Custodians - elig for other O/T

TOWN OF PLYMOUTH

159 Camelot Drive
Plymouth, Massachusetts 02360

FAX (508) 830-4165

Highway Division
(508) 830-4162

Maintenance Division
(508) 830-4166

For mutual consideration expressed herein, the Town of Plymouth (hereinafter referred to as the "Town") and the AFSCME AFL-CIO Local 2824 (hereinafter referred to as the "Union"), have met on this issue outlined below on Thursday August 11, 2011, and agreed to the following language to become effective upon the signing of the memorandum and the language to be incorporated into the Collective Bargaining Agreement as soon as possible:

1. The acknowledgment that the custodial positions located in the Plymouth Library and the Plymouth Police Station do not fall under the jurisdiction of the Town's Department of Public Works as outlined in their respective Job Descriptions.

2. The current custodians located at the Library and Police Station have worked overtime in conjunction with the Town's DPW Building Maintenance Division and the Solid Waste Division and are therefore familiar with procedures and code of conduct for said overtime.

3. These current custodians will continue *to* be eligible for overtime in the Building Maintenance Division and the Solid Waste Division after said overtime is first offered to members of the bargaining unit who normally perform such work (i.e. by division) but prior to offering said overtime to the centralized list as defined in Article VII of the Collective Bargaining Agreement between the Town and the Union.

Town of Plymouth	AFSCME Local 2824
Mark Stankiewicz/Town Manager	Dale Webber, President Local 2824
10/7/11 Jonathan Beder, Director of Public Works	John McCormick, Local 2824
Dennis Westgate, Ass. Director of Public Works	James Delano, Local 2824
10/7/2011 Date	Don Kearney, Steward Local 2824

Printed on recycled paper.

Trench Repairs

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF PLYMOUTH
AND THE
AFSCME AFL-CIO, Local 2824

WHEREAS the Town of Plymouth (hereinafter referred to as the "Town") and the AFSCME AFL-CIO Local 2824 (hereinafter referred to as the "Union") by mutual agreement, hereby address the engagement of outside contractors in performing utility trench repairs on Town property.

WHEREAS the Union (AFSCME) is the exclusive bargaining representative for various positions in the Town.

And WHEREAS the Town and the Union by mutual agreement, desire to define the current status of certain job assignments within such divisions to the greatest extent possible by addressing utility trench repair.

NOW THEREFORE the parties agree as follows:

1) The parties acknowledge that Article XXIX of the parties' collective bargaining agreement governs utility trench repairs and the assignment of that work.
2) Trench repair includes asphalt/patch removal, gravel placement, grading, compaction, vibrating, and rolling.
3) In the event that a trench repair project on Town property is such that bargaining unit members are not able to perform the work, the Town may, after consultation with the Union, bid out the work pursuant to G. L. c. 30B.
4) The Town shall provide on the job training to our Foemen/Lead men in order to create and establish a concrete panel repair/construction program to increase in-house capabilities and extend, at the Town's sole discretion within budgetary constraints, working hours to handle pouring/curing times. This shall take place immediately.
5) The Union shall withdraw with prejudice the matter of AFSCME v. Town of Plymouth, Docket No. MUP-10-5973 with prejudice and will file no grievance or arbitration regarding the same subject matter.
6) This agreement is without precedent or prejudice to any other matters between the Town and the Union. This Agreement is not introducible in any forum except to introduce its own terms.

FOR THE UNION, LOCAL 2824

DALE WEBBER
President-AFSCME Local 2824

Date: 5-18-11

FOR THE TOWN OF PLYMOUTH

MARK STANKIEWICZ
Town Manager

Date: 17 MAY 2011

DENNIS WESTGATE
ASST. DPW DIRECTOR

DATE: 5/18/2011

BUTCH MACHADO
HIGHWAY STEWARD

DATE 5/18/11

Comp Time freeze
Comp Time v. O/T

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF PLYMOUTH AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 2824

February 9, 2012

This Memorandum of Agreement is entered into by and between the Town of Plymouth (Town) and AFSCME, Council 93, Local 2824 (Union).

Whereas, the Town of Plymouth and AFSCME Council 93 Local 2824 hereby agree to the following terms:

1. The parties agree to maintain the status quo with respect to compensatory time;
2. The parties agree to place the current arbitration case AAA# 11 390 02661 09 in abeyance;
3. The parties agree to bear the cost of the arbitration equally.

Wherefore, the parties, by their duly authorized representative have caused this Memorandum of Agreement to be executed this February 9, 2012.

Signed: AFSCME Council 93, Local 2824

Dale M. Webber

Union President Dale Webber

Patrick Healey

AFSCME Member, Patrick Healey

Jaime Henry

Date: 2/9/11

Signed: Town of Plymouth

Mark C. Junson

Date: February 9, 2011

COMMONWEALTH OF MASSACHUSETTS
BEFORE THE
AMERICAN ARBITRATION ASSOCIATION

AFSCME, COUNCIL 93 LOCAL 2824
VS.
TOWN OF PLYMOUTH

DOCKET NO
1139-00945-11

SETTLEMENT AGREEMENT

1. Effective July 1, 2012 in the event that the PGDC shall determine to paint parking markings in any parking lot or parking stalls under its control it shall 90 days in advance of such contemplated work notify the Town Manager and the Director of Public Works of such intention. The Director of Public Works shall forthwith notify the Union President that such work is available starting on a specific date, weather permitting, for a specific number of employees to be determined by the Director and that such work is available on an overtime basis. The Union shall provide the Director with a list of double the employees needed who are ready willing and able to perform such work. Work will be assigned by seniority. In the event that such list is not provided within ten (10) calendar days to the Director of Public Works then the PGDC shall be permitted to employ independent contractors to perform the described work.

2. This agreement is enforceable through the grievance procedure.

3. This agreement does not serve as precedent for any other dealings between the Town and the Union.

4. This grievance arbitration is withdrawn with prejudice.

5. The Town shall withdraw two pending unfair labor practice charges with prejudice.

Town Manager — Date: 3-7-12

Union President — Date: 3-7-12

Attn: Sue Pittsley
Sewer Agreement

Melissa Arrighi

From: Melissa Arrighi
Sent: Tuesday, June 19, 2012 4:00 PM
To: Jonathan Beder
Cc: Gary Frizzell
Subject: Settlement with AFSCME on Interim Sewer Policy

Hello,

I have a tentative agreement for Interim Sewer Policy and AFSCME issue. Here it is:

"While the interim policy is in place, when residential homeowner has private contractor tap into the main, s/he will need to schedule either Bob Birkenhead or Norman Carvalho, in the sewer division, to inspect if they are available. The Union does not agree to this permanently and the Union will reach out to the Town to revisit the issue on or before November 5, 2012.

Your thoughts?

M

Melissa Grabau Arrighi
Town Manager
Town of Plymouth
11 Lincoln Street
Plymouth, MA 02360
508.747.1620 x100

+30 stipend to each employee. (N)

6/19/12

6/19/12

6/19/12

6/19/2012

License waiver

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, MA 02360
(508) 747.1620

OFFICE OF TOWN MANAGER

MEMORANDUM OF AGREEMENT
March 13, 2013

For mutual consideration expressed herein, the Town of Plymouth (hereinafter referred to as the "Town") and the AFSCME AFL-CIO, State Council 93, Local 2824 (hereinafter referred to as the "Union"), agree as follows with the following language to become effective upon the signing of this memorandum and the second statement to be incorporated into the Collective Bargaining Agreement as soon as possible:

1. The tree work project proposed at Burial Hill may be done by outside contractors for the following project: Prune, trim & remove dead wood of 92 +/- trees, remove all debris, place chips at Town facility, complete project by July 1, 2013 or revisit issue with AFSCME.
2. The Town may waive license/certification or other requirements in a job description in order to fill the job.

I clarified verbally at meeting this was all jobs 3-13-13 11:30 am

Town of Plymouth

Town Manager

3-13-13
Date

AFSCME Local 2824

3/13/13
Date

Staff Representative

Negot Scheduling

TOWN OF PLYMOUTH

11 Lincoln Street
Plymouth, Massachusetts 02360

FAX: (508) 830-4140

Board of Selectmen
Town Manager
(508) 747-1620 ext. 100

Human Resources
(508) 747-1620 ext. 101

MEMORANDUM OF AGREEMENT
Between
Town of Plymouth
And
COBRA

February 12, 2014

As a result of a phone call conversation between Town Manager Melissa Arrighi and Dale Webber on January 20, 2013, the parties agree to the following:

1. Mr. Webber, COBRA President, agrees that the scheduling of successor contract negotiation sessions at a rate of twice per month is sufficient and that schedule represents good faith bargaining by the Town;
2. Mr. Webber, COBRA President, agrees that this twice/month schedule is regardless of the number of "units" that are being represented. The schedule in totality may be twice/month.
3. Mr. Webber, COBRA President, agrees that the intent of this agreement (Memorandum of Agreement) is to repudiate and void the opinions he expressed in the May 24, 2012 letter he authored. Simply put, Mr. Webber now believes that the schedule that Town Manager Melissa Arrighi offered at that time was sufficient and reasonable and will continue to be sufficient and reasonable in the future.
4. Mr. Webber, COBRA President, agrees that the schedule offered by Town Manager Melissa Arrighi in May of 2012 did not restrain or coerce the employees in the exercise of their rights.

Signed on February 12, 2014:

Town Manager Melissa Arrighi

COBRA President Dale Webber

Printed on Recycled Paper

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF PLYMOUTH
AND
THE COLLECTIVE BARGAINING RELIEF ASSOCIATION

Now comes the Town of Plymouth ("the Town") acting by and through its Town Manager and the Collective Bargaining Relief Association ("COBRA" or "the Union") who hereby agree as follows:

WHEREAS, that COBRA has been certified by the Department of Labor Relations as the certified bargaining representative for DPW, Dispatch, Crossing Guards and the Library Units;

WHEREAS, the Town and the Union are commencing negotiations for all mutual collective bargaining agreements;

WHEREAS, the Town and the Union are desirous of making a temporary agreement regarding the collection of union dues pending the negotiation of an agreement;

NOW THEREFORE, the Town and the Union hereby agree as follows:

UNION DUES

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 had said dues deducted. Such remittance shall be made by the 15th day of the succeeding month.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Name Last Name Middle First

To: _____
Employer Department

Effective: _____
Date

I hereby request and authorize you to deduct from my earnings, (once) each (month) the amount established by the Union as dues.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless a written order of revocation is given by me to you and to the Union ten (10) days prior to the expiration of the anniversary of signing of this card or the termination of this agreement (whichever occurs first).

Signed _____

Address _____

_____

B. 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.

C. There shall be no imposition of an agency service fee under the terms of this agreement.

D. This agreement is limited solely to the issue of the collection of Union dues and does not constitute an agreement on any other issue. This agreement shall expire on the signing, ratification and funding of a final collective bargaining agreement.

FOR THE TOWN OF PLYMOUTH	FOR COBRA
_____	_____
Melissa Arrighi	Dale Webber

492208/PLYMLAB/0020

9

MEMORANDUM OF UNDERSTANDING
August 11, 2011

On August 10, 2011 representatives of the Plymouth library staff, representation from AFSCME Local 2824, the Director of Community Services and the Town Manager met to discuss issues relative to the operation of the circulation desk.

As a result of those discussions, a consensus was reach that adherence to the following items would be in our best mutual interest and would assist both the staff and the town toward encouraging library patrons to utilize the self-checkout process:

- During the period of September 1, 2011 through June 30, 2012, the staff and town will cooperate to encourage library patrons to utilize the self-checkout process for straightforward transactions.
- The library staff will work with the administration and offer ideas and suggestions to educate and encourage the public to utilize the self-checkout process including, but not limited to, signs and physical layouts.
- The two computer workstations currently at the circulation desk will remain and the "side" task computer workstation (located on the side) will be relocated.
- The computer dust covers ('jammies") will only be used during hours when the library is not open to the public.
- During the period of September 1, 2011 through June 30, 2012, the town will not establish standards for the staff as to a below minimum level of public "encouragement" that would be subject to disciplinary action.
- The library staff and the library administration will meet no later than February 15, 2012 to review the relative success of the self-checkout process.

Mark S. Stankiewicz
Town Manager

Dale M. Webber
Local 2824

Robin W. Nelson
STEWARD - LIBRARY

Lee Regan
STEWARD - LIBRARY

Linda Fitzgerald
- CIRCULATION

Maureen Medeiros - state representative

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Plymouth and the Collective Bargaining Relief Association (COBRA) whereas both parties agree to the following:

The Town of Plymouth and COBRA, after bargaining the impact will be relocating five (5) COBRA members. Three (3) employees from the Building Maintenance Shop as well as two (2) employees of the Sign shop of the Highway division.

The parties agree to relocate employees from the current building located at 25 South Russell Street to Cedarville at 31 Hedges Pond Road.

The Building Maintenance employees (Leandro, Kearney, Galante) will be relocated to the "Old Cedarville District Facility" located at 31 Hedges Pond Rd. Employees Kearney and Galante will start their normal shift at this location. Joe Leandro will start his day at 159 Camelot Drive, check in with the office at 7AM and then proceed to the new Cedarville location using a town supplied vehicle.

Sign Shop employees Wesley Holmes and Marsha Eaton will be relocated to the upstairs area of the same building as above (31 Hedges Pond Road). Eaton will start her day at 31 Hedges Pond Road. Holmes, Traffic/Sign Leadman will have a truck available for pick up at 159 Camelot Drive location. (Truck # 315 will be available to Mr. Holmes whenever possible).

This agreement is for the above named employees only. All other employees that are hired, promoted, transferred or otherwise employed by the town will be working at the appropriate locations assigned.

The above memorandum of agreement will be incorporated into the Collective Bargaining Agreement between the parties.

Both sides agree upon notice of the other, to meet to discuss the operations, efficiencies and productivity of this MOA in 6 months or prior to May 1, 2015.

For the Town	Date	For COBRA	Date
	11/7/14		11-12-14

10-29-2014