

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF
MIDDLEBOROUGH AND MIDDLEBOROUGH LIBRARY STAFF
ASSOCIATION, LOCAL 4928, MLSA, AFT- MASSACHUSETTS, AFL-CIO**

The Town of Middleborough (“the Town”) and the Middleborough Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO (“the Association”) 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 Association’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.

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:

1. Change Association title throughout Contract to “Middleborough Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO”
2. **ARTICLE 9- HOLIDAYS- p. 9**
 - a. Memorialize the current practice by adding the following section 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.

3. ARTICLE 11-SICK LEAVE- p. 9

a. Section 11.3: Delete as moot the note referring to 1998-2001 Contract.

b. Section B(Sick Leave buyback) -p. 10-add the following sentence:

"Only employees hired prior to July 1, 2008 will be eligible for sick leave buy back."

4. ARTICLE 14-SALARIES- p. 11

a. Section 14.1: Delete existing language and insert in its place:

"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."

b. Section 14.2: Delete as moot section 14.2 (refers to a 2001 change) and renumber "14.3" as "14.2."

5. ARTICLE 16-MISCELLANEOUS PROVISIONS- P. 12

a. Section 16.4-Longevity: Delete as moot. Longevity benefit ended in prior agreement.

6. ARTICLE 18 – p. 15

a. Section 18.1: Change language to read as follows: "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."

7. ARTICLE 20- TERMINATION- p. 16

a. Change date to June 30, 2010.

8. HEALTH INSURANCE (new article)

“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.”

9. FLEXIBLE SPENDING ACCOUNT (new article)

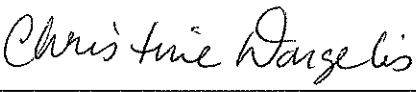
The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dependent care. As soon as the FSA is available to bargaining unit members employees for pre-tax deduction of health insurance co-payments and deductibles, bargaining unit members will no longer be eligible for any co-pay or deductible reimbursements from the Town.

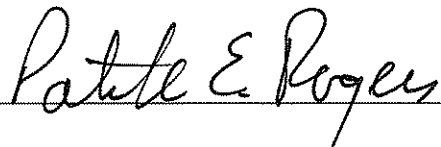
MIDDLEBOROUGH LIBRARY STAFF
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AFT MASSACHUSETTS, AFL-CIO

TOWN OF MIDDLEBOROUGH











DATED: 10/16/08

DATED: 10/20/08