AGREEMENT BETWEEN THE

TOWN OF PLYMOUTH, MASSACHUSETTS

PLYMOUTH PUBLIC LIBRARY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES,

AFL-CIO, STATE COUNCIL 93, LOCAL 2824

FROM JULY 1, 2009 – JUNE 30, 2012

This Agreement entered into by the Town of Plymouth, hereinafter referred to as the Employer and/or the Town, and Local 2824, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours, and other conditions of employment. This agreement commences on July 1, 2009 and terminates on June 30, 2012.

Definitions:

Department: The Library

Division: the separate work areas within the Library consisting of the Circulation Department, the Reference Department, the youth Services Department and the Technical Services Department.

TABLE OF CONTENTS

ARTICLE	CLAUSE	PAGE
XXXIV	Approved Status	51
Appendix A	Classification and Pay Plan	53
XXIV	Classification Plan – Pay Rates	39
XXVI	Continuing Education Plan	42
XXIII	Deferred Compensation	38
XIX	Discipline	31
XXXIV	Duration – Renewal – Changes	54
III	Fair Practices	9
XXXII	Family and Medical Leave	48
XXIXX	General	45
V	Grievance and Arbitration Procedure	12
XX	Health and Welfare	32
XIV	Holidays	24
VI	Hours of Work	14
IX	Job Posting and Bidding	18
XVI	Jury Pay	27
XXVII	Leave of Absence for Education	43
II	Management Rights	7
XV	Maternity / Paternity Leave	25
X	Meal Periods	19
XIII	Military Leave	23
XXI	Miscellaneous Provisions	34
XXV	Night Shift Differential	41
XXX	No Strike Clause	46
VII	Overtime	15
	Preamble	5
XXXV	Reclassification	52
I	Recognition	6

XI	Rest Periods	20
VIII	Seniority	17
XXXI	Separability	47
XVII	Sick Leave	28
XXXIII	Small Necessities Leave	50
XVII	Special Leave	30
XXVIII	Stability of Agreement	44
IV	Union Dues and Agency Service Fees	10
XXII	Union Representatives	36
XII	Vacations	21

PREAMBLE

The employer and the Union recognize that their prime purpose is the continuous upkeep and operation of the highest possible quality of the Library and all of its functions for the benefit of the citizens of the Town of Plymouth. 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 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.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time employees, and regular part-time employees for the Plymouth Public Library, excluding the Library Director, Assistant Library Director, Supervisor Librarian, Library Accounts Clerk, Building Custodians, Utility Cleaners, Pages, Substitute Employees, temporary employees and all other employees of the Town of Plymouth.

New employees will be advised at the time of hire that the Union is their collective bargaining representative and each new employee will be introduced to their Union Steward(s) when they commence employment.

Within ninety days of consent to a new contract between the Town and the library union, the Town agrees to present the union stewards with a copy of the proposed agreement for review and signature. The Union agrees to respond within thirty (30) days of receipt of the proposed agreement with either consent or a detailed list of items contained in the contract on which there is still no mutual agreement. The Union will be given reasonable time to review and proofread the new contract prior to execution.

ARTICLE II

MANAGEMENT RIGHTS

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 not limited to the following:

(1) To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Town.

(2) 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.

(3) To select and to determine the number and types of employees required to perform the Town's operations.

(4) 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.

(5) To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(6) 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.

(7) To require from each employee the efficient utilization of his services.

(8) To determine work assignment

(9) To make all transfers, promotions, demotions

(10) To determine job responsibilities

(11) To establish initial employment qualifications

(12) To determine assignments of work and work tasks and to discontinue processes or operations or to discontinue their performance by employees.

(13) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or legitimate reasons when it shall be in the best interests of the Town or the department.

(14) To determine or redetermine job content and to insure that related duties connected with the departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(15) To require reasonable overtime from employees. It is understood that during an emergency or urgent condition all employees shall be available for work and shall perform whatever tasks are necessary to carry out the work of the library.

(16) To determine the competency and qualifications of employees.

(17) To establish, continue and/or change policies and/or regulations pertaining to standards for hiring of employees and continuation of enforcement of such policies during the term of employment. 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.

ARTICLE III

FAIR PRACTICES

As sole collective bargaining agent the Union will continue its policy of accepting into voluntary membership all eligible persons in the union without regard to race, color, creed, national origin, sex or marital status. The Union will represent equally all persons without regard to membership, participation in or activities in the Union. The Town agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of the Union. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the union or changing any condition contained in this Agreement while the Agreement is in force and effect. There shall be no discrimination by the Town or its agents or by the Union against any employee because of his activity or membership or non-membership in the Union. In cases where there is a question as to whether a lawful order violates the Agreement, the employee shall carry out the order if it does not involve a danger to his safety or health, and then file a grievance concerning the order. Compliance with a valid order or decree of a state or federal agency or court of competent jurisdiction shall not be considered a violation of this Article.

ARTICLE IV

UNION DUES AND AGENCY SERVICE FEES

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.

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 (I0) days prior to the expiration of the anniversary of 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 any liability, civil or criminal, which may arise out of the implementation of this Article.

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 (30th) 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 from 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 I50E, Section I2, and Chapter I80, Section I7A, of the General Laws of Massachusetts.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner, but no grievance or dispute involving refusal to comply with orders of a foreman or superior, except in violation of the safety code, shall be initiated by an employee unless the orders in question shall have first been complied with by the employee.

Employees are encouraged to discuss their problems with their supervisors prior to initiating a formal grievance. When employees do discuss potential grievances with their supervisors, the supervisors shall apprise a Library Director of such conferences and the results thereof. If this informal procedure does not satisfactorily settle the problem, then the employee shall proceed to Step 1 of the grievance procedure.

All grievances shall be filed on forms mutually agreed upon by both parties. In going beyond Step 1 of this procedure, the grieving party shall attach a letter to the grievance indicating that the grievance has not been satisfactorily resolved at that level, and it is formally being transmitted to the next level within the grievance procedure. A receipt acknowledging that it has been received must be signed by the party involved. This receipt must contain the time and date at which it was received. These receipts will be the official dates for establishing deadlines for responses as determined by the steps below.

The time limits set forth below in the grievance and arbitration procedure are maxima for initiating a grievance and then processing the steps of the grievance procedure. The failure of the employee or the Union to initiate a grievance within the stated time period or a failure to advance a grievance to the next step in the procedure shall be deemed to be a waiver of the grievance by both the employee and the Union.

STEP I. 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 with five (5) days.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within three (3) working days after the decision of the Library Director. The Town Manager shall contact the union within seven (7) working days with a proposed hearing day and time. Such hearing shall be held within twenty (20) working days following receipt of the Department Head's response. Following the hearing, the Town Manager will render a decision within seven (7) working days.

STEP 3. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Town Manager is due, by written notice to the other, request

arbitration by the American Arbitration Association or the Division of Labor Relations or the Labor Relations Connection, the choice to be by mutual consent, in accordance with its labor arbitration rules then in effect.

The arbitrator shall not substitute his judgement 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 any violation which occurred prior to the effective date of the Agreement or recommend or award any relief for any period of time prior to the effective date of this Agreement.

The arbitrator will be without power or authority to make a decision or an award which violates the statutory or common law of the Commonwealth, 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 an award which adds to, modifies, or subtracts from the provisions of this Agreement. The arbitrator will be without power or authority to hold hearings or render an award or a decision concerning any matter which has been specifically excluded from the grievance and arbitration procedure under this Agreement. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall not recommend a right or relief for any period of time prior to the effective date of this Agreement. Nothing in this section shall limit local 2824's right to process grievances arising under an agreement in effect immediately prior to the effective date of this Agreement so long as the time limit set out in that prior Agreement had been satisfied. If a grievance was timely filed prior to the expiration of a collective bargaining agreement, it may be carried over and processed under the provisions of the new collective bargaining agreement. The decision of the Arbitrator may be reviewed or confirmed as is provided by M.G.L. Chapter l50C.

ARTICLE VI

HOURS OF WORK

With certain exceptions noted below, the regular hours of work each day for full-time permanent employees shall be consecutive except for interruptions for lunch periods; the work week shall consist of seven and one-half (7 1/2) hours of work on each of five (5) days, Monday through Saturday inclusive, and the normal work day shall consist of seven and one-half (7 1/2) hours of work within a twenty-four (24) hour period, and there shall be a one (1) hour unpaid lunch period. Exceptions to the above shall be made for part-time employees. Work schedules will be posted one month in advance, except in emergency situations requiring staffing changes to provide for adequate coverage and security, and each month shall be consistent for full-time employees in allowing regular and recurring week days off including alternating Saturdays. If a full-time employee desires to vary from the posted schedule, he/she may work out a modification and/or variation of the posted working schedule only with the advance approval of the Director. If the employee and the Director are not able to reach an agreement as to variation of the posted work schedule then the employee shall continue to work under the conditions of the posted schedule. In all cases wherein full-time employees wish to work this so-called flex schedule, the Director will have the final decision as to which employees work under which schedule. In addition, if there is a conflict among employees for proposed flex- schedules, the senior employee shall have preference in working the schedule.

Roll-over Scheduling: Adopt provisions to allow for "roll-over scheduling as is currently utilized at the Library.

ARTICLE VII

OVERTIME

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of seven and one half (7 ½) hours in one (1) day or thirty-seven and one half (37 ½) hours in one (1) week. Employees will be permitted to choose compensatory time in lieu of overtime pay, however, the Town reserves its right under the law, to pay for any or all overtime rather than grant compensatory time. Employees may only have 37 ½ hours of compensatory time (twenty-five (25) hours of overtime worked at time and a half) on the books at any one time. Employees may use and replenish their compensatory time; however they shall not have more than 37 ½ at any time. Employees are allowed to carry over all compensatory time into a new fiscal year. Librarians are considered non-exempt under the provisions of the Fair Labor Standards Act.

Any full-time employee called back to work on the same day after having completed his/her assigned work and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2).

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek.

When in the case of extreme emergencies, it is necessary to call in personnel from other areas in the library, other Town Departments or outside contractors, to aid and assist, the personnel from such other areas shall be released from their duties first when the work load lessens. However, the employer agrees that the use of contract work shall not inhibit the full use of the regular employees during such emergency to the extent that they are able to perform their duties.

The employer shall keep records in a time book of the overtime work. Such records will list the times and days that employees will be available for overtime work. The employers shall first request employees who have indicated availability for overtime work and are listed on the above mentioned list before calling any other employee for overtime work.

Employees who refuse to work overtime three (3) times within a two (2) month period shall be removed from the voluntary overtime list.

In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the foreman of the division involved.

A record of the overtime hours worked by each employee shall be furnished upon request of the Union Steward.

Overtime work shall be voluntary except that in emergencies, or as the needs of the library require, employees may be required to perform work. Employees shall be given as much advance notice as possible of overtime work. There shall be no discrimination against any employee who refused to work overtime. In requiring overtime, the employer shall make requests for overtime by seniority on a rotating basis.

If sufficient employees do not volunteer to work overtime when requested by the employer on any occasion, the employer may then call in substitute employees to work. If the needs of the library still require additional staffing after calling substitutes, then the employer will be able to require employees to work overtime by seniority.

ARTICLE VIII

SENIORITY

Continuous length of service of full-time and part-time employees in the bargaining unit from the date of their last hire shall determine the seniority of the employee. There shall be established two (2) seniority lists, one for full- time employees and another for part-time employees. The seniority of part-time employees shall be pro-rated based upon the number of hours they work or have worked for the Town. Seniority shall not accrue during the time an employee is on lay-off, suspension, injury leave, worker's compensation or other authorized leave of absence as defined in this Agreement. Upon return to active employment, the employee's seniority shall be restored.

The principle of seniority within a job classification in the department affected shall govern and control in all cases of transfer, decrease or increase working force, as well as preference and assignments to shift work and choice of vacation period, except as outlined below.

In the event of a layoff, the least senior employee in the job title in the department affected by layoff shall be laid-off first. The order of layoff shall be probationary employees, part-time employees, full-time employees, unless there is no other employee having a seniority rating in such job title qualified to perform the requirements of the probationary or part-time employee's job. If there is no such employee available, the probationary employee and/or part-time employee shall continue to be employed on such job. Such laid-off employee having a seniority rating shall have the right to bump other employees in the same or other department and in the same or other classification having less seniority, provided they are qualified. Employees must exercise the first opportunity to bump and must be willing to work the hours and schedule of the employee bumped or be laid off.

Laid-off employees shall have recall rights for a maximum period of two years. Employees having less than two (2) years service but more than one (1) of service prior to layoff shall have recall rights for a maximum period of one (1) year. With respect to employees having less than one (1) year of service prior to layoff, their recall periods shall be equal to the number of months of their service in excess of six (6) months.

In the event of an increase in the number of employees in an occupational title, employees in layoff status from the occupational title shall be given the first opportunity to return there in the inverse order of their layoff. Any person refusing or failing to exercise such recall opportunity within three (3) days following notice sent to him by the employer, by certified mail at his last known place of residence appearing on the records of said Department, shall have no further recall right.

In case of layoff and recall following a layoff, seniority shall be the deciding factor among employees physically fit and competent through knowledge, skill and efficiency to perform the available work.

ARTICLE IX

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 (3) days. If it is determined by the Town that the vacancy is to be filled, the notice of such vacancy shall list the pay, duties and qualifications and a copy of the notice shall be sent to the local Union president. This notice of vacancy shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten (10) day period. Within five (5) days or at the next posted meeting of the Board of Directors after the expiration of the posting period, the Employer will award the position. If more than one employee has applied for the position, then the Employer will award the position to the most qualified applicant within the appropriate classification within the Division. If the qualifications of two (2) or more of these applicants are substantially equal, then the position will be awarded to the senior applicant. 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.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the employer that the employee is not qualified to perform the work he/she shall be returned to his/her old position rate. This shall not preclude, however, the right of the Town to hire outside the Department if there is no employee who is qualified to fill the position.

ARTICLE X

MEAL PERIODS

All employees who work a seven and one-half (7 1/2) hour work shift shall be entitled to an unpaid one (1) hour meal period. The meal period shall be scheduled within one hour of the middle of the shift.

ARTICLE XI

REST PERIODS

All employees' work schedules shall provide for a 15-minute rest period during each one-half (1/2) shift, i.e. three (3) hour period. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible providing coverage is maintained at all times.

ARTICLE XII

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:

1. An employee in continuous service shall be granted 75 hours of vacation with pay provided he/she has completed thirty (30) weeks of service prior to July 1st.

2. An employee with less than thirty (30) weeks of continuous employment as of July 1st shall be granted 7 ½ hours of vacation for each full month of continuous service completed prior to July 1st, but not to exceed 37 ½ work hours of vacation.

3. 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 112 ½ work hours of vacation with pay.

4. 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 150 work hours of vacation with pay.

5. An employee who has completed twenty (20) years of service shall, in the year during which this length of service is completed and thereafter be granted 187 ½ work hours of vacation with pay.

6. 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 had 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.

7. 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 year prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance accrued in the vacation year during which such dismissal, retirement or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.

8. 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.

9. Full-time employees 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 through Saturday. Part-time employees will be granted an additional vacation day only if the holiday falls on one of their own regularly scheduled work days.

10. Vacation allowances provided under the terms of this section will be calculated on a twelve (12) month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve (12) month period that immediately follows. In unusual circumstances, exceptions may be granted by the Department Head. It shall be the general policy of the Town that only one (1) employee may be on vacation at a time from each library division, except at the discretion of the Director. Employees may carry over one (1) week of vacation to the next vacation year. It shall be scheduled at the discretion of the Department Head.

11. An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without approval of the Department Head.

12. Employees who work part-time and/or less than a full year shall have the following contract benefits pro- rated: a) Vacation b) Sick Leave c) Bereavement Leave

ARTICLE XIII

MILITARY LEAVE

Members of the military reserve, who are ordered into active duty, will be paid in accordance with the requirements of federal law for the time they are on active duty.

ARTICLE XIV

HOLIDAYS

The following days shall be recognized as legal holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriots Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas
(1) Floating Holiday (to be granted with the approval of the Director and without causing an overtime expense)

On which days employees not required to maintain essential Town services shall be excused from all duty.

A). Every employee in full-time or continuous part-time employment shall be entitled to these designated holidays on the following terms:

(1) Part-time employees shall be paid only for those hours they are regularly scheduled to work on the day of a holiday.

(2) If he/she is paid on a weekly, semi-monthly or annual basis, he/she shall be granted each designated holiday without loss of pay.

B). 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 following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this agreement.

An employee in continuous employment who performs work on one of the days designated as a holiday shall be guaranteed a minimum of three (3) hours work and shall be paid at one and one-half (1 1/2) times his/her regular rate for such day or fraction thereof in addition to the amount to which he/she is entitled under paragraph (a). Employees required to work on Thanksgiving Day, Christmas or New Year's Day will be paid at two (2) times their regular rate of pay for all hours worked on those days.

ARTICLE XV

MATERNITY/PATERNITY LEAVE

A full-time employee who is absent from work, during which period of time a new child enters the home through birth to the employee or her spouse or through adoption by the employee, shall be deemed to be on a maternity/paternity leave under the terms of either option (A) or option (B), as provided herein.

As soon as the employee determines that a new child will be entering the home as described above, he/she shall notify the department head in writing of the approximate date of such leave will begin.

Disabilities caused by pregnancy, childbirth and recovery therefrom shall be treated under the sick leave provisions of this Agreement. The employee shall give at least four weeks notice of the date he/she wishes to commence his/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 sick leave benefits during the period of this leave.

Option B: Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Chapter 149, Section 105D) with guarantee of sick leave benefits during the period of this leave.

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 departure.

b. In the case of pregnancy, 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/paternity leave must be requested in writing from the employee to the Town Manager who may grant extended leave based upon the specific conditions of the request.

d. The employee shall give the Director a notice of his/her intent to return to work at least thirty (30) days prior to the date he/she desires to return to work. He/she shall be able to return to work if there is an available position or one 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.

e. If the employee fails to so notify the Director in writing, or does furnish said written notice and fails to return to work at the expiration of their leave, he/she shall be

deemed to have resigned, and the obligation of the Town to provide a position for him/her shall cease.

The provisions of Option B are as follows:

An employee who has been employed for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purposes stated above, said period to be hereinafter called "Maternity/Paternity Leave", and who shall give at least two (2) weeks notice to the employer of his/her anticipated date of departure and intention to return, shall be restored to his/her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of his/her leave.

The parties agree that sick leave benefits for disability due to child birth and recovery therefrom or adoption 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 sick leave benefits for any other illnesses and/or disabilities incurred while on maternity/paternity leave, except as provided in this Article.

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

The employee shall not earn vacation during a maternity/paternity leave.

ARTICLE XVI

JURY PAY

The employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty if the employee is called to jury duty during his/her normal working hours. If an employee reports to work at the conclusion of his jury duty (after 5:00 p.m.) he/she will be paid for all hours worked in addition to the jury pay compensation.

An employee shall not be required to return to work following the conclusion of jury duty. Employees must notify the Director in advance whether or not they will be returning to work at the conclusion of the jury duty.

ARTICLE XVII

SICK LEAVE

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 medical examination, which will be paid for by the Town.

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.

a. An employee in continuous employment shall be allowed the equivalent number of hours to equal one and one-quarter (1 1/4) days leave with pay for each month thereof provided such leave is caused by sickness, injury or exposure to contagious disease, or disability which prevents the employee from performing his/her normal duties. Said hours shall be credited to each employee at the beginning of each month of employment. In the initial month of employment, each employee shall be given a pro-rata amount of sick leave dependent upon when he begins his employment. At the beginning of the second month of employment, and for each succeeding month thereafter, the sick hours shall be credited as of the first day of each calendar month.

b. An employee in continuous employment shall be credited with the unused portion of leave granted under sub-section (a) up to a maximum of 1500 hours (1350 hours 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. If the amount of leave credit provided under sub-section (b) has been or is about to be exhausted, an employee may make application for advanced sick leave to that provided under sub-section (a). Such application shall be made on written request of the Department Head to the Town Manager who is authorized to grant such advanced sick leave.

e. In cases where the Department Head 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 absences prior to or following a holiday, vacation period, weekend or leave), the Department Head may require medical examination of such employee. This examination may first require a doctor's certification of illness or disability from the employee's personal physician, and may require the employee to be examined by a Town appointed physician at the Town's

expense if the employee is unable to provide the requested documentation. In appropriate circumstances the Town may invoke discipline.

f. During such absence no salary or wage shall accrue to such employee except during periods of authorized sick leave in accordance with this Article.

g. Notice of accumulated sick leave will be posted annually in each department.

h. Part-time employees shall be entitled to sick-leave, on a pro-rata basis, under the same conditions as other employees.

i. Family Sick Leave: The parties agree to the use of sick leave for a family members illness, which may include an employee's domestic partner.

j. Sick Leave Buy-Back: The Town agrees that it shall pay to the employee upon his/her voluntary retirement or upon the death of said employee to his named beneficiary, $25.00 for each day of accumulated unused sick leave remaining in the account of said employee for fifty percent (50%) of total days of said accumulated sick leave, up to the maximum of Twenty-Five Hundred Dollars ($2500.00). In order to be eligible for this benefit said employee must have been employed as a member of this bargaining unit for ten (10) years or more. Employees who accept the Town's long term disability insurance option will not be eligible for this buyback plan.

ARTICLE XVIII

SPECIAL LEAVE

1). Bereavement Leave: Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be thirty seven and one half (37 ½) scheduled hours of work, commencing upon the date of death unless other arrangements are made with the department head. If an employee is at work on the date of death, said leave of thirty seven and one half (37 ½) hours would commence the next scheduled work day.

For the purposes of this Article, the term "immediate family" shall mean the employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, significant other, child, sister-in-law, brother-in-law, grandparents, grandchildren, and domestic partner. A leave of 7 ½ hours shall be granted in the case of the death of a less immediate family member.

2). Personal Leave: In any fiscal year, an employee shall be granted fifteen (15) 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.

a. Personal leave may be taken in blocks of 3 ¾ hours or 7 ½ hours.

b. 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 each day 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.

3). Religious Leave: An employee shall be granted leave without pay for religious holidays of his/her faith.

ARTICLE XIX

DISCIPLINE

Disciplinary action or measures shall include, but not be limited to, only the following:

ORAL WARNING; WRITTEN REPRIMAND; REPRIMAND-SUSPENSION; TERMINATION

(Notice to be given in writing)

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee including use of insulting or derogatory language to his immediate or other supervisor. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The employer shall not discharge, suspend or discipline any employee without just cause. Without limitation and for illustrative purposes only, just cause shall include those items listed in the Town's Operational Policy Manual, C-8, Prohibitive Conduct, as amended from time to time by the Selectmen. If, in any case, the employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the first, second or third step of the grievance procedure as it may deem appropriate with regard to the specific circumstances. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Discipline will be removed from the personnel file after 3 years.

This Article applies only to employees who have completed their probationary period.

ARTICLE XX

HEALTH AND WELFARE

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this agreement may be immediately reopened for negotiations on this subject.

The Employer agrees to pay eighty (80%) percent of the cost of Group Health Insurance for all full-time active and retired employees. The Employee agrees to pay twenty (20%) percent subject to conditional language below.

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 (5) years before their retirement, their spouse and dependents 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 employees 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 XXI

MISCELLANEOUS PROVISIONS

1. Bulletin Boards- Announcements shall be posted in suitable places conspicuous to the employees. Parties to this Agreement, both of whom may use the bulletin boards for notices or routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Access to premises- The employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council No. 93, and/or Local No. 2824 to enter the premises at any time after notification to the Director or designee for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employee.

3. No employee is to leave the job without permission of his superior except during the lunch hour or because of conditions beyond the control of the employee.

4. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if able to perform the work; but nothing in this Agreement shall prevent the employer from contracting for services from an independent outside contractor.

5. No person shall be appointed, employed or paid as an employee in any position subject to the provisions of the classification plan under any title other than those appearing in Article XXIV of this Agreement.

6. Employees shall not be assigned duties on a continuing basis which are inappropriate to their job classification.

7. If an employee is requested to work temporarily for one week or more in a position which is above his/her classification during the period of absence of the permanent incumbent of said position, except vacation, the employer shall make payment in the higher classification for the period of such temporary employment in the higher classification. The employer agrees that it shall not divide any such temporary assignment to a higher classification among two (2) or more employees in order to prevent the payment of the difference in salary from an employee's permanent position and the salary of a higher position.

8. The Town agrees that it will review establishing a loading zone in front of the Library to assist personnel in the transportation of books between the Branch and the Main Libraries.

9. New Technology – The installation of self-checkout machines at the Library will not result in a reduction of staff. The self-checkout machines will in no way affect staffing levels at the library. There will be no use of volunteers or library pages to assist patrons with the use of self-checkout machines.

ARTICLE XXII

UNION REPRESENTATIVES

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 library or other mutually agreeable site; represent grievants at a hearing on the premises of the library or other mutually agreeable site; at arbitration, Labor Relations Commission or Massachusetts Commission Against Discrimination hearings. The above shall also be granted reasonable time off during working hours to investigate and settle grievances without loss of pay.

One person from the Local Union may attend the State and/or National Union Conventions without loss of pay.

Union Officers and/or Union Stewards shall be permitted reasonable time off without loss of pay to conduct legal union business.

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

Time off without loss of pay shall be granted to up to four (4) 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 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 Library Director.

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 Library Director.

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.

4. A Safety Committee consisting of three (3) union members and three (3) members of management may present issues at the bi-monthly steward meetings.

ARTICLE XXIII

DEFERRED COMPENSATION

The Town of Plymouth will match 15% of a permanent employee's weekly contribution to an approved Town deferred compensation plan commencing after the six month probationary period. This match is based on the maximum amount an employee can evenly contribute over a 52-week period without exceeding the IRS maximum annual regular contribution.

If an eligible employee should choose to participate in more than one plan, the Town will match the employee's contribution as above to only one deferred compensation plan.

ARTICLE XXIV

CLASSIFICATION PLAN-PAY RATES

1. There shall be classification and pay plan attached hereto as Appendix A. It shall list all positions covered by this Agreement by title along with the wages for each position.

2. The first six months of employment shall be considered a probationary period. In the event that an employee continues employment beyond the probationary period he or she shall be entitled to all of the rights and benefits under this Agreement retroactive to the first day of employment with the exception of the benefits of the deferred compensation match as described in article XXIII.

3. An employee in continuous full-time or part-time employment shall receive the increment between his/her present rate and the next higher step rate after recommendation by the Head of the department according to the following schedule:

   a. On January first or July first provided he/she has completed thirty weeks' service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

For employees hired after July 1, 1997: On July first provided he/she has completed fifty-two weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

   b. hereafter one year from the date of his/her previous increase until he/she attains the maximum rate of the range of the compensation grade to which his/her position class is assigned.

   c. 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.

   d. Employees who are denied an increment shall be given the reasons for the denial in writing by the Department Head.

4. An employee receiving a promotion to a vacant position or to a new position as defined in Article IX shall, upon assignment resulting from such promotion, receive the salary in the compensation grade of the vacant or new position next above his/her existing salary. If the resulting adjustment does not equal $100.00 annually, the adjustment shall be to the second rate above the existing rate but within the compensation grade of the vacant or new position.

5. The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding sub-section shall receive the next increment of his/her compensation

grade effective the next January or July first following completion of thirty (30) weeks at the rate resulting from the promotion subject to the recommendation of the Department Head.

For employees hired after July 1, 1997:

The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding sub-section shall receive the next increment of his/her compensation grade effective the next July first following completion of fifty-two (52) weeks at the rate resulting from the promotion subject to the recommendation of the Department Head.

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

7. Wage re-opener: It is understood that if any other town-side managed collective bargaining group or non-union group reaches an agreement for a "more beneficial total economic package" during the lifetime of this contract, the contract may be reopened on the issue of economics only. A "more beneficial total economic package" shall be defined as a group receiving a greater percentage wage increase on the wage schedule than the amounts set forth above. Reclassifications shall not be a cause for reopening the contract.

ARTICLE XXV

NIGHT SHIFT DIFFERENTIAL

The parties agree to establish in Fiscal 1995 a 2 1/2% night shift differential as follows: Those hours worked after 3:00 p.m. shall be paid on a differential basis provided that the majority of hours worked on a given day occur after 3:00 p.m. Otherwise, no differential will be paid.

ARTICLE XXVI

CONTINUING EDUCATION PROGRAM

In order to motivate, improve job skills and/or promote employees, the employer agrees to institute a continuing education program for which a permanent employee may be granted compensatory time off for all under graduate and graduate course work. This program shall be run at the discretion of the employer. All courses must be approved in advance of their taking by the Director. The Director shall limit the number of employees who may take such a course at any one time. No employee may take more than one course per semester.

If an employee attends seminars, training or classes this time does not qualify for overtime or compensatory time unless attendance is required by the Department Head and prior approval has been granted.

The Employer agrees to pay beginning in Fiscal 1995 a maximum of $250 per library science course that an employee takes at a school of higher education to an annual maximum of $1000 for the entire bargaining unit.

ARTICLE XXVII

LEAVE OF ABSENCE FOR EDUCATION

Full-time employees may be allowed to take a non-pay leave of absence not to exceed six (6) months from the start of the leave in order to enroll in the A.L.A. accredited master's program and/or any course work required for advancement to a higher job classification with the approval of the Department Head.

The Department Head shall have the sole discretion in determining whether or not to grant an employee's request for an educational leave of absence.

A maximum of two hours will be allowed for travel to and from the work site and the site where the course is taken.

ARTICLE XXVIII

STABILITY OF AGREEMENT

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 of provisions, and the obligations of the Union and the Town to such performance shall continue.

All written memoranda, oral or written agreements, policies, and employment and work practices, shall be incorporated into this Agreement.

ARTICLE XXIX

GENERAL

The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the 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.

It is intended throughout this Agreement that references to gender are interchangeable between masculine and/or feminine wherever appropriate; also, references to singular or plural are interchangeable wherever appropriate.

ARTICLE XXX

NO STRIKE CLAUSE

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services, as defined in Massachusetts General Laws, Chapter 150E. The Union agrees that neither it, nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slow down or withholding of service.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slow down, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services and shall refuse to recognize any picket line established in connection therewith.

Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down, or withholding of services and to return to work forthwith.

Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings referred to in Article XIX.

ARTICLE XXXI

SEPARABILITY

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 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 held invalid, or as to which compliance with or enforcement of has been restrained, shall not be effective thereby.

ARTICLE XXXII

FAMILY AND MEDICAL LEAVE

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. Eligible part-time employee's leave will be prorated.

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 XXXIII

SMALL NECESSITIES LEAVE

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 XXXIV

APPROVED STATUS

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

ARTICLE XXXV

RECLASSIFICATION

The Town agrees to conduct in Fiscal Year 2012 a reclassification study, at its sole expense, of the Library. The findings of the aforementioned study may or may not be funded at the sole discretion of the Town Manager. This provision is not subject to the grievance and arbitration procedure; however, the parties agree that an appeals process shall be put into place for employees who contest the findings of the study relevant to their particular position.

APPENDIX A

CLASSIFICATION AND PAY PLAN

Step raises and/or salary adjustments are not automatic. They shall be reviewed annually and approved by the Town upon recommendation of the Director.

All salaries within the Library Employees collective bargaining agreement will be amended and increased as follows:

FY 10 (effective 7/1/09)	increase of 0%
FY 11* (effective 7/1/10)	increase of 0%
FY 12 (effective 7/1/11)	increase of 2%

Part-time employees will be paid the same hourly rate as full-time employees.

*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.

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ARTICLE XXXV

DURATION - RENEWAL - CHANGES

This agreement will be effective July 1, 2009 and will continue to remain in full force and effect to and including June 30, 2012 and shall automatically renew itself for terms of one year unless by December 1 of the year prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract or amendment thereto.

The party desiring to negotiate a new contract or amendment shall inform in writing any changes sought in such negotiations. Upon receipt of this notice, the parties agree to meet for the purpose of negotiating a new or amended agreement.

This agreement entered as of 17 day of May, 2011

TOWN OF PLYMOUTH

BY:

DATE: 5/17/11

AFSCME, LOCAL 2824
State Council 93

BY:

DATE: 5-17-11