

ATM ARTICLE 5:

This is all new information which the Advisory & Finance Committee heard at their meeting Wednesday, March 30. Their recommendation and roll call voting chart are provided below.

ATM ARTICLE 5:

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

MEMORANDUM OF AGREEMENT

March 17, 2016

(NOTICE –Numbers 5, 7, 12, 13 and 18 to take place in Year 2 of new the CBA)

21

In the event that Advisory and Finance committee fails to comply with section 2-12-2 of the Town Charter, the scheduled Representative Town Meeting shall convene and then adjourn to a date that would allow the Advisory and Finance Committee to make copies of its detailed written report available to Representative Town Meeting members, except that a 2/3 of the Representative Town Meeting members in attendance may vote to waive the 14 day requirement.

Acting subject to ratification by the membership of Plymouth Police Superiors ("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 but all references will be removed)
4. Change language in Article III – SENIORITY. ~~Shift bids from every 6 months.~~ Shifts will be up for bidding three (3) times per year, to be effective on the first Sunday in June, October, and February of each year. This shall apply only to the Uniform Ranking Officers Patrol Division. The bidding list will be posted at least 30 days in advance.
5. Change language to Article V- Uniforms and Equipment.
Effective July 1, 2016, each member of this group will be given ~~Seven Hundred (\$700.00)~~ Eight Hundred- Fifty (\$850) Dollars per year for the replacement, cleaning and/or maintenance of uniforms and equipment. ~~This sum shall be paid to each member of this group in a check separate from their regular payroll check.~~ The check shall be issued during the first pay period in July of each year.
6. 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%
7. Change language in Article XIII- HOLIDAYS. Change ~~eleven (11)~~ to "twelve (12) by recognizing the Day after Thanksgiving as the 12th Holiday.

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8. Change language in Article XV- GROUP BUSINESS LEAVE

Up to two ~~(2)~~ (3) members of this group may be granted leave of a period not to exceed three ~~(3)~~ (2) days each to attend meetings of the ~~Massachusetts Police Association~~ Mass COP as provided by ~~Massachusetts~~ General Laws.

9. Add language to Article XXXII – MANAGEMENT RIGHTS

G. Employees will notify the Police Chief immediately upon any civil or criminal action filed against them or any appearance in court for either a misdemeanor or felony in which the officer is a defendant.

H. Employees will notify the Police Chief in writing of any prescription medication they are taking that will impact their work performance, as directed by a pharmacist or physician.

10. ARTICLE XVI - DISCIPLINARY ACTION / PERSONNEL FILES- add and delete language

II. Personnel Files

A. There will be one (1) official personnel file, which will be kept by the Board of ~~Selectmen~~ Human Resource Department at Town Hall. A duplicate may be kept at the Police Station.

E. The ~~personnel board~~ Human Resource Department shall maintain only basic employment records and data.

~~F. Letters of reprimand against employees will be subject to review and removal from the employee's official personnel files provided the employee has had no further infractions occur during the following specified time periods: Letters of verbal reprimand reduced to writing one year; Letters of written reprimand three years.~~

11. Appendix D- ECONOMIC REOPENER AGREEMENT- delete and add new language)

~~If any other bargaining unit of the Town of Plymouth receives a greater percentage wage increase than that given the employees represented by the Plymouth Police Superior Officers Association, upon request of the Union, the Town agrees to reopen negotiations. This article shall not apply when a greater percentage wage increase is awarded as the result of an arbitrator's decision. Upon completion of the Classification and Compensation study, the Plymouth Police Superior Officers Association may request the Town to reopen contract negotiations. The Town shall agree to reopen negotiations to consider the classification and compensation of the Plymouth Police Superior Officers Association.~~

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12. Article XXVI - Longevity: - Delete existing and add new longevity schedule.

| <u>Years of Service</u> | <u>Longevity Payment</u> |
|-------------------------|--------------------------|
| 15 | \$450 |
| 20 | \$550 \$600 |
| 25 | \$750 \$800 |
| 30 | \$1000 \$1050 |

13. ARTICLE XXV NIGHT SHIFT DIFFERENTIAL- change language

Officers are eligible to be paid compensation in addition to their base salary for working 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 4% 5.5% of the officers' annual base salary. This differential shall not be used in the calculation of the officers' overtime rate of compensation. This differential shall not be paid for any eligible hours or shift for which the officer does not work or during any eligible hours or shift for which the officer is receiving overtime compensation. All other provisions of the benefit as outlined shall remain intact.

14. ARTICLE XXIII- LEAVE OF ABSENCE WITHOUT PAY- add and change language

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. ~~Such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case will be agreed upon by the employee and the employer.~~ The decision to approve the Leave of Absence is determined by the Police Chief and Town Manager

15. ARTICLE XXI- VACATION- Add Language

O. No employee may take consecutive vacation time in excess of two weeks without the specific permission from the Town Manager and Police Chief.

P. Officers must notify the Chief of Police at least 72 hours in advance when requesting a vacation day(s). All vacation requests with less than 72 hours notice shall contact the shift commander for final vacation approval within 8 hours prior to the requested time off.

16. The Town and Superiors Union agree to work with the Patrolmen Union's on a mutually agreeable drug and alcohol testing policy. (this is not to be incorporated into the new CBA and will take effect as soon as practicable)

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17. ARTICLE XI LIMITED DUTY- delete and add language

D. The limited duty tasks to which a Superior Officer may be assigned shall consist only of tasks that are normally performed by Superior Officers in Plymouth. Assignments to limited duty tasks shall be made by the Chief, who also may change the assignments subject to the provision that any such assignment can only be to the tasks that are normally performed by Superior Officers in Plymouth. ~~The Chief shall assign a Superior Officer on limited duty status only to his normally assigned shift unless the officer and the Chief work out a mutually agreed upon alternative schedule.~~ The Chief will make every effort to assign the Superior Officer to the shift they were previously assigned. However, due to staffing needs the Chief may assign the Superior Officer to another shift.

18. ARTICLE XXXIX SPECIAL ASSIGNMENTS- Add and delete language

~~By agreement between the Plymouth Police Superior Officers Union and the Chief of Police for the Town of Plymouth through attrition of the incumbents in the four current specialty assignments, (Detective Supervisor, Prosecutor, Training Supervisor, Manager of Information Systems) the Detective Sergeant's position will become a Detective Lieutenant assignment; the Prosecution Sergeant will become a Lieutenant's position; the Training Sergeant and Manager of Information Systems Sergeant's positions will remain as Sergeant's assignments.~~ The Chief of Police may assign members of the Plymouth Police Superior Officers Union to the following specialty positions: Detective Supervisor, Prosecution Lieutenant, Accreditation Manager, Training Sergeant and Records Sergeant. ~~Specialists will be provided pay of One Hundred Dollars (\$100) per month for the four positions.~~ Superior Officers assigned to Specialty Positions shall be paid at the rate of \$100 per month only for the month's during which the employee is assigned. Superior Officers are eligible for only one monthly credit of \$100 regardless of the number of Specialty Assignments. The Chief retains the right to create new Specialty Assignments or eliminate assignments under the same conditions as the needs of the Department may require. (added to first paragraph and stricken third paragraph last sentence).

19. ARTICLE XIV TEMPORARY SERVICE OUT OF RANK- Delete article

~~Members of this group 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 rank for such further consecutive time as they shall serve in this specific appointment.~~

20. ARTICLE XVII HEALTH AND WELFARE INSURANCE- Change language per the PEC Agreement

The parties agree that effective July 1, 2016 the contribution for employee health, welfare and insurance plans will be based on a rate of a 77.5% ~~80%~~ contribution by the Town and 22.5% ~~20%~~ by the employee. Effective June 30, 2018 the contribution will be based on a rate of 75% contribution by the Town and 25% contribution by the employee.

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21. Add new Article- MEDICAL STIPEND

In recognition of the training and service provided by the members of the Superiors Union in connection with the operation of medical services and devices that are or may be required as part of the members' certification as First Responders, or as required by the Chief, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Stipend of \$250 to be paid in the first pay period in January.

Signed on _____

On behalf of the Town:

On behalf of the Union:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

VB
PB

(MM)

(PD)

*selectmen
(copy)*

MEMORANDUM OF AGREEMENT
March 28, 2016

(NOTICE –Numbers 5, 7, 8, 11, 12, 18 and 20 to take place in Year 2 of new the CBA)

In the event that Advisory and Finance committee fails to comply with section 2-12-2 of the Town Charter, the scheduled Representative Town Meeting shall convene and then adjourn to a date that would allow the Advisory and Finance Committee to make copies of its detailed written report available to Representative Town Meeting members, except that a 2/3 of the Representative Town Meeting members in attendance may vote to waive the 14 day requirement.

Acting subject to ratification by the membership of Plymouth Police Brotherhood (“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. An active employee who selects life insurance will be required to pay 20% of the premium cost with the town paying 80%. The employee cost will be approximately \$0.58 per month for 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- Add a section under Article XXIV “Wages” to read the following: (this will take effect as soon as practicable)

Payroll will be direct deposited and available weekly by 10AM every Friday. The town shall make every effort to correct any errors made by the town by close of business Friday, provided such error has been reported to the town prior to 8am on Friday.

3. Direct Deposit- Add a section under Article XXIV “Wages” to read the following: (this will take effect as soon as practicable)

Officers will receive an advice of pay through email and will no longer receive a printed stub. The town will provide a town email account for any Officer who does not have access to receive their advice of pay through a personal or private email service.

4. Delete language from the following paragraphs:

From paragraph 2 of Article XIV “Holidays”:

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.~~

*DSB
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From Section 3 of Article VI "Uniforms and Equipment"

Each certified permanent patrolman will be given a five hundred (\$500.00) dollars ~~each~~ during the first pay period in July for the replacement of uniforms, cleaning, maintenance and purchase of associated non-issue police equipment.

5. Change language to Article VI §3- Uniforms and Equipment. effective 07/1/2016
By inserting after the sentence ending in "seven hundred dollars (\$700)." the following sentences: Effective July 1, 2016, the amount will increase to eight hundred fifty dollars (\$850). Effective June 30th, 2018, the amount will increase to nine hundred dollars (\$900).

6. Amend Article XXIV "Wages" as follows:
Strike all language applicable to previous wage increases in Section 1 and replace with the following:

FY 16 (effective 7/1/2015) increase of 2%
FY 17 (effective 7/1/2016) increase of 2 ½%
FY 18 (effective 7/1/2017) increase of 3%

7. Remove, add, and amend the following language from Article XIV "Holidays":
All members of this group will be guaranteed eleven (11) paid holidays, effective 07/01/2016 an additional twelfth paid holiday as follows.

In the list following the first sentence of the article add the following in between the words "Thanksgiving Day" and "Christmas Day":

The day following Thanksgiving Day.

8. Amend Article II Section (E) by striking and adding the following language:
"Two ~~delegates or alternate delegates~~ representatives of the union will be allowed to attend the National and State Convention of the ~~National Association of Police Officers~~ Massachusetts Coalition of Police (MassCOP). This is not to include a loss of pay."

9. Add language to Article XXII – Management Rights

- Officers will notify the Chief of Police immediately upon any arraignment or conviction of a misdemeanor or felony.
- Officers must notify the Chief of Police of any appearance in court for both hearings and arraignments for any criminal or civil matter in which an Officer is a defendant.
- Officers will notify the Chief of Police immediately if taking any prescription medication that would reasonably impair on duty work performance. Any

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disclosures will be kept in strict confidentiality between the Officer and the Chief of Police.

- Officers will notify the Chief of Police immediately after receiving official notification that the Officer's driver's license is restricted by hours, suspended, or revoked.

10. ARTICLE XVI – Disciplinary Action - add and delete language

~~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.~~ Letters of discipline will not be used against the employee for promotion, shift assignments and future discipline provided that the employee has had no further disciplinary action occur within 24 months of the last related infraction.

11. NEW Article- Longevity Pay: Add language

- a. To encourage longevity in the Plymouth Police Department, the Town agrees to pay an annual reoccurring longevity incentive to be paid at the following rates:

| <u>Years of Service</u> | <u>Longevity Payment</u> |
|-------------------------|--------------------------|
| 10 | \$250 |
| 15 | \$350 |
| 20 | \$500 |
| 25 | \$650 |
| 30 | \$850 |

- b. The annual longevity payments referenced above are to be paid to those employees who complete the required years of services in the calendar year.
- c. The annual longevity payments referenced above shall be paid to all eligible employees in the last pay period in November.

12. Add to Article XXV “Night Shift Differential” the following language at the end of the second paragraph ending in “July 1, 2004”:

The amount will increase to 5% effective July 1st, 2016. The amount will increase to 5.5% effective July 1st, 2017”. The amount will increase to 6% effective June 30th 2018.

13. ARTICLE XXIII- Leave of Absence Without Pay - add and change language

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. ~~Such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case will be agreed upon by the employee and the employer.~~ The decision to approve the Leave of Absence is

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determined by the Police Chief and cannot be unreasonably denied. Any and all denials will be in writing outlining specific reason for denial.

14. ARTICLE XIX- Vacation Add Language

- No Officer may take consecutive vacation in excess of two weeks without written approval of the Chief of Police or the Chief of Police's designee.
- Officers must notify the Chief of Police at least 72 hours in advance when requesting a vacation day(s). When an officer requests a vacation with less than 72 hours notice, the requesting officer must contact the shift commander within 1 hour prior to the requested time off, in order to verify voluntary coverage for final approval, for when such coverage is necessary.

15. The Town and Patrolmen Union's agree to work on a mutually agreeable field training officer program. The agreed upon program will be incorporated into the most recent CBA upon completion, as an appendix.

16. The Town and Patrolmen's Union agree to work with the Superior Officer's Union on a mutually agreeable drug and alcohol testing policy and will implement such policy as soon as practicable. The agreed upon policy will be incorporated into the most recent CBA upon completion, as an appendix.

17. Change language per the PEC Amend Article XVII "Blue Cross – Blue Shield" as follows:

a. Add the following subheading under the article title:
“(See Appendix D)”

i. Attach the signed document dated June 29, 2015 entitled “PUBLIC EMPLOYEE COMMITTEE AGREEMENT BETWEEN THE PUBLIC EMPLOYEE COMMITTEE OF THE TOWN OF PLYMOUTH AND THE TOWN OF PLYMOUTH” to the collective bargaining agreement as “Appendix D”.

b. Amend the first paragraph by inserting the following sentence at the end of said paragraph following the word “employee.:

For all active employees enrolled in health insurance plans, effective July 1, 2016, the Town of Plymouth (“Town”) shall contribute 77.5% (seventy-seven and a half percent) of the premium cost, and the subscriber shall contribute 22.5% (twenty-two and a half percent); effective June 30, 2018, the Town of Plymouth (“Town”) shall contribute 75% (seventy-five percent) of the premium cost, and the subscriber shall contribute 25% (twenty-five percent).

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c. Deleted and add to the second paragraph which reads as follows:
~~“The Town may offer ‘Blue Choice PPO’ to unit members in addition to the current ‘Master Medical’ plan offered;”~~ All plan designs in effect June 30, 2015, are to remain in effect from July 1, 2015 through June 30, 2018 (see Appendix A entitled “PLAN DESIGNS” of attached Appendix D).

~~d. 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 the Master Medical plans of Blue Cross/Blue Shield.~~

18. Add new Article- Medical Stipend

In recognition of the training and service provided by the members of the Patrolmen’s Union in connection with the operation of medical services and devices that are or may be required as part of the members’ certification as First Responders, or as required by the Chief, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Stipend of \$250 to be paid in the first pay period in January.

19. Add a new section or subsection under Article XXIX “Stability of Agreement” to read as follows:

Any and all Memorandums of Agreement and Memorandums of Understanding will be included in writing in successor agreements or the most recent contract being edited.

20. Strike and replace the last sentence in Article XX “Educational Incentive Pay” Section 6 as follows:

~~Employees hired as full time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for an annual payment of \$5,000 for a bachelor’s degree in law enforcement, and \$7,500 for a master’s degree in law enforcement. All eligibility criteria for C.41, §108L shall be applicable to degrees for this benefit.~~ Employees hired as full-time police officers by the Town of Plymouth after July 1, 2012 shall be eligible for an annual payment of \$5,000 for a bachelor’s degree in law enforcement or criminal justice, and \$7,500 for a master’s degree in law enforcement or criminal justice or a Law degree. In order to receive this benefit, all such degrees pursuant to this section must be received from an accredited institution of higher learning accredited by an accrediting agency listed as nationally recognized by the United States Secretary of Education.

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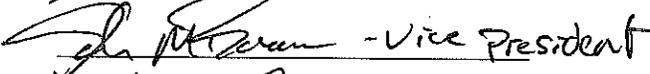
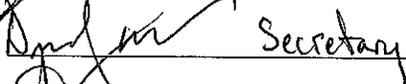
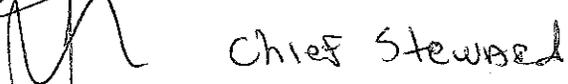
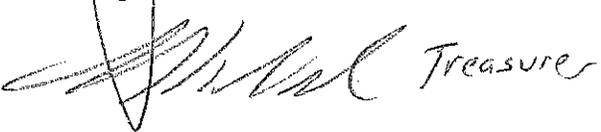


Signed on _____

On behalf of the Town:

On behalf of the Union:



 - Vice President
 Secretary
 Steward
 Steward
 Chief Steward
 Treasurer

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Memorandum of Agreement

COBRA – Department of Public Works

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. Add the underlined language below to Article XIV – Holidays.

Beginning in 2016, the Town will allow employees to leave at noon on Christmas Eve and pay them for the full day if they are scheduled to work. This does not apply if the employee was already out or approved to be out on vacation time or out sick or on any other paid or unpaid time off status. In those circumstances, the employee will be charged the full number of hours of the workday to their vacation/sick or other time.

2. Update the language in Article XL – Duration – Renewal-Changes by replacing the strike through language with the language that is underlined as follows:

July 1, ~~2013~~ 2015

June 30, ~~2015~~ 2018

December 1, ~~2017~~ 2017

3. Update the language in Article XL –Duration- Cost of Living Adjustment and Senior Step

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

Commencing on July 1, 2016, a 2% “Tenth Year Senior Step” will be added to the existing wage scale. Employees are eligible for the senior step if they have completed Year 10 of their DPW full time employment with the Town of Plymouth AND if they are maxed out in the existing wage scale.

4. *Update the language in Article XXIII Longevity- by replacing the strike through language with the language that is underlined as follows:

5 years \$100.00

10 years \$150.00

15 years ~~\$200.00~~ \$300

20 years ~~\$250.00~~ \$550

25 years ~~\$300.00~~ \$750

30 years \$1000

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, or thirty years of service will be eligible for the respective amount in the calendar year they complete said number of years of service and each year thereafter until reaching next level or maximum benefit level.

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

5. Update the language in Article XXIX- Miscellaneous Provisions by replacing the strike through language with the language that is underlined as follows:

~~No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if able to perform the work; but nothing in this Agreement shall prevent the Employer from contracting for services from an independent outside contractor. The Town will attempt to fulfill work internally, however, the Town reserves the right to contract out work if it deems necessary based on work schedules, timelines of work, emergencies, equipment availability, public safety, or the like.~~

The provisions of this paragraph are not intended to prevent the Superintendent, and/or Assistant Superintendent or Supervisors from operating pieces of equipment on occasions as the needs of the department require, for testing or moving the equipment.

In the future, all routine/non specialized drainage work in the DPW shall be done by Bargaining Unit Members on regular time, or at the discretion of the Highway Superintendent ~~after consultation with the Association~~, on an overtime basis. If for reasons of lack of appropriate equipment, technology, training, or due to members having been previously assigned to a high priority task(s) that would reasonably prevent their completion of the ~~instant~~ task, a 7-day notification shall be provided to the Association President (unless emergency in nature) in which the parties agree that the job may be assigned through the proper procurement function to an outside contractor.

All routine, non-specialized maintenance work in the Water Division, shall be done by bargaining unit members on regular time, or, at the discretion of the Water Superintendent ~~after consultation~~ 7 day notification to the Union President (unless it is an emergency) with the Association, on an overtime

basis, if for reasons of lack of appropriate equipment, technology, and/or training the unit members cannot complete the task, Management and Association agree the job may be assigned through the proper procurement function to an outside contractor.

6. Update the language in Article XIX- Discipline by deleting the strike through language as follows:

~~The parties agree to remove notices of disciplinary action from the employee personnel file if no further infraction occur within the stated period:~~

~~1) Notice of Oral Reprimand removed after one year;~~

~~2) Written Reprimands removed after three years;~~

~~3) One day suspension removed after five years;~~

~~4) Two day suspension removed after six years;~~

~~5) Three day suspension removed after seven years.~~

7. Add the underlined language to Article XII Vacation (between paragraphs seven and eight) as follows:

Employees requesting vacations longer than two consecutive weeks must have the approval of their Department Head, such approval will not be unreasonably denied.

8. Update XVIII – Bereavement by deleting the strike through language and adding the underlined language as follows:

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 forty (40) thirty (32) scheduled hours of work, commencing upon the date of death of a spouse, child, or parent, unless other arrangements have been made with the Department Head. If an employee is at work on the date of death, said leave of forty (40) hours would commence the next scheduled work day. For the purposes of this Article, the term "immediate family" shall mean the employee's mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, and spouse's grandparents. ~~A leave of sixteen (16) work hours shall be granted in the case of the death of a less immediate family member.~~ An Employee shall be granted leave for the day of the funeral services for uncle, aunt, cousin, niece, nephew, including the same for the spouse's side of the family.

9. Add the underlined language to Article XXIX – Miscellaneous Provisions as follows:

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.

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

During Snow and/or Ice Events, all DPW Foreman if working, shall report to the Highway Manager for snow removal/road treatment coordination and/or assignment(s).

10. Update the language in Article XXIV- Classification Plans by replacing the strike through language with the language that is underlined as follows:

The first ~~three~~nine months of employment shall be considered a probationary period. In the event that an employee continues employment beyond the probationary period, he or she shall be entitled to all of the rights and benefits under this Agreement retroactive to the first day of employment.

11. Add the underlined language to Article XIX – Discipline as follows: If an employee's driver's license is restricted, suspended, or revoked and the employee has not notified Human Resources and the Department Head, this will be grounds for discipline. (The Union President agrees to contact Management in one year with both parties intention to discuss this language at a Labor Management Meeting).

12. Add the underlined language to Article V Grievance and Arbitration Procedure and delete the strike through language as follows:

All grievances must be filed within ~~seven~~twelve working days from the date of occurrence of the alleged violation,

13. Add the underlined language Article XX – Health and Welfare per PEC Agreement and delete the strike through language as follows:

~~The parties agree to a 20% employee contribution subject to conditional language attached.~~

The parties agree that effective July 1, 2016 the contribution for employee health, welfare and insurance plans will be based on a rate of 77.5% contribution by the Town and 22.5% by the employee. Effective June 30, 2018 the contribution will be based on a rate of 75% contribution by the Town and 25% contribution by the employee.

14. Add the underlined language to Article XIII Safety Committee Code:

For all aerial work in which weather conditions demonstrate unusual safety concern(s), such work shall be suspended, postponed, and/or discontinued per approval of the Division Head, DPW Director or designee.

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

1. As of July 1, 2016, the Special Parks Repairman, currently at OM4 will be changed to OM5.
2. The Union acknowledges and agrees to the OM5 Service Mechanic position and the OM1 Laborer.
3. An employee's pay date is moving to Friday as soon as management finds it practicable.

4. 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.

5. The following underlined language to be added to the Policy on Cell Phones During Work Hours and adopted by the Board of Selectmen:

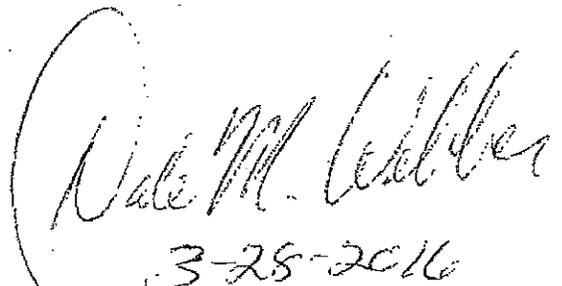
*In the Department of Public Works only, the use of a "hands free" device for speaking on the phone will be allowed. Those devices shall not be provided by the Town.

Signed on: _____

On behalf of the Town:

On behalf of the Union:


3/28/16


3-28-2016

COBRA-METER ENF/CROSSING
GUARDS

**Memorandum of Agreement
COBRA – Meter Enforcement Officer/Crossing Guards
And
The Town of Plymouth**

For a one year CBA dated July 1, 2015- June 30, 2016

The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union: *Dale M. Welles* date 3-25-2016

Signed for the Town: _____ date _____

[Handwritten Signature]
3/24/16

**Memorandum of Agreement
COBRA - Dispatchers
And
The Town of Plymouth**

For a one year CBA dated July 1, 2015- June 30, 2016

The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union: *Dale M. Leblle* date 3-25-2016

Signed for the Town: _____ date _____

[Handwritten signature]
3/24/16

**Memorandum of Agreement
COBRA - Library
And
The Town of Plymouth**

For a one year CBA dated July 1, 2015- June 30, 2016

The following constitutes an Agreement between the parties, subject to ratification by the Union and Board of Selectmen, and shall be an amendment to the Collective Bargaining Agreement that expired on June 30, 2015.

- Duration – July 1, 2015 through June 30, 2016
- Parties agree that they will continue to bargain for a successor collective bargaining agreement that shall be for two years (period of July 1, 2016 through June 30, 2018). The intention and commitment to this two year agreement is to ensure that all COBRA units shall have the same contractual end date of June 30, 2018.
- 2% COLA applied to wage schedule effective July 1, 2015
- No other changes made to the collective bargaining agreement between the parties.

This Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties after Town Meeting approval.

Signed for the Union: *Ralph M. Walker* date 3-25-2016

Signed for the Town: _____ date _____

[Handwritten signature]
3/29/16