AGREEMENT BETWEEN THE

TOWN OF PLYMOUTH, MASSACHUSETTS

AND

PLYMOUTH POLICE BROTHERHOOD

FROM JULY 1, 2012 – JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE	CLAUSE	PAGE
XXXIII	Access To Personnel Files	48
XXXIV	Access To Premises And Union Activities	49
X	Attendance Standards	18
XIII	Bereavement Leave	22
XVII	Blue Cross - Blue Shield	26
XII	Court Time	21
XVI	Disciplinary Action	25
XXXII	Duration Clause	47
XX	Educational Incentive Pay	31
XXXVI	Execution of Agreement	53
VII	Extra Paid Details	11
XXIII	Grievance Procedure	35
XXI	Health and Safety	33
XIV	Holidays	23
XVIII	Hours of Duty	28
XXXV	In-Service Training	50
XXII	Leave of Absence Without Pay	34
XXVII	Management Rights	42
XXV	Night Shift Differential	39
XXVIII	No Strike Clause	43
V	Non-Discrimination	9
VIII	Overtime	13
	Preamble	4
XXVI	Pro-Rated Benefits	40
I	Recognition and Bargaining Unit	5
III	Seniority	7
XXX	Separability	45
XI	Service Connected Injury	19

IX	Sick Leave	16
IV	Special Leave	8
XXXVI	Specialty Position	52
XXIX	Stability of Agreement	44
XV	Temporary Service Out of Rank	24
VI	Uniforms and Equipment	10
II	Union Business Leave	6
XXXI	Union Dues – Agency Service Fees	46
XIX	Vacation	29
XXIV	Wages	38

PREAMBLE

The following contract by and between respectively, the Town of Plymouth, Massachusetts hereinafter referred to as the "Town" and the Plymouth Police Brotherhood, hereinafter referred to as the "Union" is designed to maintain and promote a harmonious relationship between the Town of Plymouth, Massachusetts and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment insofar as the same may be permissible by law.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the following units:

All police officers including regular permanent intermittents employed by the Town of Plymouth, excluding the Chief of Police, Captain, Sergeants, Lieutenants and all other employees of the Town of Plymouth.

ARTICLE II

UNION BUSINESS LEAVE

(A) The elected Bargaining Agent of the Union shall be allowed time off for local business, negotiations, or conferences with the Board of Selectmen or its designated agent, Chief of the Department, or Governing Body, without loss of pay or benefits, and without requirements to make up said loss time.

(B) The members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Police Union, and for time required to prepare grievances, and for the purpose of processing grievances when such activity takes place at a time during which such employee is scheduled to be on duty.

(C) Up to two officers or members of the Union shall be granted leave for a period not to exceed three (3) days each to attend meetings of the Massachusetts Police Association as provided by Massachusetts General Laws.

(D) C not to include loss of pay.

(E) Two delegates or alternate delegates will be allowed to attend the National and State Convention of the National Association of Police Officers. This is not to include a loss of pay.

ARTICLE III

SENIORITY
(See Appendix C)

Section 1. Seniority within the Plymouth Police Department, shall commence from the date of last appointment as a Certified Permanent Patrolman of the Town of Plymouth. If more than one certified permanent Patrolman is appointed on the same date, from the same civil service list, seniority shall be determined by the employee's respective position on that civil service list and this shall be applicable within classification.

Section 2. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension, or authorized leave of absence or any call to military service.

Section 3. In the event of a reduction in force, layoffs shall be in inverse order of hiring and any recall to work shall be by seniority.

Section 4. Shifts shall be worked in order of seniority and any new officer may be assigned to any shift for a period not to exceed one (1) year. All shifts will be put up for bidding three (3) times each year, to be effective on the first Sunday in June, October and February each year. The bidding list will be posted (60) days in advance. The list will contain the hours of work for each shift and the number of employees who will be assigned to each shift**.** All employees, except probationary employees will indicate their preferences. The Chief will assign an officer to each of the posted positions, based upon seniority. In so doing he will make every effort to minimize changes in group assignments. After the assignments are made by the Chief, officers will remain on their assigned shift until the next bid opportunity. If a new shift, or a temporary shift, is created between positions, it will be put up for bidding at that time following the guidelines stated above.

ARTICLE IV

SPECIAL LEAVE

Each employee in the bargaining unit may be granted special leave with pay for a day on which he is able to secure another employee to work in his place, said leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed providing:

A. Such substitution does not impose an additional cost to the Town with regard to payment of salaries or wages.

B. The officer in charge of the shift in which the substitution takes place shall be notified twenty-four (24) hours prior to its becoming effective, except in a case of emergency the notification may be made on a shorter term.

C. Neither the Town nor the Chief of Police is to be held responsible for enforcement in any such agreement between employees.

D. The person who originally makes the swap and is authorized for same by the Chief of Police is held responsible for covering the job.

E. All shift swaps shall be repaid within sixty (60) days.

F. Personal Business Leave

In any fiscal year, an employee shall be granted 17 hours of paid leave to conduct personal business under the following conditions:

a) It is recognized that the absence of the employee from work interrupts the continuous operations, upkeep, and productivity of the highest quality which is expected of Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on non- working days and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.

b) Personal leave may be taken in half day increments.

c.) Application for personal leave (except in cases of emergencies) will be made to the Chief or his designee at least forty-eight (48) hours before taking such leave. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed.

ARTICLE V

NON-DISCRIMINATION

The Town of Plymouth agrees not to discharge or discriminate in any way against employees under this agreement or Bargaining Committee Members for their Union and Association activities. Nothing in this article shall be deemed to excuse an officer from carrying out orders of his superiors. If such orders violate this agreement, then the officer will carry out the order and file a grievance later.

ARTICLE VI

UNIFORMS AND EQUIPMENT

Section 1. The Chief of Police, or some person under his supervision and control, shall supply the members of the force, exclusive of their uniform allowance referred to below, with the following item: One (1) baton, one (1) pair of handcuffs, one (1) semi-automatic, one (1) holster, one (1) traffic belt and necessary badges, provided however, that the members of the department who are issued these equipment items sign for same and by doing so, accept responsibility for same.

Section 2. New Certified Permanent Patrolmen appointed to the department will be given a full complement of uniforms for all seasons of the year in their first year of employment. After the first year of their employment, they will receive the same annual allowance as set forth below. Within 30 days of execution of this agreement, the Town will provide all uniform items that constitute the complete patrolman's uniform to those officers who have not received such items.

Section 3. Each Certified Permanent Patrolman will be given a five hundred ($500.00) dollar check during the first pay period in July for the replacement of uniforms, cleaning, maintenance and purchase of associated non-issue police equipment. Effective June 30, 2012 the amount will increase to seven hundred dollars ($700). Permanent Intermittent Patrolmen will be issued complete uniforms when hired. Upon ratification, the Department may implement the use of Tasers for unit personnel.

Section 4. The Town will provide any initial change in uniform required by the department.

Section 5. Each officer in the department will be provided with a locker.

Section 6. Shoulder patches and badges worn by the Park Police, Auxiliary Police, Dog Officers, School Crossing Guards or any other Special or Seasonal employee shall be distinctively different from those worn by Permanent Patrolmen. These patches and badges shall be conspicuously worn on all shirts, jackets and any other outer garments.

Section 7. Turtlenecks, LAPD Blue with royal blue “Plymouth Police” embroidery may be worn December 1st – March 31st. The Chief of Police reserves approval authority over the style/design of the turtleneck. Only those styles/designs approved by the Chief of Police are authorized for wear. The turtleneck is an optional item worn at the bargaining unit members’ own expense.

ARTICLE VII

EXTRA PAID DETAILS

Section 1. A roster of all details to include industrial and business traffic and other permanent extra details shall be set up to include all Certified Permanent Officers, including detectives on an hours offered basis; the officer with the least amount of hours offered will head the list for that week. As details become available they will be offered to the man on the list with the least amount of hours offered. The weekly roster will be posted in a mutually agreed upon, conspicuous place by the Chief of Police or his designee. A member of the Union appointed by the Chief will maintain the detail roster.

Section 2. Except in cases of emergency, any officer who cannot fulfill his work assignment will notify the Chief or his representative within twenty-four (24) hours prior thereto so that another officer can be assigned. In any event, no person shall accept an assignment unless the same is made by the Chief or his representative. Those persons who fail to comply with the twenty-four (24) hour notice provisions as set out above, will be disallowed from performing any details for the following three (3) days after their failure to so notify.

Section 3. It is agreed that officers who work details do so on their off duty time or at a time when they are not specifically scheduled to work in the Police Department.

Section 4. No assignment shall be made until the person or organization requesting same has agreed to pay the applicable rates and shall have deposited with the Department a certified check in an amount estimated by multiplying the rate times the total estimated hours of the detail. Payment shall be made to each member in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 53C, in the pay period immediately following the date such work is performed.

Effective December 1, 2007, time-and-one-half top step (Step 6) per hour increased by $2.74 per hour to be a $38.00 per hour detail rate. Effective July 1, 2008, time-and-one-half top step (Step 6) increased by $1.68 per hour to be a $38.00 per hour detail rate. There shall be an additional three ($3.00) dollar per hour premium for all hours worked where alcoholic beverages are sold. There shall be a minimum of four (4) hours for all work performed, and time and one half of applicable detail rate shall be paid to those working an extra paid detail assignment in excess of eight (8) hours. Effective December 1, 2001, the rate of pay for outside details arising from labor disputes shall be one and one-half (1 ½) times the regular detail rate regardless of the number of hours worked. Effective April 1, 2012 – An employee required to work a private outside detail for more than four (4) hours shall be paid a minimum of eight (8) hours. Any hours worked over eight (8) hours shall be paid in one-hour increments.

Supervisory Stipend: when a superior officer is not available, and the senior patrolman assigned supervises a detail crew of four (4) or more police officers including the senior patrolman then he/she shall receive a Five Dollar ($5.00) per hour supervisory stipend

in addition to Town or Non-Town detail rates. A patrolman supervising a non-Town detail crew of four (4) or more patrol officers including him/herself, assigned to a liquor detail, shall receive a detail rate of forty-six ($46.00) per hour. The liquor stipend and/or the supervisory stipend will also be added to the Town detail rate, as appropriate.

Section 5. Superior officers may work details in a non-supervisory capacity. They will be placed on the list to be called after all permanent patrolmen and permanent intermittents working forty (40) hours per week. They shall receive the patrolman's rate for these details. When superior officers perform details in a supervisory capacity, they shall receive the applicable superior officer's rate.

Section 6. Detailed records of Extra Paid Details shall be made available to Union members for inspection, or copies of the same for use, upon a reasonable advanced request in writing to the Chief of Police.

Section 7. All posted and offered details which an officer refuses shall be counted as worked details.

Section 8. The fact that an employee has been on sick leave shall not be a deterrent in receiving extra paid details.

Section 9. The order calling employees to work details is:

1. Permanent Patrolmen
2. Permanent Intermittent Patrolmen who are working forty (40) hours
3. Superior Officers
4. All others eligible

Section 10. It will be assumed that all officers desire to work details unless they indicate, in writing, to the contrary. Any officer who has declined to work details and later desires to work them shall be placed at the bottom of their respective grouping on the list.

While performing detail duties, officers will be in official uniform, unless otherwise requested by the contracting parties, and shall be attentive to the duties associated with the details which they are assigned.

ARTICLE VIII

OVERTIME

Section 1. Certified Permanent Patrolmen of the Police Department in full time employment, whether in uniform or not who are required to work beyond their regularly scheduled work week, shall be compensated at one and one-half (1½) times his regular pay. One and one half (1½) days off may be granted in lieu of the one and one-half (1½) times regular pay at the discretion of the Chief of Police except when otherwise required by the Fair Labor Standards Act. The Chief of Police shall not discriminate in doing this.

The use of compensatory time shall comply with the Fair Labor Standards Act.

Effective July 1, 1998, officers 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.

Accrual of compensatory time under this article will be in addition to accruals of compensatory time provided for elsewhere in the collective bargaining agreement. Compensatory time accrued under this Article and Article XXXV is to be used within the fiscal year in which it is accrued; however, an employee may carry over any balance of less than 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.

Section 2. A full-time employee called back to work on the same day after completing his regular scheduled assignment and having left his place of employment before his next scheduled starting time, shall be paid at the rate of one and one-half (1-1/2) times his regular pay, but in no event less than three (3) hours minimum at the rate of time and one-half.

Section 3. A Certified Permanent Patrolman shall be given preference in any overtime when the service required is that performed by permanent patrolmen as a customary routine. All overtime in this paragraph shall be distributed equally and impartially among all Certified Permanent Patrolmen until the list is exhausted.

Section 4. Employees shall be scheduled to work on a regular work shift or tour of duty and each work shift or tour of duty shall have a regular starting time and a regular quitting time. Any work prior to the member's scheduled starting time or subsequent to his scheduled conclusion time in the line of duty shall be deemed overtime work.

Section 5. The Chief, or the governing body, when they deem it necessary for the good and welfare of the Police Department, may call a meeting of all of the permanent members of the Plymouth Police Department, and when any training program becomes available to the Plymouth Police Department and is beneficial and adds to the

professionalism of the Police Department, all officers shall attend and shall be compensated as per this article.

Section 6. In emergencies, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible for all emergency overtime work.

Section 7. Employees may also be required to work a reasonable amount of overtime as determined by the Chief or his designee as the needs of the Department require. Under these circumstances the following procedures shall be followed:

1. The work will be offered to all certified patrolmen and permanent intermittent patrolmen on a voluntary basis in accordance with current practice.

2. In the event that sufficient personnel do not volunteer to work overtime, the Chief may require the overtime work to be performed.

3. Mandatory overtime shall be recorded on a separate list and distributed equally and impartially. Said list is to be maintained and distributed by a Superior Officer. Said overtime shall be assigned by a Superior Officer.

4. Employees shall not work more than seventeen (17) consecutive hours in any twenty-four (24) hour period (including their regular shift).

5. If an employee works seventeen (17) consecutive hours in a twenty-four (24) hour period, he shall be allowed six (6) hours of rest before returning to work.

6. If an employee is required to work overtime on a day off he shall be guaranteed eight (8) hours of work.

7. Scheduled overtime will be honored, except when other employees are not available, in accordance with current practice.

8. Mandatory overtime shall not be used to violate Article XVIII of this agreement and/or shall not be used on a regular basis to create a short shift.

9. Vacation time shall not be canceled or rescheduled except in emergencies.

10. If an employee is required to work overtime prior to the beginning of or subsequent to the end of a regularly scheduled shift, he shall be guaranteed and may be required to perform five (5) hours of work. If an employee reports to work on a voluntary call-in basis, he shall be paid in accordance with section 2 hereof, but may not be required necessarily to work for three (3) hours.

11. It is anticipated that employees will continue to cooperate in the filling of overtime assignments. Should the history of cooperation between the employees and

the Chief change, and should abuse of the overtime work guarantees become evident, there shall be a review of the guarantees provided in this section at the expiration of this agreement.

ARTICLE IX

SICK LEAVE

Section 1. Sick leave shall be limited to absence from duty without loss of pay when an employee or a member of his immediate family as defined in Article XIII, is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off duty hours.

Sick leave may not be used for any other purpose except illness, injury or disability which prevents the employee from performing his/her normal duties. With regard to an employee's use of sick leave arising out of a family member's illness, injury or disability, the reporting and notice requirements of this Article will still apply.

An employee, in order to be eligible for sick leave must notify the Chief of Police of his designee on or before the first day of any absence for which he intends to use sick leave, the nature of the illness, injury, or disability and a medical diagnosis, if possible, at the time, together with a estimate of the time the employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Chief of Police or his designee informed as to the progress of the sickness, injury, or disability and may be required, at the Town's expense, to provide a doctor's certificate at the discretion of the Chief of Police or his designee, if his absence exceeds 25 ½ work hours.

During such absence no salary or wage shall accrue to the said employee except during periods of authorized sick leave in accordance with this Article. Verification of sickness by a physician may be required in certain circumstances, such as excessive absenteeism, or an unusual pattern of absences.

If deemed to be in the best interest of the Town, the Town Manager may require any employee receiving sick leave pay to be examined by a physician chosen by the Town, such examination shall be administered without charge to the employee. In cases of disagreement, a third physician or specialist in the field will be selected by the parties.

(A) All permanent patrolmen, shall be granted 127 ½ hours sick leave each fiscal year. All sick leave shall be charged on an hour-for-hour basis. All unused sick leave will be accumulated from year to year up to a maximum of 1,700 hours (1,530 hours for those employees who elect the Long Term Disability benefit.)

Permanent Intermittent Officers shall be granted sick leave each fiscal year on the following basis.

1. A minimum of 600 hours worked for the Town: 42.5 hours sick leave.
2. A minimum of 1200 hours worked for the Town: 85 hours sick leave.
3. A minimum of 1800 hours worked for the Town: 127.5 hours sick leave.

A Permanent Intermittent officer shall receive such sick leave during the fiscal year in the above increments as department records indicate the minimum hours have been worked. All unused sick leave will be accumulated from year to year up to a maximum of 1,700 hours, (1,530 hours for those employees who elect the Long Term Disability benefit) and shall be carried forth if the Permanent Intermittent is appointed as a Permanent Patrolman. A Permanent Intermittent Officer shall not receive sick leave pay unless he is absent due to sickness, injury, or disability on a day he was scheduled by the Department to work.

(B) The Chief of Police or his representative shall maintain a record for each employee of all sick leave used and accumulated. A summary of said record of sick leave shall be sent to the Secretary of the Union on a six (6) month basis.

It is specifically agreed that if a member of the Police Department exercises his rights under this provision of the contract to use sick leave he will not be penalized in any manner for the exercise of that use. Most specifically, he will not be penalized as to the assignment of overtime and extra work because of such use.

Employees suspected of abusing sick leave privileges may be required to submit a medical certificate to be paid by the Town, in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him an opportunity to improve. If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement will be periodically reviewed with the employee, at least once in each six month's period. If a determination is made that the employee's sick leave record has improved to the extent that a medical certificate is no longer required for absences, the employee will be so advised in writing.

It shall be stipulated that should the employee require no further counseling relative to sick leave usage during the ensuing year, the previous notice requiring the employee to submit a medical certificate in substantiation of each absence due to claimed illness, regardless of duration, will be withdrawn from his official Personnel Folder. Should a determination be made that the employee's record has not improved, he will be so advised in writing.

ARTICLE X

ATTENDANCE STANDARDS

The employees agree that the maintenance of good health and physical fitness is important to their successful performance as a police officer. Employees are to be at work on a regular, consistent and continuing basis. An excessive or unusual amount of absence from work is contrary to the Town's attendance requirements.

Employees who use sick leave shall not be penalized as to assignment of overtime and other extra work merely because of sick use. However, employees who exceed the average number of separate times out for personal illness for members of this bargaining unit in a year or employees who use all of their annual or accumulated sick leave may be considered excessively absent. Consideration will be given to employees who have a serious illness or injury.

ARTICLE XI

SERVICE CONNECTED INJURY

A. Whenever a police officer is incapacitated from performing any of the duties of a police officer because of an injury sustained in the performance of his duty without fault or negligence of his own, he shall be granted leave without loss of pay for the period of such incapacity in accordance with Massachusetts General Laws Chapter 41, Section 111F and subject to all the provisions of this Agreement, provided that no such leave shall be granted for any period after such Police Officer has been retired or pensioned in accordance with law. Leave without loss of pay for a Police Officer who is on leave of absence in accordance with either the provisions of this Agreement and/or other applicable statutes shall include his regular pay and other benefits which, however, shall be subject to pro-ration to the extent that is specifically set forth in this Agreement.

B. The said leave shall terminate when a physician designated by the Town determines that such incapacity no longer exists pursuant to Chapter 41, Section 111F of the Massachusetts General Laws.

C. The said leave shall also terminate when a physician appointed by the Town determines that the Police Officer is capable of performing some (one or more) limited (less than full) police duties on either a full-time or less than full-time basis provided that there is no disagreement with that determination by the Police Officer's attending physician. In the event of any such disagreement between the Town's appointed physician and the Police Officer's attending physician, the Town and the Police Officer, with the assistance of their respective physicians if they so desire shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the police officer's injury falls from among the staff physicians in that specialty at the Massachusetts General Hospital, the Brigham and Women's Hospital and/or University Hospital in Boston. The Town shall pay all of the costs and expenses incurred in connection with the examination of the Police Officer by the third physician whose determination shall be binding upon both the Town and the Police Officer. Until such time as the third impartial physician renders a determination that the Police Officer is capable of performing some limited Police Officer duties on either a full-time or less than full-time basis, he shall continue to be on injured leave pursuant to Chapter 41, Section 111F of the General Laws.

D. The limited duty tasks to which a Police officer may be assigned shall consist only of normal civil service police duties that are now being performed by police officers in Plymouth. Assignments to limited duty tasks shall be made by the Chief or his designee, who also may change the assignments subject to the proviso that any such assignment can only be to the tasks that are normally performed by police officers in Plymouth. The Chief will make efforts to make assignments to which the Officer has been previously assigned. Limited duty assignments will also not

normally be made to the midnight shift except for officers who had worked that shift before injury.

E. Once a Police Officer has been determined to be capable of performing limited duty status, he shall immediately become eligible for all rights and benefits without pro- ration provided under this Agreement irrespective of whether or not he is actually called back to perform limited tasks.

F. Once a Police Officer has been recalled to limited duty status, he shall remain in such status either until such time as he is medically determined to be capable of returning to full duty status or unless he re-injures himself in which case he will be required to comply with all of the procedures that are regularly followed when a Police Officer goes out on injured leave pursuant to Chapter 41, Section 111F of the General Laws.

G. In order to be eligible for injured leave as a result of either a total or partial incapacity caused by an injury which occurred in the performance of the Police Officer's duty without fault or gross negligence of his own, the Police Officer must fully comply with the promulgated procedures and policies of the Plymouth Police Department. Officers who are on injured leave status shall comply with the Police Department's rules, regulations and policies relative to such leaves. Furthermore, they shall take all reasonable steps to hasten their return to active and/or full duty status including the avoidance of any activity that might jeopardize or slow his recovery as well as adhering to all prescribed medical treatment and therapies.

H. Employees, at their request, who have been injured while not at work for the Town of Plymouth, may also be eligible to perform limited duty tasks and receive contract benefits without pro-ration, subject to the medical review procedures of paragraph C and any other rules or procedures governing limited duty. Such employees can remain in this status until medically cleared for full duty.

I. This new article is not intended to affect retirement standards for medical reasons or otherwise.

ARTICLE XII

COURT TIME
(See Appendix B)

Any employee who is required to attend Court after his regular shift or on his day off for matters which arise out of the performance of his/her duty for or on behalf of the Town of Plymouth, or as a result of being sent to another town to provide mutual aide, will be paid at a rate of time and one-half for such time in Court, and she shall be guaranteed a minimum of three (3) hours of pay at this rate.

ARTICLE XIII

BEREAVEMENT LEAVE

Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be thirty-four (34) work hours commencing upon the date of death**.** For the purposes of this Article, the term "immediate family" shall mean the employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, sister-in-law, brother-in-law, grandparents, and grandchildren. When circumstances warrant, the commencement of the leave may be altered at the discretion of and with the approval of the Chief.

ARTICLE XIV

HOLIDAYS

All members of this group will be guaranteed eleven (11) paid holidays as follows:

New Year's Day
Dr. Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Each member of the bargaining unit shall receive payment for these holidays in a lump sum in the first payroll week in June. This lump sum to be paid in a check separate from the regular payroll check.

If a situation arises in which the staffing level of any one shift on Thanksgiving is equal or exceeds the full staffing level plus fifteen (15) additional law enforcement personnel, whether federal, state, municipal or county (but excluding details requested by outside entities or by other Plymouth departments such as DPW or School Department), the following shall occur:

1. All of the officers who actually work on that Thanksgiving shall be allowed to take one additional day off with pay within the same fiscal year as the occurrence of the above event.

2. The normal procedures concerning the taking of vacation time will apply to the taking of the additional day off referenced in paragraph 1. This additional day off can only be taken as an entire 8.5 hour block of time.

3. All of the officers who work overtime on the Thanksgiving in questions will be paid at a double-time rate for such overtime.

4. Paragraphs 1 and 3 above apply to any shift that begins on Thanksgiving.

ARTICLE XV

TEMPORARY SERVICE OUT OF RANK

Members of the Police Department who are appointed by the governing body to serve in a higher rank for a period in excess of two (2) weeks shall be compensated at a rate of pay in the next higher rank above their existing rate for such further consecutive time as they shall serve in this specific appointment.

ARTICLE XVI

DISCIPLINARY ACTION

A. It is agreed that disciplinary action or discharge shall be prescribed under the rules and regulations of the Civil Service Commission.

B. If a Police Officer is a suspect in a criminal investigation, or likely to be arrested, or under arrest, he shall be offered the same constitutional rights as are accorded to a civilian, including but not limited to the right to counsel, the right to remain silent and shall be advised of these rights before any questioning begins.

C. Should the Chief of Police anticipate giving disciplinary action or suspension to an officer or officers they may request and have Union representation before any questioning.

D. Disciplinary action will only be taken for just cause.

E. Letters of reprimand against employees will be subject to review and removal from the employees official personnel files provided the employee has had no further infractions occur during the following specified time period: Letters of reprimand reduced to writing – two (2) years.

ARTICLE XVII

BLUE CROSS - BLUE SHIELD

The parties agree that the contribution for employee health, welfare and insurance plans will based on a rate of 80% contribution by the Town and 20% contribution by the employee.

The Town may offer “Blue Choice PPO” to unit members in addition to the current “Master Medical” plan offered;

Long term disability and dental plans at 80/20 contribution rate are offered to those employees who choose the Blue Choice PPO. In addition, employees who elect the LTD option will have their accumulation of sick days as provided in Article IX, section 1(A), reduced from 200 to 180.

If the carrier or provider is changed, the Town shall maintain the current levels of benefits offered by Blue Choice PPO (assuming such a plan is in place pursuant to subparagraph 2) above and Master Medical plans of Blue Cross/Blue Shield.

Eligible members of this group shall be covered under the “Home Rule Petition” as enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

> Section 1. Notwithstanding any general or special law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least five (5) years before their retirement, their spouse and dependents shall be entitled to receive the same percentage of premium contribution provided by the town on the date of hire of the employee, but no greater than 90 percent, for so long as the retiree remains continuously enrolled in the benefit plan, notwithstanding any alteration in health plan premiums by the Town.
>
> Section 2. This act shall apply to all non-union employees who are eligible for health insurance benefits and to employee groups who agree within 60 days of the effective date to this act, to increase in the percentage paid by active employees to 20 percent effective July 1, 2003. This act shall also apply to any employee who is enrolled in a health or dental plan offered by said Town and retired from the service of the Town after February 26, 1998 but before July 1, 2003.
>
> Section 3. Employee groups that do not agree, within 60 days of the effective date of this act, to an increase in the percentage paid by active employees to 20 percent effective July 1, 2003 shall not be guaranteed the rate of hire percentage contribution upon retirement.

Section 4. If the commonwealth mandates an increase in the minimum percentage contribution active employees only shall pay toward their health insurance, the provisions of this act governing the percentages to be paid by retirees shall not be affected.

Section 5. This act shall take effect upon its passage.

ARTICLE XVIII

HOURS OF DUTY

Section 1. The normal hours of duty will be as follows:

First Shift	- - - -	7:30 a.m.	to	4:00 p.m.
Second Shift	- - - -	3:30 p.m.	to	12:00 midnight
Third Shift	- - - -	11:30 p.m.	to	8:00 a.m.

Section 2. Shift assignments will be at the discretion of the Chief of Police but not in conflict with Article III, Section 4 or the 4 and 2 work schedule.

Section 3. Other shift assignments will be at the discretion of the Chief of Police but not in conflict with Article 111, 4, or the 4 and 2 work schedule.

ARTICLE XIX

VACATION

Vacations shall be granted on a seniority basis by shift.

Section 1. An employee in continuous service shall be granted eighty-five (85) hours vacation with pay provided he has completed thirty (30) weeks of service prior to July 1st.

Section 2. An employee with less than thirty (30) weeks of continuous service as of July 1st will be granted 8 ½ hours of vacation for each full month of continuous service completed prior to July 1st but not to exceed 42 ½ hours of vacation. The provisions of Sections 1 and 2 of this Article shall be applicable to all employees hired after July 1, 1985, all current employees shall receive vacation in accordance with the arbitrated award concerning this Article.

Section 3. An employee who has completed five (5) years of service shall, in the year during which this length of service has been completed and thereafter, be granted 127.5 hours of vacation with pay.

Section 4. An employee who has completed ten (10) years of service shall, in the year during which this length of service has been completed and thereafter, be granted 170 hours of vacation with pay.

Section 5. An employee who has completed fifteen (15) years of service shall, in the year during which this length of service has been completed and thereafter, be granted 212 ½ hours of vacation with pay.

Section 6. Effective July 1, 2002, employees who have completed twenty (20) years of service shall, in the year during which this length of service has been completed and thereafter, be granted annually an additional 8.50 hours of vacation pay for each additional year of service up to and including twenty-five (25) years to the accrual to which they are otherwise entitled.

Section 7. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 8. Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by

retirement or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the armed forces occurred, up to the time of the employee's separation from the payroll.

Section 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 Chief, be charged to vacation leave.

Section 10. An employee, unless receiving pay for such a day or date under the provisions of section 17A of Chapter 147 or Section 57A of Chapter 48 of the General Laws, shall be granted an additional 8 ½ hours of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday or Friday.

Section 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 Chief. Such vacation shall be granted by him at such times as, in his opinion, it will cause the least interference with the performance of the regular work of the Town.

Section 12. An employee shall not be allowed to work for the Plymouth Police Department during his vacation leave and be compensated with extra pay without approval of the Chief.

Section 13. This section shall be implemented according to Section 111 of Chapter 41 of the Massachusetts General Laws which the Town of Plymouth accepted on November 4, 1914 as Chapter 217 of the Acts of 1914, known as General Laws, Chapter 41, Section 111.

Section 14. Employees shall be granted vacation leave any day or days of the year, including holidays, provided coverage is available when such coverage is necessary. Employees shall be granted 8 ½ hours vacation leave with a minimum of three (3) hours notice to the Chief of Police or his designee, provided coverage is available, when such coverage is necessary.

Section 15. There must be three (3) days' notice for use of any vacation time.

ARTICLE XX

EDUCATIONAL INCENTIVE PAY

Purpose: To encourage members of the Plymouth Police Department to better themselves educationally and at the same time, bestowing upon the Department their knowledge and educational experience to the field of law enforcement. By attending college and gaining greater intellectual skills, both the Town and the employee receive mutual benefits towards a collective objective of providing better quality of service to the townspeople through more skilled professional police officers.

Therefore, the Town agrees to pay the police officers incentive pay based on the number of credits earned at institutions of higher education.

Under the provisions of this contract and Article, both parties recognize and agree that there shall be two (2) separate categories under the Educational Incentive Pay Formula, hereto referred to in Sections 1 and 2 of this Article.

Section 1. Police Officers who have earned educational credits prior to January 1, 1981, shall be granted the following rate of compensation under the terms of this contract. The terms are:

a. Police Officers with ten (10) credits shall receive three (3%) percent of their base salary;

b. Police Officers with twenty-four (24) credits shall receive six (6%) percent of their base salary;

c. Police Officers with forty (40) credits shall receive ten (10%) percent of their base salary;

d. Police Officers with sixty (60) credits shall receive fifteen (15%) percent of their base salary;

e. Police Officers with one hundred and twenty (120) credits shall receive twenty (20%) percent of their base salary;

f. Police Officers with one hundred and fifty (150) credits shall receive thirty (30%) percent of their base salary.

Section 2. Any regular, full-time police officer, or Permanent Intermittent police officer, commencing such incentive pay programs shall be granted a base salary increase as follows:

a) Ten (10%) percent upon obtaining an Associate's Degree or sixty (60) points earned towards a Baccalaureate Degree;

b) Twenty (20%) percent increase upon obtaining a Baccalaureate Degree

c) Thirty (30%) percent increase upon obtaining *a* Master's Degree or for a degree in law.

Officers eligible under Section 2, must obtain a degree in law enforcement or related field, as approved by the Board of Higher Education under provisions of M.G.L. Chapter 41, ss 108L.

Section 3. Employees of the Police Department who are not considered permanent members as defined by Civil Service Law but are receiving educational incentive benefits under the terms described in Section 1, shall continue to receive those benefits at the rates described under Section 1.

Section 4. All employees of the Police Department who are not permanent members of the Department as defined in the Civil Service Law and who commence their employment after January 1, 1981, shall receive, if they are entitled, education incentive benefits under the terms described in Section 2 of this Article.

Section 5. If Chapter 41, ss 108L is repealed by the Legislature then this provision will be reopened for negotiations between the parties.

Section 6. Effective upon ratification only permanent full-time police officers, hired prior to July 1, 2012, shall be eligible for benefits under sections 1 through 5 above. Employees hired as full-time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for an annual payment of $5000 for a bachelors degree in law enforcement, and $7500 for a masters degree in law enforcement. All eligibility criteria for C.41, §108L shall be applicable to degrees for this benefit.

ARTICLE XXI

HEALTH AND SAFETY

Section 1. A safety committee of three (3) members of the Plymouth Police Union shall make recommendations to the Chief of Police for improvements of general health and safety of the employees.

Section 2. The Town shall provide efficient and safe equipment and material to protect the health and safety of the employees.

Section 3. No police officer shall be compelled to do any repairs other than for emergency repairs.

Section 4. It shall be the duty of the officer in charge of the cruiser to immediately report any needed repairs to his commanding officer. It shall be the duty of the Shift Commander to report any vehicles in need of repair through the proper channels and to the Safety Officer, who, in turn, shall report to the Chief.

Section 5. The Chief and the Union will develop and implement new policies to provide more safety for one-man cruisers.

Section 6. The Town shall, at its expense, make available to the members of the bargaining unit the Hepatitis B vaccine. A joint labor management committee is also being created by the Town and the Union to discuss issues that may arise over the implementation of this provision.

ARTICLE XXII

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the bargaining group. Such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case will be determined by the employer.

Officers will not be eligible for unpaid leaves of absence under this Article, until they have at least five (5) years of service; additional leaves of absence may only be granted one in each five year period; however, exceptions to this policy may be made at the discretion of the Chief.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. PURPOSE: The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, fringes or rates of pay referred to in this contract may be processed as a grievance under the following procedure:

B. PROCEDURE: If grievances are not filed in writing under Step #1 within ten (10) calendar days after knowledge or reason to know of the occurrence of the incident upon which the grievance is based, it shall be deemed waived.

If a grievance under any of the steps spelled out under the terms of this agreement are not complied with by the Town under the time limits, then the grievance shall automatically be transmitted to the next step under the grievance process.

If the Union or an employee fails to present his or her grievance to the next level as required under the terms of the grievance procedure, in a timely fashion, to the proper party under the Step procedures, then the grievance shall be deemed to have been waived.

However, the grievance, if technically waived because of failure to comply with the Step procedures, can be reinstituted by agreement by both parties. The agreement for reinstitution must be in writing, and the agreement to recommence the grievance must be instituted within thirty (30) calendar days after the grievance has been technically waived.

The written grievance shall describe, in a concise manner, the nature of the grievance, the article or articles under the terms of this Agreement that have been allegedly violated, the remedy that is being sought by the aggrieved party or the Union, and the signature of the aggrieved party or a Union officer shall appear on the grievance.

All responses to a grievance filed with the Town under the Step procedures defined in this contract shall be given to the Union and the aggrieved party in writing.

If a grievance is passed on from one Step to another, a letter from the Union indicating that fact must accompany the written grievance. The Union must also attach a copy of the written response it received, if any, at the previous Step.

If the Union or the aggrieved party files a grievance, and there are other members of the bargaining unit that the grievance may apply to, then one unified grievance in behalf of all the aggrieved parties shall be filed. The unified grievance shall be called a "class action grievance" for the terms of this agreement.

Under the "class action grievance", the names of the aggrieved parties shall appear on the grievance, the specific terms under the contract that have been violated, and the remedy that is being sought by the Class.

The purpose of this grievance is to avoid duplicitous grievances from the bargaining unit.

The finding and the agreed remedy, if one is reached, shall only apply to those specifically named in the grievance award.

In any matter in dispute which is governed by both the provisions of this Agreement and by the provisions of the Civil Service Law (Mass. General Laws, Chapter 31), the employee may process his claim either through the Grievance and Arbitration Procedure of this Agreement or through the Civil Service Commission and/or the Courts pursuant to M.G.L. Chapter 31. The employee must submit a written election of procedure within ten working days (excluding Saturday, Sunday and legal holidays) of the decision of his Appointing Authority which has given rise to the dispute involving the employee.

If the employee elects to go to arbitration he shall submit a written waiver of his rights under Chapter 31 and vice-versa.

Step #1. A grievance shall be then reduced to writing by the Union and presented to the Chief of Police, the Chief, or in his absence, the Acting Chief of Police, shall meet with the Grievance Committee within eleven (11) calendar days from the time the grievance is presented to him and he shall answer the grievance in writing within five (5) days after the meeting.

Step #2. If the grievance is not resolved in Step #1, the Grievance Committee may refer the complaint to the Town Manager or his designee within five (5) days from the receipt of the Step #1 answer, exclusive of Saturdays, Sundays and Holidays. The Town Manager or his designee shall meet with the Grievance Committee within nine (9) days to discuss the grievance, and will answer the grievance in writing within nine (9) days after the meeting ends.

Step #3. If the answer of the Town Manager does not satisfactorily adjust the grievance, it may be submitted to arbitration within fifteen (15) days from the date of the Town Manager's answer.

The grievance shall be submitted to arbitration by means of a written notification to the Town Manager. The grievance shall be submitted to the American Arbitration

Association for the selection of an Arbitrator and for the holding of a hearing in accordance with its labor arbitration rules then in effect.

The Arbitrator shall have jurisdiction only over disputes arising out of the grievances as defined in this Article. The function of the arbitrator is to determine the interpretation, meaning or application of specific provisions of this Agreement not excluded from arbitration. The arbitrator will be without power or authority to make a decision or an award which violates the statutory or common law of the Commonwealth or an award which requires the Commission of an Act prohibited by law or an award which violates any of the specific terms and conditions of this Agreement, or an award which adds to, modifies, or subtracts from the provisions of this Agreement.

The arbitrator will be without power or authority to hold hearings or render an award or a decision concerning any matter which has been specifically excluded from the grievance and arbitration procedure under this Agreement.

The decision of the arbitrator shall be final and binding upon the parties, except that the Arbitrator shall not recommend a right or relief for any period of time prior to the effective date of this Agreement. Nothing in this section shall limit the Union's right to process grievances arising under an agreement in effect immediately prior to the effective date of this Agreement so long as the time limit set out in that prior Agreement had been satisfied. The decision of the Arbitrator may be reviewed or confirmed as is provided by Massachusetts General Laws, Chapter 150C.

The parties shall share equally in the cost of the arbitration proceeding.

The parties agree that where a grievance may also be subject to Civil Service Commission procedures, a choice of remedies must be made.

Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties.

Each party shall have the right to employ a public stenographer or use a mechanical recording device at Step #3 in the procedure. The party shall make a copy of the recording or transcript available to the other party.

All time limits in this Article shall mean "calendar days."

ARTICLE XXIV

WAGES

Section 1: The parties agree to the following wage increases

FY 13 (effective 7/1/12) increase of 1%
(effective 1/1/13) increase of 1%
FY 14 (effective 7/1/13) increase of 1%
(effective 1/1/14) increase of 1%
FY 15 (effective 7/1/14) increase of 2.5%

Base Salary Equity Adjustments

Effective 7/1/14 – increase of 1%
Effective 6/30/15 – increase of 1%

Section 2: Officers will be paid on a weekly basis by direct deposit.

Refer to Appendix A for applicable wage rates.

Section 3: All members of the K-9 unit will be compensated $400.00 per year for maintenance and care for each K-9 dog while the dog is kept on his property or under his care and protection.

Section 4: All of the financial provisions of this Agreement, including wages and other economic fringe benefits are subject to Town Meeting funding and appropriation on an annual basis. In the event that the Town Meeting shall reduce the budget which has been submitted by the Selectmen for their approval, or if it fails to approve requests for appropriations to fund provisions or amendments to the economic provisions of this Agreement, then the parties agree to renegotiate the economic provisions of this agreement.

Senior Step 6: Effective January 1, 2012 a Police Officer upon completion of seven (7) years of service will be placed on Senior Step 6 on the date that he/she has achieved seven (7) years of service. The Senior Step 6 is three (3%) percent over Step 5 .

ARTICLE XXV

NIGHT SHIFT DIFFERENTIAL

Officers are eligible to be paid compensation in addition to their base salary for scheduled regular shifts between the hours of 3:30 p.m. and 8:00 a.m.

All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 2½% of the officer's annual base salary. Amount will increase to 3% effective July 1, 2004. Amount will increase to 4% effective January 1, 2015.

There shall be no holiday/weekend differential

This differential shall not be used in the calculation of any overtime rate of compensation.

ARTICLE XXVI

DEFERRED COMPENSATION

The Town shall make a matching contribution of 15 percent to an ICMA deferred compensation plan. The match will be based on the maximum amount an employee can contribute evenly over a 52-week period without exceeding the IRS maximum annual regular contribution. The plan shall be consistent with that presently provided to the Police Superior officers.

ARTICLE XXVI

PRO-RATED BENEFITS

Section 1: Police Officers who are absent from duty (with or without pay, excepting officers who are receiving sick leave compensation pursuant to Article IX Sick Leave) shall have certain benefits pro-rated according to the amount of time that they are absent from work during a fiscal year.

The benefits that are subject to pro-rating are:

1. Clothing Allowance
2. Vacations
3. Sick Leave

1. In the fiscal year in which the long-term absence begins, the following formula shall be applicable:

   (a) Employees who are absent for six months or less will have no pro-ration of benefits.

   (b) Employees who are absent more than six months but less than nine months will have these benefits pro-rated by 50%.

   (c) Employees who are absent more than nine months but less than twelve months will have these benefits pro-rated by 75%.

2. In any subsequent fiscal year the following formula will apply:

   (a) The employees who do not perform any work for the Town for the entire fiscal year shall receive none of the listed benefits for that year.

   (b) Employees who are absent from work for more than nine consecutive months or more in a fiscal year shall earn or be paid 25% of the listed benefits.

   (c) Employees who are absent from work for more than six consecutive months in a fiscal year shall earn or be paid 50% of the listed benefits.

   (d) Employees who are absent from work for more than three consecutive months in a fiscal year shall earn or be paid 75% of the listed benefits.

   (e) Employees who are absent from work for less than three consecutive months in a fiscal year shall earn or be paid 100% of the listed benefits.

Section 2. Those officers who are determined capable of performing limited duty tasks pursuant to the provisions of Article XII of this Agreement (whether assigned to such duty or not) shall not have any benefits pro-rated for that time spent of limited duty.

ARTICLE XXVII

MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, it shall have the sole rights, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance and operation of the equipment and property used by the Police Department. The equipment and property shall be maintained according to current practice.

B. To establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time, change or abolish such policies, practices or procedures, which shall not violate the terms and conditions of the Collective bargaining agreement, or the terms of M.G.L., Chapter 150E.

C. To select and to determine the number of types of employees required to perform the Town's operations.

D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

E. To determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work, which shall not violate the terms and provisions of this collective bargaining agreement.

ARTICLE XXVIII

NO STRIKE CLAUSE

No employee covered by this Agreement or employee organization shall engage in a strike as defined in Massachusetts General Laws, Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slow-down, or withholding of services by such public employee.

ARTICLE XXIX

STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the town or of the Union to future performance of any such term or provisions, and the obligations of the Union and the Town to such performance shall continue.

Section 3. A joint study committee comprised of two (2) labor and two (2) management representatives shall research and recommend options to the parties' negotiating committee for the successor contract to the 2006-2009 collective bargaining agreement. The joint study committee may consult a third party neutral for assistance, if necessary.

ARTICLE XXX

SEPARABILITY

If any Article or Section of this Contract or of any amendments thereto should be held invalid by any operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXXI

UNION DUES - AGENCY SERVICE FEES

A. Employees shall tender the monthly membership dues by signing the authorization of dues form. During the life of this Agreement, and in accordance with the terms of the form of authorization of check-off dues levied in accordance with the constitution of the Union, the Town shall deduct said amounts from the pay of each employee who executed or has executed such form, and shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted.

In consideration of this Agreement the Union agrees to hold the Town harmless from any liability, civil or criminal, which may arise out of the implementation of this Article.

B. Any member of the bargaining unit who is not a member of the Plymouth Police Brotherhood shall, as a condition of employment during the life of this collective bargaining Agreement, pay an agency service fee to the Union in an amount that is no greater than the amount that is required to become a member and remain a member in good standing in the Union to which membership dues and per capita fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of the Union shall begin on and after the thirtieth (30th) day following the commencement of his employment or the effective date of this Agreement, whichever is later. The Town agrees to deduct Union dues, assessments and/or the agency service fee from the salary of each member of the bargaining unit who signs the authorization permitting the deductions to be made. The dues, assessments and/or agency service fees that are so deducted shall be forwarded by the Town to the Secretary-Treasurer of the Union at the beginning of the month following the month for which the deductions have been made. This section of the contract shall be applied in conformance with Chapter 150E, Section 12, and Chapter 180, Section 17A of the General Laws of Massachusetts.

ARTICLE XXXII

DURATION CLAUSE

This agreement shall become effective July 1, 2006, and shall continue in force through June 30, 2009. Either party to this Agreement wishing to terminate, amend, or modify the Agreement may do so by notifying the other party no more than one hundred eighty-five (185) days nor less than sixty (60) days prior to the termination of this Agreement.

Within fifteen (15) days after receipt of such notification by either party, a conference shall be held between the Town and the Union's contract negotiating committee for the purposes of negotiations concerning amendments, modification, or termination; and the Union shall enjoy all past considerations that it has previously enjoyed.

This agreement shall remain in full force and effect after the expiration date until a new agreement is signed.

ARTICLE XXXIII

ACCESS TO PERSONNEL FILES

A. No material derogatory to an employee's conduct, service, or character of personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

B. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy in his personnel file.

C. No material which contains an allegation of misconduct against an employee shall be included in his personnel file until the charges have been investigated. If a determination is made that the allegation is without substance, then the allegation shall not be included in the employee's personnel file. If a determination is made to place the material in the file, then the results of the investigation will also be placed in the file.

D. Any employee shall have the right, on request at reasonable times, to examine all material in his personnel file. A copy of such material shall be furnished the employee at his request and at his expense for photocopies.

E. If there exists more than one personnel file for each employee, then each additional file must contain the exact same material as the original file.

ARTICLE XXXIV

ACCESS TO PREMISES AND UNION ACTIVITIES

Authorized agents of the Union shall have access to Town records relating to the Police Department during normal working hours of the Town Hall staff, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town will make these records available upon reasonable notice within seven (7) working days of the Union's written request and at the Union's expense for duplicating cost.

ARTICLE XXXV

IN-SERVICE TRAINING

1) Officers will attend veteran in-service training annually in lieu of their normally scheduled shift for a minimum of three days or a maximum of five days. A minimum of three days of veteran in-service training will be conducted by the Massachusetts Criminal Justice Training Council. Scheduling will be at the discretion of the Chief of Police or his designee. Rescheduling shifts in lieu of normally scheduled shifts will only apply to this article of the collective bargaining agreement and for veteran in-service training and specialized training.

   a) Officers will receive four and one quarter (4.25) hours of compensatory time for each day their shift is changed for veteran in-service training. Compensatory time may not be cashed in for wages. Accrual of compensatory time under this article will be in addition to accruals of compensatory time provided for elsewhere in the collective bargaining agreement. Compensatory time accrued under this Article and Article VIII is to be used within the fiscal year in which it is accrued; however, an employee may carry over any balance of less than 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.

2) At the Chiefs discretion, veteran in-service training incorporating first responder training, CPR training, and firearms training may be conducted by Plymouth Police personnel or by other instructors at the direction of the Chief.

3) Officers who are normally scheduled to shifts receiving night differential shall not lose that differential for attending training in lieu of their normally scheduled shift.

4) If an officer is summonsed for court during his scheduled training, every effort should be made to reschedule the court appearance. In the event the court case cannot be rescheduled, the officer will attend the court case and work his normally scheduled shift. The Chief or his designee will reschedule the training day in accordance with paragraph 1.

5) The Chief retains the management right to assign any officer on a normally scheduled shift to accomplish any additional training.

6) Officers may continue to voluntarily change their shift to attend any additional specialized training in lieu of their normally scheduled shift. Any officer conducting firearms training for other officers may also voluntarily change his shift to conduct this training in lieu of his normally scheduled shift. Officers volunteering to change shifts under this paragraph will not receive any extra compensation or compensatory time.

7) This agreement will become an amendment to the collective bargaining agreement between the Town of Plymouth and the Plymouth Police Brotherhood. This agreement will be incorporated within the next collective bargaining agreement.

8) This agreement will constitute a settlement of any pending grievances or labor relations complaints and the Plymouth Police Brotherhood agrees to withdraw any pending grievances or labor relations complaints upon signing this agreement.

ARTICLE XXXVI

SPECIALTY POSTIION

Section 1. Effective June 30, 2012, specialties shall be paid at the rate of $100 per month only for those months during which the employee is assigned duty in one or more specialty positions. Officers are eligible for only one monthly credit of $100 regardless of the number of specialties they are assigned. All specialties pay will be disseminated in the first pay period of January each year.

Section 2. The Chief may maintain positions for specialty within the department including Detective, Assistant Prosecutor, Training Officer, Safety Officer, School Resource Officer and all other positions the Chief deems necessary. When selecting employees the following criteria will be considered: seniority, years of service as a police officer, integrity, quality of work, work habits and job knowledge. Employees selected for a specialty position must have a minimum of three years full time service as a patrolman. (This language will appear in the first year of the contract)

Section 3. The reason for removal from a specialty position must be provided to the employee in writing. Provided the reason for removal is not related to any disciplinary action, the statement of cause will not be forwarded to the employee's personnel file.

ARTICLE XXXVII

EXECUTION OF AGREEMENT

Witness these hands and seal of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the Plymouth Police Brotherhood.

FOR THE TOWN OF PLYMOUTH BOARD OF SELECTMEN	PLYMOUTH POLICE BROTHERHOOD
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
DATE:_____	DATE:_____