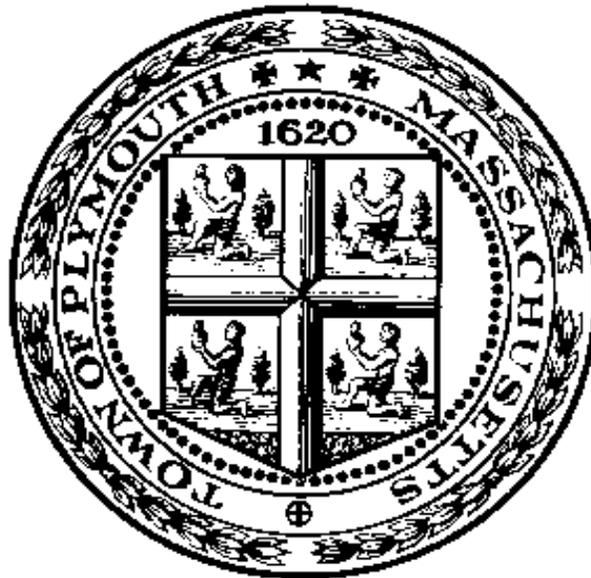


TOWN OF PLYMOUTH

SUPPLEMENTS 1 & 2

TO THE REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE COMMITTEE



Presented at the
October 17, 2015

FALL
TOWN MEETING

**FALL TOWN MEETING
OCTOBER 17, 2015
SUPPLEMENTS 1 & 2 and ADDITIONAL INFORMATION
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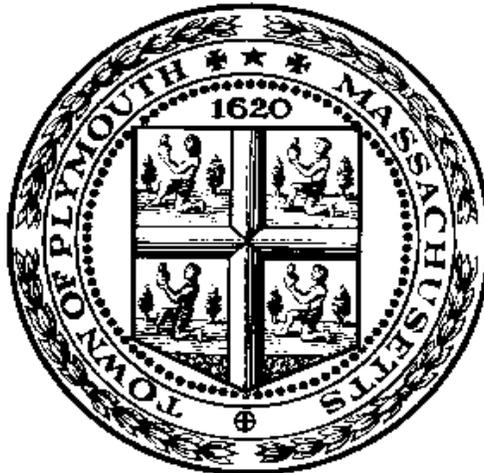
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TOWN OF PLYMOUTH

SUPPLEMENT 1

TO THE REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE COMMITTEE



Presented at the
October 17, 2015

FALL
TOWN MEETING

- ARTICLE 24

ARTICLE 24: To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation to amend the Town Charter as recommended by the Charter Review Committee as follows; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court, and authorizing the Board of Selectmen to approve amendments which shall be within the scope of the general public objectives of the petition,

Amend Chapter 3-12-1 by deleting the existing section and adding a new Chapter 3-12-1 as follows:

Section 3-12-1 Zoning Board of Appeals

(a) Composition, Term of Office. There shall be a zoning board of appeals composed of five members elected for terms of 5 years each with their terms consisting of 5 overlapping terms, such that one term expires each year. There may be 3 associate members of the zoning board of appeals appointed jointly by the Board of Selectmen and Zoning Board of Appeals. The terms for the three associate members shall be for 3 year overlapping terms, such that one term expires each year.

(b) Powers and Duties.

The Board of Appeals shall have and exercise all the powers granted to it by G.L. c. 40A, 40B, 41, and by this chapter. The Boards powers are as follows:

(1) To hear and decide applications for special permits. Unless otherwise specified in the Zoning Bylaw, the Board of Appeals shall serve as the special permit granting authority, to act in all matters in accordance with the provisions of G.L. c. 40A, Section 9 and the Zoning Bylaw.

(2) To hear and decide appeals or petitions for variances from the terms of the Zoning Bylaw, with respect to particular land and structures, to act in all matters in accordance with the provisions of G.L. c. 40A, Section 10 and the Zoning Bylaw. The Board of Appeals shall not grant use variances.

(3) To hear and decide appeals taken by any person aggrieved by reason of his or her inability to obtain a permit or enforcement action from any administrative officer under the provisions of G.L. c. 40A, Section 8 and 15.

(4) To hear and decide comprehensive permits for construction of low or moderate income housing by a public agency or limited dividend or nonprofit corporation, as set forth in G.L. c. 40B, Sections 20 to 23.

(c) Existing appointed members of the Zoning Board of Appeals as of the date of enactment of this section may serve out their term. Following the expiration of the terms of the existing appointed members, members of the Zoning Board of Appeals shall be elected. In order to implement section (a) above, the Town Clerk shall be authorized to place on subsequent annual election ballots such full and partial terms as required to result in overlapping terms, with all subsequent terms for each position to be for 5 years. In the event that an appointed member shall vacate his or her office prior to the end of the appointed term, such vacancy shall be filled by the Board of Selectmen and Zoning Board of Appeals in accordance with G.L. c.41, Section 11.

Or take any other action relative thereto.

CHARTER REVIEW COMMITTEE

RECOMMENDATION: Not Approved (4-8-1)

The Advisory & Finance Committee recommends Town Meeting NOT approve Article 24.

The majority of the Committee believes, in the final analysis, that an appointed Zoning Board of Appeals better serves the interests of Plymouth and its residents. The basis for that finding is the ability to populate the board with a variety of knowledge and skill sets that ensure the board has a broad and balanced approach to its adjudicatory role – an outcome that may be less probable through an electoral process. Additionally, the Committee believes the expansion of terms from three (3) years to five (5) years, one of the substantial changes that required the committee to re-hear the article, represents a risk to the community – specifically in terms of precedents that may be established by decisions of the ZBA -- should one or more individuals that are ill-suited for the role be elected to the board.

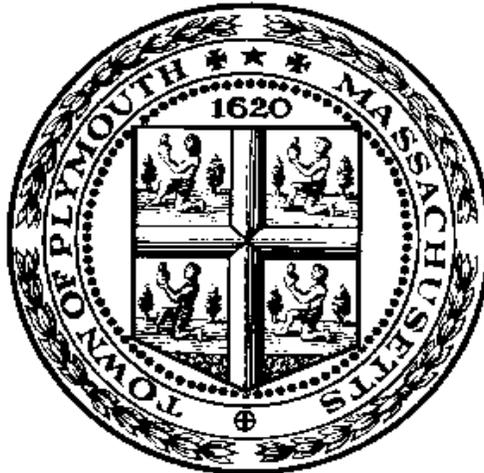
A variety of other arguments raised by both proponents and opponents – generally revolving around the relative ability to influence an elected board member versus an appointed one and the process transparency in populating the board – were not compelling since it seems an appointed official could be influenced as readily as an elected one and that there are pros and cons on the question of transparency in both the electoral and appointment processes.

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART																	
		<i>Belinda Brewster</i>	<i>Kevin Canty</i>	<i>Betty Cavacco</i>	<i>Richard Gladdys</i>	<i>Harry Helm</i>	<i>Shelagh Joyce</i>	<i>Ethan Kusmin</i>	<i>Mike Lincoln</i>	<i>Marcus McGraw</i>	<i>Patricia McPherson</i>	<i>Christopher Merrill</i>	<i>John Moody</i>	<i>Patrick O'Brien</i>	<i>Harry Salerno</i>	<i>Marc Serrico</i>	VOTE TOTAL
ARTICLE		FOR-AGAINST-ABSTAIN															
24	Charter Review - Elect ZBA	N	N	Y	Y	N	Y	N	A	X	N	N		Y	N	N	4 - 8 - 1

TOWN OF PLYMOUTH

SUPPLEMENT 2

TO THE REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE COMMITTEE



Presented at the
October 17, 2015

FALL
TOWN MEETING

- ARTICLE 1
- ARTICLE 2A
- ARTICLE 16B

ARTICLE 1:

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

RECOMMENDATION: Approval (Unanimous, 9-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 1. Recent changes to minimum wage laws required multi-year increases in some positions at both Fall 2014 and Spring 2015 Town Meeting. Upon additional review, there are still adjustments needed. Adjustments for all positions need to be carried through 2017 and further adjustments are needed to resolve compression, where supervisors are making almost the same wage as those they supervise. This article will bring all positions up to date and in compliance through 2017.

The Advisory & Finance Committee heard this updated information on 10/15/2015:

Personnel Bylaw & Collective Bargaining Agreements: Approval (Unanimous, 8-0-1)

The Advisory & Finance Committee reviewed summaries of three Agreements:

- Firefighters Collective Bargaining Agreement
- OPEIU Collective Bargaining Agreement
- Non-Union Personnel Bylaw Agreement

The Committee then added those Agreements to Article 1 and re-voted. The Advisory & Finance Committee recommends Town Meeting approve Article 1.

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

		Belinda Brewster	Kevin Canty	Betty Cavacco	Richard Gladdys	Harry Helm	Shelagh Joyce	Ethan Kusmin	Mike Lincoln	Marcus McGraw	Patricia McPherson	Christopher Merrill	John Moody	Patrick O'Brien	Harry Salerno	Marc Sirrico	VOTE TOTAL	
ARTICLE																FOR	AGAINST	ABSTAIN
1	Personnel Bylaw & Collective Bargaining	X	X	Y	Y	X	Y	Y	Y	Y	X	Ch	X	Y	A			8 - 0 - 1

TOWN OF PLYMOUTH

11 Lincoln Street
Plymouth, MA 02360
(508) 830-4000
Fax (508) 830-4140

OFFICE OF TOWN MANAGER

MEMORANDUM

To: Board of Selectmen and Advisory & Finance Committee
From: Melissa G. Arrighi, Town Manager
Date: October 14, 2015
Re: Article 1 and 2A regarding employee salary/benefit issues

I am pleased to let you know that two union groups, Firefighters and OPEIU, have ratified tentative agreements for changes to their respective 2015-2018 collective bargaining contracts. These changes and agreements were reached during the collective bargaining process. In addition, I am recommending changes to the Personnel Bylaws for non-union employees. All these changes are attached in the tentative agreement documents and have been voted by the Selectmen in Executive Session and the union agreements have also been ratified in open session.

FATM Article 1 - To see if the Town will vote to amend the Classification & Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements....

The changes for the Firefighter Contract, OPEIU, and non-union are attached. I would ask your support in recommending their inclusion in Article 1 of the Fall Annual Town Meeting.

FATM Article 2A – To see if the Town will vote to amend the vote taken under Article 7A of the 2015 Annual Town Meeting warrant...for the purpose of supplementing departmental expenses....

The money to fund the COLA's for year 1 are included in Article 2A, including the costs for the teacher's contract that was negotiated by the School Committee.

As you may be aware, all other union groups are still in the negotiating process.

Thank you.

TENTATIVE AGREEMENT
9/30/2015, updated 10/13/2015
Town of Plymouth and Plymouth Firefighters

1. Add Evergreen language to the CBA on page 4, 2nd Paragraph
2. Move to a Friday pay date (not included in CBA)
3. Require direct deposit, no paper pay stubs and advice of pay via email (not included in CBA)
4. No longer print separate checks unless necessary according to Finance Dept. (change language references in CBA to separate checks) - Article XII, section D (and any other locations, if any)
5. Adopt policy on drug testing (not included in CBA), copy attached
6. \$15,000 in life insurance with employee paying 20% of the premiums and the Town paying 80% of the premiums (not included in CBA)*
7. Add language to CBA under article VIII, section E All swaps will be repaid within 90 calendar days from the date of the initial swap.
8. Add language to CBA under Article III, Section B # 8. – The system for mandated overtime will run from the Jr. to Sr. order.
9. Change language in CBA to reflect that no documents added to the personnel file will be removed. Under Article XIV section F.
10. Add language to CBA under Article IX, 2nd Paragraph as follows: “an employee must notify, in writing, his/her Department Head if the employee’s driver’s license is suspended, revoked, or restricted in any way. Failure to provide this notification immediately may be grounds for immediate termination”
11. The dispatch, 911 services, shall be removed from the Fire Department once the service is up and running at its new location. Any language in the CBA referencing dispatch or 911 shall be removed if it pertains to this issue once the services is fully operable at police station. Delete any references to dispatch throughout the contract. Our agreement includes the understanding that the dispatch positions will be absorbed and there is no intent to eliminate those positions through attrition.
12. Add language to CBA under Article XV regarding Union Business Time Off and define those individuals as the President, Vice President, and Treasurer and Secretary.
13. Change language in CBA under Article III, section 3 regarding a mandatory 8 hour break after 50 hours worked.

14. Add language in CBA under –Article IV that provides that the following compensatory time may be accumulated for new hires during the first 2 years (or less) of employment and then the ability to earn compensatory time ceases:
 - a. Comp time may be accrued at a maximum of 48 hours over six month consecutive period.
 - b. Comp time must be used within six months of earning it or it will be paid as overtime
 - c. At no time can comp time ‘on the books’ for the employee exceed 48 hours
 - d. Once an employee obtains 1 week of Personal & 1 Week of vacation they are no longer eligible to earn Comp time.
 - e. For the purposes of notice to request comp time it will fall under the same provision as personal time.
15. Delete language in the CBA as it relates to the Circuit Breaker clause
16. Add language in the CBA under VII, section L as follows: “An employee who uses no sick time (including family sick time) for six consecutive months shall earn 10 hours of personal time to be used within six months of being awarded it. If the employee does not use this personal time within the six months, it is considered forfeited. This ability to earn 10 hours of personal time does not apply to employees on 111F or injured on duty.”
17. Change the entire vacation section/schedule. Converting 48 hours of vacation time to personal time. Add 48 hours of vacation time to those with 15 years or more of completed service.*
18. Add language in the CBA under XIX regarding the employee shall receive \$1,000 per certification (with a \$3,000 annual maximum). The certifications that qualify are:
 - Lifeguard Systems Public safety diver
 - Lifeguard systems public safety dive tender
 - Lifeguard systems moving water rescue (search and recovery)
 - Fire instructor I
 - Fire instructor II
 - Public Fire Educator
 - Fire Officer I
 - Fire Officer II
 - Fire Officer III
 - Fire Investigator
 - Incident Safety Officer-Suppression
 - Incident Safety Officer-Hazmat
 - Technical Rescuer Rope Rescue I
 - Technical Rescuer Rope Rescue II
 - Technical Rescuer Confined Space Rescue I
 - Technical Rescuer Confined Space Rescue II
 - Technical Rescuer Trench Rescue I
 - Technical Rescuer Trench Rescue II

and others that are overseen by the Massachusetts Fire training council based upon qualifications of NFPA and approval of the Fire Chief. His decision is not grievable or arbitrable. Excluded are any that are required to become a fire fighter (those the



Academy require all recruits to achieve to graduate from the academy). The Town of Plymouth will offer to host a minimum of 2+ times a year.*

19. Add language in the CBA under Article XII "Employees are eligible for a 15% deferred compensation match". *
20. Increase clothing allowance stipend in article IV by \$151. *
21. COLA FY15 = 2%, FY16 = 2%, FY17 = 3% .

Any reference to a reopener or reopener language be removed from the CBA

*effective date to take place in year 2 of the CBA

- The only financial items that is retroactive is COLA. All other changes with a financial implication take place progressively once funded.

Signed by the Board of Selectmen:

Keith A. Tom
Robert Perryman
[Signature]
David B. Malenfant

Date 10/13/2015



TOWN OF PLYMOUTH DRUG AND ALCOHOL TESTING

POLICY AND PROGRAM

Section I – Purpose

The purpose of this policy is to provide Fire Department employees with notice of the provisions of the Town's drug and alcohol and related testing policy and program as it affects them. It is the policy of the Town that a drug and alcohol free work place must be maintained by Fire Department employees at all times and this requirement justifies the use of random and reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus, job performance. To ensure high standards of performance for performing Town business and to preserve public trust and confidence in a fit and drug and alcohol-free Fire Department workforce, there shall be a testing program to detect drug and alcohol use in the workplace, or that effects work in the workplace. In accordance with the provisions of this Policy, the Town will offer assistance with rehabilitation, when necessary and warranted.

Section II – Prohibited Conduct

The following conduct by any employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, or sale of a controlled substance, illegally used drug, drug paraphernalia, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, during working hours, affecting work in the workplace, or on Town property.
- B) Unauthorized storage in a desk, locker, Town vehicle or vehicle used for Town business or other repository on Town property of any illegally used drug, controlled substance, drug paraphernalia.
- C) Being under the influence of an unauthorized controlled substance, illegally used drug or alcohol on Town business, in Town supplied vehicles, in vehicles used to Town business, while on duty.
- D) Switching or adulterating any blood or urine sample;
- E) Refusing to consent to testing or refusing to submit breath, urine, blood sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of the Policy
- F) Failing to adhere to the terms of any rehabilitation agreement which the employee has signed;
- G) Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for drug or alcohol offense that violates this Policy;



H) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provision of this Policy.

Section III- Reasons for Testing

Testing of employees for drug and/or alcohol use will be done for the following reasons:

A) Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this Policy. The probable cause must be supported by stated facts to show that there appears to be a violation of this Policy.

a. Probable cause may be based upon the following, or other, comparable fact patterns:

- i. observable phenomena, such as direct observation of illegal use or possession of drugs and/or physical symptoms of being under the influence of a controlled substance;
- ii. a documentable pattern of abnormal conduct or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement and gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors);
- iii. ~~arrest~~, indictment or conviction for a drug-related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking;
- iv. evidence that an employee has tampered with a previously administered drug test and/or has made material, false or misleading statements to Fire Department personnel regarding past or present illegal use of drugs while a Town employee;
- v. a documented written report of drug use, in affidavit form, provided by reliable and credible sources, such as law enforcement agencies;

B) Pre-employment physicals will include drug and alcohol testing.

C) Subsequent to any significant on duty vehicular accident or serious, unsafe practice (raising question of improper drug or alcohol use), or on duty incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done.

D) Each member of the bargaining unit may be selected at random and shall submit to an alcohol and drug test during each fiscal year.

a. The Town agrees that a maximum of 25% of Town of Plymouth Employees that are covered with random drug testing language will be selected for random testing.

Section IV-Consequences of a Violation of the Drug and Alcohol Policy



A positive test in violation of this Policy will result in discipline in accordance with departmental disciplinary procedures as outlined in this policy, and only for just cause as detailed below.

Any violation of this Policy will result in disciplinary action for just cause.

“Discipline” for any violation means any permitted disciplinary action up to and including termination of employment.

The appointing authority or their designee may reduce the discipline outlined in this policy on a case by case basis after considering all the evidence.

Dependent of the seriousness of the violation, the appointing authority or their designee may proceed directly to a more advanced step of these disciplinary procedures.

Any disciplinary action shall be subject to Chapter 31 and the grievance/arbitration procedure of the collective bargaining agreement.

Section V- Disciplinary Action for Violation of the Drug and Alcohol Policy

In general, the following disciplinary actions apply to all of the Fire Department employees.

Alcohol & Illegally-Used Drugs.

Illegally-used drugs means any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose

First Offense: Written warning placed in the employee’s personnel folder and after the one year anniversary of the date, if no further violations occur, it will not be used against the employee for promotional purposes. Employees may seek assistance through the Employee Assistance Program (EAP) or other program mutually agreed upon by the parties represented in this policy.

Second Offense: Suspension. Employees will be mandated to attend a program through the Employee Assistance Program (EAP) or other program mutually agreed upon by the parties represented in this policy.

Third Offense: Termination.

Illicit Drugs and Related Items

The intentional use of one of the seven classes of controlled substances identified by this policy may result in discipline:

First Offense: Written warning that remains in file for two-and-one-half years, if no further violations occur, it will not be used against the employee for promotional purposes. Employee will be placed on sick leave pending a mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). If the employee does not have sick time, the employee will be placed on unpaid leave. If



deemed necessary by the examiner, the employee must sign a reasonable rehabilitation agreement negotiated by the Town and the Union resulting from the substance abuse evaluation. If an agreement cannot be reached, the employee will be referred to EAP within 3 business days of a positive test.

Second Offense: Termination.

Section VI – Drug and Alcohol Testing Procedures

Drug and alcohol Testing will be conducted by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) laboratories and pursuant to USHHS Mandatory Guidelines or USDOT guidelines, 49 CFR Part 40 Subpart F except as outlined in this policy. Collection of samples will follow accepted “chain of custody” procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive screen results pertaining to controlled substances, the Medical Review Officer, a licensed physician, will contact the donor, conduct a medical history, and coordinate with the employee’s personal physician, as necessary, to make a final determination of the presence of illegal drugs in a test.

Drug and alcohol testing for Fire Department employees under this Policy, will be done as follows:

- A) Where there is a probable cause, or significant vehicular accident or safety incident while on duty, as described previously in Section III, the Chief or his/her designee will contact Human Resources who will arrange for the drug and/or alcohol testing.
 - a. The Chief or his/her designee must provide basis of probable cause in writing to the fire fighter and a Union representative at the time of contact with Human Resources.
- B) Human Resources will set up an appointment for the appropriate tests. Prior to analysis of any sample, Human Resources, will provide an opportunity to the fire fighter and/or Union to contest the finding of probable cause, however, the test may proceed, but the results will be withheld until Human Resource confirms probable cause existed.
- C) The employee will go to the appropriate testing facility, will present photo identification, and provide the necessary test samples. If the employee so requests, he/she may be accompanied by a Local union representative or, when a union representative is unavailable, by a fellow employee to the site of the testing (Only the employee being testing may go into the room where the sample is to be provided).
- D) Urine samples will be used for drug tests. Split testing samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing. In extreme cases, where urine or breath tests cannot be obtained because of an accident, blood testing may be allowed. Blood testing must be conducted pursuant to a scientifically reliable and objective process to determine intentional ingestion of controlled substances (if one is not recognized under federal guidelines), which includes “chain of custody”, oversight by a Medical Review Officer and opportunity for a split sample-like challenge.
- E) Breathalyzer results in between 0.02% and 0.05% of blood alcohol content, the employee may be relieved of duty.



- F) Breathalyzer results in excess of 0.05% blood alcohol content will be considered in violation of this policy and subject to discipline as outlined in this policy.
- G) Urine samples will be used to test for the following substances:
- Cocaine
 - Methamphetamines
 - Phencyclidines
 - Opiates
 - Marijuana
 - Benzodiazepines
 - Amphetamines
- H) Positive test results confirmed by the Medical Review Officer as outlined in the first paragraph in Section VI will be provided to Human Resources or to the Chief or his designee in the absence of Human Resources.
- I) All documents pertaining to this section shall be regarded as and maintained as confidential.
- J) In the case of positive test results as outlined in Section VI, employees will be placed on sick leave, followed by any other accrued paid leave, until cleared to come back to work by the Chief of the department or his/her designee. If the employee does not have accrued paid leave, the employee will be placed on unpaid leave. The Chief or his/her designee may seek medical clearance prior to the accused returning to work.
- K) Human Resources will work with the Fire Department to take appropriate steps, as necessary. See Disciplinary Action for Violations of the Drug and Alcohol Policy for further information.
- L) If an employee tests positive, he/she at his/her own expense may have the second sample, held under chain of custody, tested at another NIDA and DHHS-approved laboratory. If the second test is not positive, no further action will be taken.



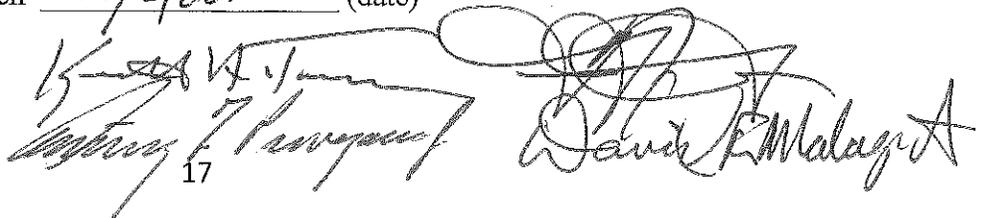
TENTATIVE AGREEMENT (FOR approx. 78 EMPLOYEES)
OPEIU and Town of Plymouth dated Sept. 25, 2015 updated October 5, 2015
(All proposals take place 10 days after passage at Town Meeting
except (*retro to July 1, 2015) and (** benefit starts in year 2 of CBA))

1. Life Insurance increased to \$15,000 for active employees
2. Pay Date moves to Friday
3. Eliminate practice of separate checks
4. Ability to extend probation up to 6 months
5. Delete 4 day work week language
6. Delete section 27.04 on removing letters from personnel file
7. Eliminate practice of 502 eliminates ability to work ½ day and then take the rest of the day off without using earned time. If you are out of the office, you need to use your earned time.
8. Add language that states, "A Division Head may be required to work hours that are not part of the regular work day or regular expectation of the job hours. In those rare cases, the Division Head will get preapproval from the Dept. Head to work those hours and to have the ability to apply those hours to time off at a later scheduled time (within 30 days of the event). This is called 'flex time'. The decision by the Department Head, on file with Human Resources Department, to grant or deny this flex time is not grievable or arbitrable. The intent of flex time is not to cover an occasional emergency or for a regularly scheduled night meeting with the Division Head's associated Board/Committee, but it is for the purposes of the employee working above and beyond the regular hour expectation.
9. **2/2.5/3 percent cola* on July 1 of each year**
10. **Longevity: 5 year \$100; 10 years \$150; 15 years \$250; 20 years \$500****
(total impact in year 2 = \$15,150)
11. **Increase earned time chart for new employees as agreed upon and increase the LTIA dump to 9 days for the first 5 years and then it goes to the 10 day deposit****
12. **Replace \$2500 with \$4,000 on the LTIA buyback upon leaving (total impact is based on the number of employees who leave in a year)**
13. **Adjust the following language to increase buyback to 8 days: (total impact in year 2 is \$16,750)**

On December 1st of each year, if an employee has 180 days of accumulated LTIA, s/he can sell back up to 5 days at his/her current rate of pay.
(Change this to 8 days of buyback)**

By vote of Board of Selectmen 10/6/2015 (date)

Signatures:



TENTATIVE AGREEMENT (FOR approx. 20 EMPLOYEES)
NON UNION and Town of Plymouth
September 29, 2015, updated October 5, 2015

1. Life Insurance increased to \$15,000 for active employees
2. Pay Date moves to Friday
3. Eliminate practice of separate checks
4. **Change language to reflect that any promotion must result in a minimum of \$1000 increase (not \$300)**
5. **Add 1 week LTIA buyback option for employees with 90 days of LTIA on books. Keep the 2 week buyback for 180 days on the books. Add language that indicates that under no circumstances can an employee buyback more than 2 weeks year.**
6. COLA: 2, 2.5, 3%
7. **Increase Longevity from the 1st column to the 2nd column.**

5 yrs	\$100	\$500
10	\$200	\$750
15	\$300	\$1000
20	\$550	
25	\$750	
30	\$1000	

8. **For Executive and Executive Management classifications only - Change the threshold below from 7 years to 5 years. This is not retroactive.**

Effective June 30, 2012, a senior step will be added to the existing wage schedule three (3%) percent above the current maximum step. To be eligible for the senior step the employee must have completed seven (7) years of service with the Town and they must be at the maximum step of the current wage schedule.

Approved – Selectmen vote on October 6, 2015



ARTICLE 2A:

ARTICLE 2A: To see if the Town will vote to amend the vote taken under Article 7A of the 2015 Annual Town Meeting warrant, and, as necessary, to raise, appropriate, transfer or borrow funds for the purpose of supplementing departmental expenses, and/or to reduce certain departmental expenses or otherwise amend said vote, or take any other action relative thereto.

BOARD OF SELECTMEN

RECOMMENDATION: Total Approval \$2,772,972

The Advisory & Finance Committee recommends Town Meeting approve Article 2A. The Committee reviewed and voted each request separately.

SEE UPDATE AT BOTTOM OF PAGE

Salary Reserve: Approval \$1,710,000 (Unanimous, 10-0-1)

In anticipation of settling employee contracts, the Town Manager requests appropriating \$1,710,000 to the Salary Reserve account to fund wage adjustments for FY2016.

Debt: Approval \$1,062,972 (Unanimous, 11-0-0)

An increase of \$1,062,972 is needed to bring the Non-Enterprise Fund Budget for community debt in line with actual results. The budget voted in April at the Annual Town Meeting was based on estimates of cash flows last October 2014 for the various projects which required funding. The largest component of this adjustment is an updated cash flow on the Plymouth South High School and the amount of funds needed to meet project costs.

The Advisory & Finance Committee heard this updated information on 10/15/2015:

Salary Reserve & School Budget : Approval \$1,710,000 (Unanimous, 8-0-1)

In anticipation of settling employee contracts, the Town Manager requests appropriating \$1,710,000 to fund wage adjustments for FY2016. Updated information heard involves dividing the \$1,710,000 as follows: \$677,830 to the Salary Reserve Account for the Town portion and \$1,032,170 to the School Budget Line Item for the school portion. The Advisory & Finance Committee recommends Town Meeting approve Article 2A.

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART																	
Y - For N - Against A - Abstain X - Absent Ch - Chair did not vote		Belinda Brewster	Kevin Canty	Betty Cavacco	Richard Gladdys	Harry Helm	Shelagh Joyce	Ethan Kusmin	Mike Lincoln	Marcus McGraw	Patricia McPherson	Christopher Merrill	John Moody	Patrick O'Brien	Harry Salerno	Marc Sirrico	VOTE TOTAL FOR-AGAINST-ABSTAIN
ARTICLE																	
2A	Departmental Budgets: Salary Reserve & School	X	X	A	Y	X	Y	Y	Y	Y	Y	X	Ch	X	Y	Y	8 - 0 - 1

Town of Plymouth
Finance Department

TO: Board of Selectmen
Advisory & Finance Committee

FROM: Lynne A. Barrett 
Director of Finance

RE: Article 2A – Supplemental Budget Request - Salary Reserve Set Aside

DATE: September 2, 2015

The Town Manager has requested that an amount be set aside in the Salary Reserve Line Item in the Fiscal 2016 budget for potential cost of living increases to Town and School collective bargaining agreements. The Town and School groups have been meeting and working on negotiations in hopes that a settlement will prevail in this fiscal year. To fund potential increases for fiscal 2016 an amount would need to be set aside from the fiscal 2016 Tax Rate set in December for later distribution by the Finance Director to the appropriate department budget. This would only happen after the agreements were properly approved by all required parties. The amount necessary would be a total of \$1,710,000.

Thank you for your consideration in this matter.

Update 10/9/15:

\$ 677,830 to Salary Reserve Line Item

\$1,032,170 to School Budget Line Item

\$1,710,000

ARTICLE 16B:

Updated Warrant Language:

ARTICLE 16B: To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise, for open space and recreational purposes pursuant to G.L. c.44B and to accept the deed to the Town of Plymouth, of a fee simple interest or less of land located off Little Herring Pond Road in the Town of Plymouth comprised of 43.6 acres, more or less, shown on Assessors' Map 122, Lot 10P-1022B and Lot 1022A, and further that said land shall be held under the care, custody and control of the Conservation Commission; and ~~as funding therefor to appropriate \$400,000~~ **contingent upon the receipt of a gift or gifts in the amount of \$125,000 as funding therefor, to appropriate \$525,000** for the acquisition and other costs associated therewith from the Community Preservation Fund estimated annual revenues, fund balance, or reserves, and/or borrow said total sum which shall be reduced by the amount of any grants received by the Town pursuant to G.L.c.44B, section 11 or G.L. c.44, section 7 or any other enabling authority; and further to authorize the Board of Selectmen to grant a conservation restriction in said property in accordance with G.L.c.44B, section 12 meeting the requirements of G.L. c. 184, sections 31-33; and to authorize appropriate Town officials to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said purchase; or take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

The Advisory & Finance Committee reviewed the updated warrant language on 10/15/2015:

RECOMMENDATION: Approval \$525,000 (Unanimous, 9-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 16B. Approval of this article will appropriate \$525,000, \$400,000 from the Community Preservation Fund for open space and recreational purposes, and \$125,000 from an anonymous donor. These funds will be used to acquire 43.6 acres of open space land providing extensive frontage on Little Herring Pond and Triangle Pond and abutting existing open space at Pickerel Pond Preserve. Acquisition of this property will enhance the land conservation and protection in the Great Herring Pond water shed. It is also partially within several designated priority habitat areas of rare species. This land will be held in the care and control of the Conservation Commission.

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART																	
		<i>Belinda Brewster</i>	<i>Kevin Canty</i>	<i>Betty Cavacco</i>	<i>Richard Gladdys</i>	<i>Harry Helm</i>	<i>Shelagh Joyce</i>	<i>Ethan Kusmin</i>	<i>Mike Lincoln</i>	<i>Marcus McGraw</i>	<i>Patricia McPherson</i>	<i>John Moody</i>	<i>Patrick O'Brien</i>	<i>Harry Salerno</i>	<i>Marc Serrico</i>	VOTE TOTAL	
		FOR-AGAINST-ABSTAIN															
ARTICLE																	
16B	CPC - Open Space	X	X	Y	Y	X	Y	Y	Y	Y	Y	X	Ch	X	Y	Y	9 - 0 - 0