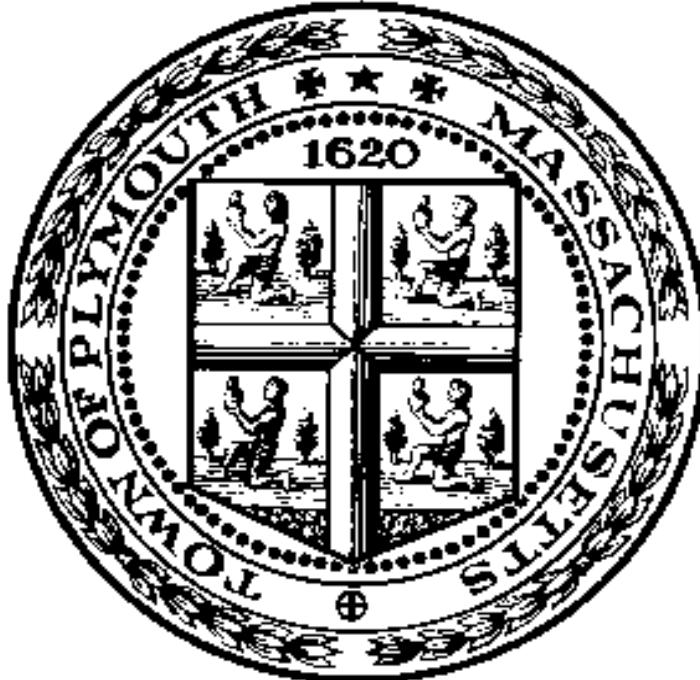


TOWN OF PLYMOUTH

SUPPLEMENT I
TO THE
REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE
COMMITTEE



**Presented at the
April 2, 2022**

**SPRING SPECIAL
TOWN MEETING**

SPRING SPECIAL ANNUAL TOWN MEETING

April 2, 2022

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REPORT & RECOMMENDATIONS

SUPPLEMENT I

REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE

Spring Special Town Meeting – Saturday, April 2, 2022

ARTICLE 1: Personnel Bylaws and Collective Bargaining Agreements. To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements contained therein, or take any other action relative thereto.

SELECT BOARD

II. Plymouth Dispatchers Union

RECOMMENDATION: Approval (Unanimous 8-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1I. Approval of this article will adopt the negotiated MOA for the Plymouth Dispatchers Union as outlined in the included memorandum.

1J. COBRA - Library

RECOMMENDATION: Approval (Unanimous 8-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1J. Approval of this article will adopt the negotiated MOA for the COBRA - Library as outlined in the included memorandum.

ROLL CALL
VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

Y - For
 Against
R - Recuse

N -
 A - Abstain
X - Absent

Ch - Chair did not vote

ARTICLES

Eugene Blanchard / *Gail Butler* / *Kevin Carty* / *Brian Dunn* / *Robert Eisenstein* / *Karen Hamilton* / *Joseph Lalley* / *William Marani* / *Lawrence McGrath* / *Steve Nearman* / *Donald Piatt* / *Ashley Shaw* / *Scott Stephenson* / *Evelyn Strawn* / *Robert Zupperoli*

VOTE TOTAL
 FOR-AGAINST-ABSTAIN

		Collective Bargaining Agreements																
1	I	Dispatchers														8-0-0		
		Y	X	Ch	X	Y	Y	Y	X	X	Y	X	Y	Y	Y	X		
1	J	COBRA - Library														8-0-0		
		Y	X	Ch	X	Y	Y	Y	X	X	Y	X	Y	Y	Y	X		

ARTICLE
SUPPORTING
DOCUMENTATION

**Memorandum of Agreement
Between the Town of Plymouth
AND
Plymouth Dispatchers Union, Massachusetts Coalition of Police
March 8, 2022**

1. Article XVIII Overtime (effective 7/1/22)

Employees will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay for ~~up to~~ five (5) overtime shifts ~~worked each year. While no more than five (5) comp shifts may be accrued at any given time~~ dispatchers shall be allowed to continually accrue and use comp time so long as the balance of accrued comp shifts does not exceed 5 shifts. ~~An employee may carry over a balance of up to 25.5 hours into the following fiscal year; any carried over balance must be used in the following fiscal year, and will not count or be combined with that fiscal year's accrual of compensatory time.~~ All unused comp time will be paid out at the end of each fiscal year.

2. Article XXI Vacations:

ARTICLE XXI

VACATIONS

Employees shall not earn or accrue vacation time while not on full pay status.

3. Article XXII:

ARTICLE XXII

HOLIDAYS

The following days shall be recognized as legal holidays:

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

4. Article XXII Holidays:

ARTICLE XXII

HOLIDAYS

3. Payment under the provisions of this section shall be made provided the eligible employee shall have worked on his/her last regularly scheduled working day prior to and his/her next regularly scheduled working day following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this Agreement. Said payment shall be made in the ~~first~~ last payroll ~~week~~ in June.

5. Article XXIII Maternity Leave; replace with Article XXIII Parental Leave:

ARTICLE XXIII

MATERNITY LEAVE

PARENTAL LEAVE

Under MGL Ch. 149, Sec. 105D, employees may be eligible for leave for events such as childbirth or adoption. Employees may use accrued sick and/or vacation, otherwise Parental Leave shall be unpaid.

- ~~1. An employee who is absent from work, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of either Option (A) or Option (B), as provided herein.~~
- ~~2. A leave of absence shall be granted for maternity purposes to female employees on the terms and conditions set forth in this Article.~~
- ~~3. As soon as the employee determines she is pregnant, she shall notify her Department Head and the Town Manager for the Town of Plymouth, in writing, of her pregnancy. The employee shall give at least two weeks notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the employee will select one of the following two options:~~

~~Option A—Extended leave without pay with entitlement to sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

~~Option B—Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Ch. 149, Section 105D) with guarantee of sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

- ~~4. The provisions of Option A are as follows:~~

- a. The maximum length of such leave will not extend beyond six (6) months from the actual date of delivery of the child.
- b. An employee may continue to work so long as her physician certifies that she is able to do so, however, the leave without pay shall commence with cessation of actual work.
- c. Any extension of maternity leave must be requested in writing from the employee to the Town Manager. The Town Manager may grant extended leave based upon the specific conditions of the request
- d. The employee shall give the Department Head a notice of her intent to return to work at least thirty (30) days prior to the date she desires to return to work. She shall be able to return to work if there is an available position, or one that becomes available for which the employee is qualified. An available position is defined to be one that is not being held by a permanent full time employee.

If the employee fails to so notify the Department Head in writing, or does furnish said written notice and fails to return to work at the expiration of her leave, she shall be deemed to have resigned, and the obligation of the Town to provide a position for her shall cease.

5. The provisions of Option B are as follows:

- a. A female employee who has been employed for at least three (3) consecutive months as a full time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called "Maternity Leave", and who shall give at least two (2) weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave.
- 6. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any other kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on maternity leave, except as provided in this Article.
- 7. The Association recognizes that any temporary employee hired to cover a maternity leave will remain a temporary employee for the duration of the maternity leave and that the employee does not become a permanent employee of the Town as a result of working to cover a maternity leave for a permanent employee

6. Article XXIV Sick Leave (effective 7/1/23):

ARTICLE XXIV

SICK LEAVE

A. A full time employee in continuous employment shall ~~be granted 120 earn 10~~ hours sick leave ~~at the start of each fiscal year~~ for each full month to be added to accrual bank on the last day of the month. ~~Sick leave for employees with less than one year service will be prorated.~~

7. Article XXIV Sick Leave:

~~Employees shall not earn or accrue sick leave while not on full pay status.~~

8. Article XXV Longevity (effective 7/1/22):

ARTICLE XXV

LONGEVITY

Each employee shall receive an annual longevity payment upon the following basis:

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$ 100.00
10 years	\$150.00
15 years	\$200.00
20 years	\$250.00
25 years	\$300.00
30 years	\$500.00

Length of Service	Amount
5 years	\$125.00
6 years	\$175.00
7 years	\$225.00
8 years	\$275.00
9 years	\$325.00
10 years	\$375.00
11 years	\$425.00
12 years	\$475.00
13 years	\$525.00
14 years	\$575.00
15 years	\$650.00
16 years	\$725.00
17 years	\$800.00
18 years	\$875.00

19 years	\$950.00
20 years	\$1,225.00
21 years	\$1,300.00
22 years	\$1,375.00
23 years	\$1,450.00
24 years	\$1,525.00
25 years	\$1,600.00
26 years	\$1,600.00
27 years	\$1,600.00
28 years	\$1,625.00
29 years	\$1,700.00
30 years	\$1,775.00
31 years	\$1,850.00
32 years	\$1,925.00
33 years	\$2,000.00
34 years	\$2,075.00
35 years	\$2,150.00
36 years	\$2,225.00
37 years	\$2,300.00
38 years	\$2,375.00
39 years	\$2,450.00
40 years	\$2,525.00

Those employees eligible for longevity shall receive their longevity pay ~~during the last pay period of November in pro-rated amounts included in the employees' paycheck every pay period. Those employees who have completed five, ten, fifteen, twenty, twenty five or thirty years of service in a given calendar year will be eligible for the respective amount in the calendar year they complete said number of years of service. their respective years of service as listed above in the calendar year, shall be paid the corresponding amount.~~

9. Article XXVIII Classification Plan-Rates:

ARTICLE XXVIII

CLASSIFICATION PLAN - RATES

D. Wage re-opener: It is understood that if any other town-side managed collective bargaining group or non-Association group reaches an agreement for a "more beneficial total economic package" during the lifetime of this contract, the contract may be reopened on the issue of economics only. A "more beneficial total economic package" shall be defined as a group receiving a greater percentage wage increase on the wage schedule than the amounts set forth above. Reclassifications, ~~arbitration awards and JLMC awards~~ shall not be a cause for reopening the contract.

10. Article XXXIV Family and Medical Leave:

FAMILY AND MEDICAL LEAVE

In compliance with the Family and Medical Leave Act of 1993, the Town of Plymouth will provide FMLA leave for eligible employees.

~~Family and Medical Leave may be taken only for the following reasons:~~

- ~~1. the birth, placement for adoption, or foster care of a child;~~
- ~~2. the serious health condition of a spouse, child, or parent or,~~
- ~~3. the employee's own serious health condition.~~

~~All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve month period under the following definitions and procedures.~~

1. Eligible Employees: ~~An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave. Eligible part-time employee's leave will be prorated.~~

2. Twelve month period: The Town of Plymouth uses a rolling period measured backward from the date an employee uses any Family Medical Leave.

3. Accrued Leave: An employee is required to use appropriate accrued leave before going on unpaid status.

4. Serious Health

Condition: ~~An illness, injury, impairment or physical or mental condition that involves:~~

- ~~a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility; or incapacity requiring absence from work or other activities~~
- ~~b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;~~
- ~~c) or continuing treatment by a health care provider for a chronic or long-term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.~~

5. Health Care Provider: ~~A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor, or others capable of providing health care~~

~~services as defined by the Department of Labor Family and Medical Leave Act rules.~~

6. Intermittent Leave/

~~Reduced Leave~~

~~Schedule:~~

~~Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re-occurring periods of leave.~~

7. Workers'

~~Compensation:~~

An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from ~~earned time and, if after five days of earned is used, from~~ the employee's ~~long term illness account~~ sick time. ~~And~~ Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

All other provisions of the Family and Medical Leave Act will apply. The Association acknowledges that the Association and the Town are subject to the provisions of the Family and Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article III (grievance article) of this Agreement.

11. Article XXXVI Small Necessities Leave:

ARTICLE XXXVI

SMALL NECESSITIES LEAVE

~~In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.~~

~~An employee is required to use appropriate accrued leave before going on unpaid status.~~

1. Purpose:

Entitles eligible employees to take twenty four (24) hours of leave, in addition to the leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend children's schools activities and to attend to certain medical and other care needs such as:

- a) Participation in school activities directly related to the educational advancement of the employee's son/daughter. (i.e., attending parent teacher conferences; enrolling child in school; interviewing for a new school).
- b) To accompany employee's son/daughter to routine medical appointments, including visits for check ups, vaccinations, etc.
- c) To accompany an "elderly" relative of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).

2. Policy Guidelines:

If need for leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.

If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.

Eligible employees are required to substitute any accrued vacation or personal leave they may have for leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the Personnel By Law apply. If an employee does not have accrued leave, the leave will be unpaid.

Leave may be taken intermittently or on a reduced leave schedule.

Employees may be required to provide certification pursuant to regulations from the Attorney General's office.

3. Applicability:

Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1,250 hours over the previous twelve (12) months.

12. Appendix A Classification and Pay Plan:

APPENDIX A

CLASSIFICATION AND PAY PLAN

Step raises and/or salary adjustments are not automatic. They shall be reviewed annually and approved by the Town upon recommendation of the Director.

All salaries within the Dispatch Association collective bargaining agreement will be amended and increased as follows:

Pay Equity adjustment of \$5,200 in year one of the contract, effective 1/1/2022, with a 4% differential between each step for a total of 8 steps.

Salaries to reflect COLA increases of 2% each fiscal year as follows:

Fiscal 2022 (7/1/2021)

Fiscal 2023 (7/1/2022)

Fiscal 2024 (7/1/2023)

13. New Article: "Mental Health Day." Create a new article called, "Mental Health Day" (effective 7/1/2022)

In recognition that members of the bargaining unit may witness stressful and traumatic situations during their duties for the Town of Plymouth or in their personal life, it is agreed a Dispatcher may benefit from speaking with a behavioral health professional (BHP) on an annual basis

The purpose of the behavioral health visit is to:

Encourage Dispatchers to seek assistance in dealing with the psychological effects and stressors which they may witness during their duties;

Encourage stress reduction practices;

Promote overall health and well-being; and

Incentivize Dispatchers to speak with a BHP on a regular basis, therefore making speaking with a BHP a more routine event thus reducing the stigma associated with seeking assistance from a BHP.

Any Dispatcher who attends and participates in an annual voluntary behavioral health physical with a BHP shall have the time charged as a paid "Mental Health" hours and will not be required to work their normally scheduled hours on the day of the visit.

When the Dispatcher schedules a mental health physical with a BHP, they shall notify the chief at least 72 hours in advance. The Dispatcher must provide proof of the physical as soon as possible after including:

The date of the behavioral health consultation;

The name and contact information of the certifying BHP;
Confirmation the Dispatcher attended and participated in the behavioral health consultation

The Dispatcher shall be responsible for any cost associated with the behavioral health consultation, including copays if the Dispatcher's health insurance is used
Sick leave pursuant to (enter our sick leave provision) will not be used for attending a behavioral health consultation for the sole purpose of having a behavioral health physical pursuant to this article

For the purposes of this section, a BHP shall be defined as any licensed practicing:

Psychiatrist

Psychologist

Licensed Independent Clinical Social Worker (LICSW)

Licensed Mental Health Counselor (LMHC)

A Dispatcher who fails to provide proof of physical to the Chief shall have the day off charged as vacation or, if the Dispatcher has no additional vacation, charged as other paid time off to be determined at the discretion of the Chief of Police.

Anything discussed during the behavioral health consultation shall be kept in confidence in the following manner:

All conversations, records, or other documents resulting from the behavioral health consultation will be subject to the physician-client privilege and will not be provided to the Town without the expressed consent initiated by the Dispatcher;

The Town may contact the BHP to confirm the date and attendance of the Dispatcher and credentials of the professional. The Town may not request any further information pertaining to the behavioral health consultation

The behavioral health consultation shall not be a substitute for a fitness for duty examination. Any questions pertaining to a Dispatcher's fitness for a duty shall be addressed pursuant to (sick leave article) and/ or other applicable articles in the collective bargaining agreement and determined by the appropriate fitness for duty examination if provided for

It is agreed participation in a behavioral health consultation under this article is on a strictly voluntary basis. Nothing in this article shall be so construed as to compel a Dispatcher to participate as such compulsion would be antithetical to its purpose.

14. New Article: "Double Time" Create a new article called, "Double Time (effective 7/1/22)

If a dispatcher is required, or volunteers to work a third consecutive shift, or any hours in excess of sixteen and a half (16.5) consecutive hours the dispatcher shall

be compensated at "double time" (2x hourly rate) for all consecutive hours worked in excess of sixteen and a half (16.5) hours.

15. Except as amended herein, all other terms of the Predecessor agreement shall be carried forward into the Successor CBA without change.

16. This MOA is subject to ratification by the bargaining unit and the Town and funding by the Town meeting. The Town and Plymouth Dispatchers Union each agree to recommend ratification and funding by the Town Meeting.

Agreed to this 16th day of March 2022 on behalf of the Town and Plymouth Dispatchers Union:

For the Town

By:

Brian F. Dainton
Betty A. Carucco
SP-16
3/16/22

For Plymouth Dispatchers Union

By:

John M. Dainton
3/16/22

**MEMORANDUM OF AGREEMENT
BETWEEN
COLLECTIVE BARGAINING RELIEF ASSOCIATION
AND
TOWN OF PLYMOUTH
LIBRARY SUCCESSOR CONTRACT¹
JULY 1, 2021 – June 30, 2024**

The Collective Bargaining Relief Association (“COBRA”) and the Town of Plymouth (“Town”) hereby agree to the following terms of a Memorandum of Agreement (MOA) for a successor collective bargaining agreement (Successor CBA) to the collective bargaining agreement expiring June 30, 2021. The information below in this memorandum of Agreement shall be incorporated into the collective bargaining agreement (CBA):

1. Article VII, Overtime, effective in year two of the contract (7/1/22) shall be amended to read:

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of seven and one half (7½) hours in one (1) day or thirty-seven and one half (37½) hours in one (1) week. For purposes of overtime pay eligibility, vacation time, personal time, holidays as listed in Article 14 shall constitute time worked. Employees will be permitted to choose compensatory time in lieu of overtime pay, however, the Town reserves its right under the law, to pay for any or all overtime rather than grant compensatory time. Employees may only have 56.25 hours of compensatory time (thirty-seven and one half (37½) hours of overtime worked at time and half) on the books at any one time. Employees may use and replenish their compensatory time; however, they shall not have more than 56.25 hours at any time. **At the end of a fiscal year, any compensatory time balance will be paid out at the employee's regular rate of pay and shall not carry over to the next fiscal year.** Employees are allowed to carry over all compensatory time into a new fiscal year. Librarians are considered non-exempt under the provisions of the Fair Labor Standards Act.

Where existing contract text is shown, it is reflected in regular font. Additions to regular text, or entirely new text, are reflected by **bold font** and deletions are reflected by ~~strike-through~~. Except as otherwise stated, all language changes shall be effective upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting. All economic provisions shall be effective upon the date stated, and if no date is stated, on the upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting.

Any full-time employee called back to work on the same day after having completed his/her assigned work and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half (1 ½). **Effective July 1, 2022, he/she will be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½).**

Overtime shall be equally and impartially **offered and** distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek.

When in the case of other extreme emergencies, it is necessary to call in personnel from other areas in the library, other Town Departments, or outside contractors, to aid and assist, the personnel from such other areas shall be released from their duties first when the work load lessens. However, the employer agrees that the use of contract work shall not inhibit the full use of the regular employees during such emergency to the extent that they are able to perform their duties.

Overtime will be scheduled and recorded through the use of online scheduling software as is currently utilized at the Library. The employer shall keep records in a time book of the overtime work. Such records will list the times and days that employees will be available for overtime work. The employer shall first ~~request offer overtime to~~ employees who have indicated availability for overtime work and are listed on the above mentioned list before calling any other employee for overtime work ~~through the use of the online scheduling software.~~

Employees who refuse to work overtime three (3) times within a two (2) month period shall be removed from the voluntary overtime list.

In the case of a grievance involving such records, they shall be subject to examination by the Association Representative ~~or the Shop Steward with the foreman of the division involved.~~

A record of the overtime hours worked by each employee shall be furnished upon request of the Association Steward.

Overtime work shall be voluntary except that in emergencies, or as the needs of the library require, employees may be required to perform work. Employees shall be given as much advance notice as possible of overtime work. There shall be no discrimination against any employee who refused to work overtime. ~~In requiring overtime, The employer shall~~

offer employees make requests for overtime by seniority on a rotating basis.

If sufficient employees do not volunteer to work overtime when requested by the employer on any occasion, the employer may then call in substitute employees to work. If the needs of the library still require additional staffing after calling substitutes, then the employer will be able to require employees to work overtime by **inverse seniority on a rotating basis.**

2. Article XXVI, Continuing Education Program, effective in year two of the contract (7/1/22) shall be amended to read:

In order to motivate, improve job skills and/or promote employees, the employer agrees to institute a continuing education program for which a permanent employee may be granted **paid compensatory time off** for all undergraduate and graduate course work. This program shall be run at the discretion of the employer. All courses must be approved in advance of their taking by the Director. The Director shall limit the number of employees who may take such a course at any one time. No employee may **be reimbursed for take** more than one course per semester.

If an employee attends seminars, training or classes this time does not qualify for overtime or compensatory time unless attendance is required by the Department Head and prior approval has been granted.

The Employer agrees to pay a maximum of **\$500 \$1000** per library science course, **and/or courses in fields related to employee's job duties at the discretion of the Library Director after consultation with the employee**, that an employee takes at a school of higher education to an annual maximum of **\$5,000 \$10,000** for the entire bargaining unit.

The Employer shall pay an annual stipend in pro-rated amounts included in the employees' paychecks every pay period to all employees who obtain degrees that are required for their positions and/or that are relevant to the employee's position per the discretion of the Library Director. These stipends shall not be combined.

A. Associate's Degree	\$1000
B. Bachelor's Degree	\$2200
C. Master's Degree	\$3200

3. Article XII, Vacations, effective in year two of the contract (7/1/22) shall be amended by including a new Section 15 to read:

15. Upon request, eligible employees, are entitled to payment from the Town of a full work day's wage at their current rate up to a maximum of five (5) days of accumulated unused vacation per fiscal year. In order to be eligible for this benefit said employee must have been employed as a member of this bargaining unit for ten (10) years or more and have 4 weeks of vacation on the books.

4. Article XVII, Sick Leave, effective in year two of the contract (7/1/22) shall be amended at Section J, Sick Leave Buy-Back, to read:

j. Sick Leave Buy-Back: The Town agrees that it shall pay to the employee upon his voluntary retirement or upon the death of said employee to his named beneficiary ~~\$30.00 fifty percent of an employee's unused, accrued sick leave calculated at the rate of the employee's wages for a full work day of work for each day of accumulated unused sick leave remaining in the account of said employee for fifty (50%) percent of the total hours of said accumulated sick leave, up to a maximum payment of Three Thousand (\$3000.00) Four Thousand (\$4,000) Dollars.~~ In order to be eligible for this benefit said employee must have been employed as a member of this bargaining unit for ten (10) years or more. Employees who accept the town's long term disability insurance option will not be eligible for this buyback plan.

5. Article XXXVI, effective in year two of the contract (1/1/23) Longevity, shall be amended to read:

Each employee shall receive an annual longevity payment upon the following basis:

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$100
10 years	\$150
15 years	\$300
20 years	\$550
25 years	\$750
30 years	\$1000

Completed Years	FY22-25 \$ Amount
-----------------	-------------------

5	\$125
6	\$175
7	\$225
8	\$275
9	\$325
10	\$375
11	\$425
12	\$475
13	\$525
14	\$575
15	\$650
16	\$725
17	\$800
18	\$875
19	\$950
20	\$1,225
21	\$1,300
22	\$1,375
23	\$1,450
24	\$1,525
25	\$1,600
26	\$1,600
27	\$1,600
28	\$1,625
29	\$1,700
30	\$1,775
31	\$1,850
32	\$1,925
33	\$2,000
34	\$2,075
35	\$2,150
36	\$2,225
37	\$2,300
38	\$2,375
39	\$2,450
40	\$2,525

Those employees eligible for longevity shall receive their longevity pay the last pay period in November in **pro-rated amounts included in the employees' paychecks every pay period**. Those Employees who complete five, ten, fifteen, twenty, twenty five or thirty years of service in a given calendar year will be eligible for the respective amount in the calendar year they complete said number of years of service.

6. Article XXIV, Classification Plan-Pay Rates, shall be amended at Section 3 to read:

Section 3. An employee in continuous full-time or part-time employment shall receive the increment between his/her present rate and the next higher step rate after recommendation by the Head of the department according to the following schedule:

- a. On January first or July first provided he/she has completed thirty weeks' service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

On July 1, 2017 a 2% "senior step" will be added to the existing wage scale. Employees are eligible for the senior step if they have completed seven (7) years of service to be applied on January 1st or July 1st, whichever date comes first after seven (7) year completion. **On July 1, 2022, Step 1 shall be eliminated from all pay grades and a new senior step will be added at a rate two percent higher than the next preceding step.**

For employees hired after July 1, 1997: On July first provided he/she has completed fifty-two (52) weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

- b. Hereafter one year from the date of his/her previous increase until he/she attains the maximum rate of the range of the compensation grade to which his/her position class is assigned.
- c. Employees in continuous part-time employment eligible for increments under the provisions of this sub-section shall be those occupying positions in classes for which compensation is provided in the compensation schedule contained in this Article.
- d. Employees who are denied an increment shall be given the reasons for the denial in writing by the Department Head.

7. Appendix A, Classification and Pay Plan, shall be amended to read:

Step raises and/or salary adjustments are not automatic. They shall be reviewed annually and approved by the Town upon recommendation of the Director.

Effective July 1, 2022, all bargaining unit classification pay rates shall be increased by four thousand dollars (\$4,000) as an equity adjustment.

All salaries within the library employees collective bargaining agreement will be amended and increased as follows:

FY19 (effective 7/1/18)	increase of 2.0%
FY20 (effective 7/1/19)	increase of 2.0%
FY21 (effective 7/1/20)	increase of 2.0%
FY22 (effective 7/1/21)	increase of 2.0%
FY23 (effective 7/1/22)	increase of 2.0%
FY24 (effective 7/1/23)	increase of 2.0%

Part-time employees will be paid the same hourly rate as full-time employees.

~~Wage re opener: The parties agree to re open this Agreement for discussion of wages only in the event that the Town's State Local Aid reaches a minimum of 26.7 million dollars (recurring) and Local Receipts reaches a minimum of 14.7 million dollars (recurring), or any combination thereof to total 41.4 million dollars between State Local Aid and Local Receipts.~~

8. Article XXI, Miscellaneous Provisions, shall be amended at sections 9 to read:

9. New Technology – The installation of self-checkout machines **or other new technology** at the library will not result in a reduction of staff. The self-checkout machines **and other new technology** will in no way affect staffing levels at the library. There will be no use of volunteers or library pages to assist patrons with the use of self-checkout machines **or other new technology**.

9. Article XII, Vacations, shall be amended by including a new Section 16 to read:

16. Employees shall not earn or accrue vacation time while not on full pay status.

10. Article XVII, Sick Leave, shall be amended by included a new Section K to read:

k. Employees shall not earn or accrue sick time while not on full pay status.

11. Article XXIV, Classification Plan – Pay Rates, shall be amended at Section 7 to read:

Wage re-opener: It is understood that if any other Town-side managed collective bargaining group or non-Association group reaches an agreement for a “more beneficial total economic package” during the lifetime of this contract, the contract may be reopened on the issue of economics only. A “more beneficial total economic package” shall be defined as a group receiving a greater percentage wage increase on the wage schedule than the amounts set forth above. ~~Reclassifications shall not be a cause for reopening the contract~~ **This article shall not apply when a greater wage increase is awarded as the result of an arbitrator’s decision, a JLMC award or a reclassification.**

12. Article I, Recognition, shall be amended at the first paragraph as follows:

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time employees, and regular part-time employees for the Plymouth Public Library, excluding the Library Director, Assistant Library Director, ~~Supervisor Librarian~~, Library Accounts Clerk-Manager, Building Custodians, ~~Utility Cleaners~~, Pages, Substitute Employees, temporary employees and all other employees of the Town of Plymouth.

13. Article V, Grievance and Arbitration Procedure, shall be amended at Step 2 as follows:

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within three (3) working days after the decision of the ~~Library Director~~ **Department Head**. The Town Manager shall contact the Association within seven (7) working days with a proposed hearing day and time. Such hearing shall be held within twenty (20) working days following receipt of the Department Head’s response. Following the hearing, the Town Manager will render a decision within seven (7) working days.

14. Article VI, Hours of Work, shall be amended at the first paragraph as follows:

With certain exceptions noted below, the regular hours of work each day for full-time permanent employees shall be consecutive except for

interruptions for lunch periods; the work week shall consist of seven and one-half (7 1/2) hours of work on each of five (5) days, Monday through Saturday inclusive, and the normal work day shall consist of seven and one-half (7 1/2) hours of work within a twenty-four (24) hour period, and there shall be a one (1) hour unpaid lunch period. Exceptions to the above shall be made for part-time employees. Work schedules will be posted one month in advance, except in emergency situations requiring staffing changes to provide for adequate coverage and security, and each month shall be consistent for full-time employees in allowing regular and recurring week days off including alternating Saturdays. If a full-time employee desires to vary from the posted schedule, he/she may work out a modification and/or variation of the posted working schedule only with the advance approval of the **Library** Director. If the employee and the **Library** Director are not able to reach an agreement as to variation of the posted work schedule then the employee shall continue to work under the conditions of the posted schedule. In all cases wherein full-time employees wish to work this so-called flex schedule, the **Library** Director will have the final decision as to which employees work under which schedule. In addition, if there is a conflict among employees for proposed flex-schedules, the senior employee shall have preference in working the schedule.

15. Article XII, Vacations, shall be amended at Sections 9, 11, and 14 as follows:

9. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the **Department Head Library Director**, be charged to vacation leave.
11. Vacation allowances provided under the terms of this section will be calculated on a twelve (12) month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve (12) month period that immediately follows. In unusual circumstances, exceptions may be granted by the **Department Head Library Director**. It shall be the general policy of the Town that only one (1) employee may be on vacation at a time from each library division, except at the discretion of the **Library Director**. Employees may carry over one (1) week of vacation to the next vacation year. It shall be scheduled at the discretion of the **Department Head Library Director**.
14. An employee requesting extended vacations no longer than two (2) weeks must have the approval of ~~their Department Head the~~ **Library Director**, whose approval would not be reasonably denied.

16. Article XIV, Holidays, shall be amended at the first paragraph as follows:

The following days shall be recognized as legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas
	(1) Floating Holiday (to be granted with the approval of the Director and without causing an overtime expense) Part-time employees who alternate on the Friday/Saturday A/B schedule shall receive a floating holiday on the same terms as full-time employees.

On which days employees not required to maintain essential Town services shall be excused from all duty.

17. Article XXVII, Leave of Absence for Education, shall be amended as follows:

Full-time employees may be allowed to take a non-pay leave of absence not to exceed six (6) months from the start of the leave in order to enroll in the A.L.A. accredited master's program and/or any course work required for advancement to a higher job classification with the approval of the Department Head.

The Department Head shall have the sole discretion in determining whether or not to grant an employee's request for an educational leave of absence.

A maximum of two hours will be allowed for travel to and from the work site and the site where the course is taken.

There shall be no accrual of benefit time during any unpaid leave of absence.

18. Article XXXII, Family Medical Leave, shall be amended as follows:

In compliance with the Family and Medical Leave Act of 1993, **and all amendments thereto**, the Town of Plymouth will provide FMLA leave for eligible employees.

~~Family and Medical Leave may be taken only for the following reasons:~~

- ~~1. the birth, placement for adoption, or foster care of a child;~~
- ~~2. the serious health condition of a spouse, child, or parent or,~~
- ~~3. the employee's own serious health condition.~~

~~All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve month period under the following definitions and procedures.~~

- ~~1. Eligible Employees: An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave. Eligible part time employee's leave will be prorated.~~
- ~~2. Twelve month period: The Town of Plymouth uses a rolling period measured backward from the date an employee uses any Family Medical Leave.~~
- ~~3. Accrued Leave: An employee is required to use appropriate accrued leave before going on unpaid status.~~
- ~~4. Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:~~
 - ~~a) incapacity or treatment as an in patient in a hospital, hospice, or residential medical care facility; or~~
 - ~~b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;~~
 - ~~c) or continuing treatment by a health care provider for a chronic or long term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.~~
- ~~5. Health Care Provider: A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor, or others capable of providing health care services as defined by the Department of Labor Family and Medical Leave Act rules.~~

6. Intermittent Leave/Reduced Leave Schedule: Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re occurring periods of leave.

7. Workers' Compensation: An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from earned time and, if after five days of earned time is used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

All other provisions of the Family and Medical Leave Act will apply. The Association acknowledges that the Association and the Town are subject to the provisions of the Family and Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article V (grievance article) of this Agreement.

19. Article XXXIII, Small Necessities Leave, shall be amended as follows:

In compliance with the Small Necessities Leave Act, MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.

An employee is required to use appropriate accrued leave before going on unpaid status.

1. Purpose:

~~Entitles eligible employees to take twenty four (24) hours of leave, in addition to the leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend~~

~~children's school activities and to attend to certain medical and other care needs such as:~~

- ~~a) Participation in school activities directly related to the educational advancement of the employee's son/daughter. (i.e., attending parent teacher conferences; enrolling child in school; interviewing for a new school).~~
- ~~b) To accompany employee's son/daughter to routine medical appointments, including visits for check ups, vaccinations, etc.~~
- ~~c) To accompany an "elderly" relative of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).~~

2. Policy Guidelines:

~~If need for leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.~~

~~If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.~~

~~Eligible employees are required to substitute any accrued vacation or personal leave they may have for leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the Personnel By Law apply. If an employee does not have accrued leave, the leave will be unpaid.~~

~~Leave may be taken intermittently or on a reduced leave schedule.~~

~~Employees may be required to provide certification pursuant to regulations from the Attorney General's office.~~

3. Applicability:

~~Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1,250 hours over the previous twelve (12) months.~~

20. Article XXXV, Reclassification, shall be deleted:

ARTICLE XXXV

RECLASSIFICATION

The Town agrees to conduct in Fiscal Year 2012 a reclassification study, at its sole expense, of the library. The findings of the aforementioned study may or may not be funded at the sole discretion of the Town Manager. This provision is not subject to the grievance and arbitration procedure; however, the parties agree that an appeals process shall be put into place for employees who contest the findings of the study relevant to their particular position.

21. Except as amended herein, all other terms of the Predecessor agreement shall be carried forward into the Successor CBA without change.

22. This MOA is subject to ratification by the bargaining unit and the Town and funding by the Town meeting. The Town and COBRA each agree to recommend ratification and funding by the Town Meeting.

Agreed to this 10th day of March 2022 on behalf of the Town and COBRA:

For the Town

By: Richard F. Quintal Jr.
Betty C. Curacci
SP
Do 52

For COBRA

By: Margot L. Morgan
Levi M. Buffet
Dale M. Webber - PRESIDENT