

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND
THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 339**

The Town of Middleborough (“the Town”) and the International Brotherhood of Police Officers Local 339 (“the Union”) hereby agree that the collective bargaining agreement between the Town and the Association will be extended for another three years, July 1, 2007 through June 30, 2010, with the changes agreed to by the parties’ negotiating teams and set forth below. This offer and Agreement shall be considered off-the-record until ratified by the Union’s membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification. Failing ratification by both parties’ principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.¹

If ratified by both parties’ principals, the economic items will be presented to the October 2008 Town Meeting for funding. If Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions of the 2004-2007 Agreement.

Unless otherwise specified, all the changes set forth below will take effect the first full pay period after Town Meeting funds the economic items of the parties 2007-2010 Contract Agreement

1. ARTICLE VI-EXTRA PAID DETAILS- p. 8

a. Rewrite first sentence of section “B” to read as follows:

“Such details, except those worked for the Town of Middleborough, shall be compensated at the rate of \$36.00 per hour. Effective July 1, 2009, such details will be compensated at \$38.00 per hour. There will be four(4) hour minimum payment blocks...”(remaining language of section B unchanged.)

¹ UNION’S SIGNATURE REFLECTS RATIFICATION ON OCTOBER 6, 2008. MOA WILL BE PRESENTED TO THE BOARD OF SELECTMEN FOR RATIFICATION ON OCTOBER 14, 2008.

- b. Rewrite first two sentences of section "C" to read as follows:

"Details worked for the Town of Middleborough shall be compensated at the rate of \$34.00 per hour.* Pay increments will be as follows:..."(remaining language of section C unchanged.)

- c. Delete "Effective July 1, 2004" from section "D."

- d. Add a second sentence to Section "M" so it reads as follows:

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

- e. Add a new section "O" that reads as follows"

"O1. This section reflects the parties' intent to memorialize certain understandings they have reached about the matter of traffic control at public works and construction sites in the wake of the passage of Chapter 86 of the Acts of 2008 ("St. 2008, c. 86") and the regulations and guidelines promulgated thereunder.

O2. The parties agree that when the Chief or his designee decide that a police officer paid detail is required on a Public Works Project for which the Town is the Awarding Authority, the detail shall first be offered to a member of the bargaining unit on the same rotating basis currently in effect.

O3. The Union recognizes that neither the Chief nor the Town have the authority or the obligation to require the use of a member of the bargaining unit or the payment of any rate if such use and such payment is inconsistent with the terms set by any Commonwealth Entity pursuant to St. 2008, c. 86 and the regulations and guidelines promulgated thereunder. Therefore, nothing in this Agreement will be interpreted to require the Town/Chief to use or request the Commonwealth Entity to use a member of the bargaining unit or pay a different rate. In the event that the Chief/Town choose to make such a request, it shall not make the Chief/Town obligated to use a member of the bargaining unit or pay the difference in the rate."

2. ARTICLE VII-OVERTIME-p. 10

a. Section H- Increase the amount of compensatory time that can be accumulated from "40(forty)" to "80 (eighty)" hours.

3. ARTICLE XIV-VACATIONS – p. 17

a. Section B- Change section sentence to read, "Up to ten(10) days of vacation may be taken in increments of one(1) day or more."

4. ARTICLE XV-WAGES – p. 17

a. Section A- Wage Schedule

1. 1.5 % (one and a half percent) increase (effective the first full pay period after October, 2008 Town Meeting funding.)
2. 3.0 % (three percent) increase effective the first full pay period after July 1, 2009.

5. ARTICLE XVIII-GROUP INSURANCE- p. 22

a. Section A- Rewrite to read as follows:

"A. 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."

6. ARTICLE XXVIII- TERMS, AMENDMENTS AND MODIFICATION OF THE AGREEMENT-p. 28.

a. Section 3- Change dates to reflect term of new Contract

b. Section 7- Delete existing language and insert in its place: "Prior to ratification of the Town's offer for the 2007-10 Contract, the Union acknowledges that the Town advised the Union that: the savings realized from the bargaining unit's agreement to contribute a higher percentage to the monthly health insurance premiums was a significant factor in determining

what the Town could afford for a percentage increase in base wages for the bargaining unit; the Town was taking the same approach with other Town side bargaining units; and, this approach might result in different percentage increases in base salaries in other bargaining units because of the relationship between the amount of health insurance savings and the wages paid to the bargaining unit.

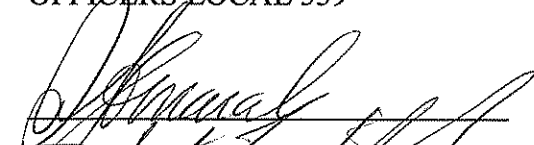
Therefore, the parties agree that, at the request of the Union, the Town will agree to bargain about additional percentage increases in base wages during the term of the 2007-10 Contract only if the following two circumstances occur with respect to another Town side bargaining unit:

- The Town changes its position that health insurance savings from a bargaining unit will be a significant factor in what the Town will provide the bargaining unit for a percentage increase in base wages in the 7/1/2007-6/30/2010 bargaining cycle; and,
- The Town voluntarily agrees to a base salary increase with another Town side bargaining unit of more than 4.5 (four and a half percent) in the three year bargaining cycle without the bargaining unit's agreement to contribute a higher percentage to the monthly health insurance premiums."

7. The Union will withdraw, with prejudice to refiling, Case No. MUP-07-5061 (co-pay reimbursement program) at the Division of Labor Relations within 30 days after Town Meeting funds the economic items of the parties 2007-2010 Contract Agreement. .

INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS LOCAL 339

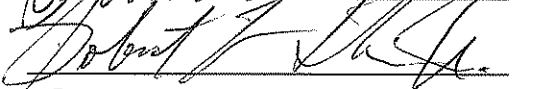
TOWN OF MIDDLEBOROUGH



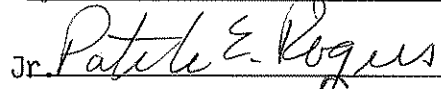
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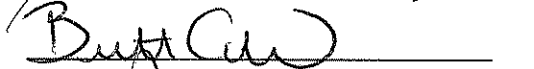
Adam Bond



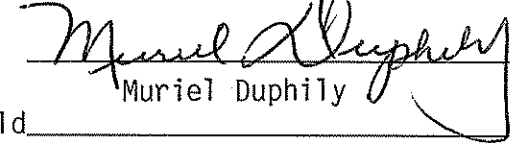
Robert Silvia, Jr.



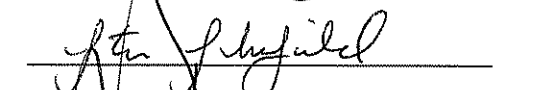
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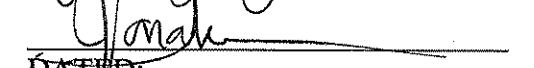
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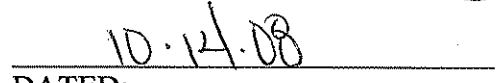
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Steven Schofield



Jerry Donahue



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