NEW BUSINESS

8-25-14

DAR
Daughters of the American Revolution

August 12, 2014

Board of Selectmen
Town of Middleboro
10 Nickerson Avenue
Middleboro, MA 02346

Dear Selectmen:

The Lydia Cobb-Quequechan Chapter of the Massachusetts Daughters of the American Revolution respectfully requests that you issue a Proclamation for Constitution Week, September 17-23, 2014. Enclosed is a sample Proclamation you may use as a guide.

Your Proclamation will be included in an exhibit featuring the Constitution of the United States, DAR Constitution Week posters and Proclamations issued by neighboring towns on display at the Somerset Public Library.

Please return the signed Proclamation using the enclosed self-addressed, stamped envelope. If you have any questions regarding the Proclamation, feel free to contact me. Thank you for joining us in the 227th anniversary celebration of the signing of the United States Constitution.

Sincerely,

Kathleen Rubano

Kathleen Rubano
Chairman, Constitution Week
Lydia Cobb-Quequechan Chapter, DAR
312 Highview Avenue
Somerset, MA 02726
(508) 676-1627
Email: katehrubano@gmail.com

CONSTITUTION PROCLAMATION 2014

WHEREAS: It is the privilege and duty of the American People to commemorate the two hundred twenty-seventhth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the city of)_____do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities, which that privilege involves.

PLACE STATE OR CITY SEAL HERE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand thirteen.

Signed

_____

MASSACHUSETTS ASSOCIATION of REALTORS®

EXCLUSIVE RIGHT TO LEASE AGREEMENT
(Commercial Property)

I / We The Town of Middleboro, MA ("Landlord"), hereby grants to Philip Austin, Broker, a real estate broker licensed under the laws of the Commonwealth of Massachusetts ("Broker"), the exclusive right to lease/rent any available space in the property described as Commercial office or Retail space consisting of 2,750 square feet + or - (the "Property") on the following terms:

1. Landlord's Duties And Representations. The Broker is granted the exclusive right to lease/rent any available space in the Property during the term of this Agreement and the Landlord agrees to refer all inquiries to the Broker and to cooperate in marketing space in the Property. If the Property is rented to a Tenant procured by the Broker, by the Landlord or by anyone else, the fee described in paragraph 3 shall be due. The Broker is authorized, but is not required: (a) to place a listing for the Property in any multiple listing service; (b) to place a sign on the Property; and (c) to photograph and advertise the Property in such media as the Broker may select. The Landlord authorizes the Broker to disclose to prospective Tenants all information about the Property provided to the Broker by the Landlord, all of which the Landlord represents to be accurate. According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, Landlord has been advised of (1) the Broker's general company policies regarding cooperation with and compensation to subagents, Tenant's agents and other licensees; (2) the fact that a Tenant's agent, even if compensated by the Broker or Landlord will represent the interest of the Tenant; and (3) any potential for the Broker to act as a disclosed dual agent on behalf of the Landlord and Tenant.

2. Listing Period. This Agreement shall begin on August 7, 2014 and end on August 8, 2015 and may be extended by agreement.

3. Broker's Duties / Fee. The Broker agrees to use reasonable efforts to rent/lease available space in the Property. If within the term of this Agreement or any extension, any space in the Property is rented or leased on such terms as the Landlord may agree, the Broker shall be due a fee of: 10% [*insert dollar ($) amount or percent (%)*] in the first year of the lease/rental term; plus 10% [*insert annual dollar ($) amount or percent (%)*] in years 2 through 5 of the lease/rental term; plus 10% [*insert annual dollar ($) amount or percent (%)*] for each year of the remainder of the initial lease/rental term. The Broker's fee shall be due in 2 equal installments. The first installment shall be due upon signing of an agreement for lease/rental; and the second installment shall be due upon commencement of the term of the lease/rental and n/a shall be due n/a. The aforesaid fee shall also be due upon lease/rental within 12 months after expiration of this Agreement or any extension to any person who was shown or introduced to the Property by or though the Broker during the Listing Period or any extension. ~~The Broker shall also be entitled to reimbursement from the Landlord for each of the expenses identified in the attached Addendum A which shall be payable within~~ n/a ~~days of the billing date.~~ The Broker is not hired as a property manager, property inspector, tax advisor or attorney and if such services are desired Landlord should hire professionals.

4. Broker Cooperation. Broker and Landlord agree that Broker ☒ will / ☒ will not [*check one*] offer compensation to cooperating licensees, as follows: 0 to subagents of seller; 2.5% to tenant's agents; 0 to others.

5. Extension / Renewal. In the event that the Tenant or its successors or assigns rents or leases additional available space in the Property within 3 years of commencement of the term of the lease/rental or in the event that the lease/rental is extended or renewed, the Broker shall be due a fee of 10% [*insert dollar ($) amount or percent (%)*] of the rent for 5 years, payable upon signing such lease/rental or extension/renewal.

6. Sale. If all or part of the Property is sold to the Tenant or its successors or assigns within 3 years of the commencement of the lease/rental, the Broker shall be due an additional fee of 2.5 percent of the selling price.

7. Additional Terms. The total Brokerage fee for leasing services rendered shall not exceed $9,500. The Owner/Landlord shall allow the Broker to place signage in the windows and on the premises advertising the availability of rental space.

Dated: _____

_____
LANDLORD Or Authorized Representative

_____
BROKER Or Authorized Representative

_____
LANDLORD Or Authorized Representative

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MASSACHUSETTS ASSOCIATION of REALTORS®

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Dated: _____

_____
LANDLORD Or Authorized Representative

_____
BROKER Or Authorized Representative

_____
LANDLORD Or Authorized Representative

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REALTOR® Association Pioneer Valley, Inc.

Boston magazine

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ZIPVO

HOMES

trulia
real estate search

LOCALISM.com

Zillow.com
Your Edge in Real Estate

POSTLETS

myspace
a place for freedom

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HOMES.COM

RealTown
The Real Estate Network

HomeFinder.com

Red Carpet marketing

Big City Apartments.com

DISTINCTIVE HOMES

boston.com AND telegram.com

mass live.com

THE GALLERY OF HOMES.net

CommercialSource.com
The Commercial Real Estate Marketplace

REALTOR.com
Where the World Shops for Real Estate Online.™

DealStream

MYAGENTBOOK.com

MLSHomeFinder.com

FRONTDOOR

cyberhomes

CPC OPEN HOUSES

ByOwnerMLS
The For Sale By Owner Multiple Listing Service

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Environmental Partners GROUP
A partnership for engineering solutions.

August 1, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Design Development Invoice #5 – Final Design
(WP #94718): June 2014

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in June 2014 for services related to Design Development (Final Design) - Phase C, Task 3.A.1 through 3.A.3.

Environmental Partners has reviewed WP's invoice and the progress on the tasks during this period. The work includes preparation of calculations, drawings and specifications towards the final design submittal. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to 15% complete for the overall Final Design scope.

Environmental Partners recommends that the invoice be paid in full in the amount of $119,053.35 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657-0276.

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C Millett

Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice June 2014. #94718

See July 18, 2014 Cover Ltr. from W.P.

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Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice # : 94718
Project : 12760
Phase : C
Project Name : Middleborough MA - WPCF Upgrade
Invoice Date : Jul-10-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period May-31-2014 To Jun-27-2014

RELATED TO: Final Design

REFERENCE: Contract dated May 13, 2013

Total Project Fee Authorized	793,689.00
Percent Complete as of 6/27/2014	15.00
Fee Earned To Date	119,053.35
Less Previous Billings	0.00
Amount Due this Invoice	**119,053.35**

BILLING RECAP

Previous Billings	0.00
Current Billing Amount	119,053.35
Fee Earned To Date	119,053.35
Amount Received	
Balance Due	

Invoices are due upon receipt. If not paid by Aug-10-2014, Interest will be computed at the rate stated in the agreement.

CC: Jon W Hume

Middleborough - Water Pollution Control Facility (WPCF) Upgrade

Wastewater Engineering Services - Wright-Pierce Project # 12760 Phase C - Final Design Phase

Work Progress by Task

Period: May 31, 2014 Through June 27, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
3.0 DESIGN DEVELOPMENT PHASE		**793,689**	**15%**	**119,053**	**15.0**	**119,053**	
3.A.1	Preparation of final calculations.		25%	-	25%	-	
3.A.2	Preparation of final construction drawings.		25%	-	25%	-	
3.A.3	Preparation of final technical specifications in Construction Specifications Institute (CSI) format (Div. 0-1-2...16).		20%	-	20%	-	
3.A.4	Preparation of an estimate of probable construction costs at 90% design completion.		0%	-	0%	-	
3.A.5	Submit progress submittals at 90% design completion milestones to the Client and OPM for review.		0%	-	0%	-	
3.A.6	Coordination and attendance of two (2) one-day workshops to review the work products with the Client and OPM. Workshops to be scheduled at approximately 90% design completion.		0%	-	0%	-	
3.A.7	Incorporate workshop review comments into the final plans and specifications.		0%	-	0%	-	
	Total:	**793,689**	**15%**	**119,053**	**15%**	**119,053**	*Wright-Pierce 27-Jun-2014*

Environmental Partners GROUP
A partnership for engineering solutions.

August 1, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Design Development Invoice #4 (WP #94717): June 2014

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in June 2014 for services related to Design Development (50% Design) - Phase B, Task 2.A.1 through 2.A.17.

Environmental Partners has reviewed WP's invoice and the progress on the tasks during this period. The work includes continued design work following the 50% design submittal. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to 90% complete for the 50% design submittal.

Environmental Partners recommends that the invoice be paid in full in the amount of $62,651.40 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657-0276.

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C. Millett

Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice and cover letter June 2014. #94717

WRIGHT-PIERCE
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July 18, 2014
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group, Inc.
Town of Middleborough - Owner's Project Manager
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

Subject: Middleborough, Ma- Water Pollution Control Facility (WPCF) Upgrade
Wright-Pierce June 2014 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through June 2014 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase B – 50% Design

- Task 2.A.1. – Complete selection and size of all major process equipment
  - Continued to develop design of the new Control Building pump room including dewatering feed pumps and RAS and WAS Pumps.
  - Continue to develop design of the mixing system for the Aeration Tanks (hyperbolic turbine mixer/aerator.
  - Continue to develop design of the sludge dewatering screw presses and sludge dewatering piping.
  - Developed site piping plan and profile.
  - Develop Septage Receiving Stage.
  - Develop Leachate receiving station
- Task 2.A.2. – Prepare mechanical drawings for process improvements
  - Continue to develop plans and sections in the Pretreatment Building, Control Building, Tertiary Filter Building, and Sludge Building.
- Task 2.A.3. – Complete constructability and operability review
  - Evaluated options to provide access for the Town's sludge trucks to do sludge removal and for chemical deliveries during the 2-year construction period.
  - Continue to develop constructability plan for the entire WPCF upgrade including how to maintain existing WPCF treatment.
  - Continued to evaluate the plan to include a temporary sludge dewater press.
- Task 2.A.4. – Prepare Site Plans
  - Continue to develop site wide piping plans.

- Task 2.A.5. – Coordinate with other disciplines on final room sizes and layouts.
  - Finalized all building floor plans, elevations, and sections for 50% design submittal.
- Task 2.A.6. – Finalize structural requirements for buildings and facilities.
  - Continue to develop all structural plans for 50% design submittal.
- Task 2.A.7. – Coordinate with Electrical and Building Services.
  - Finalize sizing of electrical rooms required for Pretreatment, Control, and tertiary Buildings.
- Task 2.A.8. – Finalize major and ancillary equipment sizing and line sizing calculations.
  - Developed layout and location of new effluent flow meter.
  - Finalized hydraulic calculations for 50% design submittal.
- Task 2.A.9. – Prepare sizing calculations for HVAC equipment.
  - Evaluated HVAC requirements for the Pretreatment Building and Control Building.
- Task 2.A.10. – Prepare HVAC Block Diagrams and HVAC Control philosophy.
  - Developed HVAC block diagrams for the Pretreatment and Control Buildings.
- Task 2.A.11. – Finalize all P&IDs for all processes. Summarize SCADA, I&C and control interfaces and equipment requirements
  - Finalized all SCADA, controls, and P& IDs for 50% design submittal.
- Task 2.A.12. – Finalize WPCF Security feature and plans.
  - Evaluated new entrance gate.
- Task 2.A.13. – Finalize number and location of MCCs.
  - Continued to develop locations of all MCCs for the completed WPCF upgrade.
- Task 2.A.14. – Update One-Line electrical diagrams and confirm all facilities load and power distribution.
  - Finalized one-line diagram for MCC-1, MCC-2, MCC-3 and MCC-4 for 50% submittal.
- Task 2.A.15. – Develop infrastructure requirements and layout for telephone, communications, data highways (LAN, WAN, SCADA), cable, and radio communications
  - Evaluated network diagram for all communications based highways for 50% design submittal.
- Task 2.A.16. – Develop lighting concepts and layouts for facilities interior and exterior lighting.
  - Finalized site lighting plan for the 50% design submittal.
- Task 2.A.17. – Prepare a first draft of technical specifications.
  - Updated Basis of Design Data submitted with the 50% design package.

<u>Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase C – Final Design</u>

- Task 3.A.1. – Preparation of Final Calculations
  - Continue to evaluated and update hydraulic calculations throughout the WPCF.
  - Performed design calculations and layout requirements for the new grit removal equipment including grit screw, aerated grit diffusers, grit classifier, grit pumps.
  - Performed design calculations and layout requirements for the new screening removal including the mechanical screen and screening washer/compactor.
  - Performed design calculations and layout requirements for the new septage receiving station including septage pumps, flow meter, and piping.
  - Performed design calculations and layout requirements for the new leachate receiving station including leachate pumps and piping.
- Task 3.A.2. – Preparation of Final Construction Drawings
  - Further developed civil site and yard piping plans.

- Continue to develop drawings for the pretreatment area including Pretreatment Building Addition.
- Prepared updated drawing for septage and leachate receiving stations.
- Prepared updated drawings for the mechanical screening and screenings washer/compactor.

- Task 3.A.3. – Preparation of Final Technical Specifications in CSI format
  - Developed specification sections for mechanical fine screen and screenings washer/compactor.
  - Developed specification sections for new grit removal equipment including grit screw, aerated grit diffusers, grit classifier, grit pumps.
  - Developed specification sections for the new septage and leachate receiving stations.

We appreciate the opportunity to work with the Town and EPG on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

Jon W. Hume

Jon W. Hume, P.E.
Project Manager

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Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice # : 94717
Project : 12760
Phase : B
Project Name : Middleborough MA - WPCF Upgrade
Invoice Date : Jul-10-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period May-31-2014 To Jun-27-2014

RELATED TO: Design Upgrades Ph (50%)

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	626,514 00
Percent Complete as of 6/27/2014	90 00
Fee Earned To Date	563,862 60
Less Previous Billings	501,211.20
Amount Due this Invoice	**62,651.40**

BILLING RECAP

Previous Billings	501,211.20
Current Billing Amount	62,651 40
Fee Earned To Date	563,862 60
Amount Received	75,181 68
Balance Due	**488,680.92**

Invoices are due upon receipt. If not paid by Aug-10-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

99 Main Street
Topsham, ME 04086 USA
Phone 207.725.8721 | Fax 207.729.8414

Middleborough - Water Pollution Control Facility (WPCF) Upgrade

Wastewater Engineering Services - Wright-Pierce Project # 12760 Phase B - 50% Design Phase Development

Work Progress by Task

Period: May 31, 2014 Through June 27, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
2.0 DESIGN DEVELOPMENT PHASE		626,514	10%	62,651	90.0	563,862	
2.A.1	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		10%	-	95%	-	
2.A.2	Prepare mechanical drawings (plans, sections and elevations as necessary) for all process improvements		15%	-	95%	-	
2.A.3	Complete a constructability and operability review		40%	-	90%	-	
2.A.4	Prepare site plans that include facility layouts, site access, grading, drainage, and utilities		10%	-	100%	-	
2.A.5	Coordinate with other disciplines on final room sizes and layouts. Prepare and develop building floor plans, elevations, and sections for all buildings		10%	-	100%	-	
2.A.6	Finalize structural requirements for buildings and facilities. Prepare preliminary structural plans, sections, and details		10%	-	85%	-	
2.A.7	Coordinate with electrical and building services on all interior utility routing		10%	-	85%	-	
2.A.8	Finalize major and ancillary equipment sizing and line sizing calculations. Assemble catalog cut sheets and prepare equipment data sheets for all process equipment		10%	-	95%	-	
2.A.9	Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials		10%		85%	-	
2.A.10	Prepare HVAC system block diagrams and confirm HVAC system control philosophy		10%	-	85%	-	
2.A.11	Finalize P&IDs for all processes. Summarize I&C, SCADA, and other control interfaces and equipment requirements (including location, number, manufacturer, and size).		10%	-	85%	-	
2.A.12	Finalize facility security features and plans		10%	-	95%	-	
2.A.13	Finalize the number and location of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered from each MCC		10%	-	90%	-	
2.A.14	Update one-line electrical diagrams and confirm all facility loads and power distribution		15%	-	90%	-	
2.A.15	Develop infrastructure requirements and layout for telephone communications, data highways (LAN, WAN, SCADA), cable, and radio communications		10%		85%		
2.A.16	Develop lighting concepts and layouts for facility interior and exterior lighting		10%		85%		
2.A.17	Prepare a first draft of all facility technical specifications		20%		100%		
2.A.18	Prepare an estimate of probable construction costs after completion of the Design Development Phase.		20%		90%		
2.A.19	Attend one (1) two-day value engineering workshop to identify alternatives and cost savings, and review these with the Client and OPM		90%		90%		
2.A.20	Attend one (1) two-day workshop to review the work products with the Client and OPM		100%		100%	-	
	Total:	626,514	10%	62,651	90%	563,862	*Wright-Pierce 27-Jun-2014*

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August 12, 2014
W-P Project No. 12760 Phase H

Mr. Charles J. Cristello
Town of Middleborough - Town Manager
10 Nickerson Avenue
Middleborough, MA 02346

Subject: Middleborough, Ma- Comprehensive Wastewater Management Plan (CWMP)
Wright-Pierce July 2014 Invoices

Dear Charles:

Please find the attached invoice for engineering services completed through July 2014 related to the Middleborough Comprehensive Wastewater Management Plan (CWMP). A brief summary of the work completed for the CWMP is summarized below:

Middleborough CWMP Phase II – Wright Pierce Project #12760 Phase H

- Completed the Phase 2 Middleborough CWMP and submitted to DEP for review and comment.
- Ranked wastewater disposal alternatives suitable for Middleborough to pass onto Phase 3.

We appreciate the opportunity to work with the Town on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

Jon W. Hume, P.E.
Project Manager

WRIGHT-PIERCE
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Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice # : 95225
Project : 12760
Phase : H
Project Name : Middleborough MA - WPCF Upgrade
Invoice Date : Aug-08-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Jun-28-2014 To Jul-25-2014

RELATED TO: CWMP

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	140,500.00
Percent Complete as of 7/25/2014	46.98
Fee Earned To Date	66,000.00
Less Previous Billings	51,300.00
Amount Due this Invoice	**14,700.00**

BILLING RECAP

Previous Billings	51,300.00
Current Billing Amount	14,700.00
Fee Earned To Date	66,000.00
Amount Received	37,000.00
Balance Due	**29,000.00**

Invoices are due upon receipt. If not paid by Sep-08-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

99 Main Street
Topsham, ME 04086 USA
Phone 207.725.8721 | Fax 207.729.8414

Agreement

Between

The Town of Middleborough

and

The Middleborough Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO

July 1, 2014 – June 30, 2015

Agreement

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The Town of Middleborough

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The Middleborough Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO

July 1, 2014 – June 30, 2015

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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

1.1 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 in violation state or federal laws against any employee covered by the terms of this Agreement because of race, color, national origin, religion, gender, marital status, sexual orientation, gender identification, military service, age, disability, citizenship and/or genetic information. 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 Library 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 Library 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 Library Director 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

6.1 Seniority shall be defined as length of continuous service as a bargaining unit employee.

6.2 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 by the Library Director.

6.3 Classifications

Grade 10	Assistant Director
Grade 9	Professional position (MLS or equivalent)
Grade 8	Professional position (enrolled in MLS program)
Grade 7	Paraprofessional Supervisor
Grade 6	Paraprofessional
Custodian	

ARTICLE 7 - WORK AND OVERTIME HOURS

7.1 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.

7.2 The lunch period shall be for up to one (1) hour duration. Each employee working five (5) hours or more in a day shall have two (2) fifteen (15) minute paid breaks per workday. Employees working less than five (5) hours shall have one (1) fifteen (15) minute paid break. This is in addition to the one (1) hour lunch break.

7.3 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 for work in excess of the normal work day or work week. Any overtime pay or compensatory time shall be agreed upon by the Library Director and the employee, subject to the limitations of the Fair Labor Standards Act.

7.4 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.

7.5 Sunday Library Hours. The Trustees will have the discretion to have Sunday Library hours. The parties agree that a minimum of three (3) employees, including one (1) permanent full-time or permanent part-time employee who is a member of the bargaining unit, shall be required to open the Library for no more than 4.5 hours. The parties also agree that all work performed on a Sunday by permanent full-time or permanent part-time employees shall be paid in accordance with the provisions of Article 7. Any employee hired prior to July 1, 2012 may decline assignment to work on a Sunday though employees hired after July 1, 2012 will be required to work one Sunday per month. Any unfilled shifts on a Sunday may then be filled by the Library Director using an employee hired only to work on a Sunday.

Any employee hired only to work on a Sunday shall be considered an intermittent part-time employee and not a member of the bargaining unit. The hourly rate paid to an employee hired to work on a Sunday shall be determined by the Library Trustees, based on the employee's experience and qualifications, but shall not exceed the equivalent of Grade 9/Step 1 found in Appendix A of this agreement. An intermittent part-time employee shall not be used to otherwise augment the workforce at the Library, or to deprive members of the bargaining unit opportunities for additional work including overtime.

In the event the Library is closed on a Sunday or any other work day due to weather conditions or for any other reason, permanent full-time and permanent part-time employees scheduled to work on that day shall be paid their regular hourly rate of pay for all hours they were scheduled to work. Finally the parties agree that hours worked on a Sunday shall not be used when calculating accrued sick and vacation leave.

ARTICLE 8 - UNION REPRESENTATION

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
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 Library Director's approval within thirty (30) days of when it is accrued.

ARTICLE 10 - VACATIONS

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

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

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

10.4 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:

After Completing	Vacation Days Earned
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.

10.4 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

12.1 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

13.1 In the event of a death in the immediate family of a member or her/his spouse, that member may be granted up to three (3) 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.

13.2 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.

13.3 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. 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.

14.3 Effective and retroactive to July 1, 2014, the rates of pay for all bargaining unit employees shall increase by two (2%) percent.

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.

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 lay off 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 used by the Library Director in determining selection of employees:
1. Seniority as defined in Section 6 and;
2. Overall skill and ability as determined by the Library Director.

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

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 AGREEEMENT will remain in effect until June 30, 2015. In the event that the Town voluntarily agrees to provide any Town side bargaining unit with a more generous base salary increase in FY14 than the 2% provided to the Union, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric department constitutes a Town side bargaining unit for the provisions of this section.

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

21.1 The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired after July 1, 2013. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage.

21.2 The October, 2013 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.

21.3 Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a Town plan continuously for two consecutive fiscal years, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of $1,000 (individual plan) or $2,500 (family plan). In addition to the above, other conditions for the annual stipend are:

- The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and,

- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the six month and the second half of the stipend will be paid during the 12th month.

21.4 In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2103 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three year period ending June 30, 2016.

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 _____, 2014.

FOR THE TOWN OF MIDDLEBOROUGH	MIDDLEBORO LIBRARY STAFF ASSOCIATION, LOCAL 4928, MLSA, AFT MASSACHUSETTS, AFL-CIO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____