99	1341.05	1381.28

Lieutenants:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1588.47	1636.13	1685.22	1735.78	1787.84	1841.47

(B) Employees who are assigned to a permanent shift assignment between the hours of 4:00 P.M. to 12:00 Midnight shall receive an additional payment of six (6%) percent of his/her straight time hourly rate of pay for all hours worked between the hours set out above. Employees who are assigned to a permanent shift assignment between the hours of 12:00 Midnight to 8:00 A.M. and the impact shift between the hours of 6:00 P.M. and 2:00 A.M. shall receive an additional payment of eight (8%) percent. No additional payment shall be

made to employees who are on special detail, as defined in Article VI of this Agreement, court appearances or any work performed other than on a Departmental work schedule. The shift differential paid to an officer working the two "split shifts" shall be at the higher differential rate.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay are matters reserved to the Appointing Authority.

Employees who exhaust all sick leave and are taken off the payroll shall not receive any pay or accrue any benefits.

ARTICLE XVII

GRIEVANCE PROCEDURES

(A) The purpose of the Grievance Procedure shall be to settle employee grievance on as low a level as possible so as to insure efficiency and employee morale. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. All references to days will mean calendar days. The failure of the Union or the employee to meet the timelines in the grievance procedure shall constitute a waiver of the grievance. Such disputes may be processed as a grievance under the following procedure:

Step 1. Grievance must first be reduced to writing and presented by the employee to the Chief of Police on regular NEPBA grievance forms within ten (10) days of the action or incident giving rise to the grievance or within ten (10) days of when the employee knew or should have known of the action or incident giving rise to the grievance. An earnest effort shall be made by both parties to adjust the grievance in an informal manner at this level. A Union representative has the right to meet with the employee and/or to present the grievance. The Chief of Police shall meet with the employee and his representative within three (3) days from the time the grievance is presented to him and shall answer the grievance in writing within five (5) days after the meeting.

Step 2. If the grievance is not resolved in Step 1, the employee and his representative of the Union may refer the complaint to the Board of Selectmen within seven (7) days from the receipt of the Step 1 answer. The Board of Selectmen, or its designee, shall meet with the employee and his representative within fifteen (15) days or the first regularly scheduled Selectmen's Meeting after the 15-day period has expired, to discuss the grievance. The Board will answer the grievance in writing within fifteen (15) days after the meeting ends.

Step 3. If the grievance is not adjusted satisfactorily in Step 2, the Union's Grievance Committee shall determine whether to submit the grievance to arbitration within thirty (30) days of its receipt of the Step 2 response from the Board of Selectmen. Such submission shall be by certified letter to the Board of Selectmen. The parties shall endeavor to select a mutually agreeable arbitrator within fifteen (15) days of receipt of the submission to arbitration. Absent such agreement, the American Arbitration Association shall be asked to administer the arbitration in accordance with its rules. The parties thereto shall share equally in the cost of the arbitration proceeding. However, each party shall pay their own cost of preparation and presentation before the Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. All the grievances beyond Step 1 shall be presented in writing throughout the steps of the grievance and arbitration procedure, and shall state in reasonable terms the provisions of the contract that are violated and the relief sought. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. Any of the time limits outlined in this Agreement may be changed at any time, in writing, by mutual agreement of the parties

(B) Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

(C) The Union shall be entitled to submit a grievance in the name of the Union in the same manner as provided therein for employees, said submission to start at Step 2 in the Grievance Procedure.

(D) The arbitrator's decision shall be final and binding on the parties in accordance with M.G.L. c 150C, provided however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court or competent jurisdiction that the arbitrator's award: (1) is arbitrary or capricious; or (2) misinterprets or misapplies any provision of Law.

ARTICLE XVIII
GROUP INSURANCE

(A) The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. Except for Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage.

(B) The April, 2012 Memorandum of Agreement By and Between The Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. ("PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

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

(D) All employees shall be covered by liability insurance of up to one million dollars (\$1,000,000) for cruiser accidents.

(E) All insurance deductions shall be made no more than bi-weekly.

ARTICLE XIX
EDUCATIONAL INCREMENTS

The parties agree that since the Town has accepted Massachusetts General Laws, Chapter 41, Section 108L, the so-called Quinn Bill, the employees covered by this contract will continue to enjoy the benefits of that legislation.

In the event that the state fails to fund the so-called Quinn Bill, the Town will compensate Supervisors as follows: a supervisor who has received an associate degree in criminal justice, or one approved previously by the Massachusetts Board of Regents of Higher Education in a law enforcement field, from an accredited institution will receive weekly compensation equal to ten (10%) percent increase in his/her weekly salary. A supervisor who has received a baccalaureate degree in criminal justice, or one approved previously by the Massachusetts Board of Regents of Higher Education in a law enforcement field, from an accredited institution will receive weekly compensation equal to twenty (20%) percent increase in his/her weekly salary. A supervisor who has received a master's degree in criminal justice or a juris doctorate degree, or one approved previously by the Massachusetts Board of Regents of Higher Education in a law enforcement field, from an accredited institution, will receive weekly compensation equal to twenty-five (25%) percent increase in his/her weekly salary. This compensation will be factored into the supervisor's regular base pay for purposes of computation of overtime and retirement in accordance with the Fair Labor Standards Act.

Every supervisor receiving benefits under the Quinn Bill, when/if the state fails to fund the program, will be grandfathered under his/her current rate of compensation.

ARTICLE XX

TRAINING

At the option of the Town, employees may be required to undergo a continuing program of physical training and periods with training in the use of firearms. Such programs will be conducted within the hours and other limitations of this contract.

ARTICLE XXI

UNION DUES DEDUCTION

In accordance with the provisions of M.G.L., Chapter 180, Section 17A, the Town agrees to deduct Union dues from the paychecks of the employees who have signed a membership form and who have authorized such deductions in writing and to mail said dues with a list of employees from whom dues have been deducted to: NEPBA, 7 Technology Drive, Suite 102, Chelmsford, MA 01863, in accordance with present practice.

ARTICLE XXII

SPECIALIST

(A) An employee who has been assigned by the Chief and who has worked for a full twelve (12) month period as of June 30 in the specialist classifications of Detective, Prosecutor, Safety Officer/Crime Prevention Officer, K-9 Dog Handler, Field Training Officer, Firearms Instructor, Information Technology Officer or Juvenile/Resource Officer shall receive a five (5) percent increase to the base hourly rate for any hours worked in these positions.

(B) Although an employee may hold more than one specialist rating, he/she shall not be compensated for more than one (1) specialist rating.

ARTICLE XXIII
NO STRIKE CLAUSE

(A) No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, participate in, sanction, or ratify any strike, work stoppage, slow down, or withholding of services.

(B) Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down, or withholding of services, and return to work forthwith.

ARTICLE XXIV
MUTUAL AGREEMENT

(A) The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party, however, may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals, and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by written amendments, which shall be signed by representative of the parties duly authorized by the Town and the Union.

(B) In connection with the exercise of rights under Article II, Management Rights, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

- A. The employer shall give notice of its contemplated action.
- B. The Union may request a meeting to negotiate such impact.
- C. The parties shall commence negotiations in a timely fashion.
- D. 1. The fact that such negotiations have not concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.
2. Prior to any such implementation, the employer shall not operate to terminate the obligation to continue such negotiations for a reasonable period of time.

ARTICLE XXV

PAID INJURY LEAVE

(A) Except as specifically abridged by the provisions of this Article, M.G.L. Chapter 41, Section 111F shall continue in force and effect during the term of this Agreement.

(B) Employees on injured leave shall be paid in accordance with M.G.L. Chapter 41, Section 111F.

(C) Employees claiming paid injury leave under M.G.L. Chapter 41 Section 111F, or seeking indemnification under M.G.L. Chapter 41, Section 100 or related Section shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

1. Provide affirmative evidence of compliance with each required element set forth in M.G.L. Chapter 41, Section 111F.
2. Notify the Chief of any change in medical condition, including but not limited to, any hospitalization; and
3. Provide relevant medical documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed including a

doctor's certificates. Exacerbation or reappearance of prior symptoms of illness or injury will require fresh evidence of eligibility at the time of each exacerbation or reappearance, and must be processed as fresh claims notwithstanding any prior determination of eligibility.

4. Submit a complete report on the incident in which the officer was injured as soon as the officer is physically able to do so after the injury. The report will be submitted on a Standard Report Form, mutually agreed to by the parties.

(D) Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article, nor a waiver by the Town of its right to deny paid injured leave.

(E) If more than one (1) employee is on injured leave at the same time, any such employee who is determined to be capable of performing light duty in accordance with M.G.L. Chapter 41, Section 111F, may be required by the Town to accept light duty, on a half-time basis. The Chief of Police shall determine which shift a light duty employee will work, and any such "light duty" will consist of police-related duties.

(F) This Article supersedes any conflicting provisions of M.G.L. Chapter 41, Section 111F.

ARTICLE XXVI

PHYSICAL AND PSYCHIATRIC EXAMINATIONS

(A) The Town may require an employee to undergo a physical, psychological and/or psychiatric examination when it determines that there is probable cause to do so.

(B) Upon request, an employee shall be provided a written statement of the reason(s) for the examination.

(C) The Town shall designate the physician, psychiatrist, psychologist or other specialist who shall make the examination or provide the treatment.

(D) The Town shall bear the expense of any initial examination. If the examination results in a determination that the employee is incapacitated within the meaning of Article XXV, Paid Injury Leave, payment for subsequent expenses shall be governed by M.G.L. Chapter 41, Section 100, or related sections. If the examination results in a determination that the employee is incapacitated for other reasons or requires psychological therapy, payment for subsequent expenses shall be borne by the employee. At his/her own expense, an employee may supplement such examinations or treatment by obtaining the services of a physician or psychologist of his choice. Any conflict between the opinion of the Town designated physician or psychologist and the employee designated physician or psychologist may be submitted before any treatment recommended by the Town's designated physicians or psychologist commences to a third physician or psychologist selected mutually by the Town and employee, or their designated physicians or psychologists. The cost of such examination shall be shared by the Town and the employee.

The Town and employee shall each receive copies of the results of such examination, which shall be considered by the Town in any action not subject to Civil Service.

(E) Employees undergoing examination or treatment shall provide a release to the Town, and to all other designated physicians or psychologists, for all relevant documentation. The Town shall also have access to sufficient information to verify attendance at examinations, and participation in scheduled treatment.

(F) An employee may submit a grievance whether the stated reasons are, in fact, the actual reasons for requiring him/her to undergo an examination or treatment. If the employee can show that there were invidious reasons for such requirement, but for which it would not have been imposed, then a grievance may be remedied by appropriate revisions in the employee's personnel file. Under no circumstance may a work assignment be altered as a mandatory remedy in such cases, except where the employee is found fully capable of performing his/her police duties.

ARTICLE XXVII

OTHER LEAVES

(A) A full-time female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding twelve (12) weeks for the purpose of giving birth, shall be granted maternity leave without pay.

(B) Members of the bargaining unit who are required to perform duty in the National Guard or Reserve forces will be entitled to time off at full pay and allowances for a period not to exceed seventeen (17) days per year. Notification of the specific period(s) will be made to the Chief of Police or his/her representative no later than fourteen (14) days in advance of such duty. Military duty under this section is limited to annual training, but may include duty as ordered by military or state authorities in the interests of National Security or for State and Federal emergencies.

(C) Employees who take a promotional exam on a day on which they are scheduled to work will be relieved from duty on that day with no loss of pay or benefits.

ARTICLE XXVIII

TERMS, AMENDMENTS, AND MODIFICATION OF THE AGREEMENT

(A) It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws and Town By-Laws.

(B) Should any Article, Section or portion thereof of this Agreement be held unlawful or invalid by any Court, agency or board of competent jurisdiction, or in conflict with existing State Laws, such decisions shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof, if agreed by mutual consent of the parties. The remaining part or provisions shall remain in full force and effect.

(C) This Agreement shall continue to be in full force and effect from July 1, 2012 to June 30, 2013.

(D) Either party may recommend any or all parts of the Agreement to be re-opened for negotiations provided one of the parties advises the other in writing not later than ninety (90) days prior to the termination date of this Agreement.

(E) This Agreement shall remain in full force and effect until such time as a new Agreement has been reached.

DATED THIS _____ DAY OF _____, 200____ at the Town of Middleborough,
County of Plymouth

Town of Middleborough

Middleborough Police Superior Officers' Union,
New England Police Benevolent Association
LOCAL 96

Alfred P. Rullo, Jr.

Deborah A. Batista
Deborah A. Batista

Allin Frawley

David M. Mackiewicz
David M. Mackiewicz

Steven P. Spataro

Benjamin J. Mackiewicz Jr.
Benjamin J. Mackiewicz

Ben Quelle

Peter J. Andrade
Peter J. Andrade

Stephen J. McKinnon

AGREEMENT

BETWEEN

THE

TOWN OF MIDDLEBOROUGH

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1700**

Department of Public Works

July 1, 2012– June 30, 2013

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ARTICLE 1
RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and some other conditions of employment for all permanent employees regularly working twenty (20) or more hours per week in the Highway, Water, Sewer and Sanitation Departments of the Town of Middleborough; excluding the following: Superintendents of DPW, Water and Sewer, Assistant DPW Superintendent, Laboratory Technician, Laboratory Administrator, Senior Plant Operator, Clerical employees, employees whose positions are funded by the Federal Government (example C.E.D.A.), and all other employees of the Town.
2. The Employer will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.
3. Nothing contained herein shall abrogate the right of the Town to engage counsel or otherwise attempt to change laws pertaining to collective bargaining.

ARTICLE 2
AGENCY SERVICE FEES

The Board of Selectmen herewith adopts the provisions of Chapter 150E, Section 9 as regarding an Agency Service Fee, provided however, that the Union shall comply with all regulations required by the Town Treasurer or other Accounting personnel with authorizations and certifications as required by law.

Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

In consideration of the Town's entering into this Agreement, including this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities, or cost to the Town which arise out of entering into or enforcement of said provisions or which arise out of payroll deductions of agency service fees.

ARTICLE 3
DISCRIMINATION AND COERCION

1. There shall be no discrimination by foreman, superintendents or other agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.
2. In instances where assignments were given which may have been in violation of this Contract, the work will be carried out and the grievance procedure subsequently followed.
3. Whenever a question of discrimination or coercion arises, such question shall be resolved through the grievance procedure as established in this Agreement.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. Grievances shall be settled in the following manner:

Step 1

An aggrieved employee, or his union steward or representative, or both, shall take up the grievance or dispute within five (5) days of the incident giving rise to the grievance with the superintendent of the department in which the aggrieved employee works. The superintendent concerned shall respond to the grievance within ten (10) days of the date it was presented to him. The grievance must state the provision or provisions of the contract alleged to have been violated. Only those provisions which are cited in the grievance at Step 1 can be relied upon by the Union at any other step of the grievance procedure including arbitration.

Step 2

If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Town Manager within five (5) days of the receipt of the decision of the department superintendent. The Town Manager shall discuss the matter with all parties concerned and render a decision in writing within fifteen (15) days after the matter was presented to him.

Step 3

If the employee or the Union is further aggrieved, the matter may be appealed in writing to the Board of Selectmen within five (5) days of the date of the decision was received from the Town Manager. The Board of Selectmen shall review the matter at its next regularly scheduled meeting and make a decision in writing within two (2) weeks of such review. Failure to follow the grievance procedure timelines results in a waiver of the grievance.

Step 4

1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may invoke arbitration by notifying the Selectmen in writing within thirty (30) days after receipt of the Selectmen's decision. Within ten (10) days after receipt of such notice the parties shall select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator, the American Arbitration Association will be used in accordance with its rules.
2. The decision of the Arbitrator shall be final and binding on all parties.
3. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by the Town Meeting action and shall be subject to budget approval in compliance with law.
4. The decision of the Arbitrator shall not violate any Town By-laws, Statutes or Law of the Commonwealth.
5. The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the Arbitrator.
6. Any grievance concerning disciplinary action resulting in the loss of pay shall begin at the second step of this procedure.
7. Nothing contained herein, shall be construed so as to authorize any arbitrator, acting under this Article 4, to alter or modify this Agreement or any of its provisions or to take any action to prevent the Employer and the Union from settling, by mutual agreement,

any grievance submitted to arbitration hereunder. The Arbitrator's decision shall be final and binding in accordance with General Laws 150C.

8. The Union's failure to follow the grievance procedure timelines will mean that the grievance has been waived. Extensions of the timelines may be allowed by mutual agreement.

ARTICLE 5
PUBLIC SERVICE

1. The Employer and the Union shall recognize and adhere to all State labor laws, rules and regulations. To the extent allowed by law, contract provisions will prevail where there is a conflict with or modification of State labor laws, rules or regulations.
2. No employee in the unit shall be discharged, suspended, lowered in rank or compensation without his consent, without just cause and for reasons given him in writing after having served in the employ of the Employer for a period of six (6) months.
3. The Union agrees that it will take no action relative to Civil Service coverage under Chapter 31 of the General Laws for any employee or group of employees in the unit.
4. The failure of the Employer or the Union to insist in any one or more incidents, upon the performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions and the obligation of the Union or of the Employer to such performance shall continue in full force and effect.

ARTICLE 6
TEMPERATURE

When the temperature becomes extremely hot or cold, the continuance of work for the duration of the shift will be at the discretion of the superintendent. Should the superintendent order the

suspension of work for the remainder of the shift, the man relieved will be paid straight time rates to the end of the shift. However, the superintendent may reassign the men to areas where heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE 7
SENIORITY

The length of continuous service of the employee in the Town shall determine the seniority of the employee. Consistent with existing practice, seniority shall not be the sole factor in making determination of preference but shall be given due consideration with all other factors.

ARTICLE 8
HOURS OF WORK

1. The regular hours of work each day shall be consecutive. The lunch period shall be for one-half (1/2) hour's duration. Notwithstanding any past practice, management has a right to enforce the half-hour lunch period in the future.
2. The work week shall consist of five (5) eight (8) hour days, Monday through Friday, inclusive except that schedules at the landfill, pumping station and sewage treatment plant will remain as at present. The lunch period shall not be included in the eight (8) hour working day.
3. Each employee shall be given a regular starting and quitting time, except in emergency situations. Hours cannot be changed for purposes of circumventing the overtime provisions of the Agreement. Hours of work will not be changed unless the Town has given the Union notice and an opportunity to provide input concerning the change.
4. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times his regular hourly rate for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.

5. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of two (2) hours pay at the overtime rate.
6. Overtime shall so long as consistent with efficient operations, be equitably and impartially distributed among the bargaining unit. When in case of emergencies, it is necessary to call in personnel from other departments to aid and assist, those employees from other departments other than the department which normally performs such work, should be released from their duties first when the work load lessens. The foregoing shall not apply to independent contractors hired by the Employer.
7. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, that shall be subject to the examination by the proper union representative.
8. The Employer can require an employee to work overtime in emergencies. The Employer will first access employees from the Division responding to the emergency before requiring employees from other Divisions to respond. When the need to use personnel from other Divisions is required, bargaining unit personnel will be contacted prior to contacting non-bargaining unit personnel. Refusal and unavailability to work overtime shall count as overtime worked for purposes of determining overtime eligibility. In distributing overtime, a reasonable effort shall be made to reach an employee eligible to work overtime before the overtime is charged as a refusal. A reasonable effort will include, but not be limited to, a telephone call to the employee and/or a message left on the employee's answering machine.

ARTICLE 9
UNION REPRESENTATION

1. A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.
2. The above persons shall be granted reasonable time off during working hours to investigate grievances.
3. Upon request, the President and one (1) elected employee shall be allowed two (2) days off per year from their employment to attend state conventions without loss of pay. The names of the employees shall be submitted to the Town Manager's office two (2) weeks prior to the said convention.

ARTICLE 10
MEAL PERIODS

1. All employees shall be granted a meal period of one-half (½) hour's duration during each work day. Whenever possible the meal period shall be scheduled at the middle of each working shift.
2. Any employee that is requested to and does work more than four (4) hours beyond his regular shift shall be granted a meal period of one-half (½) hour's duration during each four (4) hour period worked beyond their normal eight (8) hour regular shift. Employees shall receive their normal overtime rate of pay while on the meal period breaks referred to in the sentence above.
3. While on overtime work, meal periods shall not exceed one-half (½) hour's duration.

ARTICLE 11
REST PERIODS

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) working day. The rest period shall be scheduled at the middle of each one-half (½) workday whenever possible.

ARTICLE 12
HOLIDAYS

1. The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	

2. Holiday pay shall be eight (8) hours pay at straight time rate.
3. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation pay.
4. Any employee required to work on a holiday shall receive the regular holiday pay and an amount equal to one and one-half (1½) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate. The Employer will make a reasonable effort to give more than 24 hours advance notice of overtime opportunities on a holiday.
4. An employee assigned to perform standby duty during a week in which one of the above paid holidays falls on a weekday, Monday through Friday, shall receive an additional two (2) hours standby pay.

5. Any employees covered under this agreement shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's Day. A skeleton crew may be required by the Department head, requiring one or more employees to complete the workday based on the determination that the Division requires their services. The Department head will ensure rotation of these employees from year to year, or ask for volunteers.
6. All holidays falling on a Sunday will be observed on the following Monday. All holidays falling on a Saturday will be observed on the day prior, Friday.

ARTICLE 13
VACATION

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

a.

Length of continuous Full-Time Service as of January 1st

Vacation Leave Accrued Per Year

30 weeks but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 20 years	20 days
21 years	21 days
22 years	22 days
23 years	23 days
24 years	24 days
25 years or more	25 days

b. Permanent part-time employees shall be allowed paid vacation to the extent that their part-time services compares to what a normal full-time service employee would have earned.

c. Vacation leave earned shall be granted at the discretion of the Department head.

The winter period will be December 1st through March 31st. Beginning with the 2010 – 11 winter period, the Director shall allow one (1) bargaining unit member from the combined highway and water distribution divisions to be on vacation on any day provided that the request for vacation is made in writing on or before November 15th 2010. The order of request, and if requests are made at the same time, seniority, shall determine conflicting requests. The Director will determine whether to continue the trial beyond the 2010 – 11 winter period.

For any vacation request during the winter period which is made after November 15th, the Director will continue to allow them based on the condition that the employee report to work if needed for weather-related duties.

Whenever the employment of any person is terminated during a year by dismissal through no fault or delinquency on his part or by resignation, retirement, or death, without him having been granted the vacation to which he is entitled, or in case of his death, his estate shall be paid at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefor.

d. Vacation leave shall accrue only when an employee is on the Town payroll and actively employed.

e. An employee shall be permitted to carry over up to one (1) weeks vacation into the following year provided that reasonable written notice, ordinarily at least two calendar weeks, is provided to the Superintendent. Vacation leave carried over shall not be paid upon termination under Section e above.

f. An employee shall be permitted to carry over up to seven (7) days of vacation into the following year provided that reasonable written notice, ordinarily at least two calendar weeks, is provided to the Superintendent.

An employee may carry over five (5) additional days of vacation if the employer, due to operational necessity, denied the employee vacation.

In no event shall the employee carry over more twelve (12) days of vacation and all carry-over must be taken prior to the end of the fiscal year.

ARTICLE 14 **SICK LEAVE**

Sick leave allowance will be accumulated at the rate of one and one quarter (1 ¼) days per month for each calendar month of employment.

- a. Sick leave may accumulate to two hundred and seventy five (275) days effective July 1, 2001.
- b. Sick leave accumulation may not be used to compensate employees injured and working for the Town for which compensation is payable under the provisions of the General Laws, Chapter 152 (Workers' Compensation).
- c. Sick leave accumulation shall cease upon death, resignation, retirement or permanent separation from the service of the Town of Middleborough.
- d. No portion of sick leave credit shall be credited to annual vacation leave of any employee. Any employee disabled because of sickness or accident may use his annual

vacation as part of his sick leave pay, provided that the accident is not covered under any of the Town's compensation policies.

- e. If a Department head has reason to believe that an employee may be abusing sick leave, he may require the employee to provide medical documentation satisfactory to the Department head, including but not limited to a medical examination by a physician, psychologist or other specialist retained by the Town. Reason to believe that an employee may be abusing sick leave will include but not be limited to 1) multiple single day absences and/or 2) absences on days before and/or after other days of leave.
- f. A Department head shall have full authority to institute disciplinary action for an abuse of sick leave and/or a refusal to provide the documentation and/or submit to an examination described above. Sick leave abuse shall include, but not be limited to a failure to abide by the recommendations of the employee's physician.
- g. An employee shall be allowed to take four (4) personal days off from work per year without loss of pay. An employee will be allowed to utilize personal leave in one (1) hour increments. The date of the personal days off shall be at the option of the employee but subject to the needs of the Department. Eight (8) hours advance notice of intention to take a personal day off is required.
- h. Upon retirement or death, an employee or his estate shall receive a day's pay for each three (3) days of the unused portion of accumulated sick leave, up to a maximum of seventy five (75) days pay.
- i. The use of sick leave shall be limited to situations where the employee is unable to perform his work duties due to illness or injury, which is not job-related. An employee will be allowed to utilize sick leave in one-half (½) days or four (4) hour increments. In

the discretion of the Superintendent or his designee, sick leave may be used for doctor's appointments, which can not be scheduled outside of work hours.

- j. Up to four (4) working days a calendar year of accumulated sick leave may be granted for family sickness, subject to Department head approval, which shall not be arbitrarily denied. Requests for such leave shall be made as much in advance as reasonably possible.

ARTICLE 15
JURY PAY

The Employer agreed to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 16
FUNERAL LEAVE

Employees shall be granted five (5) days of leave without loss of pay for a death in the immediate family of the Employee or the Employee's spouse, (immediate family is defined as: spouse, children, step-children, mother, step-mother, father, step-father, sisters, step-sisters, brothers, step-brothers, mother and father-in-law, domestic partner/significant other living in the same household, or other members of the immediate household who reside with the employee). Employees shall be granted up to three (3) days of leave without loss of pay for the death of the following relatives: grandparents, spouse's grandparents, grandchildren, aunts, uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law. It is management's intent to grant funeral leave to an employee as necessary up to three (3) days.

ARTICLE 17
SALARIES

1. a. The current salary schedule will be increased 2% (two percent) effective the first full pay period after July 1, 2012.

b. Establish a General Foreman job title in a Grade 2 classification with the following steps:

Grade 2	<u>Step 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	23.7888	24.5134	25.2379	26.0063	26.7857	27,5872

These amounts will also be increased by 2% (two percent) effective the first full pay period after July 1, 2012.

2. Any matter affecting the Town Budget shall be subject to approval by Town Meeting action.
3. Any continuing education, when approved by the Department head and the Board of Selectmen, shall be reimbursable to the employee including the cost of tuition, travel or mileage, lab fees and books.

At the discretion and with the approval of the Department head, an employee may attend a course required to maintain a license, during the regularly scheduled eight (8) hour workday. The cost of the course and any books required will be reimbursed by the Town upon successful completion of the course. Meals will not be reimbursed. The Town may pay for courses taken outside the regular workday, but will not compensate the employees for their time.

4. Standby or "call" for those within the Department of Public Works, who are subject to rotation standby shall receive payment for eight (8) hours pay for each standby period whether work is performed during that period or not. Employees working in the following departments are covered by this provision: Water Pumping Station, Water Distribution, Wastewater, Highway and Sanitation.
5. Effective July 1, 1980, the job title Foreman, Department of Public Works in the Highway Division shall be upgraded from Grade 4 to Grade 3.
6. A member of the bargaining unit who is appointed to a position in a higher grade will be placed on the Step in the new position which assures the member of least a 3% (three percent) increase.

ARTICLE 18
HEALTH AND WELFARE

A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of

the monthly premium. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other cost associated with the health insurance coverage. :

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. ("PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office, Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

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

ARTICLE 19 UNIFORMS AND PROTECTIVE CLOTHING

1. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer. The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement.
2. The Employer also agrees to assume the cost of the rental of eleven (11) sets of uniforms, a light uniform jacket and a heavy uniform jacket for each employee in the bargaining unit.

3. The Employer agrees to reimburse employees up to one hundred and fifty dollars (\$150.00) for purchase of work boots or arrange for the Boot Train for the purchase of the boots. The employee must purchase suitable work boots and submit a receipt for reimbursement. "Suitable work boots" is defined as a work boot suitable for the work being done. Sneakers or dress shoes are not suitable. The Superintendent or his designee shall determine what is a suitable work boot.

ARTICLE 20
SAFETY COMMITTEE CODE

1. A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel and the Town Manager will be appointed by the Board of Selectmen. Said Committee shall appoint its own chairman and meet regularly to review safety practices.
2. The Committee may draw up a safety code, which, if adopted by the Town, both parties to this Agreement agree to enforce.
3. Said Committee shall meet regularly three (3) times each year if considered necessary.

ARTICLE 21
POSTING AND BIDDING

1. The Board of Selectmen desires that qualified unit employees be given maximum opportunity for advancement in the service. When a position covered by this Agreement becomes vacant, or a new position is created, and management determines that the position shall be filled, such vacancy or position shall be posted in a conspicuous place, listing the pay, duties and qualifications. Present employees who are qualified to perform the duties of the new or vacant positions will be given first consideration.

2. An employee who is both qualified and the most qualified among the employees who apply, as determined by the Department head, shall be given a thirty (30) day calendar trial and training period. If during that trial and training period it is determined by the Department head that the employee is not satisfactorily performing the duties of the position, the employee shall be returned to his former position and rate.
3. In any case, his pay shall be restored to the rate in effect prior to the promotion as though the promotion had not been granted. It is required that all employees shall have the necessary licenses required for work performance within classification. The Town of Middleborough will pay for special licenses required by the Town: namely, Hoist Engineers License, Spray Operators License, The Water and Sewer Plant Operators License and CDL License.
4. Any employee promoted to the position of Heavy Equipment Operator or Foreman, will be required to meet the requirements of this position within six months of the effective date of their promotion, including but not limited to a CDL Class A license holder with all required endorsements,
5. If the employee promoted does not meet the requirements of this position, the Town has the right to remove the employee from this position.
- 6.

ARTICLE 22
MISCELLANEOUS PROVISIONS

1. Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If proper notice is given by either party to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

Should any provision of this Agreement be found to be in violation of any Federal, State Law or Local By-law, this Agreement shall not require either party to perform any act in violation of that law, notwithstanding anything herein contained to the contrary.
3. No Discrimination – The parties to this Agreement agree that they shall not discriminate against any person because of race, creed or political affiliation.
4. Access to Premises – The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, and/or Local 1700 to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
5. Employee files will be available for inspection by employees at reasonable times. Copies of materials in such files will be made available at cost.
6. A “cell phone” shall be purchased for use by employees in the Water Works or Distribution, Wastewater, Highway and Sanitation Departments while in standby status.
7. The Employer will endeavor to supply toilet facilities at the Landfill for the use of those employed there.
8. Employees receiving workers compensation benefits who are required to report for periodic medical examinations during working hours shall be granted time off, without

charge to any other leave, not to exceed the equivalent of two (2) days per fiscal year.

Such time off shall ordinarily be taken in increments of at least one-half (½) day. In scheduling such appointments, particularly those in the local area, employees shall attempt to schedule the appointment outside, or near the end of, normal working hours.

9. Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty by the Department head or his designee after an evaluation by a physician or specialist designated by the Town. Employees assigned to limited duty shall not be eligible for overtime.

If the Town's physician and the employee's physician have conflicting views on the employee's ability to perform limited duty, the two physicians shall select a third physician, who shall decide the issue at the Town's expense.

At the Town's request, the employee will release to the Town all relevant medical records/reports requested by the Town to make a determination of the employee's ability to perform limited duty. The employee will fully cooperate in the Town's effort to determine the employee's fitness for full or limited duty.

Employees who are determined fit to perform limited duty requested by the Department head or his designee to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action, up to and including termination.

10. An employer or employee who actually calls other employees for storm purposes will identify himself or herself when they call. If the person placing the call for overtime reaches an answering machine, they will state their name, purpose of call, and a contact number to be called once the message is retrieved.

-
11. The Town will consult with the Union about specifications when it seeks bids for uniforms. The Town will retain the right to make the final decision.
 12. With advanced notice to and permission of the Director, employees assigned to be on call may be allowed to take a Town vehicle home. Its use will be limited to responding to calls.

ARTICLE 23
THE EMPLOYER'S RIGHTS

1. Except when specifically provided otherwise in this Agreement, the Employer shall have the right to establish work force, to increase or decrease the number of employees or to establish or create new positions, to change positions or reallocate positions. He shall have the right to manage the business of the Town of Middleborough, without interference or interruption. The Employer shall have the right to determine work schedules, work programs, materials, methods, procedures, practices and all other matters which may affect the operation of the Town Departments. The Employer shall have the right to change equipment, add or eliminate buildings or facilities, increase or decrease services, or alter established practices and services without interference by the Union. The Employer shall have the right to engage private contractor(s).
2. The Union agrees that it will not use the grievance procedure relative to any condition of employment or any other matter which concerns the Employer unless such matter is a part of this Agreement and provided that such matter is not one contained in the above paragraph.
3. It is agreed by both parties to this Agreement that unless it can be clearly shown that the subject matter of any grievance relates to a specific provision of this Agreement, it shall not be proper subject matter for grievance.

ARTICLE 24
SANITATION

1. The intent is to make trash and recycling collection safer and reduce the potential for accidents and injuries to employees and the general public.

2. Employees assigned to trash and recycling collection shall, at all times, drive and collect on the far right side of the road, with the flow of traffic, including without limitation when collecting curbside material. Employees are prohibited from collecting trash and recycling from the opposite curbside. The only exception will be on dead-end roadways, where the vehicle must be backed in because there is no cul-de-sac or other means of turning the vehicle around, or where the DPW Director provides specific instructions to do so.
3. Upon completion of the route for the day, employees shall return to the DPW garage and receive further job assignments until the work shift ends at 3:30 pm. Or, the employees assigned to a particular truck may elect to work through their lunch period and end their work day at 3:00 pm.
4. It is anticipated that the employees will be able to complete their daily trash route within the normal 8 hour work day. If, for unseen circumstances it is apparent that the work day may result in overtime, one of the employees shall be returned to the DPW garage before the vehicle travels to SEMASS to dump their load. The only exception to this shall be when the vehicle is in close proximity to SEMASS.
5. Employees who violate this policy shall be considered to have engaged in serious and willful misconduct and be subject to discipline, up to and including dismissal.
6. The establishment of the enterprise fund for the Solid Waste (Rubbish Personnel) component of the DPW Works does not affect any existing seniority provisions.

ARTICLE 25
ENTIRE AGREEMENT

1. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives to bargain collectively with respect to:
 - (a) Any subjects or matters referred to or covered in this Agreement.
3. In connection with the exercise of rights under Article 23, Employer's Rights, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:
 - (1) The Employer shall give notice of its contemplated action.
 - (2) The Union may request a meeting to negotiate such impact.
 - (3) The parties shall commence negotiations in a timely fashion.
 - (4) (a) The fact that such negotiations have not concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.
 - (b) Prior to any such implementation, the Employer shall give notice to the Union.

- (5) The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such negotiations for a reasonable period of time.

ARTICLE 25
JOB EVALUATION

Employees shall be classified into position classifications by a comparison of the work they perform with position classification descriptions as written and evaluated and in which they spend fifty percent (50%) or more of their work week performing the full compliment of position duties. The assignment of an employee to the performance of work requiring less than the skills of the position classification description shall not furnish a basis for a claim on the part of other employees performing corresponding duties to be classified under such position classification title. In no event shall the matter of wages, a proper subject for negotiations under M.G.L. c.150E, be submitted to arbitration during the term of this Agreement or be otherwise determined by a party or individual, unless agreed to by the Board of Selectmen of the Town, or their representatives, and the proper designated representative for the Union.

ARTICLE 26
WORK STOPPAGE

1. Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts the Union and the employees agreed not to engage, induce, or encourage any strike, work stoppage, slowdown or with-holding of services by employees, including extra hours or overtime work, which are normally provided to the Town.
2. Should any of its members engage in any of the practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

ARTICLE 27
TERMINATION

1. This Agreement shall remain in effect until June 30, 2013. At that time, either party may terminate this Agreement provided such termination is transmitted through the U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than ninety (90) days prior to the above termination date.
2. RENEWAL – Should neither party to this Agreement send a notice of termination as described in Section 1, this Agreement will considered to have been automatically renewed for another calendar year.

ARTICLE 28
DRUG AND ALCOHOL TESTING

Effective January 1, 1996, the Town of Middleborough's Drug and Alcohol Testing Program will be implemented. The specifics of the program are set forth in the Policy Document for the Town of Middleborough DOT (U.S. Department of Transportation) Drug and Alcohol Testing Program, attached hereto and incorporated herein. Testing services are to be provided by Occupational Health Service of Morton Hospital and Medical Center as outlined in OHS "DOT Drug and Breath Alcohol Testing for Town of Middleborough" or other service provider selected by the Town.

This Agreement entered into this _____ day of _____, 2013

FOR THE TOWN OF MIDDLEBOROUGH:

FOR LOCAL 1700 AFSCME - COUNCIL 93:

Alfred P. Rullo,
Chairman of the Board Of Selectmen

Allin Frawley,

Stephen Spataro

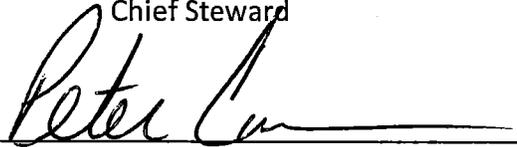
Ben Quelle

Stephen J. McKinnon

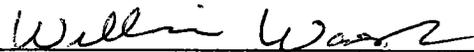
DATED: _____



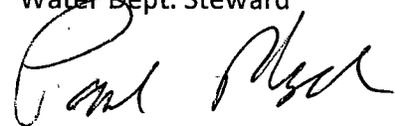
David J. Blanton,
Chief Steward



Peter Cannon,
Highway Dept. Steward



William Wager,
Water Dept. Steward



Paul Rizel,
Wastewater Dept. Steward



AFSCME-COUNCIL 93

DATED: 2/27/13

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Proposed Salary Chart as of July 1, 2012

Grade	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate	Step 4 Hourly Rate	Step 5 Hourly Rate	Step 6 Hourly Rate
2	\$24.26	\$25.00	\$25.74	\$26.52	\$27.32	\$28.13
3	\$23.10	\$23.81	\$24.52	\$25.25	\$26.02	\$26.79
4	\$21.88	\$22.54	\$23.24	\$23.92	\$24.66	\$25.40
5	\$20.73	\$21.34	\$21.99	\$22.67	\$23.34	\$24.05
6	\$19.73	\$20.33	\$20.95	\$21.58	\$22.23	\$22.90
7	\$18.74	\$19.30	\$19.89	\$20.48	\$21.10	\$21.73
9	\$17.04	\$17.58	\$18.08	\$18.63	\$19.19	\$19.76

AGREEMENT

Between

THE TOWN OF MIDDLEBOROUGH

and

**THE MIDDLEBOROUGH LIBRARY STAFF
ASSOCIATION, LOCAL 4928, MLSA,
AFT MASSACHUSETTS, AFL-CIO**

July 1, 2012 - June 30, 2013

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AGREEMENT

BETWEEN

TOWN OF MIDDLEBOROUGH

AND

MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION

M.L.S.A.

PREAMBLE

The AGREEMENT is hereby entered into by the Town of Middleborough, hereinafter referred to as the EMPLOYER, the Middleborough Library Staff Association, and the Massachusetts Library Staff Association, M.L.S.A., hereinafter referred to as the UNION, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

ARTICLE 1
RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of collective bargaining with the EMPLOYER concerning salaries, wages, hours of work, and other conditions of employment for all permanent full-time and part-time employees of the Town of Middleborough Public Library as set forth in the Bargaining Unit Certification by the Massachusetts Labor Relations Commission MCR-3114.

ARTICLE 2
UNION DUES AND AGENCY FEES

2.1 The Town agrees to deduct regular monthly ASSOCIATION dues from the wages of each employee who authorizes the Town to do so through a signed authorization card delivered to the Town. The Town may conclusively rely upon a written statement from the Treasurer of the ASSOCIATION as to the amounts of such monthly ASSOCIATION dues.

2.2 The ASSOCIATION agrees to indemnify and save the Town harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

2.3 All employees covered by this AGREEMENT who do not join the UNION shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this AGREEMENT, whichever is later, of any Agency Service Fee to the UNION. The Agency Fee shall cover only those costs which relate to collective bargaining and the administration of this AGREEMENT and no others.

2.4 At the election of the employee, said Agency Service Fee shall be deducted from his/her wages upon presentation to the Town of a signed authorization. An employee who does not authorize the Town to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the UNION.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____

TO: TOWN OF MIDDLEBOROUGH

Effective _____, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the UNION.

This amount shall be paid to the treasurer of MASSACHUSETTS LIBRARY STAFF ASSOCIATION, M.L.S.A.

These deductions may be terminated by me by giving you a 60 days written notice in advance or upon termination of my employment.

EMPLOYEES' SIGNATURE

EMPLOYEES' ADDRESS

ARTICLE 3
DISCRIMINATION AND COERCION

3.1 There shall be no discrimination by the EMPLOYER or the UNION against any employee covered by the terms of this AGREEMENT because of race, color, sex, age, or against qualified handicapped people, and all employees shall receive the full protection of this AGREEMENT.

3.2 There shall be no discrimination by the EMPLOYER or the UNION against any employee because of such employee's activity or non-activity or membership or non-membership in the UNION.

3.3 Whenever a question of discrimination or coercion arises, such questions shall be resolved through the grievance procedure as established in this AGREEMENT, except as otherwise provided by statute.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 For the purpose of this AGREEMENT a grievance shall be defined as any complaint, dispute or controversy arising between the EMPLOYER and the UNION and/or any employee(s) under and during the term of this AGREEMENT and involving the interpretation or application of the specific provisions of this AGREEMENT.

4.2 All grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present the matter informally to the Director or his/her designee for adjustment within ten (10) days of the occurrence or employee's first knowledge of the event giving rise to the grievance or said grievance shall be deemed waived and not subject to consideration in any forum. The employee may have a UNION representative present at this meeting. The Director shall reply within ten (10) days.

Step 2. If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing, and file a copy of the same with the Librarian and the Board of Library Trustees within ten (10) days.

Step 3. The Trustees shall, upon receipt of the written grievance, consider same and notify the employee and the UNION of the result of its consideration within fifteen (15) days.

Step 4. If no satisfactory resolution is made in Step 3, the aggrieved employee shall submit the grievance to the Selectmen. The Selectmen shall, upon receipt of the written grievance consider same and notify the employee and UNION of its final and binding decision within fifteen (15) days.

Step 5 - ARBITRATION. Whenever certain grievances remain unresolved after processing in accordance with Steps 1 - 4 herein, the UNION shall have the right to submit the matter to arbitration in accordance with the remainder of this Section.

Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than thirty (30) days following the exhaustion of Step 4 above.

However, under extenuating circumstances, time periods referred to in this Article may be extended by mutual AGREEMENT.

The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this AGREEMENT.

Except for the initial filing fee, which is the responsibility of the moving party, all expenses of arbitration shall be shared equally between the parties.

4.3 Discipline - Employees shall have the right to have a Union Steward or representative present in any disciplinary action including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. Employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

ARTICLE 5 PUBLIC SERVICE

5.1 The EMPLOYER and the UNION shall recognize and adhere to all State Labor Laws, rules and regulations and AGREEMENT's entered into between the EMPLOYER and the union.

5.2 After an employee has been in the employ of the EMPLOYER for a period of six (6) months, no employee in the unit shall be discharged, suspended, lowered in rank or compensated without the employee's consent, unless there is just cause and reasons given to the employee in writing.

ARTICLE 6 SENIORITY

The principal of seniority for employees shall govern and control in all cases of promotion within the bargaining unit, transfer, as well as preference in assignment to shift work, assignment to overtime, and choice of vacation period. Seniority shall not be the sole factor in making determinations of preference but shall be given due consideration with all other factors.

6.0 The number of hours in the full-time work week, as presently established, shall remain in effect: Thirty-six and one-quarter (36 1/4) hours per week for all employees.

6.1 The lunch period shall be for one (1) hour duration. Each employee shall have two (2) fifteen (15) minute breaks per work day. This is in addition to the one (1) hour lunch break.

ARTICLE 7 OVERTIME

7.0 Employees covered by this AGREEMENT shall be paid overtime at the rate of one and one-half (1 1/2) times the regular rate of pay

7.1 for work in excess of the normal work day or work week. Any overtime pay or compensatory time shall be agreed upon by the Director and the employee, subject to the limitations of the fair labor standards act.

7.2 Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

ARTICLE 8
UNION REPRESENTATIONS

8.1 A written list of UNION stewards shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER of any change.

8.2 The above personnel shall be granted reasonable time off during working hours to investigate grievances and for contract negotiations.

ARTICLE 9
HOLIDAYS

9.1 The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriots Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	
Christmas Eve (2 P.M. close)	

9.2 Holiday pay shall be one (1) day's pay at straight time rate.

9.3 If a holiday occurs within any employee's vacation period, he shall receive an additional day's vacation with pay.

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 4th, Veteran's Day, Christmas Day and New Year's Day.

9.6 All permanent part-time workers will be awarded those holidays with pay that fall on the employee's regular workday in proportion to the number of hours worked as compared to a permanent full-time employee.

9.7 Any employee required to work on a holiday shall receive the regular holiday pay and an amount equal to one and one-half (1 1/2) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate.

9.8 If a holiday falls on a day that an employee is not regularly scheduled to work, the employee's compensation for the holiday will be compensatory time off (based on the hours worked in the employee's regular work day). Any such time shall be scheduled with the Director's approval within thirty (30) days of when it is accrued.

ARTICLE 10
VACATIONS

10.0 Vacations shall be granted during the calendar year; selection for the vacation period shall be determined by the Director into consideration the party or parties who will be filling in on vacations.

10.1 Seniority shall be based on classification. In the event of two or more employees in the same classification, seniority will be based on years of service.

10.2 Eligibility for Vacations

A. Permanent full-time employees shall be granted the following vacation days without loss of pay after having worked in a full-time capacity for the time shown. For work performed for less than thirty (30) weeks, vacation allowance shall be on the basis of one day for each month employed:

<u>After Completing</u>	<u>Vacation Days Earned</u>
12 months	10 days
24 months	12 days
36 months	13 days
48 months	14 days
60 months	15 days
72 months	16 days
84 months	17 days
96 months	18 days
108 months	19 days
120 months	20 days
132 months	21 days
144 months	22 days
156 months	23 days
168 months	24 days
180 months (15 years)	25 days

B.. Every part-time employee of the Library with continuous service shall receive pro-rate vacation days equivalent to full-time employees for equivalent years of service as set forth in 10.2 (A). Calculation of pro-rated vacation benefits for eligible part-time employees shall be based upon: 1) total length of continuous service regardless of whether there was a change in number of hours worked and; 2) average number of scheduled work hours per week for the fifty-two (52) consecutive weeks prior to determination of the benefit.

10.3 Vacation Scheduling: Vacations shall be scheduled for the convenience of the Library. The Director will be responsible for maintaining a seniority listing which shall be used 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 Director.

10.4 Vacation Leave Upon Termination: Upon termination of employment by dismissal, the employee shall receive payment equal to that amount of accrued vacation which is unused. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary. Upon voluntary termination, accrued unused vacation and earned vacation prorated to the number of months worked, shall be paid.

10.5 Employees who are injured and are receiving Workmen's Compensation benefits shall be entitled to all vacation benefits accrued prior to injury, but shall not accrue or be entitled to additional vacation benefits while absent from work due to such injury. Vacation benefits for the fiscal year in which the employee returns to employment will be pro-rated.

ARTICLE 11
SICK LEAVE

11.1 Each full-time employee shall be granted eighteen (18) sick leave days per year, which shall accrue at the rate of one and one half (1 1/2) days for each calendar month of actual service.

11.2 Sick leave may be accumulated to a maximum of two hundred twenty-five (225) days.

11.3 Subject to the Library Director's approval, which shall not be arbitrarily withheld, up to five (5) days a year of accumulated sick leave may be granted to attend to sickness of family members and other persons residing in the employee's household or immediate relatives residing outside of the household. "Immediate

relative" shall be defined as a member's spouse, children, mother, father, sister, brother, mother and father-in-law, grandparents, grandchildren or any "step" relatives in these categories (i.e., "step children").

Three (3) of the five (5) days may be used to attend to the sickness of the following relatives living outside of the household: aunts, uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law.

11.4 Employees shall be granted three (3) personal days each year, provided requests for personal days are made at least 48 (forty eight) hours in advance of the requested day off. The Library Director will waive the 48 hours advance notice requirement if an emergency situation prevented the notice requirement from being met.

11.5 Miscellaneous:

A. No portion of sick leave shall be credited to annual vacation leave of any employee, but any employee disabled because of sickness or accident may use all or part of vacation leave credited at the time of the disability as sick leave pay, provided that the accident or injury is not compensated under any of the Town's compensation policies.

B. Upon retirement (under the General Laws) or death, an employee or his estate shall receive a day's pay for each three (3) days of the unused portion of accumulated sick leave. Only employees hired prior to July 1, 2008 will be eligible for sick leave buy back.

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

D. An employee who is reinstated or re-employed after an absence of two (2) years or less shall be credited with his or her sick leave credits left at the termination of prior employment.

E. Upon return to work following a sick leave in excess of four (4) consecutive work days, an employee may be required to submit a doctor's certificate verifying the illness and fitness to return to work. The Library Director may require a certificate at any time if abuse of sick leave is evident or suspected.

ARTICLE 12
JURY PAY

The EMPLOYER agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 13
FUNERAL LEAVE

- A. In the event of a death in the immediate family of a member of her spouse, that member may be granted up to three (3) 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.
- B. Bereavement leave may be extended by two (2) additional days for the loss of the employee's spouse, child, or parent with the approval of the Library Director. The additional time will be deducted from either available personal days or accrued vacation time at the employee's discretion.
- C. Bereavement leave days shall be added to the employee's accrued vacation days if the loss of an immediate family member, as defined in paragraph A, occurs during the employee's scheduled vacation.

ARTICLE 14
SALARIES

14.1 Employees shall receive their weekly salaries according to Appendix A. Effective the first full pay period after July 1, 2012 a 2% (two percent) across the board increase. Employees will advance a step on the anniversary date of their employment in a position."

14.2 Employees who are requested by the Library Director to attend meetings after his/her regularly scheduled work hours shall receive compensatory time equal to the length of the meeting and any travel time.

ARTICLE 15
POSTING AND BIDDING

15.1 The Board of Selectmen desire that the Town Employees be given maximum opportunity for advancement in the service. When any municipal position covered by this AGREEMENT becomes vacant, such vacancy shall be posted in a conspicuous place in all departments listing the pay, duties, and qualifications. Employees within the department when the opening exists shall be given first consideration in filling a vacancy.

15.2 When qualified, present employees of the department in which the opening exists shall be given a sixty (60) day trial and training period in the new position. If during the trial period, the Director determines that the employee is not qualified to perform the work, the employee shall be returned to the employee's former position and rate. In any case, the employee shall be restored to the rate in effect prior to the promotion as though the promotion had not been granted.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 Bulletin Board: Announcements shall be posted in conspicuous places where employees enter or leave the premises. The parties to this AGREEMENT, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

16.2 Should any provision of this AGREEMENT contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined in G.L. Ch. 150E, Section 7, the terms of this AGREEMENT shall prevail. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT. If proper notice is given by either party to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law, this AGREEMENT shall not require either party to perform any act in violation of that law, notwithstanding any contrary provision of this AGREEMENT.

16.3 Emergency Leave: Unpaid emergency leave may be granted at the discretion of the Library Director.

16.4 Maternity Leave

A. A full-time female employee who has completed her probationary period, or if there is no such probationary period, has been employed for at least six (6) consecutive months, and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted a maternity leave without pay if her request for such leave is made to the Library Director at least two (2) weeks in advance of the anticipated date of departure. Beyond the above-mentioned maternity leave, additional unpaid leave may be granted upon approval of the Library Director. Such request should be made in writing no less than four (4) weeks before the end of the leave. The Library Director may waive the four (4) week advance notice if emergency circumstances arise.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of the contract to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages. Sick leave may be used for maternity purposes, as defined in Massachusetts General Laws, Chapter 149, Sec. 105D.

16.6 Any employee assuming a senior position for ten (10) or more consecutive working days due to another employee's illness or absence, not including vacation or personal days for this ten (10) day period, shall receive compensation at the higher rate at his/her current step, for each day the senior position is held. The increased amount shall be paid on the next scheduled pay period. In the event of a recurring related condition, the ten (10) day waiting period shall be waived.

16.7 Those members only that are involved directly with setting up new proposals and bargaining for the next contract, or settling grievances, shall be permitted the time during a work day, if necessary, if agreeable with the Library Director. Permission to attend bargaining sessions scheduled during the work day shall be requested a reasonable time in advance of the session; such permission shall not be unreasonably denied.

16.8 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.....\$200.00	48 credit hours.....\$200.00
24 credit hours.....\$200.00	60 credit hours.....\$200.00
36 credit hours.....\$200.00	72 credit hours.....\$200.00
	84 credit hours.....\$200.00

This is to be cumulative for all employees and paid at the employee's anniversary date of employment.

In the event that an employee reaches a new level of credits during a Fiscal Year, and that their anniversary date has passed, payment for the new level of credits will be made upon completion of the course work.

16.9 All part-time employees shall receive sick day, vacation and holiday benefits in accordance with Article 10.2 B.

16.10 A part-time employee presently enrolled in the Town's group insurance plan will not lose coverage in the event the employee works 20 hours for 42 weeks but less than 20 hours for 10 weeks of each fiscal year.

16.11 The Town will print and distribute copies of the collective bargaining agreement to all current and newly hired employees.

16.12 Educational Development Reimbursement: Employees shall receive reimbursement of tuition, books, materials as specifically required in the curriculum and/or syllabus, and fees up to five-hundred (500) dollars annually for the cost of work-related educational enrichment approved by the Director.

A course for credit will require a grade of B or better for reimbursement.

Non-credit work-related enrichment requires evidence of attendance, completion of required work and related receipts for reimbursement.

In the event that work-related activities commence during the employee's work hours, the employee shall receive his/her regular hourly rate for his/her participation.

16.13 Sunday Library Hours. The Trustees will have the discretion to have Sunday Library hours. A minimum of three employees shall staff the Library during Sunday hours and at least one will be a regular Library employee who will work a Sunday shift of no more than 4.5 hours. Sunday work will be

voluntary ~~and~~ for regular employees hired prior to July 1, 2012. Sunday work will be above and beyond the regular work week for regular Library employees. All regular employees hired on or after July 1, 2012 will be required to work at least 1 Sunday per month and Sunday hours will be rotated among the regular staff. The hours worked will be in addition to the regular employee's regular hours and the pay will be 1.5 times that employee's hourly rate. Unfilled shifts may be filled by personnel hired only to work Sundays ("Sunday only staff"), who will be paid an hourly rate determined by the Trustees, but not to exceed Step 1 of Grade 9 of the Library Contract.

Sunday hours do not count in calculation for determining the accrual of sick and vacation time.

ARTICLE 17
THE EMPLOYER'S RIGHTS

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

ARTICLE 18
EFFECTIVE DATE

18.1 Unless otherwise agreed to in a Memorandum of Agreement between the parties, changes to non-economic provisions are effective upon the signing of the successor Agreement.

18.2 Any matter affecting the Town budget shall be subject to approval by Town Meeting action.

ARTICLE 19
REDUCTION IN WORK FORCE

19.1 Town Rights

A. The Town reserves and retains the right to determine the level of services and staffing needs of the various departments.

B. The Town reserves and retains the right to layoff its employees for lack of work or reasons of economy.

19.2 Criteria: In the event the Town determines to reduce the work force through layoffs of bargaining unit personnel, the following criteria will be considered in determining selection of employees: 1. seniority, as defined in Section 3; and 2. overall skill and ability, as determined by the Department Head.

19.3 Seniority: Seniority shall be based on classification. In the event of two or more employees in the same classification, seniority will be based on years of service.

19.4 Recall:

A. Employees may be recalled to work in accordance with the criteria set forth in Section 2, for a period of up to two (2) years.

B. Employees contacted in writing by the Town who fail to accept the position available, within ten (10) days, shall be eliminated from the recall listing.

C. Employees will be reinstated with all accrued benefits intact up to the time of their layoff.

ARTICLE 20
TERMINATION

20.1 This AGREEMENT will remain in effect until June 30, 2013. In the event that the Town voluntarily agrees to provide any Town side bargaining unit with a more generous salary increase in FY13, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric department constitutes a Town side bargaining unit for the provisions of this section.

At that time either party may terminate this AGREEMENT provided such termination is transmitted through the registered U.S. Mails to the responsible signatories to the AGREEMENT. In no case may a termination notice be sent less than one hundred fifty (150) days prior to the termination date herein agreed.

20.2 Renewal: Should neither party to this AGREEMENT send a notice of termination as described in Section 1, this AGREEMENT will be considered to have been automatically renewed for another calendar year.

ARTICLE 21
HEALTH INSURANCE

A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. 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.

B. The April, 2012 Memorandum of Agreement By and Between The Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. ("PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

ARTICLE 22
FLEXIBLE SPENDING ACCOUNT

22.1 The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dental care.

This AGREEMENT entered into this _____ day of _____, 2012.

FOR THE TOWN OF MIDDLEBOROUGH

MIDDLEBORO LIBRARY STAFF
ASSOCIATION, LOCAL 4928, MLSA,
AFT MASSACHUSETTS, AFL-CIO

Alfred P. Rullo

Allin Frawley

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

[Handwritten Signature]

[Handwritten Signature]

Appendix "A" - Wage Schedule

Grade 10	
Step 1 Weekly	818.34
hourly	22.5750
Annual	42553.85
Step 2 Weekly	861.42
hourly	23.7634
Annual	44794.00
Step 3 Weekly	906.78
hourly	25.0145
Annual	47152.30
Step 4 Weekly	954.49
hourly	26.3308
Annual	49633.56
Step 5 Weekly	1002.22
hourly	27.6474
Annual	52115.42
Step 6 Weekly	1052.31
hourly	29.0293
Annual	54720.23
Step 7 Weekly	1104.93
hourly	30.4808
Annual	57456.39
new step 8 Weekly	1160.18
hourly	32.0049
Annual	60329.21
new step 9 Weekly	1218.18
Annual	63345.67
Grade 9	
Step 1 Weekly	743.95
hourly	21.1049
Annual	38685.32
Step 2 Weekly	783.11
hourly	21.6029
Annual	40721.54
Step 3 Weekly	824.34
hourly	22.7405
Annual	42865.73
Step 4 Weekly	867.72
hourly	23.9371
Annual	45121.47
Step 5 Weekly	911.11
hourly	25.1341
Annual	47377.82
Step 6 Weekly	956.65

hourly	26.3903
Annual	49745.72
Step 7 Weekly	1004.48
hourly	27.7098
Annual	52232.97
Step 8 Weekly	1054.71
hourly	29.0955
Annual	54844.62
Step 9 Weekly	1107.45
hourly	30.5502
Annual	57586.85
Grade 8 - Not Currently Used	
Step 1	675.23
Step 2	708.65
Step 3	721.01
Step 4	778.62
Step 5	815.74
Step 6	855.94
Step 7	896.19
Step 8	941.00
Step 9	988.05
Grade 7	
Step 1 Weekly	557.51
Hourly	15.3796
Step 2 Weekly	585.49
Hourly	16.1515
Step 3 Weekly	612.13
Hourly	16.8862
Step 4 Weekly	648.63
Hourly	17.8933
Step 5 Weekly	675.23
Hourly	18.6270
Step 6 Weekly	708.04
Hourly	19.5322
Step 7 Weekly	740.83
Hourly	20.4368
Step 8 Weekly	777.87
Hourly	21.4586
Step 9 Weekly	816.77
Hourly	22.5316
Grade 6	
Step 1 Weekly	506.30
Hourly	13.9669
Step 2 Weekly	532.27

Hourly	14.6834
Step 3 Weekly	557.02
Hourly	15.3659
Step 4 Weekly	590.44
Hourly	16.2880
Step 5 Weely	612.73
Hourly	16.9028
Step 6 Weekly	643.06
Hourly	17.7396
Step 7 Weekly	674.62
Hourly	18.6101
Step 8 Weekly	708.35
Hourly	19.5406
Step 9 Weekly	743.78
Hourly	20.5177
Custodian	
Step 1 Weekly	460.48
Hourly	12.7028
Step 2 Weekly	483.37
Hourly	13.3344
Step 3 Weekly	506.30
Hourly	13.9669
Step 4 Weekly	536.00
Hourly	14.7862
Step 5 Weekly	557.02
Hourly	15.3659
Step 6 Weekly	585.49
Hourly	16.1515
Step 7 Weekly	612.13
Hourly	16.8862
Step 8 Weekly	642.73
Hourly	17.7305
Step 9 Weekly	674.87
Hourly	18.6171

AGREEMENT
BETWEEN
THE
TOWN OF MIDDLEBOROUGH
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME, LOCAL 1700
Clerical and Council on Aging Employees
Effective: July 1, 2012
Expires: June 30, 2013

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AGREEMENT
BETWEEN
THE
TOWN OF MIDDLEBOROUGH
AND
AFSCME, AFL-CIO, LOCAL 1700

This agreement entered into by the Town of Middleborough and the AFSCME, Local 1700 has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment for all employees covered by this contract.

ARTICLE I - Definitions

Section 1. Temporary Clerk - A clerk employed on a temporary basis by the Town. A temporary clerk will be paid under the wage schedule in the contract, but is not entitled to any other benefits or protections of the contract. Any clerk initially employed on a temporary basis but who works in the position twenty (20) or more hours per week for more than six consecutive months shall become a permanent employee. Following the completion of the six month period, the six months will be credited as service time in determining the employee's benefits or protections under this Agreement.

Section 2. Emergency Situations - When the Town Hall is closed by any member of the Board of Selectmen due to , but not limited to, wide spread natural occurrences such as snowstorms, hurricanes, tornadoes, floods, etc., which affect the general area, all employees shall be allowed to leave their place of employment. However, employees may be required to stay at work for the time necessary to complete functions essential to the proper closing and securing of the Department/facility including without limitation, the transporting of persons using the facilities and services of the Council on Aging. To ensure safety for passengers and drivers while still serving the needs of the elderly community, in the event of the Town of Middleborough Public Schools closing, Council on Aging transportation will also be cancelled. The employees will be required to report to work and will be assigned duties consistent with their physical ability.

Announcement of cancellation will be made publicly by the school-closing list on television.

Section 3. Continuous Seniority - Length of employment within the bargaining unit.

Section 4. Permanent Part Time Clerk - A Permanent Part Time Clerk will work no less than twenty (20) hours per week and no more than thirty-six (36) hours per week. They will be paid in accordance with the wage schedule set forth in the Agreement. Benefits set forth in this Agreement shall be pro-rated for permanent part-time clerks based on the average number of hours worked per day in a typical work week. Employees regularly scheduled to work less than an average of 7.25 hours per day and/or 36.25 hours per week will be considered part time. Benefits set forth in this Agreement shall be pro-rated for employees working less than full time based on the number of hours in a regular work week compared to 36.25 hours. For example, four hours will equal one sick "day", one vacation day or one personal day for an employee who is regularly scheduled to work 20 hours per week. (The formula is $20 \text{ divided by } 36.25 \text{ times } 7.25 = 4 \text{ hours}$. Under this formula, the monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 "days" per month). Council on Aging employees regularly scheduled to work less than an average of 8 hours per day and 40 hours per week will be considered part time. Benefits set forth in this Agreement shall be pro-rated for such COA employees based on the number of hours in a regular work week compared to 40 hours. For example, four hours will equal one sick "day", one vacation day or one personal day for an employee who is regularly scheduled to work 20 hours per week. (The formula is $20 \text{ divided by } 40 \text{ times } 8.00 = 4 \text{ hours}$. Example: The monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 "days" per month). Part-time employees will be entitled to holiday pay for the hours the employee was scheduled to work when the holiday falls on the employee's regularly scheduled day. Longevity payments will not be pro-rated.

Section 5. For new Council on Aging employees, there shall be a six-month probationary period during which no protections or benefits of the Contract shall apply except the wage schedule and health insurance, if required by law

Section 6. The Council on Aging retains the right to hire employees to work less than twenty (20) hours per week and to seek and accept the services of volunteers. Any COA employee regularly assigned to work less than 20 hours per week shall not be part of the bargaining unit.

Article II
Recognition

Section 1. The Employer recognizes the A.F.S.C.M.E. Council 93, Local 1700 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for

a) All full-time and regular part-time employees employed by the Town of Middleborough's Council on Aging in the following positions: Receptionist/Dispatcher, Health coordinator, Social Daycare Director, Social Day Care Activity Director, Head Cook, Assistants to the Cook, Recreation Director, Bus Driver, Custodians, Activity Assistants and Kitchen Assistants.

b) All clerical employees employed by the Town of Middleborough in the following departments: Assessors Office, Building Department, Clerk and Accountant's Office, Department of Public Works, Fire Department, Health Department, Planning Board, Police Department, Treasurer's and Collector's Office, Veterans' Office, Zoning Board of Appeals, Town Manager's Office and any other department, now or in the future, requiring clerical personnel, excluding all other positions, including but not limited to administrative assistants, the Assistant Assessor, all employees of the School Department and the Middleborough Gas and Electric Department, the Executive Director, Assistant to the Executive Director and any grant-funded employees of the Council on Aging and all managerial, confidential, temporary and casual employees

Section 2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3. Nothing contained herein shall abrogate the right of the Town to engage counsel or otherwise attempt to change laws pertaining to collective bargaining.

ARTICLE III
Dues Collection

Section 1. The Employer agrees that they will deduct Union dues or Agency Service Fees from the salary of each employee in the unit. Such deductions shall be made four (4) times per month in equal amounts.

Section 2. The accumulated deductions shall be submitted monthly by the Employer to the Treasurer of the Union along with a list of employees who have had said dues or Agency Service Fees deducted.

Section 3. Agency Service Fees will be paid to the Union by all employees who are covered by this contract but elect not to be in the Union.

Section 4. The Town will endeavor to notify the Union Steward of any new employees hired to fill bargaining unit positions.

ARTICLE IV
Agency Service Fees

The Board of Selectmen herewith adopts the provisions of Chapter 150E, Section 9 as regarding an Agency Service Fee, provided however, that the Union shall comply with all regulations required by the Town Treasurer or other Accounting Personnel with authorizations and certifications as required by Law.

Any present or future Employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

In consideration of the Town's entering into this Collective Bargaining Agreement, including this article, the Union hereby agrees to indemnify the Town to hold it harmless from any and all claims, liabilities or cost of the Town which arise out of entering into or enforcement of said provisions or which arise out of the payroll deductions of Agency Service Fees.

ARTICLE V.
Discrimination and Coercion

Section 1. There shall be no discrimination by agents of the Employer against any Employee because of his or her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of this Agreement.

Section 2. In instances where assignments were given which may have been in violation of this contract, the work will be carried out and the grievance procedure subsequently followed.

Section 3. Whenever a question of discrimination or coercion arises, such question shall be received through the grievance procedure as established in this Agreement.

ARTICLE VI
Grievance and Arbitration Procedure

Clerical Unit Employees

Section 1. A grievance shall be defined as a dispute over the application, meaning or interpretation of an express provision of this Agreement.

STEP 1: The Union Steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute with the head of the department in which the aggrieved employee works within five (5) working days of when the employee knew or should have known of the incident giving rise to the grievance. The Department Head concerned shall respond in writing to the grievance within five (5) working days of the date it was presented to him/her.

STEP 2: If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Town Manager within five(5) working days of the receipt of the decision of the Department Head. The Town Manager shall discuss the matter with all parties concerned and render a decision in writing within five (5) working days after the matter was presented to him.

STEP 3_: If the employee or the Union is further aggrieved, the matter may be appealed in writing to the Board of Selectmen within five (5) working days of the date the decision was received from the Town Manager. The Board of Selectmen shall review the matter at its next regularly scheduled meeting and make a decision in writing within two (2) weeks of such review.

STEP 4: 1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may request arbitration within fifteen (15) days after the decision by the Board of Selectmen. The Services of the Board of Conciliation and Arbitration shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this agreement as provided in Chapter 150E of the General Laws as amended.

2. The decision of the arbitrator shall be final and binding on all parties.

3. Any decision which requires the payment of monies shall not be acted upon until the necessary budgetary action is taken at the next Town Meeting or Special Town Meeting and shall be subject to budget approval in compliance with the law.

4. The Decision of the arbitrator shall not violate any by-law, policy, rule or regulation of the Town, or any federal or state law or regulation. In the event of a conflict between the provisions of this Agreement and any Town by-law, policy, rule or regulation of the Town or any federal or state law or regulation, the provisions of this agreement shall prevail to the extent allowed by law.

5. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at no cost and to the arbitrator.

6. Any grievance concerning disciplinary action resulting in the loss of pay or voluntary time shall begin at the second step of this procedure.

Section 2. The time lines set forth in the grievance procedure can be extended by mutual agreement. Failure of the Union to meet the time lines shall mean that the grievance is waived. Failure of the Town to meet the time lines shall mean that the Union may proceed to the next step in the grievance procedure.

Council on Aging Employees

Section 1. A grievance shall be defined as a dispute over the application, meaning or interpretation of an express provision of the Agreement.

STEP 1: The Union Steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute with the Executive Director of the Council on Aging, within five (5) working days of when the employee knew or should have known of the incident giving rise to the grievance. The Executive Director shall respond in writing to the grievance within five (5) working days of the date it was presented to him/her.

STEP 2: If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Council on Aging Board of Directors within five (5) working days of the receipt of the decision of the Executive Director. The Council on Aging Board of Directors shall discuss the matter with all the parties concerned and render a decision in writing within five (5) working days after the matter was presented to the Board of Directors.

STEP 3: If the employee or the Union is further aggrieved, the matter shall be appealed in writing to the Board of Selectmen within five (5) working days of the date the decision was received from the Council on Aging Board of Directors. The Board of Selectmen shall review the matter at its next regularly scheduled meeting and make a decision in writing within two (2) weeks of such a review.

STEP 4:

1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may request arbitration within fifteen (15) days after the decision by the Board of Selectmen. The services of the Board of Conciliation and Arbitration shall be utilized for the purposes of arbitration of disputes over interpretation or application of the terms of this agreement as provided in Chapter 150E of the General Laws as amended.
2. The decision of the arbitrator shall be final and binding on all parties.
3. Any decision which requires the payment of monies shall not be acted upon until the necessary budgetary action is taken at the next Town Meeting or Special Town Meeting and shall be subject to budget approval in compliance with the law.
4. The decision of the arbitrator shall not violate any by-law, policy, rule or regulation of the Town, or any federal or state law or regulation. In the event of a conflict between provisions of this agreement and any by-law, policy, rule or regulation of the Town or any federal or state law or regulation, the provisions of this agreement shall prevail to the extent allowed by law.
5. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at no cost and to the arbitrator.
6. Any grievance concerning disciplinary action resulting in the loss of pay or voluntary time shall begin at the second step of this procedure.

Section 2: The time lines set forth in the grievance procedure can be extended by mutual agreement. Failure of the Union to meet the time lines shall mean that the grievance is waived. Failure of the Town to meet the time lines shall mean that the Union may proceed to the next step in the grievance procedure.

ARTICLE VII
Public Employment

Section 1. The Employer and the Union shall recognize and adhere to all State Labor laws, rules and regulations, subject to the terms of this Agreement. To the extent allowed by law, the provisions of this Agreement will supersede said laws, rules and regulations.

Section 2. After an employee has been in the employ of the Employer for a period of six (6) months, no employee in the unit shall be discharged, suspended, lowered in rank or compensation without the employee's consent, unless there is just cause presented at a hearing where an employee may be represented by the Union or private counsel. Such reasons will be given to the employee in writing, at least five (5) working days prior to the hearing. However, if the Employer or its designee determines that an emergency situation exists, it may suspend an employee immediately without pay and provide the written reasons at the hearing following the suspension. Emergency situations shall include but not be limited to acts of violence, acts commonly considered to be of a criminal nature, acts placing at risk the safety and/or property of other employees or the public.

ARTICLE VIII
Seniority

Section 1. In all cases in which the employer promotes employees within the bargaining unit from a list of eligible employees for promotion the principle of seniority shall govern provided that all other factors related to qualifications and job performance evaluations are equal.

Section 2. When at any time an opening for promotional advancement occurs within the Department, the Department shall post a notice for employees of said opening (with a copy to the Steward) at least ten (10) working days prior to any action to fill such opening. A copy of the notice with the signature of the employees wishing to be considered for the position thereon shall be submitted to the Union Steward within two (2) working days after the closing date for applications.

Section 3. When there is a position to be filled temporarily, the selection of any employee to perform temporary service in such higher position shall be made on the basis that when all qualifications and ability are relatively equal, seniority shall be the determining factor. If the senior employee is not selected to fill the position, the appointing authority shall submit reasons to the Union, in writing, why such senior employee was not selected. In making appointments to any vacant position within the bargaining unit the appointing authority agrees not to exercise its judgement arbitrarily, capriciously or unreasonably.

Section 4. When an appointing authority makes a permanent or provisional appointment, to fill a vacancy, the assignment of the new appointed employee shall be made only after the vacancy has been posted for ten (10) working days. Nothing herein shall be construed to limit the Department head from making temporary or lateral transfers of employees within a classification. No lateral transfers of an employee on a permanent basis shall be permitted which serves to defeat the purpose of this provision.

ARTICLE IX
Hours of Work

Section 1. The regular days of work each week for clerical employees shall be consecutive Monday through Friday and the hours of work each day shall be consecutive. The lunch period shall be for one (1) hour duration.

Section 2. Regular workday: Workdays shall be 8:45 A.M. to 5:00 P.M. with one (1) hour for lunch for clerical employees, EXCEPT those employees who work staggered shifts will continue as previously agreed.

Section 3. Scheduling: In the discretion of employer, permanent working hours may be changed within the department if required to meet the needs of the Department and/or the needs of the public. The Employer shall give the Union at least two weeks advanced notice of the change and an opportunity to discuss the change before implementing it. If working hours are changed to include evening hours for the Town Hall, any overtime provisions in the contract related to working evening hours shall not apply.

Section 4. Each clerical employee shall have two (2) fifteen (15) minute breaks each day - one (1) in the morning and one (1) in the afternoon. This is in addition to the one (1) hour lunch break. The fifteen (15) minute breaks shall be scheduled by the Department Head or designee. Priority shall be given to those employees having

the most seniority within the Department in choice of available lunch hours and shall not be arbitrarily changed without consent of all persons involved.

Section 5. Each employee shall be given a regular starting and quitting time. Additional working hours may be assigned by due and adequate notice of at least two (2) working days. The department head may extend the workday by two hours for operational necessity without the two-day notice. Hours cannot be changed for purposes of circumventing the overtime provisions of this Agreement. Any changes in hours will be subject to the provisions of Article VI.

Section 6. Clerical employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular hourly rate for work in excess of seven and one-quarter (7 1/4) hours in one (1) day or after 7:00 P.M. or for any such work required on Saturday. Any employee required to work on Sunday will be paid at the rate of two (2) times their regular hourly rate.

Section 7. All temporary full-time and temporary part-time employees will have a specific starting and ending date.

Section 8. Persons required to work in an emergency situation who are covered under this Agreement shall be compensated at the rate of two (2) times their regular hourly rate for those hours worked, but in no case shall this be less than an amount equal to two (2) hours work at the above rate.

Section 9. The work day for Council on Aging employees may be scheduled any time between 6:00 A.M. to 6:00 P.M. and 6:00 P.M. through and 11:00 P.M., Monday through Friday, Saturday and Sunday hours may be scheduled between 6:00 A.M. through 9:00 P.M. Council on Aging employees shall be paid overtime at the rate of one and one half (1 ½) times their regularly hourly rate for work in excess of 40 hours per week. If an employee is required to work a Saturday or a Sunday and it is not their scheduled work time the employee will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for all hours worked. Employees who work on a Sunday as the result of a facility rental will be paid at a rate of two (2) times their regular hourly rate for all hours worked.

Council on Aging employees shall be provided with a one hour unpaid lunch to be scheduled by the Executive Director or his designee.

Full-time Council on Aging employees shall have two (2) fifteen (15) minute breaks each day - one (1) in the morning and one (1) in the afternoon. Part-time Council on Aging employees shall have one

fifteen (15) minute break. Breaks shall be scheduled by the immediate supervisor or the Executive Director's designee.

In the discretion of the Department Head when a COA employee's regular duties are completed prior to the end of a work shift, the Department Head may assign other duties to the employee to fill the remainder of the shift, provided that such assignment does not displace another COA employee and the employee maintains his/her regular rate of pay.

Section 10. Call Back for COA Employees only

An employee who has left the Council on Aging after having completed their regular tour of duty and is called back to the workplace to respond to an alarm or some other type of emergency, shall receive a minimum of two (2) hours pay at their regular overtime rate.

The Director shall maintain a rotating list of employees who are available to respond for emergency purposes. The list will be in seniority order and the overtime shall be distributed as equitably and impartially as practicable amongst the employees on the list.

ARTICLE X
Union Representatives

Section 1. A written list of Union Stewards shall be furnished to the Employer (Board of Selectmen) annually on January 1st, or immediately after their designation and the Union shall notify the Employer of any changes.

Section 2. The Employer agrees to permit a Union Representative to be present at all hearings and meetings concerning disciplinary action against a unit member. If the hearing or meeting takes place during the work day, the Union representative shall be allowed time off with pay. Whenever possible, advance notification of the need for Union representatives to be present at such meetings and hearings should be submitted to the Department Head. Such notice shall include sufficient information to show that this section applies and the location of the hearing or meeting. No employee shall be refused union representation in matters involving discipline or job performance.

Section 3. A maximum of two (2) Union representatives from the clerical employees and two (2) union representatives from the Council on Aging employees who are members of the union's bargaining team shall be permitted time off during the work day with pay for

contract negotiations if such negotiations take place during the work day.

Section 4. Permission to attend bargaining sessions scheduled during the workday shall be requested at a reasonable time in advance of the session; such permission shall not be unreasonably denied.

ARTICLE XI
Holidays

Section 1. The following days shall be considered to be paid holidays:

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

Section 2. Holiday pay shall be one (1) day's pay at straight time rate.

Section 3. If a holiday occurs within an employee's vacation period, they shall receive an additional day's vacation with pay.

Section 4. If a holiday falls on a Sunday, all full-time employees will have the following Monday off with pay. Any holiday which may fall on a Saturday will be observed on the previous Friday.

Section 5. All part-time employees will be awarded those holidays with pay that fall on the employee's regular workday in proportion to the number of hours worked as compared to a full-time employee.

Section 6. On the working days preceding Christmas and New Year's Day, all clerical employees shall be required to work only four and one-quarter (4 1/4) hours with no lunch. This shall not apply to Council on Aging employees. However, to the extent that their services are not needed, as determined by the Executive Director, employees of the Council on Aging will be allowed to leave work at 2:00 P.M. on the working days preceding Christmas and New Year's Day.

Section 7. Any employees required to work on a holiday shall receive their regular holiday pay and an amount equal to one and one-half (1 1/2) times their regular hourly rate for all hours

worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate.

Section 8. A Council on Aging employee who uses a sick day on the regularly scheduled work day immediately preceding or following a paid holiday shall not be entitled to the pay for that holiday, unless the illness is documented to the satisfaction of the Council on Aging Executive Director.

ARTICLE XII
Vacations

Section 1. Each employee shall be credited with vacation pay at the completion of the following:

30 weeks but less than 5 years	10 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years but less than 15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years	25 days

Section 2. An employee who is reinstated after an absence of two (2) years or less shall have prior employment included in determining their continuous employment for vacation purposes.

Section 3. In the event of a conflict in vacation preference, length of continuous employment as a full-time employee in the bargaining unit shall determine choice of vacation time for full-time employees within a department, and length of continuous employment as a part-time employee in the bargaining unit shall determine choice of vacation time for part-time employees within a department. When there is a conflict between a full-time and a part-time employee within the same department, length of continuous employment shall determine choice of vacation time.

Section 4. An employee shall be permitted to carry over up to seven (7) days of vacation time from the year immediately preceding into the following year provided that a written notice be given to the Department Head at least two (2) weeks prior to the end of the calendar year.

An employee may carry over five (5) additional days of vacation if the employer, due to operational necessity, denied the employee vacation.

In no event shall the employee carry over more than twelve (12) days of vacation and all carry-over must be taken prior to the end of the fiscal year.

ARTICLE XIII
Sick Leave

Section 1. USE/ENFORCEMENT OF SICK LEAVE - Sick leave is to be used only for illness or disability that it not job related which incapacitates the employee from performing his/her work duties. The Town retains its right to take steps, including but not limited to those set forth in this article, to insure sick leave is not abused. An employee who abuses sick leave, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to 1) multiple single day absences, or 2) absences on days before and/or after days off.

Section 2. ACCRUAL - Each full-time employee shall be granted eighteen (18) sick days per year, which shall accrue at the rate of one and one-half (1 ½) days for each calendar month of actual employment. Accrual will fall on employee's anniversary date each month. All part-time employees shall be granted sick leave credits in the same proportion that their part-time employment bears to full-time employment.

Section 3. ACCUMULATION - Sick leave may be accumulated to a maximum of two hundred and seventy-five (275) days.

Section 4. FAMILY SICKNESS - Subject to Department Head approval an employee may be granted up to six (6) working days in a calendar year, for immediate family illness. Immediate family is defined as spouse, child or parent. Request for leave may not be arbitrarily denied. Requests for such leave shall be made as much in advance as reasonably possible.

Section 5.

a. Sick Leave Buyback/Three Year Pay Increase. Employees hired prior to May 16, 2005 are eligible for a pay increase under the conditions described in Section b or, in the alternative, sick leave buyback as described in section c.

b. Three Year Pay Increase. Employees who have completed a minimum of ten (10) continuous years of service with the Town, shall be entitled to a one-time five percent (5%) increase to base salary only for a period of up to three continuous fiscal years. An employee wanting the increase must notify the Town at least 12 months in advance of when the increase is to take effect. At this time, the employee's base salary shall be increased by five percent (5%). After the three years, the base salary will revert back to the appropriate step in the salary schedule, i.e., without the alternative pay increase. The employee shall also be entitled to all negotiated contractual raises and step increases during this time period.

c. Sick Leave Buyback. Employees who have completed a minimum of ten (10) continuous years of service with the Town and who have not previously notified the Town that they want the Three Year Pay Increase, shall be paid a day's pay for the unused portion of the employee's accumulated sick leave, up to a maximum of seventy-five (75) days' pay upon their retirement under Massachusetts General Laws. The Town will make the payment to the estate of an employee who has died after completing a minimum of ten (10) continuous years of service.

Section 6. An employee who is reinstated or re-employed after an absence of two (2) years or less shall be credited with his or her sick leave credits left at the termination of prior employment.

Section 7. When an employee returns to work from three (3) or more consecutive work days out sick, or at any time the Department Head has reason to believe that sick leave is being abused, the Department Head may require the employee to submit a doctor's certificate. The certificate shall be satisfactory to the Department Head and shall include verification of the illness, that the illness was disabling and/or that the employee is fit to return to work. The Department Head may also require the employee to see the Town's physician for an evaluation with respect to the claimed illness. The evaluation shall be at the Town's expense, at no loss of time or pay to the employee. At the Department Head's request, the employee will release to the Town and its agents all relevant medical records and reports requested by the Town to assist in determination of the employee's eligibility for sick leave and/or fitness to return to work.

Section 8. Sick leave may also be used for work related injuries only in accordance with the provisions and requirements established by General Laws Chapter 152, Section 69.

ARTICLE XIV
Personal Days

Section 1. Each employee shall be allotted four (4) personal days to commence on July 1st of each year, not to be deducted from sick leave. Employees working less than one (1) year shall receive one (1) day for each ninety (90) days worked.

Section 2. The dates of personal days shall be at the option of the employee, but subject to the needs of the Department. Ordinarily, personal days shall be requested forty-eight (48) hours in advance from the Department Head; less notice may be accepted at the discretion of the Department Head in cases of emergency.

ARTICLE XV
Use of Available Time

Section 1. Provided it does not affect the ability of the Department to provide services, any employee shall be allowed to use their personal, sick or any voluntary time in the smallest increments possible, but not less than one (1) hour in one (1) day. Vacation time shall be allowed in the smallest increments possible, but not less than one half (1/2) day. Any voluntary time may be taken in conjunction with any other voluntary time.

Section 2. No portion of sick leave shall be credited to annual vacation leave of any employee, but an employee disabled because of sickness or accident may use all or part of vacation leave credited at the time of the disability as sick leave pay, provided that the accident or injury is not compensated under any of the Town's compensation policies.

Section 3. Any sick or vacation leave credited at the time of the disability may be used to make up the difference between workman's compensation and the employee's base wages.

ARTICLE XVI
Maternity Leave

Section 1. A female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted maternity leave without pay if her request for such leave is made to the Department Head at least two (2) weeks in advance of the anticipated date of departure.

Section 2. At the expiration of the maternity leave, an employee will be restored to her previous position or similar position with the same status, pay and length of employment credits as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to the employees of equal length of employment in the same or similar position in the department.

Section 3. Notwithstanding any other provision of the contract to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages.

Section 4 The Town will pay for health insurance benefits to individuals on maternity leave provided they exhaust their sick leave, vacation leave, personal days, compensatory time and obtain a letter from their physician stating that they are unable to return to work within the eight week period of maternity leave.

ARTICLE XVII
Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XVIII
Funeral Leave

Employees shall be granted five (5) days of leave without loss of pay for a death in the immediate family of the Employee or the Employee's spouse. Immediate family is defined as: spouse, children, step-children, mother, step-mother, father, step-father, sisters, step-sisters, brothers, step-brothers, mother and father-in-law, domestic partner/significant other living in the same household, or other members of the immediate household who reside with the employee

Employees shall be granted three (3) days of leave without loss of pay for the death of the following relatives: grandparents, spouse's grandparents, grandchildren, aunts, uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law.

ARTICLE XIX
Salaries

Section 1. Salary Increases for Clerical Unit Employees.

The following shall apply to all regular full-time and part-time employees in the bargaining unit that are employed by the Town of Middleborough in the Clerical Unit.

Effective the first full pay period after July 1, 2012, the wage schedule will be increased by 2% (two percent).

- A. Employees hired on July 1, 2004 or before shall effective July 1, 2004, move to the appropriate salary chart in Appendix A at the same step that they were at as of June 30, 2004. July 1st will be their new anniversary date and they will be eligible for annual step raises each and every July 1st until the maximum step is attained.
- B. Employees hired after July 1, 2004, shall maintain their date of hire as their anniversary date for the purpose of receiving step raises. They will be eligible for an annual step raise each and every year on their anniversary date until the maximum step is attained.
- C. For Clerical employees hired prior to May 16, 2005, the weekly salary rates reflected on the Salary Charts in Appendix A, shall be based on a thirty-six and as quarter (36.25) hour workweek.
- D. For Clerical employees hired after May 16, 2005, the weekly salary rates reflected on the Salary Charts in Appendix A, shall be based on a forty (40) hour workweek.

Section 2. Salary Increases for Council on Aging Employees

- A. Employees hired on July 1, 2004 or before shall effective July 1, 2004, move to the appropriate salary chart in Appendix A at the same step that they were at as of June 30, 2004. July 1st will be their new anniversary date and they will be eligible for annual step raises each and every July 1st until the maximum step is attained.
- B. Employees hired after July 1, 2004, shall maintain their date of hire as their anniversary date for the purpose of receiving step raises. They will be eligible for an annual

step raise each and every year on their anniversary date until the maximum step is attained.

Section 3. Any matter affecting the Town Budget shall be subject to approval by Town Meeting action.

Section 4. When advancing in classification, clerical employees will maintain their current step.

ARTICLE XX
Education

Section 1. Any continuing education, when approved by the Department Head and the Board of selectmen, shall be reimbursable to the employee including tuition, book and lab fees, travel and meals, if applicable.

Section 2. Employees shall be given an opportunity to maintain job skills. It is management's intention to provide an opportunity for employee advancement and to meet the changing needs of the department.

ARTICLE XXI
Health and Welfare

A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium. 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.

B. The April, 2012 Memorandum of Agreement By and Between the Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. ("PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

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

It is agreed that should any substantial changes occur in the statutes affecting health and welfare plans, the Town will bargain the changes with the Union to the extent required by law.

ARTICLE XXII
Posting and Bidding

Section 1. The Board of Selectmen desire that the Town employees be given maximum opportunity for advancement. When any municipal position covered by this Agreement becomes vacant, such vacancy shall be posted in a designated area in all departments listing the pay, duties and qualifications. Qualified employees within the department, when the opening exists, shall be given first consideration in filling a vacancy.

Section 2. When qualified, clerical employees shall be given a ten (10) working days trial and training period. Council on Aging

employees will be given up to a six-month trial and training period in the new position. If during the trial and training period, the Department Head determines that the employee is not satisfactorily performing the work, the employee shall be returned to the employee's former position and rate.

Section 3. Postings will have a date of posting and a date of closing which will cover a time period of no less than ten (10) working days.

ARTICLE XXIII
Miscellaneous Provisions

Section 1. BULLETIN BOARD - Announcements for employees shall be posted in designated places where employees enter or leave the premises. The parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 2. Should any provisions of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If proper notice is given by either party to the desirability of amending, modifying or changing such benefits, privilege or working condition, it shall be subject to negotiation between the parties. Should any provision of this Agreement be found to be in violation of any Federal or State Law, this Agreement shall not require either party to perform any act in violation of that law, notwithstanding any contrary provision of this Agreement.

Section 3. NO DISCRIMINATION - The parties to this Agreement agree that they shall not discriminate against any person because of race, sex, creed, handicap status, age or political affiliation.

Section 4. Emergency leave is to be granted in extraordinary circumstances subject to the approval of the Department Head or Board of Selectmen.

Section 5. Any clerk assuming a senior position for fifteen (15) or more consecutive working days due to another employee's illness or unscheduled absence shall receive compensation at the higher rate beginning with the fifteenth (15th) day subject to Town Meeting appropriation.

Section 6. If an employee requests it, compensatory time off may be given at the discretion of the Department Head at the rate of time and one-half (One and a half hours off for each hour worked) for all hours worked over the regular shift. The maximum amount of compensatory time that any clerical employee may have accumulated at any time during the year is 48 hours. Compensatory time must be taken within the fiscal year it was accumulated. If the employee is prevented from using the compensatory time in the year in which it was accumulated, the employee will be paid for the time.

Section 7. Except for the commercial driver's license, which shall be the driver's obligation, the Council on Aging agrees to pay the additional cost of any special drivers' licenses required of its drivers. The Council on Aging agrees to pay for the cost of any training required of its employees such as CPR training. If an employee is required to attend training outside of working hours, the employee will be compensated at straight time. The COA will have the option of providing the compensation by payment or compensatory time.

Section 8. The Council on Aging will provide drivers and custodians with uniforms, consisting of a shirt, pants and a jacket. The uniforms must be worn during working hours. In the discretion of the COA Executive Director, after he investigates the availability and cost, the COA may provide the drivers with a heavier jacket for the winter months.

Section 9. Effective January 1, 1996, the Town of Middleborough's Drug and Alcohol Testing Program implemented in the Department of Public Works will also apply to Council on Aging drivers who operate a commercial motor vehicle for the COA and/or are subject to the commercial driver's license requirement under State or Federal Law.

Section 10. Once a year, in May, the Council on Aging will provide each COA employee with a written accounting of the employees accumulated vacation, sick leave, personal days and compensatory time.

Section 11. Once a year, during January, the Council on Aging Executive Director will provide the Union with an updated seniority list of COA employees.

ARTICLE XXIV
The Employer's Rights

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

ARTICLE XXV
Flexible Spending Account

The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dependent care.

ARTICLE XXVI
Reduction in Working Force

Section 1. Town's Rights

A. The Town reserves and retains the right to determine the level of services and staffing needs of the various departments.

B. The Town reserves and retains the right to lay off its employees for lack of work or reasons of economy.

C. The Town reserves and retains the right to determine lay offs within the bargaining unit, subject to the following criteria: 1. In the event the Town determines to reduce the work force through layoffs, no bargaining personnel shall be discharged or reduced in hours or benefits while any temporary employee is retained.

D. The following criteria will be considered in determining selection of employees to be terminated or furloughed.

1. Seniority (for this purpose) as defined in Section 2.
2. Overall skill and ability, as determined by the Department Head.

E. Council on Aging employees will be grouped separately from clerical employees for purposes of this Article.

Section 2. Seniority

A. Seniority as defined in this Article shall mean length of continuous employment of an employee within the Department and then within the bargaining unit, without regard to the classification or position held.

B. Employees laid off shall not accrue seniority for any purpose and shall not be entitled to any benefits under this Agreement.

Section 3. Lay Off Procedure

A. Layoffs will start with the temporary employees, then the part time employees, then the full-time employees, all within the department. Layoffs will start at the level of least senior clerk, or least senior COA employee within a specific job classification, by cutting hours until that position is eliminated before proceeding to the next least senior position.

B. In the event of layoffs, a "bumping procedure" goes into effect. The most senior person in the bargaining unit, scheduled to be laid off, has the right to "bump" any less senior person of the same or lesser classification in the bargaining unit. This process will be repeated with the next senior person, etc., until the "bumping" process is complete. Bumping at the Council on Aging shall occur only within the same job classification.

C. Any person "bumping" into a new position will be paid the rate of pay of the position being assumed, at the same step they were in at their previous position and keep all other benefits.

D. A person who "bumps" into a new position will be given a ten (10) working day trial and training period in which to learn the new job. At the end of the ten (10) working days, the Department Head will determine whether the person has exhibited a level of skill and ability sufficient to do the job. If so, the person will be retained; if not, the person will alternatively be laid off or shall have recourse through the Grievance and Arbitration Procedure in determining if the Department Head's decision was fair.

E. It is understood and agreed that an employee who has a "right" to "bump" may elect not to do so.

Section 4. Recall

A. Employees will remain on a recall list for a period of two (2) years and shall be recalled in the order of the most senior person within the bargaining unit regardless of which department they worked in previously. The recall list, by seniority, shall be considered in any upcoming position.

B. Employees contacted in writing by the Town, who fail to accept the position available within seven (7) days of the date of the receipt of the certified letter, shall be eliminated from the recall list.

C. Employees will be reinstated with all accrued benefits intact up to the time of their layoff.

D. Any positions that are covered by this contract that become available while employees are on a recall list, will be filled from the recall list first.

Any action taken under this Article shall be subject to the grievance and arbitration procedure.

ARTICLE XXVII
Termination

Section 1. The term of this Agreement shall be from July 1, 2012 to June 30, 2013. Subject to the provisions of M.G.L. c.150E, the contract will remain in force until a successor contract is reached.

Section 2. - Should neither party to this Agreement send a notice of termination as described in Section 1, this Agreement will be considered to have been automatically renewed for another calendar year.

FOR THE TOWN OF MIDDLEBOROUGH

FOR A.F.S.C.M.E. LOCAL 1700

Alfred P. Rullo , Chairman Board
of Selectmen

Susan Powers

Susan Powers Union Steward

Allin Frawley

Kent McKee

Kenneth McKee

Steven P. Spataro

[Signature]

Diana Ambrose

Ben Quelle

Stephen J. McKinnon

Michael J. Thomas, AFSCME 93

DATED:

DATED: 2/27/13

APPENDIX A

CLERICAL SALARY CHART EFFECTIVE JULY 1, 2012

	HIRED AFTER																				
	5/16/05																				
	Step 1																				
	Step 2																				
	Step 3																				
	Step 4																				
	Step 5																				
	Step 6																				
	Step 7																				
	Step 8																				
	Step 9																				
Senior Clerk	17.0391	17.8434	18.649	19.4609	20.0443	20.6458	21.2653	21.9033	22.5604												
Junior Clerk	15.7058	16.507	17.3114	18.115	18.6589	19.2186	19.7949	20.3888	21.0006												
Clerk	14.3738	15.172	15.973	16.773	17.2796	17.7983	18.3317	18.8817	19.4481												

	HIRED BEFORE																				
	5/16/05																				
	Step 1																				
	Step 2																				
	Step 3																				
	Step 4																				
	Step 5																				
	Step 6																				
	Step 7																				
	Step 8																				
	Step 9																				
Senior Clerk	18.8018	19.6893	20.5781	21.4741	22.1178	22.7816	23.4651	24.1691	24.8942												
Junior Clerk	17.3304	18.2145	19.1023	19.9889	20.5891	21.2067	21.8426	22.4979	23.173												
Clerk	15.8608	16.7415	17.6253	18.5117	19.0671	19.6394	20.228	20.835	21.4600												



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

April 29, 2013

Kenneth W. Virkler
122 Cedar Street
Middleboro, MA 02346

RE: 122 Cedar Street, Middleboro, MA - NOTICE TO VACATE

Dear Mr. Virkler:

Please be advised that the Town of Middleborough is the owner of the referenced property at 122 Cedar Street which you now occupy for residential purposes. The Town of Middleborough became the owner of the property by virtue of a judgment of the Land Court to foreclose the right to redeem the property from the Town's taking of the property for unpaid taxes.

Please be advised that you must vacate the referenced property. Any rights you may have to occupy the premises are hereby terminated. You are to vacate the premises not later than seven (7) days after your receipt of this notice. If you fail to vacate and remove your personal property in the time stated, the Town reserves its right to take appropriate action to remove you from the premises pursuant to law.

Very truly yours,

Town of Middleborough Board of Selectmen

Subj: **Permanent Cable Committee**
Date: 4/18/2013 4:30:33 P.M. Eastern Daylight Time
From: kffranzosa@comcast.net
To: Bo633@aol.com

Chairman

After almost 30 years, I have decided to resign from the Permanent Cable Committee, effective April 1, 2013. Please accept this as my official resignation. As I mentioned to you previously, my heart is just not in it anymore and the town deserves a committee that is focused on the best interests of the town.

I have dropped off at Karen's office all of the papers (i.e. copies of licenses, drafts, etc.) that I have accumulated over the years in case they may have some use.

I will miss the spirited discussions of the issues and I know the committee will continue to "fight the good fight."

Sincerely,
Kevin F. Franzosa