

AGREEMENT
BETWEEN THE
TOWN OF PLYMOUTH, MASSACHUSETTS
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93
LOCAL 2824
(CROSSING GUARDS/PARKING ENFORCEMENT OFFICERS
FROM JULY 1, 2009 – JUNE 30, 2012

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PREAMBLE

(This article applies to Crossing Guards and full time Meter Enforcement Officers)

The Town and the Union recognize that their prime purpose is the continuous upkeep and operation of the highest possible quality of the Crossing Guards, those employees serving as both Crossing Guards and part time Meter Enforcement and full time Meter Enforcement Officers employed by the Town of Plymouth for the benefit of the citizens of the Town. The employer and the Union recognize that it is their common responsibility to carry out this goal by making the most effective use of the funds provided by the taxpayers. This requires each employee to perform his/her responsibilities in a professional manner to provide performance of the highest quality. The employer and the Union further realize that the expenditure of funds by the employer is primarily to further the goals as stated herein and that the employer and its administrative and professional staff are required to subordinate the use of these funds to this end in interpreting the terms of this Agreement.

There are three types of employees that fall under this contract, crossing guards, and full time meter enforcement officers. For the purpose of this contract, meter enforcement and parking enforcement shall be interchangeable.

For clarity purposes, each article specifies which employee group is applicable to that article.

ARTICLE I

RECOGNITION

(This article applies to Crossing Guards and full time Meter Enforcement Officers)

The Town recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all Crossing Guards/Meter Enforcement Officers employed by the Town of Plymouth, excluding police officers, the Chief of Police, dispatchers, clerical employees, library employees, DPW employees, managerial and confidential employees and all other employees of the Town of Plymouth.

ARTICLE II

UNION DUES AND AGENCY SERVICE FEES

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

Employees shall tender the monthly membership dues by signing the authorization of dues form. During the life of this Agreement, and in accordance with the terms of the form of authorization of check-off dues levied in accordance with the constitution of the Union, the Town shall deduct said amounts from the pay of each employee who executed or has executed such form, and shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 15th day of the succeeding month, provided that the Town Treasurer is satisfied with such evidence as he may require that the Treasurer of the Union has given to the Union a bond in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date

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

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

Signed _____

Address _____

In consideration of this agreement the Union agrees to hold the Town harmless from liability, civil or criminal, which may arise out of the implementation of this Article. B. Any member of the bargaining unit who is not a member of Local 2824 shall, as a condition of employment during the life of this collective bargaining agreement, pay an agency service fee to the Local in an amount that is equal to the amount that is required to become a

member and remain a member in good standing in Local 2824 and its affiliates to which membership dues and per capita fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of Local 2824 shall begin on and after the thirtieth (30) day following the commencement of his employment or the effective date of this agreement whichever is later. The Town agrees to deduct Union dues, assessments and/ or the agency service fee form the salary of each member of the bargaining unit who signs an authorization permitting the deductions to be made. The dues, assessments and/or agency service fees that are so deducted shall be forwarded by the Town to the Secretary- Treasurer of the Local at the beginning of the month following the month for which the deductions have been made. This section of the contract shall be applied in conformance with Chapter 150E, Section 12, and Chapter 180, Section 17A, of the General Laws of Massachusetts.

ARTICLE III

FAIR PRACTICE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

As sole collective bargaining agent the Union will continue its policy of accepting into voluntary membership all eligible persons in the Union. The Union will represent equally all persons without regard to membership, participation in or activities in the Union. The Town or its agents agree that they shall not discriminate against any employees because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member of the bargaining unit for adherence to any provision of this Agreement.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

A grievance shall be defined as a dispute between the parties to this Agreement involving an alleged specific and direct violation of the express language of a specific provision of this Agreement. No grievance or dispute involving the refusal to comply with the order of a superior, except in violation of a safety code, shall be initiated by an employee unless the order in question shall have first been complied with by the employee.

The following procedure shall prevail in handling all grievances:

All grievances shall be submitted in writing to the Chief of Police or his designated representative and shall quote the specific article or articles that are being violated and how those articles are being violated, and what remedy is being sought.

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) working days after its occurrence, or it shall be deemed waived. Any grievance in course shall also be deemed to have been waived if the action required by the Union or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore.

Step 1. The Union 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) working days of the date of the grievance. The department head shall respond in five (5) working days with a date for the hearing and the hearing must be held within ten (10) working days of the date when the grievance was filed. Following the hearing, the department head will render a decision within five (5) days.

Step 2. If the grievance has not been settled, it shall be presented in writing, on the form attached hereto, to the Town Manager or his/her designee within three (3) working days after the Department Head's response is due. The Town Manager or his/her designee shall respond in writing to the Chairman of the Grievance Committee within five (5) working days with a proposed hearing date and time. Such hearing shall be held within ten (10) working days following receipt of the Department Head's response. Following the hearing, the Town Manager will render a decision within five (5) days.

Step 3. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the selectmen is due, by written notice to the other, request arbitration by the American Arbitration Association in accordance with its labor arbitration rules then in effect. Failure to request arbitration in writing within the prescribed time shall constitute a settlement of the grievance.

If the grievance is not initiated in accordance with the provisions of this Article and/or if the grievance is not processed in accordance with the time limits prescribed in this Article it

shall be considered that the grievance has been settled and that the right to any further procedures under this Article has been waived.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the Arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration. The Arbitrator shall arbitrate the question only. The Arbitrator shall not have the authority to alter, modify, or amend this Agreement. The decision of the Arbitrator within the scope of his jurisdiction shall be final and binding upon the parties thereto and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.

The Arbitrator will be without power or authority to make a decision or award which violates the common law, statutory law, or any rules, regulations or decisions issued under the authority of the Commonwealth of Massachusetts or the United States; or an award which requires the commission of an act prohibited by law; or an award which violates any of the specific terms and conditions of this agreement; or any award which adds to, modifies or subtracts from the provisions of this agreement.

For such matters as have been excluded from the powers of the Arbitrator, the Arbitrator shall not be permitted to hold hearings or take evidence or render an award. The Arbitrator shall be without authority to determine any violation or alleged violation which occurred prior to the effective date of this Agreement and he shall not recommend a right or any relief for any period of time prior to the effective date of this Agreement.

The arbitrator shall not substitute his judgment for decisions of the town or its agents when they are made pursuant to their reserved or management rights or their authority under the law. The arbitrator shall not consider any issue or claim for relief which was not submitted during the grievance procedure. The arbitrator shall not determine this Agreement, or recommend or award any relief for any period of time prior to the effective date of this Agreement. The arbitrator shall not substitute his judgment for decisions of the town or its agents when they are made pursuant to their reserved or management rights or their authority under the law. The arbitrator shall no consider any issue or claim for relief which was not submitted during the grievance procedure. The arbitrator shall not determine any violation which occurred prior to the effective date of this Agreement, or recommend or award any relief for any period of time prior to the effective date of this Agreement.

The decision of the Arbitrator may be reviewed or confirmed as is provided by M.G.L., Ch. 150C.

The Parties shall share equally in the cost of the Arbitration proceedings.

ARTICLE V

DISCIPLINE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

The Town shall have the right to discharge, suspend or discipline any employee for just cause. Without limitation and only for illustrative purposes just cause shall mean among other things, dishonesty (including dishonest falsifying of time records); insubordination; consumption or possession of alcoholic beverages and/or non-prescribed drugs on the employee's person or property or in motor vehicles during working hours (including lunch or other breaks); giving false information in connection with time record; theft; willful and deliberate damage or destruction of materials or equipment; unauthorized absence from work, except in emergencies; gambling while on duty; persistent or serious infraction of reasonable rules or instructions promulgated by the Town; failure to report any accident of which the employee is aware or has knowledge of on the day on which it occurred; refusal to do reasonable work assigned; the use, receipt or obtaining of any benefit of this Agreement contrary to the provisions of this Agreement, or through any misrepresentation by the employee or any other person in connivance with the employee.

ARTICLE VI

SENIORITY

Part A – Applicable to Crossing Guards and full time Meter Enforcement Officers only - Continuous length of service of employees in the bargaining unit from the date of their last hire shall determine the seniority of the employee. Seniority shall not be broken by leaves of absence defined in this Agreement. Seniority shall be broken by resignation or termination for just cause.

In the event of a reduction in force, or layoff, employees shall be separated from employment in the inverse order of hiring, and recall shall be by seniority.

ARTICLE VII

JURY PAY

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty if the employee is called to jury duty during a regularly scheduled workday.

ARTICLE VIII

HOURS OF WORK

1. The full time and part time meter enforcement officers' and crossing guard's hours of work and the days of employment will be assigned by the Chief of Police in conjunction with the needs of the Police Department.
2. Crossing Guards and shall work a minimum of ten crossing guard hours a week with the exception of weeks when school is not in session or classes not held for reason of holidays, weather, etc. Employees will be compensated for both the morning and afternoon hours if school is called early and the crossing guards are not called in for the afternoon.

ARTICLE IX

UNION REPRESENTATIVES

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, Council 93 and/or officers of Local 2824 to enter the premises at reasonable times for individual conferences with employees, with prior permission of the Chief of Police so long as said conferences do not interfere with the employee's work.

1. Union Business/Union Representatives

The union shall furnish the Town with a list of union officials and the capacity in which they serve. The Union shall also furnish the Town with a list of the Union Stewards and alternates. Lists shall be furnished within one week after designation and the union shall as soon as practicable notify the Town of any changes.

2. Paid Leave of Absence for Union Business

One authorized union representative as defined above or the President of ASFCME Local 2824 shall be permitted reasonable time off without loss of pay to: represent employees upon their request at interview which may lead to disciplinary action on the premises of the DPW or other mutually agreeable site; represent grievants at a hearing on the premises of the Police Department or other mutually agreeable site; at arbitration, Labor Relations Commission or Massachusetts Commission Against Discrimination hearings.

Requests for such time off shall be made in writing at least twenty-five (24) hours in advance indicating the date, time and destination.

Time off without loss of pay shall be granted to up to five (5) union members for the purpose of a negotiating committee attending negotiation sessions with the Town. The President of Local 2824 shall be permitted to attend all negotiation sessions pertaining to Local 2824 without loss of pay. Prior to the first collective bargaining session, the union will furnish the Town with a list of members of the negotiating committee. Requests for such leave shall be made in writing at least twenty-four (24) hours in advance to the Police Chief.

No overtime shall accrue for any of the above purposes.

Grievants called to testify during their regularly scheduled shift at a grievance hearing, arbitration, Labor Relation Commission hearing or Massachusetts Commission Against Discrimination hearing shall be granted time off without loss of pay and without loss of benefits. Requests for such leave shall be in writing at least twenty-four (24) hours in advance to the Police Chief.

Unless expressly specified otherwise, all bargaining unit members are required to report back to their work site in a reasonable amount of time after the conclusion of said hearing(s).

3. The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE X

NO STRIKE CLAUSE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

No member of the bargaining unit or the union shall engage in a strike, as defined in Massachusetts General Laws, chapter 150E, and no member of the bargaining unit or the Union shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees. Employees who participate in any such strike may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employee has engaged in any of the activities prohibited above.

ARTICLE XI

MANAGEMENT RIGHTS

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, it shall have the sole rights, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but limited to the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purpose of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time, to change or abolish such policies, practices or procedures, which shall not be inconsistent with the terms and conditions of the collective bargaining agreement. The Union is to receive notice of changes.
- C. To select and to determine the number and types of employees required to perform the Town's operations.
- D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- E. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- F. To determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work, which shall not be inconsistent with the terms and provisions of the collective bargaining agreement.
- G. To require from each employee the efficient utilization of his services.
- H. The exercise or failure to exercise the full rights of management listed herein shall not be binding upon the town in determining its rights in any future course of action taken in compliance with the provisions of this Article.
- I. To assign non-bargaining unit personnel to fill vacancies at crossing guard posts.

ARTICLE XII

APPROPRIATIONS

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

All of the financial provisions of this Agreement, including wages and other fringe benefits are subject to Town Meeting funding and appropriation on an annual basis. In the event that the Town Meeting shall reduce the budget which has been submitted by the Selectmen for its approval, or if it fails to approve requests for appropriations to fund provisions or amendments to this Agreement then the parties agree to renegotiate the economic provisions of this Agreement.

ARTICLE XIII

STABILITY OF AGREEMENT

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provisions, and the obligations of the Union and the Town to such performance shall continue.

ARTICLE XIV

SEPARABILITY

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

If any Article or Section of this Agreement or any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction; or are superseded, nullified or otherwise affected by any legislation (federal or state); or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity; the remainder of this Agreement and of any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

ARTICLE XV

ENTIRETY OF AGREEMENT

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Town and the Union, for the duration of the term of this Agreement, or any extension thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVI

DURATION

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

This Agreement shall remain in full force and effect commencing July 1, 2006 and terminating on the 30th day of June, 2009. It shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than thirty (30) days prior to January 1, 2009.

ARTICLE XVII

MISCELLANEOUS

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

The use, receipt or obtaining of any benefit of this Agreement, contrary to the provisions of this Agreement or through any misrepresentation by the employee or any other person on behalf of the employee shall be grounds for discipline. It is further understood that the misuse of any benefit contained in this Agreement may be cause for the denial of the use of said benefit to the employee and the reimbursement by the employee to the Town for any of its costs in addition to any other discipline permitted by this Agreement or by law. The economic benefits and/or improvements of this Agreement are applicable only to those employees who are employed by the Town of Plymouth on the date of the execution of this Agreement.

ARTICLE XVIII

MATERNITY LEAVE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

1. An employee who is absent from work, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of either Option (A) or Option (b), as provided herein.

2. A leave of absence shall be granted for maternity purposes to female employees on the terms and conditions set forth in this Article.

3. As soon as practicable, the pregnant employee shall notify her supervisor and the Town Manager, in writing, of her pregnancy. The employee shall give at least two weeks notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the employee will select one of the following two options;

Option A - Extended leave without pay with entitlement to paid time off benefits for certified disability for childbirth recovery there from during the period of this leave.

Option B - Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Ch. 149, Section 105d) with guarantee of paid time off benefits for certified disability for childbirth and recovery there from during the period of this leave.

4. The provisions of Option A are as follows:

a. The maximum length of such leave will not extend beyond six (6) months from the actual date of delivery of the child.

b. An employee may continue to work so long as her physician certifies that she is able to do so, however, the leave without pay shall commence with cessation of actual work.

c. Any extension of maternity leave must be requested in writing from the employee to the Town Manager. The Town Manager may grant extended leave based upon the specific conditions of the request.

d. The employee shall give the supervisor a notice of her intent to return to work at least thirty (30) days prior to the date she desires to return to work. She shall be able to return to work if there is an available position, or one that becomes available for which the employee is qualified. An available position is defined to be one that is not being held by a permanent full-time employee.

If the employee fails to so notify the supervisor in writing, or does furnish said written notice and fails to return to work at the expiration of her leave, she shall be deemed to have resigned, and the obligation of the Town to provide a position for her shall cease.

5. The provisions of Option B are as follow:

a. A female employee who has been employed for at least three (3) consecutive months who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called "Maternity Leave", and who shall give at least tow (2) weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave.

6. The parties agree that paid time off benefits for disability due to childbirth and recovery there from will not be allowed for an employee who is on any other kind of approved extended leave of absence. In addition, employees will not be entitled to paid time off benefits for any other illness and/or disabilities incurred while on maternity leave, except as provided in this Article.

7. The Union recognizes that any temporary employee hired to cover a maternity leave will remain a temporary employee for the duration of the maternity leave and that the employee does not become a permanent employee of the Town as a result of working to cover a maternity leave for a permanent employee.

ARTICLE XIX

A. PAID TIME OFF for Crossing Guards (a through j apply)

- (a) Each crossing guard and will be eligible to accrue and use 20 hours of paid time off per fiscal year.
- (b) In order to be eligible to use paid time off an employee must notify the Chief of Police or his designee on or before the first day of any absence for which s/he intends to use paid time off, as well as the number of days that the employee intends to take.
- (c) If an employee will be absent due to illness, the employee must notify the Chief of Police or his designee of the nature of the illness, injury, or disability and medical diagnosis, if possible at that time, together with an estimate of the time the employee expects to return to work. The absent employee who is claiming paid time off is expected to keep the Chief informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor's certificates in the form set forth above from time to time at the discretion of the Chief if such absence is prolonged on a daily basis unless other arrangements are made. If deemed in the best interest of the Town, the Town Manager may require any employee receiving paid time off pay for illness to be examined by a physician chosen by the Town, such examination shall be administered without charge to the employee. During such absence no salary or wage shall accrue to such employee except during periods of authorized paid time off in accordance with this Article.
- (d) In cases where the Police Chief has reason to suspect that an employee is abusing the paid time off provided for in this Article, or in cases of excessive absenteeism or an unusual pattern of absences (including unexcused absences prior to or following a holiday, vacation period, weekend, or leave), the Chief or his designee shall issue a written warning to the employee with a copy to be forwarded to the president of the Union. Following such notice the department Head may require medical examination of any employee who following receipt of such warning reports his inability to report for duty because of illness. This examination shall be at the expense of the town by a physician appointed by the Town Manager. Such employees may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. If there is no improvement, the employees will be advised in writing that all future requests for paid time off must be supported by a medical certificate. The Town shall pay for such medical certificates.
- (e) Payments made under the provisions of this section shall be limited to an employee who is receiving Workmen's Compensation to the difference between the amount paid in Workmen's Compensation and the employee's regular rate. These payments which are to be made by the town shall continue to the extent that the employee has paid time off accumulation available for such payment.

- (g) In the amount of payments made to an employee under the preceding sub-section the Town may debit the employee's paid time off accrual of such amounts as it determines to be equitable in relation to such payments.
- (h) Notice of accumulated paid time off will be posted annually in each department.
- (i) The Town and the Union agree that the maintenance of good health and physical fitness is important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination. Employees are expected to be at work on a regular, continuing and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. An employee who uses all of his annual paid time off in any year, except for major illness or surgery, shall also be considered to be excessively absent.
- (j) The Town and the Union agree that, upon retirement from the Town of Plymouth, crossing guards will receive \$7.50/two hour paid time off period up to 50% accrued paid time off to a maximum of two hundred (200) hours.

B. SICK LEAVE, VACATIONS, PERSONAL LEAVE for Full Time Meter Enforcement Officers

SICK LEAVE

- (a) A full time employee in continuous employment shall be granted 120 hours of sick leave at the start of each fiscal year. Sick leave for employees with less than one year of service will be prorated.
- (b) An employee in continuous employment shall be credited with the unused portion of leave granted under Section (a) up to a maximum of 1,600 hours (1,440 for those employees who elect the Long Term Disability Insurance benefit).
- (c) An employee occupying a temporary or seasonal position shall not be granted paid sick leave.
- (d) An employee, in order to be eligible to use sick leave, must notify the Department on or before the first day of any absence for which s/he intends to use sick leave, the nature of the illness, injury, or disability and an estimate of the time the employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Department informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor's certificates in the form set forth above from time to time at the discretion of the Department Head if such absence is prolonged on a daily basis unless other arrangements are made. If deemed in the best interest of the Town, the Town Manager may require an employee receiving sick leave pay to be examined by a physician chosen by the Town, such examination shall be administered without charge to the employee. During such absence no salary or wage shall accrue to such employee except during periods of authorized sick leave in accordance with this Article.

- (e) In cases where the Department has reason to suspect that an employee is abusing the sick leave provided for in this Article, or in cases of excessive absenteeism or an unusual pattern of absences (including unexcused absences prior to or following a holiday, vacation period, weekend, or leave), the Department Head or his designee shall issue a written warning to the employee with a copy to be forwarded to the President of the Union. Following such notice the Department Head may require medical examination of any employee who following receipt of such warning reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager. Such employees may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. If there is no improvement, the employees will be advised in writing that all future requests for sick leave must be supported by a medical certificate. The Town shall pay for such medical certificates.
- (f) Payments made under the provisions of this section shall be limited to an employee who is receiving Workmen's Compensation to the difference between the amount paid in Workmen's Compensation and the employee's regular rate. These payments which are to be made by the Town shall continue to the extent that the employee has sick leave accumulation available for such payment.
- (g) In the amount of payments made to an employee under the preceding section the Town Manager may debit the employee's sick leave accrual of such amounts as it determines to be equitable in relation to such payments.
- (h) Notice of accumulated sick leave will be posted annually in each department.
- (i) The Town and the Union agree that the maintenance of good health and physical fitness is important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination. Employees are expected to be at work on a regular, continuing, and consistent basis. AN excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. AN employee who exceeds the average number of separate times out for personal illness for the department in a year shall be considered to be excessively absent, and in addition, any employee who uses all of his annual sick leave in any year, except for a major illness or surgery, shall also be considered to be excessively absent.
- (j) The Town and the Union agree to a sick leave buy back upon retirement or death, the amount to be \$25 per day with a maximum of \$2,500.
- (k) An employee shall be granted the ability to utilize 40 hours of accumulated sick leave per year due to illness of employee's spouse, children or parent.
- (l) The town employee who accepts the option of the town's long term disability benefit will not be eligible for the sick leave buyback plans.

VACATIONS

The vacation year shall be the period July 1st to June 30th inclusive. Each employee shall be credited as of June 30th with vacation leave with pay as follows:

- a. An employee in continuous service shall be granted 80 work hours of vacation with pay provided s/he has completed thirty (30) weeks of service prior to July 1st.
- b. AN employee with less than thirty (30) weeks continuous employment as of July 1st shall be granted 8 hours of vacation for each full month of continuous service completed prior to July 1st, but not to exceed 40 hours of vacation.
- c. An employee who has completed five (5) years of service shall in the year during which this length of service has been completed, be granted 120 work hours of vacation with pay.
- d. An employee who has completed ten (10) years of service shall, in the year during which this length of service is completed and thereafter be granted 160 work hours of vacation with pay.
- e. An employee who has completed fifteen (15) years of service shall in year sixteen (16) earn an additional eight (8) hours of vacation pay each year up to two hundred (200) work hours of vacation pay in year twenty (20).
- f. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.
- g. Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, including the time during which they are not working because of sick leave, shall be paid an amount equal to the vacation allowance as accrued, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces, In addition, payment shall be made for that year during which such dismissal, retirement or entrance into the armed forces occurred up tot the time of the employee's separation from the payroll.
- h. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the department head, be charged to vacation leave.
- i. An employee shall be granted an additional day of vacation, if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday.
- j. Vacation allowances provided under the terms of this section will be calculated on a 12-month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve month period that immediately follows. In unusual circumstances, exceptions may be granted by the department head.
- k. An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without approval of the department head.

PERSONAL LEAVE

In any fiscal year, an employee shall be granted 8 hours of paid leave to conduct personal business under the following conditions:

- a. It is recognized that the absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "Non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.
- b. Personal leave may be taken in 4 hour increments.
- c. Application for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave. Employees who fail to request approval in advance shall forfeit full pay for 8 hours of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed. Under no circumstances may a day be taken for the purpose of extending a vacation, weekend or holiday.

ARTICLE XX

BEREAVEMENT LEAVE

(This article applies to Crossing Guards and full time Meter Enforcement Officers)

Emergency leave for up to 8 hours for crossing guards and 26 hours for parking enforcement officers shall be allowed for death in an employee's immediate family (spouse, parent, child, sibling, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, and brother-in-law). Bereavement leave shall begin with the date of notification of death.

ARTICLE XXI

SALARY

Employees shall be paid in accordance with the following salary schedules:

For Crossing Guards:

Effective July 1, 2009, increase the wage schedule by 0.0%
*Effective July 1, 2010, increase the wage schedule by 0.0%
Effective July 1, 2011, increase the wage schedule by 2.0%

For full time Meter Enforcement Officers:

Effective July 1, 2009, increase the wage schedule by 0.0%
*Effective July 1, 2010, increase the wage schedule by 0.0%
Effective July 1, 2011, increase the wage schedule by 2.0%

See Appendix "A"

*Wage re-opener, the parties agree to re-open this agreement for discussion of wages only in the event that the Towns State Local Aid reaches a minimum of 26.7 million (recurring) and Local Receipts reaches a minimum of 14.7 million (recurring), or any combination thereof to total 41.4 million dollars between State Local Aid and Local Receipts.

ARTICLE XXII

LONGEVITY

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

LENGTH OF SERVICE	AMOUNT
5 years	\$ 25.00
10 years	\$ 50.00
15 years	\$ 75.00
20 years	\$100.00
25 years	\$125.00

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 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	\$ 50.00
10 years	\$100.00
15 years	\$150.00
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.

ARTICLE XXIII

LEAVE OF ABSENCE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

A leave of absence up to six (6) months may be granted upon request. An extension of leave beyond six (6) months may be granted by the Town Manager. The decision(s) of the Town Manager under this Article shall not be subject to the Grievance and Arbitration provisions of this Agreement.

All employees must be on an approved status, either with or without pay. Any employee who is absent without being placed on approved status by the Town Manager, will be considered resigned.

ARTICLE XXIV

CLOTHING ALLOWANCE

Crossing Guards covered by this Agreement shall receive a clothing allowance each year in the amount of \$375. Such allowance shall be paid in cash the first week of the fiscal year.

Full time meter enforcement officers covered by this Agreement shall receive a clothing allowance each year in the amount of \$400. Such allowance shall be paid in cash the first week of the fiscal year.

ARTICLE XXV

HOLIDAYS

Crossing Guards - Veteran's Day, Martin Luther King Day and Thanksgiving Day shall be considered paid holidays. The first snow day called by the Superintendent each winter will be paid for Crossing Guards.

Full time meter enforcement officers – The following days shall be recognized as legal holidays: Christmas Day, New Year's Day, Columbus Day, Patriot's Day, Independence Day, Thanksgiving Day, Labor Day, Martin Luther King Day, Veteran's Day, Memorial Day, Washington's Birthday, Day after Thanksgiving. Every employee in full or continuous part time (continuous part time defined as 20+ hours/week) meter enforcement employment shall be entitled to these designated holidays on the following terms:

1. A person on an hourly basis shall receive 8 hours pay at his/her regular rate based on number of hours regularly worked on the day on which the designated holiday occurs.
2. If s/he is paid on a weekly, semi-monthly or annual basis, s/he shall be granted each designated holiday without loss of pay.
3. Payment under the provisions of this section shall be made provided the eligible employee shall have worked on his/her last regularly scheduled working day prior to and his/her next regularly scheduled working day following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this agreement.

ARTICLE XXVI

METER ENFORCEMENT

Members of the bargaining unit shall receive distinctive badges to identify them as Meter Enforcement Officers (if they serve in that capacity).

The parties have agreed that any employees working in the capacity of Crossing Guards and full time Meter Enforcement Officers shall be provided a portable police radio during the time they are working.

ARTICLE XXVII

OVERTIME

(this article applies to full time meter enforcement officers only)

Full Time Meter Enforcement Officers shall be paid overtime at the rate of 1 ½ times their regular rate of pay for work beyond their regularly scheduled workweek. Any full time employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid at the rate of time and ½ for all hours worked on recall. S/he will be guaranteed a minimum of 1 ½ hours pay at time and one-half.

Full time meter enforcement officers will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay for up to 5 overtime shifts worked each year.

There may be times when an employee is called into work prior to the start of his/her next regularly scheduled shift on an emergency basis. AN employee notified in advance to report for work before his/her regular stopping time has not been called in on an emergency basis and the emergency call-in work ends with the beginning of the employee's regularly scheduled work day, the employee shall not be entitled to overtime pay, but shall receive only his/her regular base rate of pay for those hours, unless this work when coupled with the employee's regularly scheduled work week.

An employee notified of overtime pursuant to this Article is not entitled to "call-in" pay pursuant to this Article.

Overtime shall be equally and impartially distributed among bargaining unit members.

Employee may be required to perform a reasonable amount of overtime. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. In the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing overtime job, such additional personnel as are deemed necessary by the Chief may be required to work overtime on an assigned basis.

ARTICLE XXVIII

FAMILY AND MEDICAL LEAVE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

In compliance with the Family and Medical Leave Act of 1993, the Town of Plymouth will provide FMLA leave for eligible employees.

Family and Medical Leave may be taken only for the following reasons:

1. the birth, placement for adoption, or foster care of a child;
2. the serious health condition of a spouse, child, or parent or,
3. the employee's own serious health condition.

All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve-month period under the following definitions and procedures.

1. **Eligible Employees:** An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave.
2. **Twelve-month period:** A rolling period measured backward from the date an employee uses any Family Medical Leave.
3. **Accrued Leave:** An employee is required to use appropriate accrued leave before going on unpaid status.
4. **Serious Health Condition:** An illness, injury, impairment or physical or mental condition that involves:
 - a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility; or
 - b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;
 - c) or continuing treatment by a health care provider for a chronic or long-term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.
5. **Health Care Provider:** A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor or others capable of providing health care services as defined by the Department of Labor Family and Medical Leave Act rules.

6. Intermittent Leave/Reduced Leave Schedule: Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re-occurring periods of leave.
7. Workers' Compensation: An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from earned time and, if after five days of earned is used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

All other provisions of the Family and Medical Leave Act will apply. The Union acknowledges that the Union and the Town are subject to the provisions of the Family and Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article III (grievance article) of this Agreement.

ARTICLE XXIX

MILITARY LEAVE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

Any employee other than an employee in a temporary position shall be entitled to a leave of absence to participate in military service in accordance with Federal and State laws and the Town of Plymouth Policy on Military Leave. Employees will receive the difference between their regular wages and military pay if their wages are higher. Employees are required to take a leave of absence without pay or may elect to use vacation time.

ARTICLE XXX

SMALL NECESSITIES LEAVE

(This article applies to Crossing Guards, and full time Meter Enforcement Officers)

1. Purpose:

Entitles eligible employees to take twenty-four (24) hours of leave, in addition to the leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend children's schools activities and to attend to certain medical and other care needs such as:

- a) Participation in school activities directly related to the educational advancement of the employee's son/daughter. (i.e., attending parent-teacher conferences; enrolling child in school; interviewing for a new school).
- b) To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.
- c) To accompany an "elderly" relative of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).

2. Policy Guidelines:

If need for leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.

If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.

Eligible employees are required to substitute any accrued vacation or personal leave they may have for leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the Personnel By-Law apply. If an employee does not have accrued leave, the leave will be unpaid.

Leave may be taken intermittently or on a reduced leave schedule.

Employees may be required to provide certification pursuant to regulations from the Attorney General's office.

- #### 3. Applicability:
- Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1, 250 hours over the previous twelve (12) months.

ARTICLE XXXI

PROBATION

Crossing Guards - The first ninety (90) 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.

ARTICLE XXXII

MEAL PERIOD AND REST PERIODS

(this article applies to full time meter enforcement officers only)

Full time meter enforcement officers who work a full shift shall be entitled to a paid 30 minute meal period. Whenever possible, the meal period shall be scheduled at the middle of the shift. Full time meter enforcement officers' work schedules shall provide for a 15 minute rest period during the first ½ shift. The rest period shall be scheduled at the middle of this ½ shift. When conditions permit, employees may take a 15 minute rest period in the second half of their workday.

ARTICLE XXXIII

HEALTH AND WELFARE

(this article applies to full time meter enforcement officers only)

Members of this group shall pay 20% of the cost of Group Health Insurance. If any other changes in Health and Welfare insurance occur on a federal, state, county or local level, the parties agree to reopen negotiations.

The parties further agree that any employee who discontinues participation in the health insurance plan as a family member will receive an incentive payment of \$200 a year for a maximum of 5 years. Any employee who either changes insurance coverage from family to individual status, or discontinues participation as an individual member will receive an incentive payment of \$100 per year for a maximum of 5 years.

Eligible members of this group shall be covered under the "Home Rule Petition" as enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1: Notwithstanding any general or special law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least five years before their retirement, their spouse and dependent shall be entitled to receive the same percentage of premium contribution provided by the Town on the date of hire of the employee, but no greater than 90 percent, for so long as the retiree remains continuously enrolled in the benefit plan, notwithstanding any alteration in health plan premiums by the Town.

Section 2: This act shall apply to all non-union employees who are eligible for health insurance benefits and to employee groups who agree within 60 days of the effective date to this act, to increase in the percentage paid by active employees to 20 percent effective July 1, 2003. This act shall also apply to any employee who is enrolled in a health or dental plan offered by said Town and retired from the service of the Town after February 26, 1998 but before July 1, 2003.

Section 3: Employee groups that do not agree, within 60 days of the effective date of this act, to an increase in the percentage paid by active employees to 20 percent effective July 1, 2003 shall not be guaranteed the rate of hire percentage contribution upon retirement.

Section 4: If the commonwealth mandates an increase in the minimum percentage contribution active employee only shall pay toward their health insurance, the provisions of this act governing the percentages to be paid by retirees shall not be affected.

Section 5: this act shall take effect upon its passage.

ARTICLE XXXIV

JOB POSTING AND BIDDING

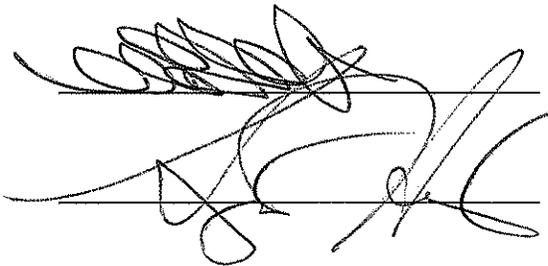
When a position covered by this Agreement becomes vacant, the status of such vacancy shall be posted in a conspicuous place available to all employees of the department within three working days. If it is determined by the Town that the vacancy is to be filled, the notice of such vacancy shall list the paid duties & qualifications and a copy of the notice shall be sent to the local union president. This notice of vacancy shall remain posted for 7 working days. Employees interested shall apply in writing within the 7 day period. Within 10 working days after expiration of the posting period, the Town Manager will award the position to the senior qualified applicant (however, subject to the provisions of seniority). If there are no qualified applicants from within the division, then the employer may accept applications from within the bargaining unit, so long as the employees are qualified.

ARTICLE XXXV

EXECUTION OF AGREEMENT

Witness these hands and seals of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the American Federation of State, County and Municipal Employees.

FOR THE TOWN OF PLYMOUTH



Matthew Muratori
Betida A. Buonvino

FOR AFCSME, COUNCIL 93
LOCAL 2824

Gloria Bagni
Wanda R. Vawarow
Deborah M. Ayon
Cale M. Welby - PRESIDENT 2824
Maurice M. De...

APPENDIX A

STEP INCREASES for CROSSING GUARDS

The years of service required at each step in order to advance to the next step is as follows:

STEP 1 – Entry level up to two (2) years of service

STEP 2 – Over two (2) years of service up to three (3) years of service

STEP 3 – Over three (3) years of service up to six (6) years of service

STEP 4 – Over six (6) years of service

STEP 5 – Over ten (10) years of service

STEP INCREASES for full time METER ENFORCEMENT OFFICERS

- a. There shall be a classification and pay plan. It shall list all the positions covered by this agreement by title along with the wages of each position.
- b. An employee in continuous full time or part time employment shall receive the increment between his present rate and the next higher step rate after recommendation by the Department Head according to the following schedule:
 1. on January 1st or July 1st provided s/he has completed 30 weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.
 2. Thereafter 1 year from the date of his previous increase until s/he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
 3. Employees in continuous part-time employment eligible for increments under the provisions of this sub-section shall be those occupying positions in classes for which compensation is provided in the compensation schedule contained in this Article.

Increments and salary adjustments, including those on the maximum step are not to be considered automatic; they shall be reviewed annually and approved or disapproved by the employer. The withholding of increments or salary adjustments will be for job related reasons. Employees shall be notified of the reasons in writing. They may request a meeting with the Police Chief to discuss the reasons. The Chief will review the matter after 6 months.