Special Town Meeting
April 2, 2016

ARTICLE 1:

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.

BOARD OF SELECTMEN

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

DATE: February 4, 2016

TO: Board of Selectmen and Advisory and Finance Committee

FROM: Marie Brinkmann, Director of Human Resources

RE: Article 1 Special Town Meeting
Classification and Compensation Plans/Personnel Bylaws

Article 1 – To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel Bylaw and Collective Bargaining Agreements contained therein, or take any other action relative thereto.

We are recommending the following changes to the Personnel Bylaw:

- Per the approved change to the Library Director position, the position should be removed from Section 7, Schedule A: Classification of Positions, Group: Executive Management – Non-Union, of the Personnel Bylaw as it is now properly listed in Article I Recognition of the OPEIU Collective Bargaining Agreement.
- Update/Correct the names of the Collective Bargaining Units in Section 29 List of Bargaining Agreements of the Personnel Bylaw to more accurately reflect those Bargaining Units in the Town of Plymouth. Also, in the same section remove the terms of the agreements in order to maintain the accuracy of the document.

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MEMORANDUM OF AGREEMENT
December 23, 2015
(NOTICE – Numbers 3, 4, 5, 6, 11, 14, 15, and 16 to take place after Town Meeting. Numbers 9, 10, 12, 13, and 17 to take place in Year 2 of new CBA)

Acting subject to ratification by the membership of Local 888 SEIU ("the Union") and by the Plymouth Board of Selectmen, representatives of the Union and the Town agree as follows:

1. Life Insurance increased to $15,000 for active employees (this is not to be incorporated into the new CBA and will take effect as soon as practicable)

2. Pay Date moves to Friday (this is not to be incorporated into the new CBA and will take effect as soon as practicable)

3. Eliminate practice of separate checks (this language will not be incorporated into the new CBA)

4. Change language in Article II – Vacancies and New Positions regarding seniority as follows:
   "Within a reasonable period of time to allow for reviewing applications and conducting interviews, the Department Head will notify the Town Manager which applicant is being recommended for appointment. When two (2) or more of the qualified personnel are Town employees and all have the same qualifications, ~~the senior employee shall be selected~~ the Town Manager will make the final decision without regard to seniority."

5. Change language in Article II – Vacancies and New Positions regarding probationary employees as follows:
   "All employees who are new to this bargaining unit shall be considered as probationary employees. They shall remain as probationary employees for ~~three (3)~~ four (4) calendar months. During probation, employees may be discharged without cause and shall not be able to grieve any discharge."

6. Change to Article VII – Work Week regarding removal of 4 day work week language:
   ~~*Beginning September 3, 2013, (after Labor Day) Town Hall hours shall be changed to Monday through Friday, 7:30 a.m. to 4:00 p.m. with one (1) hour for lunch for all SEIU members. Members can also select to work a 4-day work week subject to the needs of their department and with the approval of their immediate manager. Schedules must be on file with the Town and will be reviewed annually.*~~

7. **Add language to Article VII – Work Week to incorporate the Memorandum of Agreement dated November 25, 2015:**

When the Plymouth Town Hall, Senior Center or Library is closed or has reduced hours due to weather events or Town-wide public emergency, all Union members, both within and outside those buildings, shall be paid their regular work day salary. Any Union member who is asked to and agrees to work, shall receive compensatory time (equal to the hours worked, i.e., at straight time) and be paid at time-and-a-half (1 ½) for hours worked. Employees who are asked to and agree to work during a weather event or public emergency that occurs on a holiday shall receive compensatory time (equal to hours worked, i.e., straight time) and be paid at time-and-a-half (1 ½) for hours worked. All compensatory time earned pursuant to this agreement must be used within 30 days or will be lost.

8. Change language in Article XIII – Salaries to reflect COLA increases:
   FY16 (effective July 1, 2015) increase of 2%
   FY17 (effective July 1, 2016) increase of 2.5%
   FY18 (effective July 1, 2017) increase of 3%

9. Change language in Article XVII – Vacation Leave regarding vacation eligibility as follows:
   2A. "An employee will begin accruing vacation on a weekly basis immediately upon employment according to the chart below. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at ~~6~~ 4 month anniversary of employment."

10. Change language in Article XVII – Vacation Leave regarding vacation accrual as follows:
    2B. "Employees hired on or after July 1, 2011, will begin accruing vacation on a weekly basis according to the chart below as of ~~July 1, 2012.~~ Non Exempt Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at ~~six (6)~~ four (4) month anniversary of employment."

Years of Service	*Vacation Days*	*Hourly Accrual Rate (7.5 hrs per day)*	*Hourly Accrual Rate (8 hrs per day)*
0-2	*10*	*1.44*	*1.54*
2	*~~10~~ 11*	*~~1.44~~ 1.59*	*~~1.54~~ 1.69*
3	*~~10~~ 12*	*~~1.44~~ 1.73*	*~~1.54~~ 1.85*
4	*~~10~~ 13*	*~~1.44~~ 1.88*	*~~1.54~~ 2.00*
5	*~~10~~ 15*	*~~1.44~~ 2.16*	*~~1.54~~ 2.31*
6	*~~10.5~~ 15*	*~~1.54~~ 2.16*	*~~1.64~~ 2.31*
7	*~~11~~ 15*	*~~1.63~~ 2.16*	*~~1.75~~ 2.31*
8	*~~12~~ 15*	*~~1.73~~ 2.16*	*~~1.85~~ 2.31*
9	*~~12.5~~ 15*	*~~1.83~~ 2.16*	*~~1.95~~ 2.31*
10 & 11	*~~13~~ 16*	*~~1.92~~ 2.31*	*~~2.05~~ 2.46*
12 & 13	*~~14~~ 17*	*~~2.02~~ 2.45*	*~~2.15~~ 2.62*
14 & 15	*~~14.5~~ 18*	*~~2.11~~ 2.60*	*~~2.25~~ 2.77*
16 & 17	*~~15~~ 19*	*~~2.21~~ 2.74*	*~~2.36~~ 2.92*

18 & 19	*~~16~~ 20*	*~~2.31~~ 2.88*	*~~2.46~~ 3.08*
20	*~~16.5~~ 20*	*~~2.41~~ 2.88*	*~~2.57~~ 3.08*

11. Change language in Article XVIII – Sick Leave as follows:
    A. "An employee (hired before July 1, 2011) in continuous employment shall be allowed the equivalent number of hours to equal one and one-quarter (1 ¼) days leave with pay for each month thereof provided such sick leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties. A new employee hired on or after July 1, 2011 in continuous employment shall be allowed the equivalent number of hours equal to .834 days leave with pay for each month thereof provided such sick leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties. At the discretion of their department head, employees may utilize sick time in increments of one hour. The one-hour utilization may not be unreasonably denied for an urgent medical need."

12. **Change language in Article XVIII – Sick Leave as follows:**
    C. "An employee in continuous employment shall be credited with the unused portion of leave granted under sub-section A up to a maximum of ~~1,500~~ 2,100 hours (~~1350~~ 1,890 for those employees who receive the long term disability benefit)."

13. **Change language in Article XVIII – Sick Leave regarding buyback as follows:**
    K. "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 Twenty-five dollars ($25.00) for each 7 ½ (or 8) hours 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 ~~twenty-five hundred ($2,500)~~ thirty-five hundred ($3,500) 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."

14. Add language to Article XXIV - Management Rights:
    M. Employees who are asked to, or may have a need to, operate a motor vehicle while on Town business shall notify their supervisor if they are on a medication that might impair their ability to safely operate a motor vehicle.

15. Add language to Article XXIV - Management Rights:
    N. Employees will notify Human Resources immediately upon any arraignment or conviction of a misdemeanor or felony.

16. Remove "and/or stipends" from Article XXXVII - Re-Openers:
    "It is understood that if any other town side managed collective bargaining group reaches an agreement for a salary-related increase during the lifetime of this contract

only ~~(2012-2015)~~ (2015-2018), the contract will be reopened on the issue of salary increases. A "salary-related increase" shall be defined as COLA ~~and/or stipends~~. This article shall not apply when a greater wage increase is awarded as the result of an arbitrator's decision or a reclassification."

17. Add a new article – Article XXXVIII - Longevity:

Employees in continuous service, who have completed the number of years of continuous service set forth below, shall receive longevity payments in accordance with the calendar year in which said employee attains that particular level of years of service. The longevity payment shall be paid in a lump sum during the month of November, except if an employee retires after July 1, he/she shall receive his full longevity pay for that year in a lump sum with his/her final week's pay. Eligibility begins with the date of continuous employment. Part-time employees in the group shall receive the longevity benefits listed below on a pro-rata basis. An employee's share of a benefit shall bear the same relationship to the total benefits as the employee's average work-week bears to a full-time work week.

Years of Service	*Longevity Payment*
5	*$100*
10	*$150*
15	*$200*
20	*$300*
25	*$500*

18. Add Language to Article VII – Work Week: 7:30 SD 4:00 SD

The normal hours of duty shall be from Monday through Friday, ~~8:00~~ a.m. to ~~4:30~~ p.m., with one hour lunch except in cases where a 40-hour week ~~is the required work week due to unusual circumstances~~ is required by the Town Manager, Department Head and Human Resources Director.

Signed on _____

On behalf of the Town:

On behalf of the Union:

Marilyn A. Vestone

Sandra Strassel