

**Memorandum of Agreement**

**COBRA – Crossing Guards and Meter Enforcement Officer**

**And**

**The Town of Plymouth**

**For three year Collective Bargaining Agreement dated July 1, 2015- June 30, 2018**

The following constitutes an Agreement between the parties, subject to ratification by the Association and Board of Selectmen, and appropriation by Town Meeting. The information below in this Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

1. Update the language in Article XVI –Duration

This Agreement shall be in full force and effect commencing July 1, ~~2013~~ 2015 and through June 30, ~~2015~~ 2018 or the date on which a successor Agreement is executed, whichever is later.

Either party may request revision of the Agreement by transmitting to the other party a termination notice no earlier than October 1, ~~2014~~ 2016.

2. \*Update the language in Article XXII – Longevity by replacing the strike through language with the language that is underlined as follows:

A. Each Crossing Guard shall receive an annual longevity payment upon the following basis:

LENGTH OF SERVICE	AMOUNT	
5 years	<del>\$ 25.00</del>	<u>\$50.00</u>
10 years	<del>\$ 50.00</del>	<u>\$75.00</u>
15 years	<del>\$ 75.00</del>	<u>\$100.00</u>
20 years	<del>\$100.00</del>	<u>\$125.00</u>
25 years	<del>\$125.00</del>	<u>\$150.00</u>
30 years		<u>\$175.00</u>

Those employees eligible for longevity shall receive their longevity pay ~~in a separate check~~ during the last pay period of November. Those employees who complete five, ten, fifteen, twenty, twenty-five years, or thirty years of service ~~in a given calendar year~~ will be eligible for the respective amount in the calendar year they complete said number of years of service.

B. Each full time Meter Enforcement Officer shall receive an annual longevity payment upon the following basis:

LENGTH OF SERVICE	AMOUNT	
5 years	<del>\$50.00</del>	<u>\$100.00</u>
10 years	<del>\$100.00</del>	<u>\$200.00</u>
15 years	<del>\$150.00</del>	<u>\$300.00</u>
20 years	\$200.00	
25 years	\$250.00	

Those employees eligible for longevity shall receive their longevity pay in a separate check during the last pay period of November. Those employees who complete five, ten, fifteen, twenty, or twenty-five years of service in a given calendar year will be eligible for the respective amount in the calendar year they complete said number of years of service.

3. Add the underlined language to ARTICLE XIX Paid Time Off for Crossing Guards as follows:

(k) Crossing Guards shall be paid a full day's pay for the first two days in the school calendar year in which school is closed for weather related emergencies.

(l) Employees requesting vacations longer than two consecutive weeks must have the approval of the Town Manager and the Department Head, such approval will not be unreasonably denied.

4. \* Update the language in ARTICLE XIX Paid Time Off for Crossing Guards by replacing the strike through language with the language that is underlined as follows:

(a) Each crossing guard will be eligible to accrue and use ~~20~~30 hours of paid time off per fiscal year.

5. Update the language in ARTICLE XIX B. SICK LEAVE, VACATIONS, PERSONAL LEAVE for Full Time Meter Enforcement Officers by replacing the strike through language with the language that is underlined as follows:

\* (j) The Town and the Association agree to a sick leave buy back upon retirement or death, the amount to be \$25 per day with a maximum of ~~\$2,500~~ \$3,000.

(m) Employees requesting vacations longer than two consecutive weeks must have the approval of the Town Manager and the Department Head, such approval will not be unreasonably denied.

6. Add the underlined language to Article XI – Management Rights as follows:

J. Employees will advise their supervisor in writing of any prescription medications they are taking that may reasonably be expected to have an impact on their performance.

K. Employees will notify Human Resources immediately upon any arraignment or conviction of a misdemeanor or felony.

7. Update the language in Article XXI –Salary by replacing the strike through language with the language that is underlined as follows:

~~Effective July 1, 2015, increase the wage schedule by 2.0%~~

Effective:

FY16 2.0% July 1, 2015 through June 30, 2016

FY17 2.5% July 1, 2016 through June 30, 2017

FY18 3.0% July 1, 2017 through June 30, 2018

Between the hours of 12 am Saturday and 12 am Monday the weekend salary differential will increase by 1.5% for meter enforcement effective July 1, 2016.

8. \* Update APPENDIX A STEP INCREASES for CROSSING GUARDS by adding the underlined language as follows:

SENIOR STEP 6- 2% increase, once the employee has achieved 10 years of service and is maxed out at Step 5.

9. Update the language in Article XXXI- Probation by replacing the strike through language with the language that is underlined as follows:

Crossing Guards - The first ~~ninety (90)~~ six (6) months days of employment shall be considered a probationary period for Crossing Guards. During the probationary period employees may be disciplined, dismissed or laid-off without recourse to the grievance and arbitration procedures of this Agreement.

10. Article IV Grievance and Arbitration Procedure by replacing the strike through language with the language that is underlined as follows:

All grievances must be filed within three (3) working days of the date of the grievance or knowledge of its occurrence, but in no case more than ~~seven (7)~~ twelve (12) working days after its occurrence, or it shall be deemed waived.

Step 1. The Association steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the department head within ~~seven (7)~~ twelve (12) working days of the date of the grievance.

11. NEW ARTICLE XXXV Work Jurisdiction – Add the following underlined language.

If the Town resumes jurisdiction within the current PGDC footprint, meter enforcement employees shall be covered by the contract. Crossing Guards shall be given preference in hiring for any new positions.

12. NEW ARTICLE XXXVI Separation- Add the following underlined language.

For each Meter Enforcement Officer and Crossing Guard that retires during the life of the collective bargaining agreement (July 1, 2015-June 30, 2018) the Town shall pay \$1,000.

13. Change ARTICLE XXXV EXECUTION OF AGREEMENT to ARTICLE XXXVII

**NOTE:** Included as part of this agreement and Not Incorporated into the Collective Bargaining Agreement is the following understandings between the parties:

1. Employee's pay date is moving to Friday as soon as management finds it practicable. Checks shall be issued by 10:00 AM on Friday in order to correct any mistakes in timely manner.
2. The Union acknowledges the Town's intention to increase the Life Insurance benefit to \$15,000 for all active employees (not retirees) as soon as practicable.
3. Employees shall enroll in direct deposit.

\* benefit to take place in year 2 of the CBA

Signed on: 9-27-16

On behalf of the Town:

[Signature]

[Signature]

[Signature]

Eulag M. Torre

On behalf of the Union: 9-27-2016

Anna M. Koderich

Aloia Bagni

Janine Volta

James Keatman

Mancia Tataliao

Linda Vawarun

Nate M. Webber - PRESIDENT  
COBRA



# TOWN OF PLYMOUTH

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FAX: (508) 830-4140

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

Human Resources  
(508) 747-1620 ext. 101

To: Board of Selectmen, Advisory and Finance Committee  
Cc: Melissa Arrighi, Town Manager  
From: Derek S. Brindisi, Assistant Town Manager  
Date: September 28, 2016  
Re: **Financial Summary of Agreement with COBRA-Crossing Guards/MEO Unit**

On September 27<sup>th</sup>, 2016, the COBRA Crossing Guard and Meter Enforcement Unit ratified the attached Memorandum of Agreement with the Town of Plymouth. Below is a financial analysis of all costs related to this agreement, outside of COLA.

	<i>Item</i>	<i>Change</i>	<i>Total</i>
2.	Longevity Crossing Guard	5 years <del>\$25.00</del> \$50.00 10 year <del>\$50.00</del> \$75.00 15 year <del>\$75.00</del> \$100.00 20 year <del>\$100.00</del> \$125.00 25 year <del>\$125.00</del> \$150.00 30 year \$175.00	\$125.00
2.	Longevity Meter Enforcement	5 year <del>\$50.00</del> \$100.00 10 year <del>\$100.00</del> \$200.00 15 year <del>\$150.00</del> \$300.00	\$100.00
3.	Weather Cancellations	Additional two days	\$290.00
4.	Paid Time Off	<del>20 hours</del> 30 hours	\$730.00
7.	Shift Differential	1.5%	\$100.00
8.	Senior Step	2% at 10 years	\$104.00
		<b>TOTAL</b>	<b>\$ 1,449.00</b>
12.	Separation	\$1,000	Up to \$6,000

