

NEW BUSINESS

11-24-08



Town of Middleborough
Commission on Disability
20 Centre Street
Middleborough, Massachusetts 02346

November 13, 2008

Board of Selectmen
10 Nickerson Ave
Middleborough, MA 02346

Honorable Board Members:

As a result of the resignation of Perry Little from the Commission on Disability, Melissa Oddi-Morrison has asked to become a member of the Commission on Disability to fill the vacancy.

At the Commission's meeting of November 12, 2008, it was voted unanimously to request the Board appoint Melissa Oddi-Morrison to the Commission on Disability for a two year term.

Respectfully,

A handwritten signature in cursive script that reads "Eileen S. Gates".

Eileen S. Gates
Secretary/Commission on Disability

AGREEMENT

Between

THE TOWN OF MIDDLEBOROUGH

and

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

July 1, 2007 - June 30, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
Preamble		3
Article 1	Recognition	3
Article 2	Union Dues and Agency Fees	3-4
Article 3	Discrimination and Coercion	4
Article 4	Grievance Procedure	4-6
Article 5	Public Service	6
Article 6	Seniority	6
Article 7	Overtime	6
Article 8	Union Representations	7
Article 9	Holidays	7-8
Article 10	Vacations	8-9
Article 11	Sick Leave	9-10
Article 12	Jury Pay	10
Article 13	Funeral Leave	10-11
Article 14	Salaries	11
Article 15	Posting and Bidding	11-12
Article 16	Miscellaneous Provisions	12-14
Article 17	The Employer's Rights	14
Article 18	Effective Date	15
Article 19	Reduction in Work Force	15
Article 20	Termination	16
Article 21	Health Insurance	16
Article 22	Flexible Spending Account	16
Wage Scale		17-19

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 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.

7.1 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 the October, 2008 Town Meeting, 1.75 % (one and three quarter percent) across the board increase. Effective the first full pay period after July 1, 2009, a 2.75 % (two and three quarter percent) 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.

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 The AGREEMENT will remain in effect until June 30, 2010. 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 HMO health insurance plan it offers will be 85% (eighty five percent) of the monthly premium. The Town's contribution to the PPO plan it offers will be 60 % (sixty percent) of the monthly premium. Effective July 1, 2009, the Town's contribution to the HMO 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, including without limitation any co-pays and deductibles currently reimbursed by the Town, provided that this shall not excuse the Town from meeting any bargaining obligation it has related to a future increase in co-pays and deductibles.

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 dependent care. As soon as the FSA is available to bargaining unit members employees for pre-tax deduction of health insurance co-payments and deductibles, bargaining unit members will no longer be eligible for any co-pay or deductible reimbursements from the Town.

This AGREEMENT entered into this _____ day of , 2008.

FOR THE TOWN OF MIDDLEBOROUGH

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

Christine Dargelis

Melissa M. Munn

Appendix "A" - Wage Schedule

	FY08	FY09*	FY10
		11/01/08	07/01/09
Grade 10			
Step 1 Weekly	767.40	780.82	802.30
Annual	39904.55	40602.88	41719.46
Step 2 Weekly	807.79	821.93	844.53
hourly	22.28	22.67	23.30
Annual	42005.23	42740.33	43915.68
Step 3 Weekly	850.32	865.20	889.00
Annual	44216.72	44990.51	46227.75
Step 4 Weekly	895.07	910.73	935.78
Annual	46543.50	47358.01	48660.35
Step 5 Weekly	939.82	956.27	982.57
hourly	25.93	26.38	27.11
Annual	48870.84	49726.08	51093.55
Step 6 Weekly	986.80	1004.07	1031.68
Annual	51313.48	52211.47	53647.28
Step 7 Weekly	1036.14	1054.27	1083.27
hourly	28.58	29.08	29.88
Annual	53879.30	54822.19	56329.80
new step 8 Weekly	1087.95	1106.99	1137.43
hourly	30.01	30.54	31.38
Annual	56573.26	57563.30	59146.29
new step 9 Weekly	1142.34	1162.33	1194.30
Annual	59401.93	60441.46	62103.60
Grade 9			
Step 1 Weekly	697.63	709.84	729.36
Annual	36276.86	36911.71	37926.78
Step 2 Weekly	734.35	747.20	767.75
Annual	38186.32	38854.58	39923.08
Step 3 Weekly	773.02	786.55	808.18
Annual	40197.02	40900.46	42025.23
Step 4 Weekly	813.70	827.94	850.71
Annual	42312.32	43052.79	44236.74
Step 5 Weekly	854.39	869.34	893.25
Annual	44428.19	45205.68	46448.84
Step 6 Weekly	897.09	912.79	937.89
Annual	46648.67	47465.02	48770.31
Step 7 Weekly	941.94	958.43	984.78
Annual	48981.08	49838.25	51208.80
Step 8 Weekly	989.05	1006.36	1034.03
Annual	51430.13	52330.16	53769.24
Step 9 Weekly	1038.50	1056.67	1085.73
hourly	28.65	29.15	29.95
Annual	54001.64	54946.67	56457.70

Grade 8 - Not Currently Used

Step 1	633.19	644.27	661.99
Step 2	664.54	676.16	694.76
Step 3	676.12	687.95	706.87
Step 4	730.14	742.92	763.35
Step 5	764.95	778.34	799.74
Step 6	802.66	816.70	839.16
Step 7	840.39	855.10	878.61
Step 8	882.41	897.85	922.55
Step 9	926.53	942.75	968.67

Grade 7

Step 1 Weekly	522.80	531.95	546.58
Hourly	14.42	14.67	15.08
Step 2 Weekly	549.04	558.65	574.01
Hourly	15.15	15.41	15.83
Step 3 Weekly	574.02	584.06	600.12
Hourly	15.83	16.11	16.56
Step 4 Weekly	608.25	618.89	635.91
Hourly	16.78	17.07	17.54
Step 5 Weekly	633.19	644.27	661.99
Hourly	17.47	17.77	18.26
Step 6 Weekly	663.96	675.58	694.16
Hourly	18.32	18.64	19.15
Step 7 Weekly	694.71	706.87	726.31
Hourly	19.16	19.50	20.04
Step 8 Weekly	729.44	742.21	762.62
Hourly	20.12	20.47	21.04
Step 9 Weekly	765.92	779.33	800.76
Hourly	21.13	21.50	22.09

Grade 6

Step 1 Weekly	474.78	483.09	496.37
Hourly	13.10	13.33	13.69
Step 2 Weekly	499.14	507.87	521.84
Hourly	13.77	14.01	14.40
Step 3 Weekly	522.34	531.48	546.09
Hourly	14.41	14.66	15.06
Step 4 Weekly	553.68	563.37	578.86
Hourly	15.27	15.54	15.97
Step 5 Weekly	574.58	584.63	600.71
Hourly	15.85	16.13	16.57
Step 6 Weekly	603.02	613.58	630.45
Hourly	16.64	16.93	17.39
Step 7 Weekly	632.62	643.69	661.39
Hourly	17.45	17.76	18.25
Step 8 Weekly	664.25	675.87	694.46
Hourly	18.32	18.64	19.16
Step 9 Weekly	697.47	709.68	729.19
Hourly	19.24	19.58	20.12

Custodian

Step 1 Weekly	431.81	439.36	451.45
Hourly	11.91	12.12	12.45
Step 2 Weekly	453.28	461.21	473.89
Hourly	12.50	12.72	13.07
Step 3 Weekly	474.78	483.09	496.37
Hourly	13.10	13.33	13.69
Step 4 Weekly	502.63	511.43	525.49
Hourly	13.87	14.11	14.50
Step 5 Weekly	522.34	531.48	546.09
Hourly	14.41	14.66	15.06
Step 6 Weekly	549.04	558.65	574.01
Hourly	15.15	15.41	15.83
Step 7 Weekly	574.02	584.06	600.12
Hourly	15.83	16.11	16.56
Step 8 Weekly	602.71	613.26	630.12
Hourly	16.63	16.92	17.38
Step 9 Weekly	632.85	643.93	661.64
Hourly	17.46	17.76	18.25

Theresa Knapp Enos
122 North Street
Middleboro, MA 02346
Tel: 508-947-5602
theresaknappenos@hotmail.com

November 1, 2008

Middleborough Board of Selectmen
Town Hall
Middleborough, MA 02346

BOS: # of members that
can serve is unlimited.
Katie

Re: Middleborough Cultural Council

Dear Members:

I am the Chairman of the Middleborough Cultural Council which is currently seeking additional members for our council as we are currently at the state's minimum requirement of five members.

If you would be so kind as to solicit applications and appoint members to the Council, that would be most helpful in following the state's guidelines. The following announcement will run in *The Enterprise* this week:

The Middleborough Cultural Council, the local division of the Massachusetts Cultural Council, is seeking additional members for its council. The Local Cultural Council program is the largest grassroots cultural funding network in the nation and supports thousands of community-based projects in the arts, humanities, and sciences annually. If interested in serving on the council, please send a letter of intent to the Middleborough Board of Selectmen, Town Hall by Nov. 17, 2008. For more information contact middleboroughculturalcouncil@hotmail.com or call 508-947-5602.

The LCC network consists of 329 councils serving all 351 Massachusetts cities and towns. Each year, local councils award more than \$2 million in grants to more than 5,000 cultural programs statewide. These include school field trips, afterschool programs, concerts, festivals, lectures, theater, dance, music, and film. LCC projects take place in schools, community centers, libraries, elder care facilities, town halls, parks, and wherever communities come together.

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to contact me.

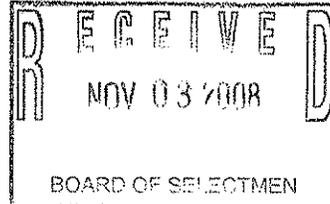
Sincerely,



Theresa Knapp Enos, Chair
Middleborough Cultural Council

10/31/08

Board of Selectman
Middleborough Town Hall



Dear Selectman;

I wish to serve on the Middleborough Cultural Council. I am a Middleborough resident and have served on the LCC in the past. I have completed the state required training. Thank you for your consideration.

Sincerely,
Deborah Hurley
508-946-4906

A handwritten signature in cursive script that reads "Deborah T. Hurley". The signature is written in black ink and is positioned below the typed name and phone number.

To the Middleborough Board of Selectman:

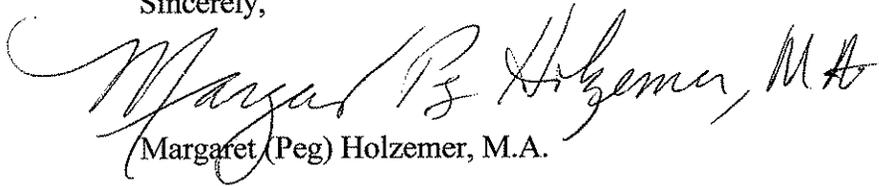
It would be an honor if you would consider me as a candidate for the position that has become available on the Middleborough Cultural Council.

Back in the early eighties I was a member of the Middleborough Arts Association, as the Cultural Council today, was called then. I enjoyed the opportunity to serve at that time and would like the opportunity to serve again. I feel my background, as a producer, writer, instructor and director of theatre as well as a stage and film actress would be an asset to this post.

I hold a Masters Degree in Performing Arts from Emerson College in Boston Massachusetts and a Bachelors of Arts in Communications from Bridgewater State College in Bridgewater, Massachusetts.

Again I do hope you will consider me as an advocate for the Arts in our community.

Sincerely,


Margaret (Peg) Holzemer, M.A.

Contact info 1-508-947-7716
Pegholzemer@yahoo.com