AGREEMENT BETWEEN THE

TOWN OF PLYMOUTH, MASSACHUSETTS

AND

PLYMOUTH POLICE SUPERIOR OFFICERS' ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

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PREAMBLE

The following contract by and between respectively, the Town of Plymouth, Massachusetts hereinafter referred to as the "Town" and the superior officers of the Plymouth Police Department, hereinafter referred to as the "Union" is designed to maintain and promote a harmonious relationship between the Town of Plymouth, Massachusetts and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered thereby.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the exclusive bargaining agent for the following units: All certified permanent Lieutenants and Sergeants of the Plymouth Police Department, excluding the Chief of Police, Captain, Patrolmen, and all other employees of the Town of Plymouth.

ARTICLE II

BEREAVEMENT LEAVE

Each employee in the bargaining unit shall be granted leave without loss of pay upon a death in his immediate family. Such leave shall be thirty-four (34) work hours. Immediately upon notification of death, the employee is responsible for notifying the Chief. The Chief will determine commencement of leave after consultation with the employee. 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, sister- in-law, brother-in-law, spouse, child, grandparents, and grandchildren.

ARTICLE III

SENIORITY

A. Seniority within the Plymouth Police Department, insofar as this Union is concerned, shall commence from the date of last appointment as a certified permanent-ranking officer. If more than one certified permanent ranking officer is appointed on the same date, from the same civil service list, seniority shall be determined by the employee's respective position on that civil service list and this shall be applicable within classification.

B. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension, or authorized leave of absence or any call to military service for the duration of such service.

C. In the event of a reduction in force, layoffs shall be governed by Massachusetts Civil Service regulations.

D. Bidding for shifts shall be done by seniority. Shifts will be up for bidding three (3) times per year, to be effective on the first Sunday in June, October, and February of each year. This shall apply only to the Uniform Ranking Officers Patrol Division. The bidding list will be posted at least 30 days in advance. The provisions of Section D shall apply only to the uniformed ranking officers in the patrol division, and shall not apply to the prosecutor(s), the detective(s), or the training officer(s).

ARTICLE IV

SPECIAL LEAVE

Each employee in the group may be granted special leave with pay for a day on which he is able to secure another employee to work in his place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed provided the following conditions are met:

A. Such substitution does not impose an additional cost to the Town with regard to payment of wages.

B. The officer in charge of the shift in which the substitution takes place shall be notified twenty-four (24) hours prior to its becoming effective, except in a case of emergency the notification may be made on a shorter term.

C. Neither the Town nor the Chief of Police is to be held responsible for enforcing any such agreement between employees.

D. It is specifically agreed that the aforementioned special leave and/or swaps do not apply to extra work.

E. It is further agreed that the person who originally makes the swap and is authorized for same by the Chief of Police is held responsible for covering the job.

F. Personal Leave: Employees in this group may be granted time off, with pay, for up to seventeen (17) hours each fiscal year to conduct urgent personal business. The decision of whether or not to grant more than 8 ½ hours shall be at the discretion of the Chief. Only one (1) employee from this group may be absent on any one day on "Personal Leave." It is understood that Police Officers will make every effort to attend to their personal business on "non-working days" and that the requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with their working commitment.

G. All shift swaps shall be repaid within sixty (60) days.

ARTICLE V

UNIFORMS AND EQUIPMENT

Effective July 1, 2016, each member of this group will be given Eight Hundred-Fifty ($850) dollars per year for the replacement, cleaning and/or maintenance of uniforms and equipment. The check shall be issued during the first pay period in July of each year.

The Town agrees to pay for the cost of the purchase of the initial uniform changes necessary for the Lieutenant's and Sergeant's position.

Lieutenant's administrative uniform shall consist of white shirts with appropriate badge and collar pins. Non-Administrative uniform shall consist of dark blue shirts with appropriate badge and collar pins consistent with department regulations.

ARTICLE VI

EXTRA PAID DETAILS

A. A roster of all details to include industrial and business traffic and other permanent extra details shall be set up to include all members of this group on an hours offered basis; the member with the least amount of hours offered will head the list for that week. As details become available they will be offered to the man on the list with the least amount of hours offered. The weekly roster will be posted in a mutually agreed upon conspicuous place by the Chief of Police or his designee. This work will be offered to members of this group when the detail involves the use of four (4) or more officers. At that time one of the four (4) or more officers shall be a member of this group when one is available. When the fourth slot in a detail is given to a member of this group, the member will receive the supervisor's rate of pay and shall act in a supervisory capacity.

B. Any officer who cannot fulfill his work assignment will notify the Chief or his representative within twenty-four (24) hours prior thereto so that another officer can be assigned. In any event, no person shall accept an assignment unless the same is made by the Chief or his representative. Those persons who fail to comply with the twenty-four (24) hour notice provisions as set forth above, will be disallowed from performing any details for the following three (3) days after their failure to so notify.

C. It is agreed that members of this group who work details do so on their off duty time or on a time when they are not specifically to work in the Police Department.

D. No assignment shall be made until the person or the organization requesting same has agreed to pay the applicable rates and shall have deposited with the Department a certified check in the amount estimated by multiplying the total estimated hours of the detail by the patrolmen's or the supervisor's rate, whichever is applicable. There shall be a minimum of four (4) hours for all work performed.

E. Superior officers shall work details in a non-supervisory capacity. They will be placed on the list to be called after all permanent patrolmen and permanent intermittents working forty (40) hours per week. They should receive the patrolman's rate for these details. When Superior Officers perform details in a supervisory capacity, they will be compensated at the maximum step in the Sergeant's pay grade, increased by time and one half, with no differentials or incentives. There shall be an additional one ($1.00) dollar per hour premium for all hours worked where alcoholic beverages are sold. Any officer who works a detail over eight hours (8) shall be paid at time and one half of the detail rate for those hours in excess of eight (8).

F. No extra details shall be worked in the Town of Plymouth by a special officer when a member of this group is available.

G. Details shall be distributed on an equitable basis with regard to number, type of hours and compensation.

H. Any member of this group who performs a detail shall be protected by General Laws, Chapter 41, Section 100 as amended.

I. An employee's claim that he has not been offered his fair share of details or that he has been made the subject of unfair distribution shall constitute a grievance.

J. Detailed records of extra paid details shall be made available to group members for inspection, or copies of the same for use, upon a reasonable advanced request in writing to the Chief of Police.

K. Any Superior Officer who performs outside details for more than four (4) hours shall be compensated a minimum of eight (8) hours. Hours worked beyond eight (8) hours shall be paid at one (1) hour increments.

ARTICLE VII

OVERTIME

A. Group members of the Police Department in full-time employment in uniform or not who are required to work beyond their regularly scheduled work week, shall be compensated at one and one-half (1-1/2) times his regular pay. If an employee so requests, one and one half (1 1/2) days off may be granted in lieu of the one and one-half (1-1/2) times regular pay at the discretion of the Chief of Police. The Chief of Police shall not discriminate in doing this.

B. A group member called back to work on the same day after completing his regular scheduled assignment and having left his place of employment before his next scheduled starting time, shall be paid at the rate of one and one-half (1-1/2) times his regular pay for all time so worked, but in no event less than three (3) hours minimum at the rate of time and one-half.

C. A group member will be given preference in any overtime when the service required is that performed by a group member as a customary routine. Such overtime preference will be limited to the first twenty (20) working days of such member's absence.

All overtime in this paragraph will be distributed equally and impartially. For purposes of overtime distribution, acting ranking officers shall be included. Permanent ranking officers shall "cover for the absence of an acting ranking officer" if such absence is to be covered at all.

D. Group members shall be scheduled to work on a regular shift or tour of duty and each shift or tour of duty shall have a regular starting time and a regular quitting time. Any work prior to the member's scheduled starting time and/or subsequent to his scheduled quitting time shall be deemed as overtime work.

E. In emergencies, Superior Officers may be required to perform a reasonable amount of overtime as determined by the Chief or his designee as the needs of the Department require. Employees shall be given as much advance notice as possible of overtime work. Under these circumstances the following procedures shall be followed:

ARTICLE VII OVERTIME (Cont.)

1. The work will be offered to all Superior Officers on a voluntary basis. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis.

2. In the event that sufficient personnel do not accept such overtime on a voluntary basis, the Chief may require overtime work to be performed.

3. Mandatory overtime shall be recorded on a separate list and distributed equally and impartially. Said list is to be maintained and distributed by the Shift Commander under the authority of the Chief.

4. Superior Officers shall not work more than seventeen consecutive hours in any twenty-four hour period (including their regular shift).

5. If a Superior Officer works seventeen consecutive hours in a twenty-four hour period, he shall be allowed seven hours of rest before returning to work.

6. Vacation time shall not be canceled or rescheduled except in emergencies.

7. Mandatory overtime shall not be used on a regular basis.

8. If a Superior Officer is required to work mandatory overtime on a day off he shall be guaranteed eight hours of work. The Chief shall be able to call four (4) mandatory staff meetings per year, scheduling at his discretion, for which the minimum overtime for employees not scheduled will be three (3) hours. Employees pre-approved to be on a scheduled benefits day on any of those meetings days shall be excused from the meeting. "Swaps" are not allowed for the purposes of mandatory meetings unless pre-approved at the sole discretion of the Police Chief. The Chief shall provide as much prior notice for the meetings as practicable to the staff.

9. If a Superior Officer is required to work overtime before the beginning of or subsequent to a regularly scheduled shift, he shall be guaranteed and may be required to perform five hours of work. If a Superior Officer reports to work on a voluntary call-in basis, he shall be paid in accordance with Section B hereof, but may not be required necessarily to work for three hours.

10. It is anticipated that Superior Officers will continue to cooperate in the filling of overtime assignments. Should the history of cooperation between the Superior Officers and the Chief change, and should abuse of the overtime work guarantees become evident, there shall be a review of the guarantees provided in this section at the expiration of this agreement.

G. The use of compensatory time shall comply with the provisions of the Fair Labor Standards Act.

ARTICLE VIII

SICK LEAVE

A. Sick leave shall be limited to absence from duty without loss of pay when an employee is sick, injured, or disabled, or is required to undergo emergency medical, optical or dental treatment, when such treatment cannot be accomplished during off-duty hours.

Sick leave may not be used for any other purpose except illness, injury or disability. The Chief may require the presentation of a Doctor's Certificate in connection with a claim for sick leave, and may if it is deemed advisable send a doctor or a police Superior officer to investigate any absence alleged to be caused by illness. Subsequent certificates may be required at the discretion of the Chief or the appointing authority, before or at the time of returning to work. If such a certificate or hospital or doctor's records are not filed with the Chief after request therefore, such absence shall not be chargeable to sick leave.

An employee, in order to be eligible to use sick leave, must notify the Department Head or his designee on or before the first day of any absence for which he intends to use sick leave, the nature of the illness, injury, or disability and medical diagnosis, if possible at that time, together with an estimate of the time an employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Department Head informed of the progress of the sickness, injury, or disability.

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

1. Each employee in the bargaining unit shall be granted 127 ½ hours sick leave each fiscal year. All unused sick leave will be accumulated from year to year up to a maximum of 1,700 hours.

2. The Chief of Police or his representative shall maintain a record for each employee of all sick leave used and accumulated. A summary of said record of sick leave shall be sent to the Secretary of the Union on a six (6) month basis.

3. It is specifically agreed that if a member of the Police Department exercises his rights under this provision of the contract to use sick leave he will not be penalized in any manner for the exercise of that use. Most specifically, he will not be penalized as to the assignment of overtime and extra work because of such use.

4. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate to be paid by the Town, in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him an opportunity to improve.

If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement will be periodically reviewed with the employee at least once in each six month (6) period. If a determination is made that the employees sick leave has improved to the extent that a medical certificate is no longer required for absences, the employee will be so advised in writing.

5. Injury, illness, or disability, self-imposed or resulting from the use or abuse of alcohol, or drugs that are classified under the Federal Narcotics Act or Drug Abuse Control Act shall not be considered a proper claim under this section.

6. Verification of sickness by a physician may be required in certain circumstances such as excessive absenteeism, or an unusual pattern of absences (including unexcused absences prior to or following a holiday, vacation period weekend or leave).

The Town Manager and/or Chief may require any 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. If there is a disagreement between the two doctors, a third doctor, or specialist in the field selected by the parties will examine the employee.

Superior Officers shall be allowed to take five (5) sick days annually for family sick leave.

ARTICLE IX

ATTENDANCE STANDARDS

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. Employees who use sick leave shall not be penalized as to assignment of overtime and other extra work merely because of sick use. However, employees who exceed the average number of separate times out for personal illness for members of this bargaining unit in a year or employees who use all of their annual or accumulated sick leave may be considered excessively absent. Consideration will be given to employees who have a serious illness or injury.

ARTICLE X

SERVICE CONNECTED SICKNESS, INJURY OR DISABILITY
(See Appendix B)

An employee may be absent from duty without loss of sick leave and without loss of pay for the period of time when he is absent because of sickness, injury, or disability incurred in the performance of his duty for which he is entitled to compensation under the provisions of General Laws, Chapter 41, Section 111F. He shall be entitled to receive his full pay during the period that he is incapacitated for these reasons in accordance with said General Law. The Board of Selectmen or the Chief may request such an employee to be examined by a physician in order to determine whether or not said employee qualifies for the benefits of Chapter 41, Section 111F of the General Laws. Said physician shall decide whether or not such an employee is fit to resume his police duty.

It is understood that "sickness" as used herein means sickness incurred in the line of duty resulting in paid injured leave and does not include sickness not incurred in the line of duty which may result in sick leave.

ARTICLE XI

LIMITED DUTY

A. Whenever a Superior officer is incapacitated from performing any of the duties of a Superior Officer because of an injury sustained in the performance of his duty without fault or gross negligence of his own, he shall be granted leave without loss of pay for the period of such incapacity, provided that no such leave shall be granted for any period after such Superior Officer has been retired or pensioned in accordance with law. Leave without loss of pay for a Superior Officer who is on leave of absence in accordance with either the provisions of this Agreement and/or other applicable statutes shall include his regular pay and other benefits which, however, shall be subject to being pro-rated to the extent that it is specifically set forth in this Agreement.

B. The said leave shall terminate when a physician designated by the Town determines that such incapacity no longer exists pursuant to Chapter 41, Section 111F of the Massachusetts General Laws.

C. The said leave shall also terminate when a physician appointed by the Town determines that the Superior officer is capable of performing some (one or more) limited (less than full) Superior Officer duties on either a full-time or less than full-time basis provided that there is no disagreement with that determination by the Superior Officer's attending physician; an emergency room physician who treats an injured Superior Officer shall not be considered to be his attending physician unless the injured Superior Officer subsequently designates him as such. In the event of any such disagreement between the Town's appointed physician and the Superior Officer's attending physician, the Town and the Superior Officer, with the assistance of their respective physicians if they so desire shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the Superior officer's injury falls from among the staff physicians in that specialty at the Massachusetts General Hospital, the Brigham and Women's Hospital and/or University Hospital in Boston. The Town shall pay all of the costs and expenses incurred in connection with the examination of the Superior Officer by the third physician whose determination shall be binding upon both the Town and the Superior Officer.

Until such time as the third impartial physician renders a determination that the Superior Officer is capable of performing some limited Superior Officer duties on either full-time or less than full-time basis, he shall continue to be on injured on duty leave pursuant to Chapter 41, Section 111F of the General Laws.

ARTICLE XI LIMITED DUTY (Cont.)

D. The limited duty tasks to which a Superior Officer may be assigned shall consist only of tasks that are normally performed by Superior Officers in Plymouth. Assignments to limited duty tasks shall be made by the Chief, who also may change the assignments subject to the provision that any such assignment can only be to the tasks that are normally performed by Superior Officers in Plymouth. The Chief will make every effort to assign the Superior Officer to the shift they were previously assigned. However, due to staffing needs the Chief may assign the Superior Officer to another shift.

E. Once a Superior Officer has been determined to be capable of returning to limited duty status, he shall immediately become eligible for all rights and benefits provided under this Agreement irrespective of whether or not he is actually called to limited duty status.

F. Once a Superior Officer has been recalled to limited duty status, he shall remain in such status either until such time as he is medically determined to be capable of returning to full duty status or unless he re-injured himself in which case he will be required to comply with all of the procedures that are regularly followed when a Superior Officer goes out on injured leave pursuant to Chapter 41, Section 111F of the General Laws.

G. In order to be eligible for injured leave as a result of either a total or partial incapacity caused by an injury which occurred in the performance of the Superior Officer's duty, without fault or gross negligence of his own, the Superior Officer must fully comply with the promulgated procedures and policies of the Plymouth Police Department as set forth in the document entitled "Town of Plymouth Police Department Injured on Duty Policy" which is attached to this Agreement as Appendix A. Officers who are on injured leave status shall comply with the Police Department's rules, regulations and policies relative to such leaves.

Furthermore, they shall take all reasonable steps to hasten their return to active and/or full duty status including the avoidance of any activity that might jeopardize or slow his recovery as well as adhering to all prescribed medical treatment and therapies.

H. Employees, at their request, who have been injured while not at work for the Town of Plymouth, may also be eligible to perform limited duty tasks and receive contract benefits without pro-ration, subject to the medical review procedures of paragraph C and any other rules or procedures governing limited duty. Such employees can remain in this status until medically cleared for full duty.

ARTICLE XII

COURT TIME
(See Appendix C)

Any employee who is required to attend Court for matters which arise out of the performance of his/her duty for or on behalf of the Town of Plymouth after his regular shift or on his day off will be paid at a rate of time and one-half for such time in Court, and he shall be guaranteed a minimum of three (3) hours of pay at this rate.

ARTICLE XIII

HOLIDAYS

All members of this group will be guaranteed twelve (12) paid holidays as follows:

New Year's Day
Dr. Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Each member of this group will receive payment for these holidays in a lump sum in the first payroll week in June.

If a situation arises in which the staffing level of any one shift on Thanksgiving is equal to or exceeds the full staffing level plus fifteen (15) additional law enforcement personnel, whether federal, state, municipal or county (but excluding details requested by outside entities or by other Plymouth departments such as DPW or School Department), the following shall occur:

1. All of the officers who actually work on that Thanksgiving shall be allowed to take one additional day off with pay within the same fiscal year as the occurrence of the above event.

2. The normal procedures concerning the taking of vacation time will apply to the taking of the additional day off referenced in paragraph 1. This additional day off can only be taken as an entire 8.5 hour block of time.

3. All of the officers who work overtime on the Thanksgiving in question will be paid at a double-time rate for such overtime.

4. Paragraphs 1 and 3 above apply to any shift that begins on Thanksgiving.

ARTICLE XIV

MEDICAL STIPEND

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

ARTICLE XV

GROUP BUSINESS LEAVE

A. The elected officers of the Union shall be allowed time off for group business, negotiations or conferences with the Board of Selectmen or its designated agent, Chief of Police or governing body without loss of pay or benefits and without requirements to make up said loss of time.

B. Three (3) members of the group grievance committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Group and for time required to prepare grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.

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

D. If such a Union officer works sixteen (16) hours total between his regular shift and a bargaining session with the parties mentioned in paragraph (A) above, he will not receive any refusals if his name comes up for overtime on the next shift.

E. Time off for group business shall not exceed one hundred eighty (180) hours per year, cumulative for all on-duty officers using time.

ARTICLE XVI

DISCIPLINARY ACTION / PERSONNEL FILES

I. Disciplinary Action

A. It is agreed that disciplinary action or discharge shall be prescribed under the rules and regulations of the Civil Service Commission.

B. If a superior officer is a suspect in a criminal investigation, or likely to be arrested, or under arrest, he shall be offered the same constitutional rights as are accorded to a civilian, including but not limited to the right to counsel, the right to remain silent and shall be advised of these rights before any questioning begins.

C. Should the Chief of Police anticipate giving disciplinary action or suspension to any member or members they may request and have group representation before any questioning.

D. A superior officer has the right to face his accuser.

II. Personnel Files

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

B. Employees will be shown all material before it is placed in their files.

C. If any complaints are put in the personnel file, the employee may respond, in writing, with the response being kept in the file as well.

D. Employees may make copies of their files.

E. The Human Resources Department shall maintain only basic employment records and data.

ARTICLE XVII

HEALTH AND WELFARE INSURANCE

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

Long Term Disability and dental plans at a 80/20 contribution rate are offered to those employees who choose the Point of Service (POS) plan. In addition, employees who elect the LTD option relinquish two contractual benefits – annual sick leave incentive (Article XXXI) and retirement sick leave buyback (Article XXX) – and have their accumulation of sick days as provided in Article VIII, section 1 (A), reduced from 1700 hours to 1530 hours.

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 XVIII

NON DISCRIMINATION

The Town of Plymouth and the Union agree not to discharge or discriminate in any way against employees under this Agreement or bargaining committee members for their group activities.

The Town, the Chief of Police, and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex or age.

Compliance with a valid order or decree of a state federal agency or court of competent jurisdiction shall not be considered to be in violation of this Article.

ARTICLE XIX

HOURS OF DUTY FOR GROUP MEMBERS

The normal tour of duty for the Sergeants and/or Shift Commanders shall be as follows:

First Shift	----------	7:30 a.m.	to	4:00 p.m.
Second Shift	----------	3:30 p.m.	to	12:00 midnight
Third Shift	----------	11:30 p.m.	to	8:00 a.m.

"At the discretion of the Chief, the Court Prosecutor will work five (5) days of eight and one half (8-1/2) hours apiece. At the end of each five (5) days, they will have two (2) days off. In addition, they will not be required to work on paid holidays as defined in Article XI of this Agreement. The difference in days off between these employees and the remaining employees in the group will be due to the Court Prosecutor at a time which is convenient to the Department."

For all remaining members of this group the above hours shall apply and in any event the work schedule for these members shall be in compliance with the four and two (4 & 2) work schedule now in effect.

The Chief may, at his discretion, create special shift hours for the patrol supervisors which will allow an overlapping of shifts, provided said special shifts begin no more than one and one-half (1-1/2) hours after the applicable normal tour of duty.

The Chief may maintain positions for specialists within the department, including Prosecutor, Detective, Training officer and whatever positions the Chief may deem necessary. In the selection of persons to serve in the specialists positions, the Chief shall consider, among others, the following attributes: seniority, integrity, quality of work, work habits, adaptability and job knowledge. A person may not be removed from the specialist position without the reasons for said removal being stated in writing to the affected party. If removal from the specialist position does not relate to any associated disciplinary action, the written statement of reasons for removal will not be placed in the employee's official personnel file.

If a specialist, including the Prosecutor, Detective Supervisor, Training Officer, Manager of Information Systems, and whatever specialist positions the Chief may deem necessary, is regularly assigned to work five (5) days per week with shifts of eight and one-half (8.5) hours per shift (i.e., 42.5 hours per seven day week), that individual will be paid for 40 hours at a straight time rate and will be paid a weekly stipend that is equivalent to 2.5 hours of pay at the officer's overtime rate each week that the individual is on paid status for the days in question.

Beginning June 6, 2011 Specialty positions will receive a stipend of three hundred dollars ($300) each year they serve in a specialty. Specialty positions included are: Detective Supervisor, Prosecutor, Training Specialist, and Manager of Information Systems.

ARTICLE XX

WORKING AS SHIFT COMMANDER

Normally a Lieutenant will be scheduled to work as a Shift Commander. However, the Department retains the management prerogative to schedule a Sergeant to work as Shift Commander. When a Sergeant is scheduled as a Shift Commander, the Sergeant will be compensated at the rate of a Lieutenant (Step I). When a Sergeant is scheduled to work as Shift Commander, and has completed two (2) consecutive years in this scheduled assignment, they will be compensated at the rate of a Lieutenant (Step II) until such time as they are no longer scheduled as a Shift Commander. The Superior Officers Union acknowledges that the assignment of a Sergeant as a Shift Commander is a management prerogative at the discretion of the Chief of Police with no remedy available to the Union.

When a Sergeant is scheduled to work as a Patrol Supervisor and is subsequently re-assigned to perform the duties of the Shift Commander, they will be compensated at the rate of a Lieutenant (Step I).

When a Sergeant works a shift as the Shift Commander on an overtime basis, they will be compensated at the overtime rate of a Lieutenant (Step I).

ARTICLE XXI

VACATION

Vacations will be granted on a seniority basis for each employee, starting with the senior employee in the bargaining unit, on a one time basis during each vacation period. A second request or any other request will be granted only after each employee has been granted one of his choices, or an opening exists.

A. An employee in continuous service shall be granted eighty-five (85) hours vacation with pay provided he has completed thirty (30) weeks of service prior to July 1st.

B. An employee with less than thirty (30) weeks of service as of July 1st will be granted 8 ½ hours of vacation for each full month of continuous service completed prior to July 1st but not to exceed 42 ½ 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 and thereafter, be granted 127.5 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 has been completed and thereafter, be granted 170 hours of vacation with pay.

E. An employee who has completed fifteen (15) years of service shall in the year during which this length of service has been completed and thereafter, be granted 212 ½ hours of vacation with pay. Effective July 1, 2004, employees who have completed twenty (20) years of service shall, in the year during which this length of service has been completed and thereafter, be granted annually an additional 8.50 hours of vacation with pay for each additional year of service up to an including twenty-five (25) years to the accrual to which they are otherwise entitled.

F. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the beneficiary 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 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 shall be paid an amount equal to the vacation allowance earned, 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 portion of the vacation allowance earned 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.

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, unless receiving pay for such a day or date under the provisions of Section 17A of Chapter 147 or Section 57A of Chapter 48 of the General Laws, 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 or Friday.

J. 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 upon recommendations of the Chief. Such vacation will be granted by the Chief at such time as, in his opinion, it will cause the least interference with the performance of the regular work of the Town

K. Employees will be permitted, with the Chief's approval, to take a full week of vacation during a week in which a holiday occurs without providing for their own coverage, except for the week in which July 4th occurs. During that week, an employee may be permitted to take a week's vacation, but he/she must be available on the "4th" if the Chief determines that coverage is needed. Vacations of less than a week will be permitted during holiday weeks, only if and when there is sufficient coverage.

L. For the purposes of this section only, the Town recognizes that members of this group work a different scheduled work week than the rest of the Town's labor force. The scheduled week consists of four working days and two days off.

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

N. This section shall be implemented according to Section 111 of Chapter 41 of the Massachusetts General Laws which the Town of Plymouth accepted on November 4, 1914 as Chapter 217 of the Acts of 1914, known as the General Laws, Chapter 41, Section 111.

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

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

ARTICLE XXII

GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, fringes or rates of pay referred to in this contract may be processed as a grievance under the following procedure:

All grievances shall be submitted in writing to the Department Head and "the specific articles that are being violated and how those articles are being violated". If a grievance is passed on from one step to another, then a letter from the Union indicating that the grievance is being passed on to the new step because a satisfactory resolution was not achieved at the previous step must accompany the written grievance. The Union must also attach a copy of the written response they received at the previous step.

B. Procedure: If grievances are not filed in writing at Step #1 within twenty (20) calendar days after knowledge or reason to know of the occurrence of the incident upon which the grievance is based, 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 grievance shall be reduced to writing by the employee or by the Union and presented to the Chief of Police. The Chief of Police, or in his absence, the acting Chief of Police, shall meet with the Union's Grievance Committee and/or the grievant within seven (7) calendar days from the time the grievance is presented to him and he shall answer the grievance in writing within seven (7) days after the meeting.

Step #2. If the grievance is not resolved at Step #1, the Grievance Committee may refer the complaint to the Town Manager or the Assistant Town Manager within five (5) days from the receipt of the Step #1 answer, exclusive of Saturdays, Sundays and Holidays. The Town Manager or the Assistant Town Manager shall meet with the Grievance Committee within seven (7) days to discuss the grievance, and will answer the grievance in writing within seven (7) days after the meeting ends.

Step #3. If the answer of the Town Manager or the Assistant Town Manager does not satisfactorily adjust the grievance, it may be submitted to arbitration within fifteen (15) days from the date of the Town Manager's or the Assistant Town Manager's answer.

The grievance shall be submitted to arbitration by means of a written notification to the Town Manager. The grievance shall be submitted to the American Arbitration

Association for the selection of an Arbitrator and for the holding of a hearing in accordance with its labor arbitration rules then in effect.

The arbitrator shall have jurisdiction only over disputes arising out of the grievances as defined in this Article. The function of the arbitrator is to determine the interpretation, meaning or application of specific provisions of this Agreement not excluded from arbitration. 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 authority to make a decision or award which violates or would cause the employer to violate a valid order or decree of a state or federal agency or court of competent jurisdiction.

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 the Union'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. The decision of the Arbitrator may be reviewed or confirmed as is provided by Massachusetts General Laws, Chapter 150C.

In any matter in dispute which is governed both by the provisions of this agreement and the provisions of the civil service statutes, the employee may process such claim either through the Grievance and Arbitration Procedures of this agreement or to the civil Service Commission. The effected employee must submit a written Election of Procedures within the time limits for filing an initial grievance. If an employee elects to go to arbitration then he must also submit a written waiver of his rights under the civil service statutes.

The parties shall share equally in the cost of the arbitration proceeding.

Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties.

Each party shall have the right to employ a public stenographer or use a mechanical recording device at Step #3 of the procedure. The party shall make a copy of the recording or transcript available to the other party.

All time limits in this Article shall mean "calendar days."

ARTICLE XXIII

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. The decision to approve the Leave of Absence is determined by the Police Chief and Town Manager.

ARTICLE XXIV

WAGES

A. WAGES: The wage schedule is replaced with Appendix A.

Salaries to reflect COLA increases:

FY16 (effective July 1, 2015) increase of 2%
FY17 (effective July 1, 2016) increase of 2.5%
FY18 (effective July 1, 2017) increase of 3%

B. All of the economic provisions of this agreement including wages and other economic fringe benefits, are subject to town meeting funding and appropriation on an annual basis. In the event that town meeting shall reduce the Police Department budget that has been submitted by the Board of Selectmen for its approval or 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.

C. Effective January 1, 2012, the award of a senior step three (3%) percent higher than the current top step for each rank, and effective for each bargaining unit member who has a minimum of five (5) years in rank.

*Base Salary Equity Adjustments

a) Effective July 1, 2013, a 1 percent across-the-board wage increase applied to the salary schedule in effect on June 30, 2014.
b) Effective June 30, 2015, a 1 percent across-the-board wage increase applied to the salary schedule in effect on June 29, 2015.

ARTICLE XXV

NIGHT SHIFT DIFFERENTIAL

Officers are eligible to be paid compensation in addition to their base salary for working regular shifts between the hours of 3:30 p.m. and 8:00 a.m. All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 5.5% of the officers' annual base salary. This differential shall not be used in the calculation of the officers' overtime rate of compensation. This differential shall not be paid for any eligible hours or shift for which the officer does not work or during any eligible hours or shift for which the officer is receiving overtime compensation. All other provisions of the benefit as outlined shall remain intact.

ARTICLE XXVI

LONGEVITY PAY

A. To encourage longevity in the Plymouth Police Department the Town agrees to pay annual longevity incentive rate as shown below:

Years of Service	Longevity Payment
15 years	$450
20 years	$600
25 years	$800
30 years	$1,050

B. The proper amount shall be paid to all eligible employees in the first payroll period of November.

ARTICLE XXVII

EDUCATIONAL INCENTIVE PAY

Purpose: To encourage members of the Union to better themselves and the Department by attending colleges and gaining knowledge and education in law enforcement, the Town agrees to pay the following rates of incentive pay for credits that are earned in institutions of higher learning as follows: All courses must be police related courses or applicable to police work.

Under the provisions of this Article the parties recognize and agree that there shall be two (2) separate categories under the Educational Incentive Pay Formula, hereto referred to in Sections 1 and 2 of this Article.

Section 1. Employees who have earned educational credits prior to January 1, 1981, shall be granted the following rate of compensation under the terms of this contract. The terms are:

a. Employees with ten (10) credits shall receive three (3%) percent of their base salary;
b. Employees with twenty-four (24) credits shall receive six (6%) percent of their base salary;
c. Employees with forty (40) credits shall receive ten (10%) percent of their base salary;
d. Employees with sixty (60) credits shall receive fifteen (15%) percent of their base salary;
e. Employees with one hundred and twenty (120) credits shall receive twenty (20%) percent of their base salary;
f. Employees with one hundred and fifty (150) credits shall receive thirty (30%) percent of their base salary.

Section 2. Beginning on January 1, 1981, any regular, full-time employee commencing such incentive pay programs shall be granted a base salary increase of ten (10%) percent upon obtaining an Associates Degree in law enforcement, or sixty (60) points earned towards a Baccalaureate Degree in law enforcement; a twenty (20%) percent increase upon obtaining a Baccalaureate Degree in law enforcement, and a thirty (30%) percent increase upon obtaining a Masters Degree in law enforcement or for a degree in law or any other degree approved by the M.G.L. Chapter 41, ss 108L. If Chapter 41, ss 108L is repealed by the Legislature then this provision will be reopened for negotiations between the parties.

Section 3. Any employees hired after the date of June 6, 2011 will be granted a flat fee of five thousand dollars ($5,000) for a Bachelor's Degree, and seven thousand five hundred dollars ($7,500) for a Master's Degree.

ARTICLE XXVIII

PRO-RATED BENEFITS

A. Superior Officers who are absent from duty on a long- term basis (with or without compensation except for Superior officers who are receiving sick leave compensation pursuant to Article VIII) shall have certain benefits pro-rated according to the amount of time that they are absent from work during a fiscal year. The benefits that are subject to pro-rating are:

1. Clothing Allowance

2. Vacations

3. Sick Leave

B. In the fiscal year in which the long-term absence begins, the following formula shall be applicable:

1. Employees who are absent for six months or less will have no pro-ration of benefits.

2. Employees who are absent more than six months but less than nine months will have these benefits pro-rated by 50%.

3. Employees who are absent more than nine months but less than twelve months will have these benefits pro-rated by 75%.

C. In any subsequent year of the same long-term absence following a fiscal year in which the employee has been absent for six months or more due to the same reason, the following formula will be applicable:

1. Employees who do not perform any work for the Town for the entire fiscal year shall receive none of the listed benefits for that year.

2. Employees who are absent from work for more than nine consecutive months in a fiscal year shall earn or be paid 25% of the listed benefits.

3. Employees who are absent from work for more than six consecutive months in a fiscal year shall earn or be paid 50% of the listed benefits.

4. Employees who are absent from work for more than three consecutive months in a fiscal year shall earn or be paid 75% of the listed benefits.

5. Employees who are absent from work for less than three consecutive months in a fiscal year shall earn or be paid 100% of the listed benefits.

ARTICLE XXIX

STABILITY OF AGREEMENT

Section 1. 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.

Section 2. 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 XXX

SICK LEAVE BUY BACK UPON RETIREMENT OR DEATH

The Town agrees that it shall pay to the employee upon his voluntary retirement, or upon the death of said employee to his named beneficiary, twenty-five ($25.00) dollars for each day of accumulated unused sick leave remaining in the account of said employee for fifty (50%) percent of the total days of said accumulated sick leave, up to a maximum payment of twenty-five hundred dollars.

Employees who accept the option of the Town's Long Term Disability benefit will not be eligible for this Sick Leave Buy Back pursuant to Article XVII.

ARTICLE XXXI

NO STRIKE CLAUSE

No employee covered by this Agreement or employee organization shall engage in a strike as defined in Massachusetts General Laws, Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slow-down, or withholding of services by such public employee.

ARTICLE XXXII

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:

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

B. To establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time, change or abolish such policies, practices or procedures, which shall not violate the terms and conditions of the Collective bargaining agreement, or the terms of M.G.L., Chapter 150E.

C. To select and to determine the number of 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 determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work, which shall not violate the terms and provisions of this collective bargaining agreement.

F. To require from each employee the efficient utilization of his/her service.

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

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

ARTICLE XXXIII

SEPARABILITY

If any Article or Section of this Contract or of any amendments thereto should be held invalid by any 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 contract 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 affected thereby.

ARTICLE XXXIV

UNION DUES AND AGENCY SERVICE FEES

A. 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 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 (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 any 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 the Plymouth Police Superior Officers' Association 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 the Plymouth Police Superior Officers' Association 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 the Plymouth Police Superior Officers' Association 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 150E, Section 12 and Chapter 180, Section 17A, of the General Laws of Massachusetts.

ARTICLE XXXV

TRAINING

The Chief of Police will request sufficient funding in each fiscal year so that all newly promoted permanent superior officers shall attend a course in supervisory training as may be determined by the Massachusetts Criminal Justice Training Council (i.e. Babson College or Sergeant's Basic Training). Any permanent Superior Officers who have not yet attended will also attend this training. In addition, the Chief will request funding which will provide for all Superior Officers to attend a forty (40) hour annual refresher course as provided by the Massachusetts Criminal Justice Training Council. Additional training and courses may be provided subject to the availability of funds and with due consideration to the needs of the Department and with the approval of the Chief. Requests for training or courses will not unreasonably be denied. All training and courses offered by the Massachusetts Criminal Justice Training Council will be posted in a conspicuous place within the Department.

ARTICLE XXXVI

DEFERRED COMPENSATION

The Town of Plymouth will match 15% of the employee's weekly contribution. This match will be based on the maximum amount an employee can contribute evenly over a 52-week period without exceeding the IRS maximum yearly, 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 XXXVI

DURATION CLAUSE

This agreement shall become effective July 1, 2015, and shall continue in force through June 30, 2018.

Either party to this Agreement wishing to terminate, amend, or modify the Agreement may do so by notifying the other party no more than one hundred eighty-five (185) days nor less than sixty (60) days prior to the termination of this Agreement.

Within fifteen (15) days after receipt of such notification by either party, a conference shall be held between the Town and the Union's contract negotiating committee for the purposes of negotiations concerning amendments, modification, or termination.

This agreement shall remain in full force and effect after the expiration date until a new agreement is signed.

ARTICLE XXXVII

MILITARY LEAVE

1. Members of the Union shall be entitled to a leave of absence from their permanent position for active military duty, active military duty for training, or inactive military duty training.

2. While on active military duty, active military duty for training, or inactive military duty training, members of the Union shall be entitled to retain their current medical coverage by submitting appropriate written documentation to their Department Head. If the employee elects to retain his/her medical coverage, s/he must pay the current employee percentage payment for each week they are on leave.

3. While on active military duty, members of the Union shall be entitled to receive the difference between their base military compensation and the employee's regular wages for the normal work week (assuming that the regular wages are higher).

4. While on initial active military duty training or inactive duty training, employees of the Union shall be entitled to receive the difference between their base military compensation and the employee's regular wages for the normal work wee (assuming that the regular wages are higher).

5. Union employees are not entitled to compensation from the Town while on military training for either enhancement of one's position or elective training, unless they are using earned time.

ARTICLE XXXIX

SPECIAL ASSIGNMENTS

The Chief of Police may assign members of the Plymouth Police Superior Officers Union to the following specialty positions: Detective Supervisor, Prosecution Lieutenant, Accreditation Manager, Training Sergeant and Records Sergeant. Superior Officers assigned to Specialty Positions shall be paid at the rate of $100 per month only for the month's during which the employee is assigned. Superior Officers are eligible for only one monthly credit of $100 regardless of the number of Specialty Assignments. The Chief retains the right to create new Specialty Assignments or eliminate assignments under the same conditions as the needs of the Department may require.

In order to absorb the increased cost associated with placing Lieutenants in two (2) positions formerly held by Sergeants, we agree that any new assignment to any specialty assignment could be to a 5/2 schedule at the discretion of the Chief. Additionally, Sergeants or Lieutenants assigned to the 5/2 schedule would be assigned to an eight (8) hour shift (either 7:30 AM – 3:30 PM or 8:00 AM – 4:00 PM as the needs of the Department require and at the Chief's discretion) and will therefore no longer receive two (2) and one-half (1/2) hours premium pay each week which is the current practice. The hours of duty may only be changed to coincide with scheduled shift changes or by agreement of the parties. (see Article III for Shift Change Procedure) Superior Officers assigned to Specialty Assignments will not be required to work holidays as defined in Article XIX of the collective bargaining agreement. However, the Chief retains the right to require Superior Officers assigned to any Specialty position to work hours beyond their regularly scheduled work week as the needs of the Department may require. Superior Officers working hours beyond their regularly scheduled work week will receive premium pay as outlined in Article VII of the collective bargaining agreement.

Lieutenants will be assigned to the Detective and Prosecution divisions only when the incumbents in those positions retire, resign or are reassigned. Similarly, the new hours of duty and compensation would apply to the other Specialty Assignments only when those incumbents retire, resign, or are reassigned.

At each scheduled shift change (see Article III), each Superior Officer assigned to any Specialty position will make an election to "opt in" or "opt out" of the opportunity to be considered for overtime assignments in the Uniformed Division. If a member chooses to "opt in", the member will be included in the normal Uniformed Division overtime rotation, as well as the Uniformed Division's mandatory overtime rotation. Members choosing to "opt out" are not entitled to Uniformed Division overtime assignments and will not be included in the Uniformed Division's mandatory overtime rotation. Uniformed Division members will not be entitled to fill overtime assignments in any Specialty position.

ARTICLE XXXVIII

EXECUTION OF AGREEMENT

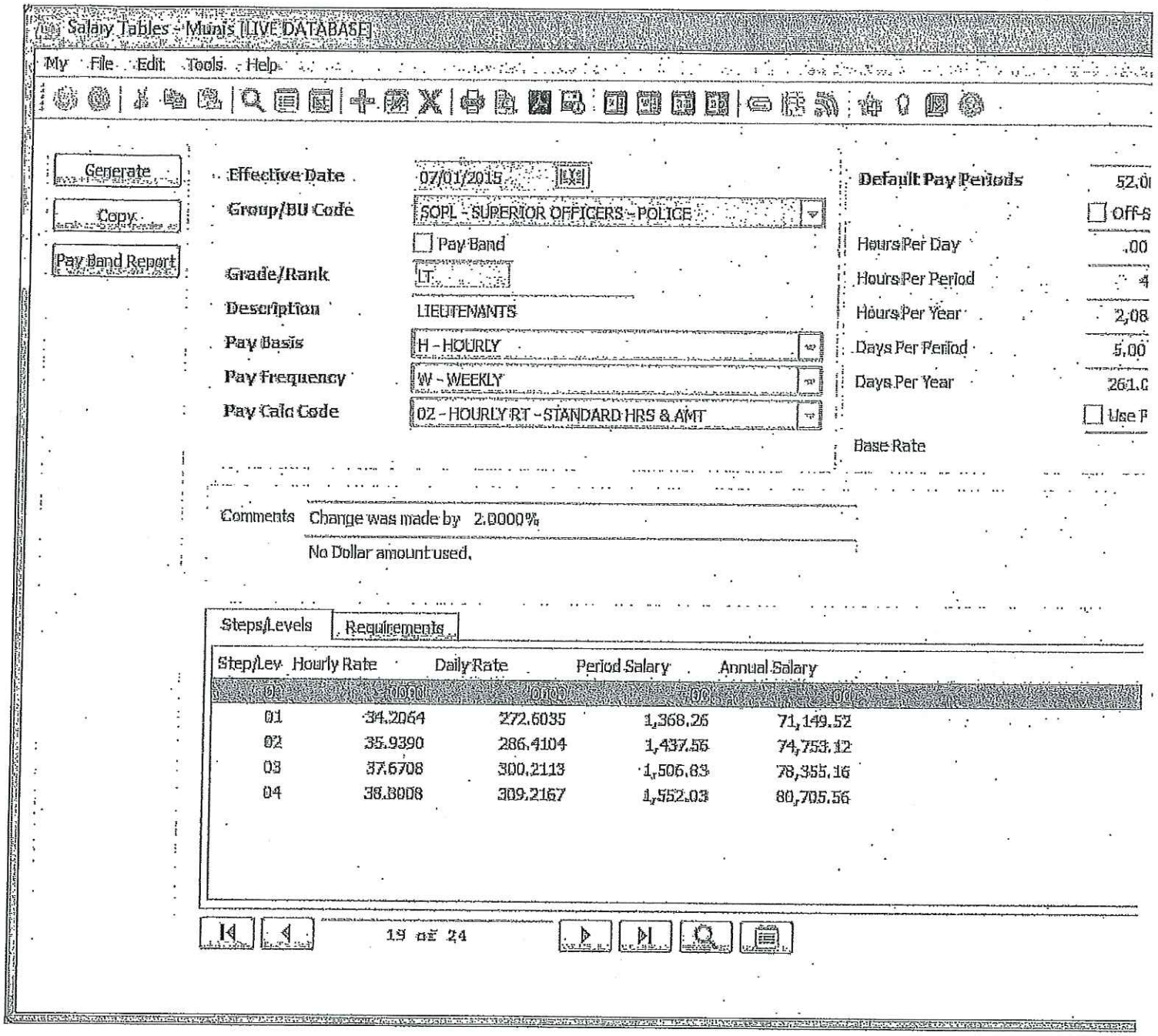
Witness these hands and seal of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the Superior Officers' Union of the Plymouth Police Department.

PLYMOUTH POLICE SUPERIOR OFFICERS' ASSOCIATION

DATE: 6/6/16

TOWN OF PLYMOUTH BOARD OF SELECTMEN

DATE: 6/8/2016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Effective Date 07/01/2015
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Grade/Rank LT
Description LIEUTENANTS
Pay Basis H - HOURLY
Pay Frequency W - WEEKLY
Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT
Default Pay Periods 52.0
Off-S
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Hours Per Period 4
Hours Per Year 2,08
Days Per Period 5.00
Days Per Year 261.0
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No Dollar amount used.
Steps/Levels
Requirements
Step/Lev Hourly Rate Daily Rate Period Salary Annual Salary
01 34.2064 272.6035 1,368.26 71,149.52
02 35.9390 286.4104 1,437.56 74,753.12
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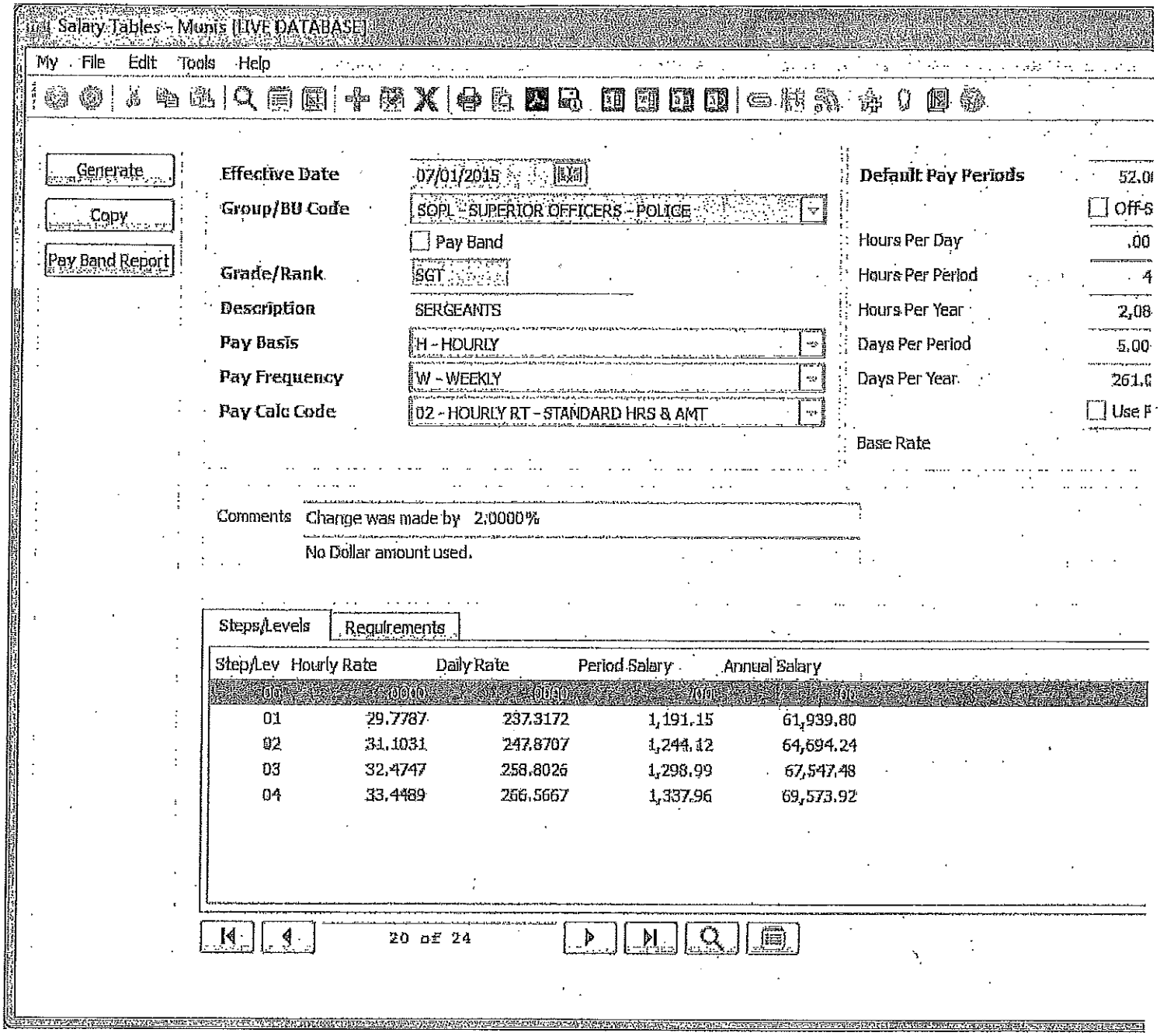
04 38.8008 309.2167 1,552.03 80,705.56
19 of 24

APPENDIX A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Pay Band
Grade/Rank SGT
Description SERGEANTS
Pay Basis H - HOURLY
Pay Frequency W - WEEKLY
Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT
Default Pay Periods 52.0
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Hours Per Day .00
Hours Per Period 4
Hours Per Year 2,08
Days Per Period 5.00
Days Per Year 261.0
Use F
Base Rate
Comments Change was made by 2.0000%
No Dollar amount used.
Steps/Levels
Requirements
Step/Lev Hourly Rate Daily Rate Period Salary Annual Salary
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02 31.1031 247.8707 1,244.12 64,694.24
03 32.4747 258.8026 1,298.99 67,547.48
04 33.4489 266.5667 1,337.96 69,573.92
20 of 24

Salary Tables - Munis [LIVE DATABASE]

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Copy
Pay Band Report

Effective Date 07/01/2016
Group/BU Code SOPL - SUPERIOR OFFICERS - POLICE
☐ Pay Band
Grade/Rank LT
Description LIEUTENANTS
Pay Basis H - HOURLY
Pay Frequency W - WEEKLY
Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT

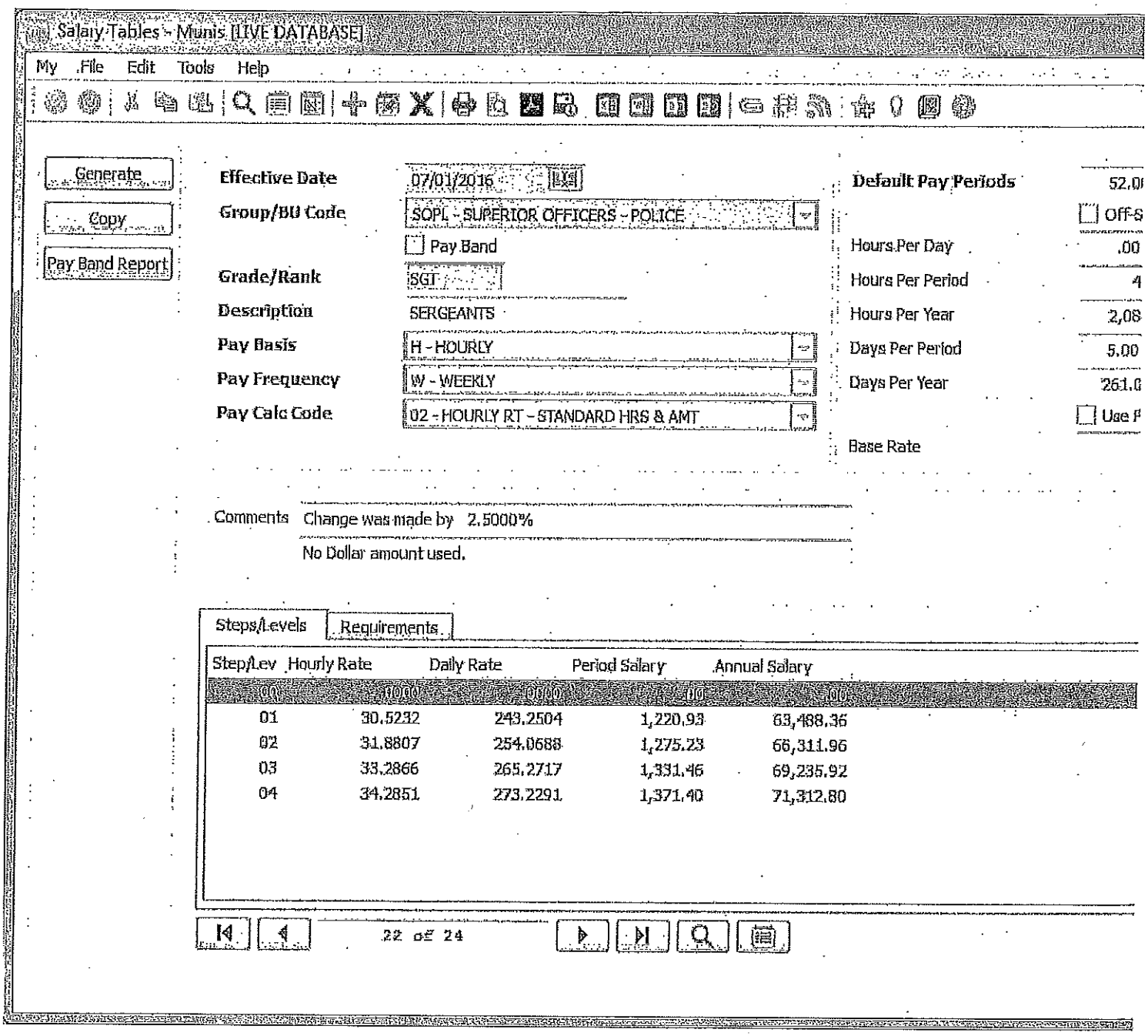
Default Pay Periods 52.0
☐ Off-S
Hours Per Day .00
Hours Per Period 4
Hours Per Year 2,08
Days Per Period 5.00
Days Per Year 261.0
☐ Use P
Base Rate

Comments Change was made by 2.5000%
No Dollar amount used.

Steps/Levels | Requirements

Step/Lev	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	35.0616	279.4173	1,402.46	72,927.92
02	36.8375	293.5709	1,473.50	76,622.00
03	38.6126	307.7165	1,544.50	80,314.00
04	39.7708	316.9470	1,590.83	82,723.16

21 of 24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Effective Date 07/01/2016
Group/BU Code SOPL - SUPERIOR OFFICERS - POLICE
Pay Band
Grade/Rank SGT
Description SERGEANTS
Pay Basis H - HOURLY
Pay Frequency W - WEEKLY
Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT
Default Pay Periods 52.0
Off-S
Hours Per Day .00
Hours Per Period 4
Hours Per Year 2,08
Days Per Period 5.00
Days Per Year 261.0
Use P
Base Rate
Comments Change was made by 2.5000%
No Dollar amount used.
Steps/Levels
Requirements
Step/Lev Hourly Rate Daily Rate Period Salary Annual Salary
01 30.5232 243.2504 1,220.93 63,488.36
02 31.8807 254.0688 1,275.23 66,311.96
03 33.2866 265.2717 1,331.46 69,235.92
04 34.2851 273.2291 1,371.40 71,312.80
22 of 24

Salary Tables - Munis [LIVE DATABASE]

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Pay Band Report

Effective Date 07/01/2017

Group/BU Code SOPL - SUPERIOR OFFICERS - POLICE

Pay Band

Grade/Rank LT

Description LIEUTENANTS

Pay Basis H - HOURLY

Pay Frequency W - WEEKLY

Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT

Default Pay Periods 52.0

Off-S

Hours Per Day .00

Hours Per Period 4

Hours Per Year 2,08

Days Per Period 5.00

Days Per Year 261.0

Use F

Base Rate

Comments Change was made by 3.0000%

No Dollar amount used.

Steps/Levels | Requirements

Step/Lev	Hourly Rate	Daily Rate	Period Salary	Annual Salary
01	36.1134	287.8011	1,444.54	75,116.08
02	37.9426	302.3770	1,517.70	78,920.40
03	39.7710	316.9490	1,590.84	82,723.68
04	40.9639	326.4564	1,638.56	85,205.12

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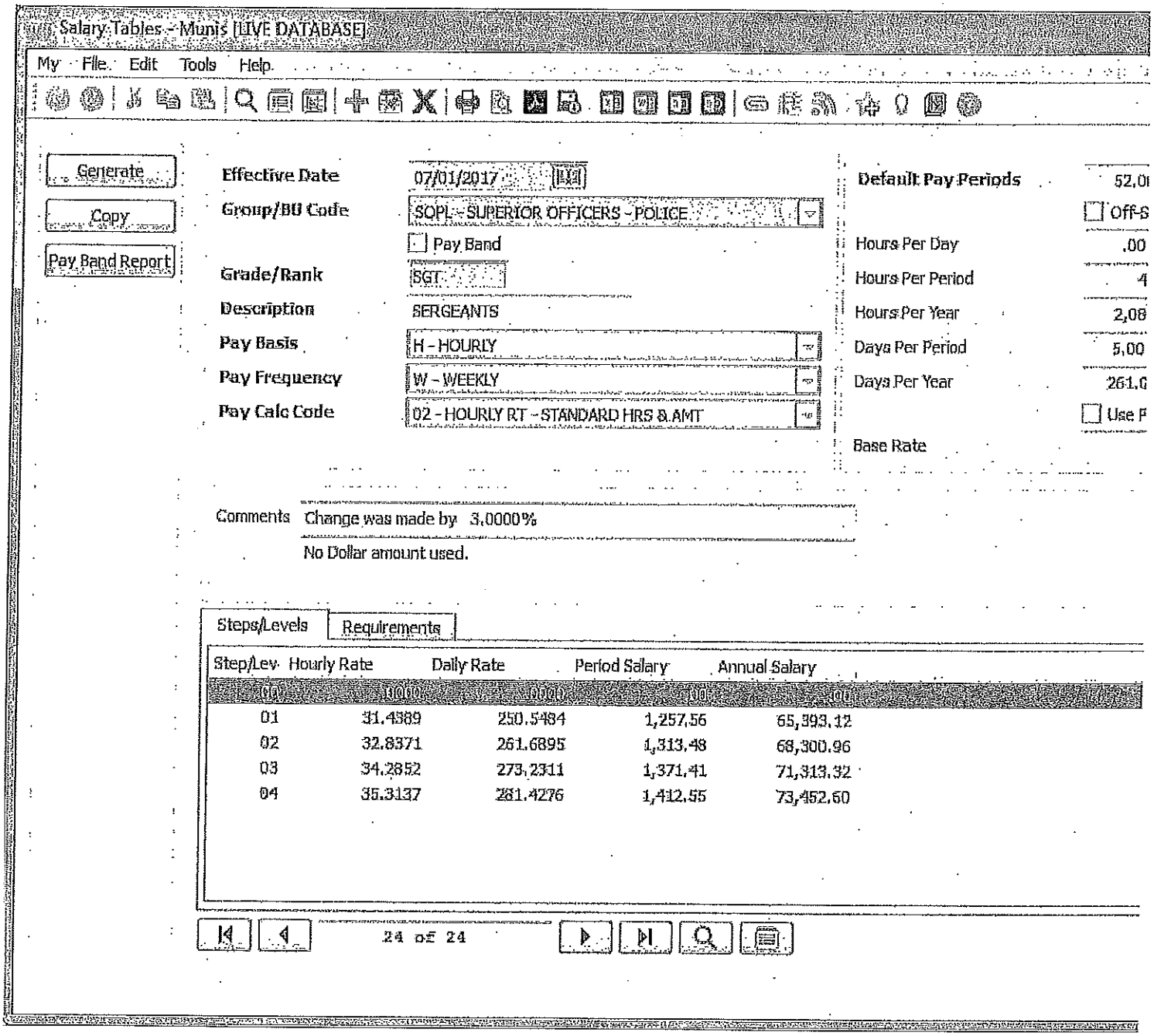
Salary Tables - Munis [LIVE DATABASE]
My File Edit Tools Help
Generate
Copy
Pay Band Report
Effective Date 07/01/2017
Group/BU Code SOPL - SUPERIOR OFFICERS - POLICE
Pay Band
Grade/Rank SGT
Description SERGEANTS
Pay Basis H - HOURLY
Pay Frequency W - WEEKLY
Pay Calc Code 02 - HOURLY RT - STANDARD HRS & AMT
Default Pay Periods 52,0
Off-S
Hours Per Day .00
Hours Per Period 4
Hours Per Year 2,08
Days Per Period 5,00
Days Per Year 261,0
Use F
Base Rate
Comments Change was made by 3.0000%
No Dollar amount used.
Steps/Levels
Requirements
Step/Lev Hourly Rate Daily Rate Period Salary Annual Salary
01 31.4389 250.5484 1,257.56 65,393.12
02 32.8371 261.6895 1,313.48 68,300.96
03 34.2852 273.2311 1,371.41 71,313.32
04 35.3137 281.4276 1,412.55 73,452.60
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APPENDIX B

TOWN OF PLYMOUTH
POLICE DEPARTMENT
MARCH 16, 1987

INJURED ON DUTY POLICY

The following constitutes a standard operating procedure relative to Police Department personnel who claim to be injured in the performance of their duty as a Police Officer. The actions and responsibilities described below shall be operative:

A. Police Officer's Responsibility

1. A Police Officer who is injured while on duty shall notify his Superior Officer forthwith as soon as practical and during the tour on which the injury occurred. As soon as possible thereafter (nature and seriousness of the injury being considered) the seriousness of the injury being considered) the injured party shall forward a letter to the Chief. Said letter shall be in the form of a sample herein provided and shall contain all the facts concerning the incident as well as the attending physician's written diagnosis, prognosis and medical attention.

2. The Superior Officer notified shall submit a report in complete detail to the Chief's office and if possible before the shift tour ends and if not possible within the 24 hours following.

3. In every injury case then the need for medical attention is obvious to the injured party or to his immediate supervisor, the injured person shall report for medical attention to the hospital, other emergency facility or doctor.

4. In the event the attending physician's report indicates as estimated absence from work in excess of two weeks, the Chief may, at his discretion, require the Police Officer to be examined by a Town appointed physician, who shall perform the following tasks:
   a. Review the nature of the injury.
   b. Review any prescribed medication and/or
   c. Advise if the Police Officer is capable of returning to full duty pursuant to General Laws, Chapter 41, Section 111F
   d. The estimated length of time, if any, the Police Officer be expected to be unable to perform any of the functions of a Police Officer.
   e. Whether or not the Police Officer is able to perform limited Police Officer duties in accordance with the provisions in the collective bargaining agreement for certification to work limited duty.
   f. In the case of a determination by the doctor that the Police Officer is totally incapacitated for work or is only able to perform limited duty, the

doctor shall advise the Chief of any restrictions to be imposed upon the activities of the injured party. The employee may have his attending physician submit in writing any comments relative to the recommended restrictions within five (5) days of the Town doctor's determination. The Town doctor will review the comments of the employee's attending physician and either modify or maintain the original restrictions. During this period, the Town doctor's shall be complied with. If the employee disagrees with this determination, he may seek an examination by a third doctor at his own expense form the list of agreed-upon doctors as per the limited duty provisions of the collective bargaining agreement. During this period, the Town doctor's restrictions shall be complied with. The decision of the third doctor shall be final and binding upon the Town and the Police Officer.

g. The recommended schedule for periodic examination by the Town appointed doctor.

5. If a Police Officer is physically unable to complete the reports at the time of the alleged injury, he shall complete them as soon as he is physically capable of doing so.

6. The police officer shall execute and deliver to the Chief a release for all medical and hospital record pertaining to said injury on a form provided by the Town.

7. The Police Officer shall be responsible for obtaining all reports and bills relating to his examination by his attending physician. No bills will be paid by the Town until all reports relating to the examinations have been received by the Town.

8. The Town shall not be financially responsible for the payment of the bills of any medical, psychological, or chiropractic personnel or facility engaged by the injured Police Officer unless specifically recommended in writing by the attending physician or Town-appointed doctor, or authorized by the Chief of Police.

9. Failure to comply with this procedure in Section A, paragraphs 1-9 inclusive, shall disqualify the Police Officer from consideration for injury on duty status. Any such action on the part of the Town is subject to the Police Officer's right of appeal under the grievance and arbitration provisions of the collective bargaining agreement or his right of appeal under the applicable provisions of the General Laws.

B. Department's Responsibility

1. After all reports have been satisfactorily completed and submitted to the Chief or his designee, the Chief or his designee shall determine whether the Police Officer qualifies for injured on duty status. The Chief will consider those factors deemed relevant under the provisions of Massachusetts General Laws, Chapter 41, Section 111F initial determination shall be made as soon as possible, and in any event no later than ten (10) days after the date of the injury based upon the information then available. Failure of the Police Officer to file reports because of his physical inability to do so shall not prevent the Chief from making a determination.

2. Prior to the time that a Police Officer's claim of IOD status is determined, the Police Officer claiming to be injured on duty shall be put on sick leave, provided and to the extent that the Police Officer is eligible for such benefit pursuant to the collective bargaining this agreement.

3. If the Chief, as per paragraph B-1 of this policy, determines that the Police Officer is
eligible for injured on duty status, the Police Officer is eligible for injured on duty status, the Police Officer's sick time shall be restored to his accumulation.

C. Termination of Injured on Duty Status

Any Police Officer who has been determined to be injured on duty by the Police Chief or his designee shall have such status terminated if any of the following takes place:

1. If the Police Officer returns to full duty or limited duty

2. If the Police Officer retires or is pensioned in accordance with Massachusetts General Law

3. If the Police Officer fails to comply with all obligations as outlined in this policy.

4. If the Police Officer resigns as a Police Officer.

5. If the Police Officer is terminated for just cause unrelated to Section 111F benefits and in accordance with applicable Massachusetts General Laws.

6. If the physician designated by the Board of Selectmen determines that the Police Officer is no longer incapacitated for any police duty pursuant to Massachusetts General Laws. Failure, without sufficient reason as determined by the Police Chief or his designee, by a Police Officer to appear at a medical examination called pursuant to this section may result in disciplinary action being taken against the Police Officer, subject to the Police Officer's right of appeal pursuant to the grievance and arbitration provisions of the Collective Bargaining agreement and the applicable provisions of the Massachusetts General Laws.

7. The Chief reserves the right at any time based upon new information to review an/or change his determinations.

D. Subsequent Injuries

In the case of any alleged injury on duty, whether an original claim or subsequent claim, all Police Officers and the Department shall comply with all of the procedures of this policy. In no case shall a Police Officer be granted injured on duty status until all of the procedures of this policy have been completed.

E. Miscellaneous

1. A Police Officer who has been declared totally incapacitated for duty shall not engage in any gainful employment except for non-physical, work-related activity within the Police Officer's domicile.

2. A Police Officer shall report for examination(s) when so requested, to a physician(s) designated by the Board of Selectmen

3. Failure to comply with the policies and procedures of this section shall warrant the Chief in terminating the Police Officer's injured on duty status, subject to the Police Officer's right of appeal pursuant to grievance and arbitration provisions of the collect bargaining agreement and the applicable provisions of the Massachusetts General Laws.

F. Miscellaneous

In any matter in dispute which is governed by both the provisions of this Policy and by the provisions of the Civil Service Law (Mass. General Laws, Chapter 31), the Police Officer may process his claim either through the grievance and arbitration procedure of this agreement or though the Civil Service Commission and/or Courts pursuant to M.G.L. Chapter 31. The Police Officer must submit a written election of procedure within ten working days, (excluding Saturday, Sunday and legal holidays) of the decision of the Chief which has given rise to the dispute involving the Police Officer. If the Police Officer elects to go to arbitration he shall submit a written waiver to his rights under Chapter 31 and vice-versa.

APPENDIX C

COURT TIME

The following constitutes the mutually agreed upon clarification of COURT TIME as refereed to in Article XII of the collective bargaining agreement between the Town of Plymouth and the Plymouth Police Superior Officers.

For contractual purposes – "Court" includes attendance at and meetings to prepare for attendance at any District Court, Superior Court, Federal Court, Depositions, administrative law hearings or appeals, regulatory agency hearings, and other judicial or quasi-judicial proceedings. All of the preceding apply to matters which arise out of the performance of duty for or on behalf of the Town of Plymouth but do not include an action filed by or on behalf of an officer or the Union.

An officer receiving a summons or otherwise directed to appear at a District, Superior, Federal or other court is entitled to travel expenses as provided for in the Mass. General Laws. Officers are reminded that, by statute, they are not entitled to travel expenses from the court if the officer's residence is in the same community as the court location. The Police Department will not pay for travel time or travel expenses for "Court" within Plymouth County. An officer receiving a summons or subpoena relating to a civil case or as a witness for a defendant in a criminal case, will inform the Chief or Captain upon receipt of the summons or subpoena.

Officers may use a cruiser, if available, for transportation to "Court" locations outside of Plymouth County. Officers must receive permission from the Shift Commander for use of a vehicle and time out/in will be logged in the Shift Commander's log.

Compensations: For all "Court" within Plymouth County – off duty officers will be paid at the rate of time and one-half for appearance at such "Court: or other place where the proceeding is being held, commencing at 9:00 AM on the court date (unless the summons indicates a later time for appearance in which case the appearance time will constitute starting time for pay purposes, or at a time directed to appear by the Chief) and ending at the termination of the court case on that day (Officers are guaranteed three hours minimum pay per the collective bargaining agreement). Officers must turn in to the Department any fees received as a result of being served summons or subpoena. Officers must submit both a Town time slip and properly filled out court slip for payment.

For "Court" outside Plymouth County – reasonable travel time will be paid from Plymouth Police Headquarters directly to and from the "Court". However, officers must turn in to the Police Department any fees received or enclosed with the summons or subpoena. State law prohibits an officer from receiving witness fees if he is also receiving compensation from a municipality to attend court. Additionally, officers using department transportation are prohibited by statue from receiving court paid travel expenses. Officers must submit a Town slip, a properly filled out court slip and summons (if served) to receive payment. The Police Department will reimburse officers for reasonable parking expenses (receipt required) incurred as a result of attendance at "Court" outside Plymouth County.

APPENDIX D

ECONOMIC REOPENER AGREEMENT

Upon completion of the Classification and Compensation study, the Plymouth Police Superior Officers Association may request the Town to reopen contract negotiations. The Town shall agree to reopen negotiations to consider the classification and compensation of the Plymouth Police Superior Officers Association.