AGREEMENT BETWEEN THE

TOWN OF PLYMOUTH, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

AND

COLLECTIVE BARGAINING RELIEF ASSOCIATION

FROM JULY 1, 2015 – JUNE 30, 2018

This Agreement entered into by the Town of Plymouth, hereinafter referred to as the Employer, and the Collective Bargaining Relief Association, hereinafter referred to as the Association, has its purpose the promotion of harmonious relations between the employer and the Association; 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.

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ARTICLE I

RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the permanent full time employees, and those employees who have been in continuous employment for a three-month period within a calendar year of the Department of Public Works or the Town of Plymouth Airport, excluding clerical employees and Superintendents and all other employees of the Town of Plymouth and including part-time employees per agreement reached between the parties (see Agreement). The number of such part-time employees shall not exceed 6 ½ % of the full-time workforce of the DPW bargaining unit without mutual consent of the Town and the Association.

The Association agrees that it will not file a grievance in any forum, regardless of the characterization of the dispute, concerning the full-time, part-time ratio in the future unless the number of part-time positions are increased relative to the number of full-time positions. The Association shall not file a grievance in the event that the number of full-time positions are reduced and the number of part-time positions remain the same. Furthermore, this shall not preclude the Town from hiring additional part-time employees so long as additional full-time employees are hired to maintain the appropriate ratio.

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:

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

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 Association is to receive notice of changes.

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

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.

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

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.

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

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

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

To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

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 Town.

To determine the quality of job performance and the qualifications for positions of employees.

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

All employees shall be required to report to work at the direction of the Director for a weather related emergency as determined by the Town Manager/Chair of the Board of Selectmen in consultation with the Director of Emergency management, Police Chief, Fire Chief and, if school is in session, the School Superintendent. Any employee may opt out of a call-in under this provision for up to two (2) times in a fiscal year.

The exercise or failure to exercise the full rights of management listed herein shall not be binding course of action taken in compliance with the provisions of this Article.

ARTICLE III

FAIR PRACTICES

As sole collective bargaining agent the Association will continue its policy of accepting into voluntary membership all eligible persons in the Association without regard to race, color, creed, national origin, sex or marital status. The Association will represent equally all persons without regard to membership, participation in or activities in the Association.

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 Association. 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 Association or changing any condition contained in this Agreement while the Agreement is in force and effect.

There shall be no discrimination by foremen, superintendents or other agents of the Employer, or by the Association against any employee because of his activity or membership or non-membership in the Association. 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.

The parties agree that employment practices required by any state or federal agency will not be considered a violation of this Agreement.

ARTICLE IV

ASSOCIATION 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 Association, 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 Association along with a list of employees who have had said dues deducted. Such remittance shall be made by the l5th day of the succeeding month.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Name Last Name Middle First

To: _____
Employer Department

Effective: _____
Date

I hereby request and authorize you to deduct from my earnings, (once) each (month) the amount established by the Association 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 Association ten (l0) 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 Association 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 COBRA shall, as a condition of employment during the life of this collective bargaining agreement, pay an agency service fee to COBRA in an amount that is equal to the amount that is required to become a member and remain a member in good standing in COBRA 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 COBRA 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 Association 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 COBRA 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 l50E, Section l2, and Chapter l80, Section l7A, 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.

The following procedure shall prevail in handling grievances. All grievances shall be submitted in writing to the Department Head and quote the specific articles that are being violated and how those articles are being violated, and what remedy is being sought. If a grievance is passed on from one step to another, then a letter from the unit 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 Association must also attach a copy of the written response they received at the previous step. All grievances must be filed within seven working days from the date of occurrence of the alleged violation, or within seven working days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based or it shall be deemed waived. Any grievance in course shall also be deemed to have been waived if the action required by the Association or the Employee to present it to the next level of the procedure shall not have been taken within the time specified therefore.

STEP I. The Association steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the department head within twelve (12) 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 dates of the date when the grievance was filed. Following the hearing, the department head will render a decision within five (5) days.

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

STEP 3. If the grievance is still unsettled, either party may, within thirty (30) days after the reply is due, by written notice to the other, request arbitration by the American Arbitration Association in accordance with its labor arbitration rules then in effect.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine the interpretation, meaning, or application of specific provisions of the 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 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 COBRA'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 M.G.L. Chapter l50C.

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 this Agreement, or recommend or award any relief for any period of the time prior to the effective date of this Agreement.

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 4 in the procedure. The party shall make a copy of the recording or transcript available to the other party.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the Arbitrator is to determine whether or not there has been a violation of a specific provision of the Agreement not excluded from arbitration.

ARTICLE VI

HOURS OF WORK

With certain exceptions noted below, the regular hours of work each day shall be consecutive except for interruptions for lunch periods: and the normal work day shall consist of eight (8) consecutive hours within the twenty-four hour period. Hours of work for the Cemetery Division are 7:00 a.m. until 3:30 p.m. Cemetery employees shall report to work at the DPW Annex on Camelot Drive in time to pick up their assigned vehicles by 7:00 a.m. and drive to the cemetery office. Expected arrival at the cemetery office to be on or about 7:15 a.m. Cemetery employees may leave the cemetery no earlier than 2:55 p.m., leave their town vehicles at the DPW Annex by 3:15p.m., have 15 minutes of clean up time, and leave the DPW Annex no earlier than 3:30 p.m. The Association and management acknowledge that there may be times when the cemetery workday will begin at 6:00 or 6:30 a.m. with the corresponding workday ending times being 2:30 or 3:00 p.m. These changes must be voluntary and not used to replace overtime opportunities for the cemetery unit members. Such changes in cemetery hours must be scheduled in advance by the Cemetery Superintendent. Exceptions to the above would be in emergency situations such as snow plowing and sanding, burials, in the operation of the street sweeper which the department head may vary except they shall not normally exceed eight (8) hours within a twenty-four hour period, and in the work schedule of those employees whose duties by necessity vary according to seasonal or other requirements and with whom appropriate arrangements may be made.

Regular recurring payments in the form of stipends will be considered regular compensation subject to retirement contributions.

The Association and the Town agree that in the event that the Town needs to assign a member of the Association to a split-site shift in the future, the Town will notify the Association of its intended assignment and provide the Association with an opportunity to bargain over the impact of the decision if it so chooses.

All airport bargaining unit positions shall have 2 consecutive days off per week.

ARTICLE VII

OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week.

Any employee called back to work on the same day after having completed his assigned work, and who has left his place of employment and before his next regular scheduled starting time, shall be paid at a rate of time and one-half (l l/2) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one-half (1½).

There may be times when an employee is called into work prior to the start of his next regularly scheduled shift on an emergency basis. An employee notified in advance to report for work before his/her regular starting time, or to work beyond his/her regular stopping time has not been called in on an emergency basis. If, however, an employee is called in to work on an emergency basis and the emergency call-in work ends with the beginning of the employee's regularly scheduled work day, the employee shall receive overtime pay only for those hours actually worked prior to the normal starting time. There is no pyramiding of pay and no guarantee of a minimum amount of overtime compensation. An employee notified of overtime pursuant to this Article is not entitled to "call-in" pay pursuant to this Article.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week; and a list shall be established and a number assigned to each person, who shall be called for overtime in numerical order beginning with the number succeeding that of the last person who was called for overtime. It is the agreement of the Town to utilize Town employees to work overtime, to perform work normally performed by those employees, to the extent possible based upon the availability of Town owned equipment and other considerations, such as, for example, the existing work load of the department and time constraints, prior to utilizing contractors. If, due to the workload of the Departments, or due to the need to use equipment not owned by the Town, or due to time constraints and outside contractors are used, no bargaining unite employee will be laid off as a result.

In the case of planned overtime for work normally performed by the bargaining unit, overtime will first be offered to members of the bargaining unit who normally perform such work (i.e. by department). If there is insufficient response from those employees, it shall then be offered to those employees on the centralized list. If the overtime still remains unfilled, personnel from outside the bargaining unit, including private contractors may be called in to complete the work. When overtime is required for Transfer Station coverage, it will first be offered to the full time Transfer Station workers, including the Special Heavy Equipment Operators. If none of these are available, it will be offered to a combined group of custodians and carpenters on a seniority basis. Each shift will be offered separately according to the system.

When in the case of emergencies or other urgent conditions personnel from other areas other than the area which normally performs such work, including private contractors, may be utilized, and they shall complete the task for which they were contracted. The Town will continue to utilize its' own employees, including on an overtime basis, and agrees to make reasonable efforts to relieve private contractors and personnel from other areas prior to relieving bargaining unit employees.

Compensatory time off, in lieu of overtime compensation is generally regulated by the provisions of the Fair Labor Standards Act. Compensatory time must be scheduled in the same manner as vacations are scheduled so as to not interfere with the normal operations of the Department.

The maximum compensatory time which may be accrued in any fiscal year is sixty (60) hours. Any compensatory time earned outside an employee's division must be used before May 31st of the fiscal year in which the time is earned.

The employer shall keep records in each division time-book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Association 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 Association steward in the appropriate division.

Overtime offered and/or assigned and not worked will be charged as worked to such employee in determining equality of overtime distribution.

Employees shall be available for a reasonable amount of overtime work. Because of the nature of municipal employment, overtime work is generally directly related to the health and safety of the public and it is agreed that the performance of emergency overtime duty is a part of the job. Employees on Modified (Light) Duty are not eligible for overtime.

Such units of equipment and personnel in the various Divisions that the Division Heads from time to time may declare to be available shall be used to assist the Highway Division in the removal of snow.

Pay shall continue during time off for meals and time taken shall be within reasonable limits.

On occasion, usually during emergencies, employees may work more than sixteen (16) consecutive hours. When employees work more than sixteen (16) consecutive hours they will be paid at twice their regular rate of pay for those consecutive hours worked beyond sixteen (16). If the continuous work carries on until the normal starting time of a regularly scheduled shift the employee will be compensated only at his regular rate of pay for hours worked during that shift.

During the day shift, including weekends, when an emergency call to an employee is made by the supervisor, a second employee may be assigned by the supervisor to respond after consultation with the first employee in instances where safety is concerned.

An employee who is out sick is NOT AVAILABLE for any overtime until he reports back to work on his next regular work shift, EXCEPT under conditions of an extreme emergency and only when rotation has been exhausted. An employee who is out for ONE vacation day IS AVAILABLE for any overtime after 3:30 p.m. of that day. This includes Personal Days and Compensatory Time days. An employee who takes one or more week vacation or a compensatory week IS ELIGIBLE for overtime during such week only after the Division Head has exhausted the entire rotation list of the Division.

ARTICLE VIII

SENIORITY

Continuous length of service of the employee in the bargaining unit from his date of last hire shall determine the seniority of the employee. Association officers and stewards shall be considered senior in the event of a decrease in the work force. Seniority shall not be broken by vacation time, sick time, injury leave, temporary lay-off, or authorized leave of absence as defined in this Agreement. Seniority shall be broken by resignation or termination for just cause.

The principal of seniority within a job classification shall govern and control in all cases of transfer, decrease or increase of the working force, as well a preference in 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 affected by the layoff shall be laid off first. Probationary employees shall be laid-off first, unless there is no other employee having a seniority rating in such job title qualified to perform the requirements of the probationer's job. If there is no such employee available, the probationary employee shall continue to be employed on such job. Such laid-off employees having a seniority rating shall have the right to bump other employees in the same or lower 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 laid-off. Employees may bump across Division lines, using the procedures previously outlined herein, provided that the employee is qualified to perform the duties of the job.

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 (l) year of service prior to layoff shall have recall rights for a maximum period of one (l) year. With respect to employees having less than one (l) 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.

The parties agree that the least senior employee will be laid-off in the event of a layoff unless the affected employee cannot be immediately replaced by a fully qualified and licensed employee within the bargaining unit.

In cases 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) working 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 Association president. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) day period. Within ten (10) working days after the expiration of the posting period, the Town Manager will award the position to the senior qualified applicant (however, subject to provisions of the next paragraph). 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.

An applicant's qualifications for promotion to a position involving supervision of other employees and/or the operation of specialized equipment (OM5 or greater) shall be determined by an evaluation of several factors which shall include experience (both prior to and during employment with the Town), his demonstrated ability to carry out work of the type included in the job description for which the application has been submitted, his attendance record, skills, permits and licenses in his possession, ability to supervise (if applicable), ability to communicate with others, including the public, and the information which the applicant submits in conjunction with his application. This article is subject to the grievance procedure as outlined in this Agreement.

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.

Pursuant to the MOA signed March 13, 2013, the Town may waive license/certification or other requirements in a job description in order to fill the job.

ARTICLE X

CLEAN UP TIME

Employees shall be granted a 15-minute personal cleanup period at the end of each work shift of eight (8) hours.

Work schedules shall be arranged so employees may take advantage of this provision wherever feasible.

ARTICLE XI

REST PERIODS

All employees work schedules shall provide for 15-minute rest period during the first one-half (1/2) shift. The rest period shall be scheduled at the middle of this one-half (1/2) shift. When conditions permit, employees may take a 15-minute rest period in the second half of their workday.

When conditions permit, employees may be granted time off on paydays to cash paychecks. This time period, which is to be limited to fifteen (15) minutes, shall be established by the designated crew leader or his supervisor in a manner that will ensure that the work effort of the crew will not be adversely affected.

Lunch periods shall be one half hour (30 minutes) in length and shall be taken at the jobsite. There will be no returning from ongoing jobsites back to the barn, shop, plant, garage, office, etc. for the lunch period. If the crew is on the jobsite and one or more of the crew members does not have a lunch with him, the crew leader may designate one individual to go for the other employees' lunches. Once he has returned, the crew may then stop for the specified amount of time for lunch.

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:

An employee in continuous service shall be granted two weeks vacation with pay provided he has completed thirty weeks of service prior to July 1st.

An employee with less than thirty weeks of continuous employment as of July first shall be granted one (l) day of vacation for each full month of continuous service completed prior to July first, but not to exceed one week of vacation.

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 three (3) weeks of vacation with pay.

An employee who has completed ten (l0) years of service shall, in the year during which this length of service is completed and thereafter, be granted four (4) weeks of vacation with pay.

Employees will earn one (1) additional vacation day at the beginning of the sixteen (16) year step each year until they have reached a five (5) weeks vacation at the twenty (20) year step.

An employee with a twenty-five (25) year step will earn six (6) weeks of paid vacation with the following conditions: Employees benefiting from the 6th week of vacation must use a minimum of one (1) full week of vacation at one time with a minimum of forty (40) hours notice. Denial is not subject to the grievance and arbitration procedure.

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

Upon termination of employment the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's estate.

Employees may carry-over vacation rights, on a limited basis, from vacation year to the following vacation year. The limitations are:

No more than two (2) weeks of vacation entitlement may be so "carried-over."

All of the "carried-over" vacation must be fully used within the next vacation year, or it will be lost for use by the employee.

The employee desiring to carry-over any of his vacation entitlement must request the same of his department head in writing, prior to the expiration of the vacation year; failing same, he will not be entitled to so carry-over vacation entitlement. 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.
Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, including the time during which they are not working because of sick leave, shall be paid an amount equal to the vacation allowance as accrued, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that 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 form the payroll.

An Employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday or Friday.

Vacation allowances provided under the terms of this section will be calculated on a twelve-month period commencing on July first and ending on June thirtieth, and these allowances must be taken in the twelve-month period that immediately follows. In unusual circumstances, exceptions may be granted by the department head. Such vacation shall be granted by the head of the department at such time as, in his opinion, will cause the least interference with the performance of the regular work of the Town.

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

An employee who is out for ONE vacation day IS AVAILABLE for any overtime after 3:30 p.m. of that day. This includes Personal Days and Compensatory Time days. An employee who takes one or more week vacation or a compensatory week IS ELIGIBLE for overtime during such week only after the Division Head has exhausted the entire rotation list of the Division.

Notwithstanding any past practice to the contrary, employees must give at least 24 hour notice in advance of using vacation unless emergency circumstances exist to the satisfaction of the Superintendent, who shall not discriminate against any member of the bargaining unit as provided for in the Fair Practices article of the collective bargaining agreement.

Vacation days will not be substituted for sick leave days unless the employee has no accrued sick leave and otherwise satisfies all other requirements provided in Article XVII-Sick Leave.

ARTICLE XIII

SAFETY COMMITTEE CODE

A safety committee composed of three (3) representatives of the Association and three (3) supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this agreement agree to enforce. Regardless of the promulgation of this code it is herein agreed that as a safety measure during sanding and plowing no less than two (2) men (drivers wherever possible) will be assigned to a truck.

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

ARTICLE XIV

HOLIDAYS

A. The following days shall be recognized as legal holidays:

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

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

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

(l) A person on an hourly basis shall receive one day's pay at his regular rate based on the number of hours regularly worked on the day on which the designated holidays occurs.

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

C. Payment under the provisions of this section shall be made provided the eligible employee shall have worked on his last two regularly scheduled working days prior to and next two regularly scheduled working days following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this Agreement.

D. An employee in continuous employment occupying a position in other than the Public Safety or Supervisory groups who performs work on one of the days designated in section A shall be paid at one and one-half (l l/2) times his regular rate for such day or fraction thereof in addition to the amount to which he is entitled under section B.

E. Beginning in 2016, the Town will allow employees to leave four (4) hours early on Christmas Eve and pay them for the full day if they are scheduled to work. This does not apply if the employee was already out or approved to be out on vacation time or out sick or any other paid or unpaid time off status. In those circumstances, the employee will be charged the full number of hours of the workday to their vacation/sick or other time.

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

PROTECTIVE CLOTHING AND UNIFORMS

A. If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such clothing or device will be furnished and maintained by the Employer to the extent of rubber boots, raincoats, safety helmets, and such other protective clothing or device as required by the majority vote of the safety committee. Replacement of such clothing shall require the turnover to the Town of the previous issue.

B. All employees are permitted to wear plain shirts of any color to be provided by the employees. The only acceptable markings will be the Town seal and/or name of the department/division. Employees who are not wearing the proper clothing when they report to work, shall be sent home.

Mechanics shall be supplied coveralls through purchase or rental.

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ARTICLE XVI

JURY DUTY AND SPECIAL LEAVE

A. 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.

B. Members of the military reserve on brief tours of military duty such as the annual two-week tour of duty may be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours shall not be counted against vacation.

ARTICLE XVII

SICK LEAVE

An employee in continuous employment shall be allowed ten (10) hours leave with pay for each month thereof provided such leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties. Each employee shall be entitled to use forty (40) hours of accumulated sick leave per year due to the serious illness of the employee's spouse, children or parents.

An employee in continuous employment shall be credited with the unused portion of leave granted under section A up to a maximum of 1,600 hours (1,440 for those employees who elect the Long-Term Disability Insurance benefit.)

An employee occupying a temporary or seasonal position shall not be granted paid sick leave.

An employee who is out sick is NOT AVAILABLE for any overtime until he reports back to work on his next regular work shift, EXCEPT under conditions of an extreme emergency and only when rotation has been exhausted.

The Town and the Association agree that the maintenance of good health and physical fitness are important to the successful performance of all duties and functions of the employees. Employees may be required to complete an annual physical examination. Employees are expected to be at work on a regular, continuing and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. An employee who exceeds the average number of separate times out for personal illness from the department in a year, shall be considered to be excessively absent, and in addition, any employee who uses all of his annual sick leave in any year, except for major illness or surgery, shall also be considered to be excessively absent.

If the amount of leave credit has been or is about to be exhausted, an employee may make application for advanced sick leave. Such application shall be made through the Town Manager which is authorized to grant such advanced sick leave it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for advanced sick leave.

An employee, in order to be eligible to use sick leave, must notify the Division Head 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 the 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 and may be required to provide additional doctor's certificates in the form set forth above from time to time at the discretion of the Department Head if such absence is prolonged on a daily basis unless other

arrangements are made. If deemed in the best interest of the Town, the Town Manager his designee 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. During such absence no salary or wage shall accrue to such employee except during periods of authorized sick leave in accordance with this Article.

In cases where the Department Head has reason to suspect that an employee is abusing the sick leave provided for in this article, in cases of excessive absenteeism or an unusual pattern of absences (including unexcused absences prior to or following a holiday, vacation period, weekend, or leave), the Department Head or his designee shall issue a written warning to the employee with a copy to be forwarded to the president of the Association. Following such notice the Department Head may require medical examination of an employee who following receipt of such warning reports his inability to report for duty because illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager or his designee. Such employee may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. The Town shall pay for such medical certificates.

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

Payments made under the provisions of this section shall be limited to an employee who is receiving Worker's Compensation to the difference between the amount paid in Worker's Compensation and the employee's regular rate. These payments which are to be made by the Town shall continue for not more than six (6) months unless extended beyond that period by the Board of Selectmen.

In the amount of payments made to an employee under the preceding sub-section the Board may debit the employee's sick leave accrual of such amounts as it determines to be equitable in relation to such payments.

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

ARTICLE XVIII

SPECIAL LEAVE

Bereavement Leave - Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be forty (40) scheduled hours of work, commencing upon the date of death of a spouse, child, or parent, unless other arrangements have been made with the Department Head. If an employee is at work on the date of death, said leave of thirty-two (40) hours would commence the next scheduled work day. For the purposes of this Article, the term "immediate family" shall mean the employee's mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, and spouse's grandparents. An Employee shall be granted leave for the day of the funeral services for uncle, aunt, cousin, niece, nephew, including the same for the spouse's side of the family.

Personal Leave - In any fiscal year, an employee shall be granted 16 hours of paid leave to conduct personal business under the following conditions:

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.

Personal leave may be taken in blocks of 4 hours or 8 hours.

Requests 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.

ARTICLE XIX

DISCIPLINE

Disciplinary action or measures shall include only the following: ORAL, REPRIMAND-WRITTEN, REPRIMAND-SUSPENSION (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.

If the employer intends to discipline an employee, the employee may request to have his Association steward present at such time.

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

DISCHARGE:

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for forty (40) hours. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Association 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 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.

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

ARTICLE XX

HEALTH AND WELFARE

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

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

OUTSIDE WORK

Employees performing work not included in their job classification for outside interests shall be reimbursed at one and one-half (1½) times their regular rate of pay.

ARTICLE XXII

ASSOCIATION REPRESENTATIVES

1. Association Business/Association Representatives

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

2. Access to Premises

The Employer agrees to permit representatives of the Collective Bargaining Relief Association to enter the premises at any time for individual discussion of working conditions with employee, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.

3. Paid Leave of Absence for Association Business

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

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

Time off without loss of pay shall be granted to up to five (5) Association members for the purpose of a negotiating committee attending negotiation sessions with the Town. The President of COBRA shall be permitted to attend all negotiation sessions pertaining to COBRA without loss of pay. Prior to the first collective bargaining session, the Association 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 DPW.

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 DPW.

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).

4. The Town agrees to deduct from the wages of any employee who is a member of the Association 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 Association. The Town agrees to remit any deductions made pursuant to this provision promptly to the Association with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XXIII

LONGEVITY

Each employee shall receive an annual longevity payment upon the following basis:

LENGTH OF SERVICE	AMOUNT PAID
5 years	$100
l0 years	$150
l5 years	$200
20 years	$250
25 years	$300

Those employees eligible for longevity shall receive their longevity pay in a separate check during the last pay period in November. Those employees who complete five, ten, fifteen, twenty, or twenty-five years of service in a given calendar year will be eligible for the respective amount in the calendar year they complete said number of years of service.

*Effective July 1, 2016

LENGTH OF SERVICE	AMOUNT PAID
5 years	$100
l0 years	$150
l5 years	$300
20 years	$550
25 years	$750
30 years	$1000

Those employees eligible for longevity shall receive their longevity pay during the last pay period of November. Those employees who complete five, ten, fifteen, twenty, twenty-five years, or thirty years of service will be eligible for the respective amount in the calendar year they complete said number of years of service and each year thereafter until reaching next level or maximum benefit level.

ARTICLE XXIV

CLASSIFICATION PLAN - PAY RATES

A. There shall be a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position. The wage schedules are attached to this Agreement as Appendix A - C and the Classification plan is attached as Appendix D. It is agreed that all employees must have the proper licenses for their classification, if they are required by either the Town or the State or Federal Government. Licenses must be in possession prior to an employee being promoted to a higher, or transferred to another classification. Employees who are in a classification, as of the date of ratification of this agreement, without being properly licensed, will have no more than one year from that date to obtain said licensing. Failure to be properly licensed after that date will subject an employee to be transferred or demoted to a classification for which he is properly licensed and otherwise qualified to perform.

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

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

1. On January 1st, or July 1st provided he has completed thirty (30) weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

2. Thereafter one (1) year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.

3. Employees in continuous part-time employment eligible for increments under the provisions of this sub-section shall be those occupying positions in classes for which compensation is provided in the compensation schedule contained in this Article.

Increments and salary adjustments for all employees, including those on the maximum step are not to be considered automatic; they shall be reviewed annually and approved or disapproved by the employer. The withholding of increments or salary adjustments will be for job related reasons. Employees shall be notified of the reasons in writing. They may request a meeting with the superintendent to discuss the reasons. The Superintendent will review the matter after six months. The provisions of this Agreement are subject to budgetary appropriation, approval and funding by the Town of Plymouth/Town Meeting.

D. 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 existing salary. If the resulting adjustment does not equal $300 annually, the adjustment shall be to the second rate above the existing rate but within the compensation grade of the vacant or new position.

Employees who are being transferred to a new position or who are being promoted shall be given a ninety (90) day trial period in the new position at the applicable rate of pay. If at any time during the trial period the employer determines that the employee is not qualified to perform the work, he shall be returned to his old position and old rate of pay.

E. 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 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.

F. All of the financial 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 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 appropriations to fund provisions or amendments to the Agreement, then the parties agree to renegotiate the economic provisions of this Agreement.

G. Wage re-opener: It is understood that if any other town-side managed collective bargaining group or non-Association 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

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 Association to insist, in any one or more situations, upon performance of any of the terms of provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Town or of the Association to future performance of any such term or provisions, and the obligations of the Association and the Town to such performance shall continue.

All written memoranda, oral or written agreements, policies, and employment and work practices, are existent, effective and enforceable as a grievance by the Association only to the extent they are expressly set forth in this Agreement. However, nothing in this Agreement shall preclude the Association from filing a charge of prohibited practice.

ARTICLE XXVI

GENERAL

The parties acknowledged that during negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Town and the Association, 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.

ARTICLE XXVII

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 Association 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 services.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slow down, or withholding of services, the Association 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 Association 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 under Civil Service Law and Rules.

ARTICLE XXVIII

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

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

1. Bulletin Boards - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. The Town agrees to post seminars relating to public works related issues.

2. No employee is to leave the job without permission of his Division Head except during the lunch hour.

3. The Town will attempt to fulfill work internally, however, the Town reserves the right to contract out work if it deems necessary based on work schedules, timelines of work, emergencies, equipment availability, public safety, or the like. The provisions of this paragraph are not intended to prevent the Superintendent, and/or Assistant Superintendent or Supervisors from operating pieces of equipment on occasions as the needs of the department require, for testing or moving the equipment.

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

   All routine, non specialized maintenance work in the Water Division, shall be done by bargaining unit members on regular time, or, at the discretion of the Water Superintendent after 7 day notification to the Union President (unless it is an emergency) on an overtime basis, if for reasons of lack of appropriate equipment, technology, and/or training the unit members cannot complete the task, Management and Association agree the job may be assigned through the proper procurement function to an outside contractor.

4. 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.

5. A person who works in a higher classification in the bargaining unit shall be paid at the rate of pay in the higher classification for the hours so worked.

6. The Employer agrees to institute in-service training programs for employees covered by this bargaining unit. The number and extent of such programs will be determined

after agreement between the Department Head, the Association and the Town Manager as to:

The need for such programs and
The identity of the participants in such programs.

All participants in in-service training programs will be voluntary.

So long as the number of hours of the training programs are divided in equal amounts of time between the employee's regular working hours and his non-working hours, then there shall be no additional compensation for attendance at the training program. Failure by designated employees to participate in in-service programs or withdrawal of such employees from any such program shall be noted in the employee's employment record.

The parties agree that the Town's mechanics will be sent to refresher courses on heavy equipment and new vehicles, subject to the availability of such courses and available funds.

7. The Employer agrees to reimburse employees for the renewal fee of Class A, Class B, and Hoisting Engineer's license, and the Employer agrees to pay for the DOT physical for the Hoisting Engineer's license, if the possession of the license in question is necessary for town work related purposes – as annually determined by the DPW Director and/or approved by the Town Manager. This determination may differ with the employee's job description.

   In addition, the employees for whom the Town agrees to pay for the Hoisting Engineer's license DOT physical "HE-DOT" must meet the following conditions: a. Employee's must give the Town 4 weeks written notice prior to taking the HE-DOT; b. Employees may take the HE-DOT physical at a facility recommended by Human Resources for this purpose at a negotiated rate. The facility may change from time to time. Or, the employee may submit documentation to show they have taken the physical through their primary care physician, at or below the negotiated rate; c. Employee shall be reimbursed for the cost of obtaining certifications, including tuition and fees, for job related certifications and licenses. They must be approved, in advance by the Director of Public Works; d. employees will be reimbursed for Continuing Education Units (CEUs) obtained by DPW employees to maintain the licenses required to do their jobs. The CEUs must be approved in advance by the DPW Director. The DPW Director will arrange for the instructors for the CEUs to be on-site ***annually*** 1-2 times per year (depending on the need). Overtime will not be granted if you do not attend one of the sessions provided to you; without prior written authorization from the DPW Director.

8. The parties have agreed to a payment of $400 for tools, to be divided between the craftsmen and mechanics. The superintendent will inventory said tools at the

commencement of each fiscal year and will monitor and approve any claims submitted by mechanics or carpenters for replacement of broken tools.

9. The Town shall post in each Department notices of seminars, classes, etc. which come to the attention of the Director.

10. Sanding and Plowing Policy -- When it is necessary to operate Town owned vehicles for the purpose of sanding or plowing roads or other areas due to winter storms, the Town will use all of the Department's equipment determined to be necessary to deal with the emergency or storm related conditions. (In addition to any privately owned equipment contracted for use by the Town.) Generally, the Town will assign two employees to each piece of equipment. If there are insufficient employees available then only one employee will operate a piece of equipment in order that the maximum amount of equipment is being used. When there are insufficient employees to operate all of the equipment with two people, the Town will assign one operator first to the less difficult, or smaller pieces of equipment. As additional employees become available, the one "man" vehicles will receive a second employee.

11. The COBRA vehicle (the bus) will be allowed to be parked on Town property within the gated lot of the Water Division on Long Pond Road. The bus shall be parked out of public view and have no political signs on it at any time. The Association agrees to indemnify the Town against any loss, damage or theft of the vehicle.

12. The Town agrees to compensate bargaining unit members who are randomly tested for drug and alcohol and who receive a negative test result a stipend of $100.00 for each test effective July 2001. The stipend will be paid within two pay periods of the date of the negative test result. The parties may mutually agree to discuss appropriate level for the stipend during any negotiations for a successor collective bargaining agreement.

13. Department of Public Works employees depending on the skills required will perform the building and ground maintenance at Memorial Hall. The Association and Management recognize that the Town Recreation Department and the non-profit management group will be running events and performing office duties at times when there will not be a custodian present. In these circumstances, the recreation employees of the Town and delegate for the non-profit will assume the duties of opening and closing the building. This arrangement would be in place up to 50 occupants of the building. When Memorial Hall is occupied by more than 50 occupants and less than 150, it is agreed that a custodian will be present to open and close the building. If these events occur outside the normal hours of the custodian's schedule, these hours will be paid for at a time and half rate of pay. When Memorial Hall is occupied by more than 150 occupants, there will be a custodian and maintenance man present. The rate of pay for this work will be time and half if these events occur outside of normal working hours. It is the goal to use public works employees to perform the majority of the maintenance of the building and grounds work at Memorial Hall. Both parties recognize that services now contracted out at

other municipal buildings will follow suit at Memorial Hall. It is anticipated that depending on the type of events taking place at Memorial Hall, it will require support groups to set up, move, clean, and take down equipment and facilities. Both parties recognize that this work is not common and owned by the DPW employees.

14. The Town and Association have agreed to allow the snowplowing of Water Pump Stations to be offered to all employees in the Water Division. The Town agrees to maintain 2 employees whenever entry is required into treatment buildings.

15. In the event that the cemetery crew must be augmented during regularly scheduled hours, the Superintendent will first seek help within the cemetery bargaining unit employees. If there are no available workers, the Master Seniority List will be called. If there is an involuntary assignment, a $30.00 stipend will be given to all employees involved in the burial. This stipend will be paid at the next payroll period. This is an experimental agreement.

16. The Town will compile a list (herinafter "the List") of qualified employees from the Highway Department to perform sidewalk snowplowing. The List will be provided to the Association on an annual basis for review and in the event that an individual is added to the List, the Town will supply the Association with an updated list. Any DPW employee who is not presently qualified to operate the sidewalk snowplows is eligible to receive training to operate such equipment. Upon satisfactory training on the use and operation of sidewalk snowplows, said employee(s) will be added to the List. In the event of a snowstorm requiring sidewalk snowplowing, the Town will offer sidewalk snowplowing work to the Highway Department employees on the List based on seniority before it contracts out any such work. Employees will rotate through the List starting with the most senior employee to the least senior employee. If an eligible employee from the List is assigned to snowplowing in a truck and said employee agrees to perform sidewalk snowplowing and is removed from the truck and there are no other eligible employees to be the second man in a truck, the parties agree that the Town shall be deemed to be in compliance with the parties collective bargaining agreement, including but not limited to Article XXIX.

17. On July 1, 2000, the Town ended the practice of allowing funeral directors to contract directly with private firms for the work necessary to prepare, open and close gravesites at the Manomet Cemetery.

18. The Town agrees to not schedule work at Forges Field for COBRA members, but should a situation beyond the control of the Town require work outside the scope of this contract, such as a major storm or other Act of God, COBRA members and management employees may be assigned to perform maintenance as their priority workload allows. Both parties agree to review this issue sixty days prior to the expiration of the park and field maintenance contract.

19. Surveillance cameras/devices will be used only as a deterrent to and evidence of theft and vandalism (or other crimes) and not for any other disciplinary purposes. These cameras will record video only with no audio recorded. The Association will have access to camera information if it is to be used for disciplinary purposes surrounding

theft, vandalism or other crimes. The Town will notify the Association when/if they add more cameras at more locations and is willing to meet with the Association to discuss those additions if the Association so requests. There will be no interior monitoring of buildings or monitoring of employees to observe job performance. Only video recordings as outlined above will occur; no audio monitoring will be conducted.

20. When there is a vacancy in the roll off truck assignment, a qualified mechanic will be assigned to this vehicle during the hours of the normal work week. If, however, the mechanic staff working at that time is less than two (2), management will go to a list of other qualified drivers. This list shall be prepared by the Association and approved by management in advance. If all qualified drivers refuse work, the Town will use a private contractor.

21. The Town agrees to require 2 custodians to staff Memorial Hall on Thanksgiving Day when UAINE request the use of the facility for a meal or other gathering. In addition, the Town agrees to provide to each custodian who works that day four hours off with pay within 30 days after the event at a time mutually agreeable to the Department Head and the employee.

22. The Custodian at the Senior Center shall be responsible for both the Manomet Recreation Center and the COA. The Town shall provide either a Town vehicle or pay the IRS standard mileage allowance to the Custodian responsible for both locations.

23. Employees will advise their supervisor in writing of any prescription medications they are taking that may reasonably be expected to have an impact on their performance.

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

25. During Snow and/or ice events, all DPW Foreman if working, shall report to the Highway Manger for snow removal/road treatment coordination and/or assignment(s).

26. The assigning of a Foreman to temporarily perform the duties of the Manager and/or Superintendent in the Manager and/or Superintendent's absence is part of the position description of the Foreman and is a past practice between the parties. This assignment is a management right, and COBRA is not a decision maker with respect to this temporary assignment.

    For the entire duration of time (such as a weekend) that the Foreman is temporarily performing the duties of the Manager and/or Superintendent, he/she will be paid at the Step 1 rate of the higher position. No other additional compensation shall be paid. He/she will not be eligible for contractual overtime for completing the duties and tasks of the Manager and/or Superintendent during such temporary assignment. This is expressly limited to the Foremen temporarily performing the work of the Superintendent/Manager in the absence of the Superintendent/Manager.

ARTICLE XXX

SICK LEAVE BUY-BACK PLANS

A. 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 $25.00 for each day of accumulated unused sick leave remaining in the account of said employee for fifty (50%) percent of the total hours of said accumulated sick leave, up to a maximum payment of Two Thousand Five hundred ($2500.00) Dollars. 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.

B. ANNUAL:

A maximum of three hundred dollars ($300.00) can be earned in each fiscal year based upon the employees use of allotted sick leave.

For each calendar quarter beginning July 1st during which no sick hours are used, an employee will earn a $75.00 cash bonus. An employee who is not available for work during a quarter because of a work related injury or for any other reason is ineligible for that quarter's incentive.
No cash bonus of any kind will be paid to any employee whose total annual use of sick leave exceeds fifty-six (56) hours during a fiscal year. Payments due hereunder will be made in July for the prior fiscal year.

Employees who accept the option of the Town's long term disability benefit will not be eligible for the Sick Leave Buyback Plans.

ARTICLE XXXI

PRORATED BENEFITS

Employees who are absent from work for any reason other than sick leave shall be paid and/or earn the following fringe benefits based upon the amount of time they are absent from employment during a fiscal year in accordance with the formula below:

Clothing Allowance
Vacation Leave
Sick Leave

Formula:

1. The 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 any reason other than paid sick leave for more than nine consecutive months or more in a fiscal year shall earn or be paid 25% of the listed benefits.

3. Employees who are absent from work for any reason other than paid sick leave for more than six consecutive months but less than nine months in a fiscal year shall earn or be paid 50% of the listed benefits.

4. Employees who are absent from work for any reason other than paid sick leave for more than three consecutive months but less than six months in a fiscal year shall earn or be paid 75% of the listed benefits.

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

Part-time employees:

All benefits to part-time employees shall be prorated based upon the hours normally worked. All part-time employees shall have bidding rights on job vacancies and overtime opportunities after the pool of full-time members has been exhausted. No part-time employees' hours of work or assignment of duties shall replace the overtime opportunities normally afforded full-time bargaining unit members.

ARTICLE XXXII

MILITARY LEAVE

Any employee other than an employee in a temporary position shall be entitled to a leave of absence to participate in military service in accordance with Federal and State laws and the Town of Plymouth Policy on Military Leave. 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 XXXIII

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. Ant 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 Association acknowledges that the Association 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 XXXIV

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 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 XXXV

LEAVE OF ABSENCE

An employee may apply for a Leave of Absence without pay for up to six (6) months at the sole discretion of the Town Manager. Such a decision shall not be subject to the parties' grievance and arbitration procedure.

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

ARTICLE XXXVI

DEFERRED COMPENSATION

The Town of Plymouth will match 15% of a permanent employee's weekly contribution to an approved Town deferred compensation plan. 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 XXXVII

AUTOMATIC VEHICLE LOCATOR (AVL)

1. The Association agrees to installation and activation of AVL in DPW vehicles and equipment for the primary purpose of further enhancing operational efficiency, quality of delivery of services to residents, repudiation of fraudulent insurance claims, snow and ice operations, and ensuring the safety of employees.

2. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of implementation of AVL systems. To that end, any disciplinary actions which is based in any part upon an AVL system finding or report must also be based on independent facts and justification which comport with the "just cause" standard in the collective bargaining agreement. Furthermore, it is agreed that the immediate supervisor and/or Foreman shall have the sole responsibility to make the initial determination as to whether an COBRA Association employee's activity, which has been identified via AVL technology, is appropriate or not.

3. The parties agree that this technology may not be used for the purpose of timing employee's work tasks, harassing employees, or tracking an employee's whereabouts when they are not being paid by the Town of Plymouth.

4. The parties agree that in order to ensure the safety of COBRA employees the Town will notify the Association annually with a list of individuals who have access to the AVL system, which shall be password protected. The Town expressly agrees that at no time in the future will the AVL system be made available in a public forum. Should the Town desire to allow remote internet access written notice to the Association shall be provided at least seven (7) days prior to usage.

5. The assigned Staff Representative, SEA Coordinator and/or COBRA Attorneys shall have access to any and all AVL system reports and/or data, upon request.

6. The parties agree that the tampering with or disabling of the AVL system may be ground for discipline.

7. The parties agree that they will meet to discuss changes to the system when those changes have an impact on the bargaining unit, or trigger an obligation by the Town to bargain under MGL Ch. 150E.

ARTICLE XXXVIII

MODIFIED WORK PROGRAM

The Town of Plymouth is committed to insure the health and safety of its employees. To help insure this goal is achieved and maintained, a Modified Work Program has been developed to assist health care professionals in providing a total care plan for an employee who is in the process of recovering from work-related illness/injury. Therefore, whenever deemed appropriate, as per this policy, temporary modified work assignments will be offered at the discretion of the Town.

Definition; Modified Work

1. Modified work is a temporary assignment by the employer of work-related tasks that can be performed by the recovering employee. These work-related tasks are ones that can be performed within the restrictions of the medical recommendations.

2. Modified work is based upon the written recommendation of a health care provider. This recommendation will provide a description of the specific, work-related physical activities which are to be restricted at the workplace for a temporary period of time.

Intent: Modified Work Program

1. To aid in the healing and rehabilitation process of an employee who is recovering from a work-related illness/injury.

2. To allow an employee with a temporary physical impairment to perform restricted work activities.

3. To allow an employee, following an absence from work due to an injury, to return to work in a manner that is deemed safe and appropriate.

Procedure: Modified Work Program

1. Written medical recommendations must be received and reviewed by the Employer prior to the restriction of any physical work-related activities. Each case will be handled independently and decisions to provide a modified work' setting will be determined case-by-case.

   A. Medical recommendations should come from either the treating physician involved with the case or the occupational health nurse working in con junction with the treating physician and/or treating staff.

   B. Medical recommendations should be based on a knowledge of the physical activities to be performed. As required, the Town will provide written job tasks and duties for the treating physician to review.

C. Medical recommendations must specifically state the types of physical activities that are to be restricted. These restrictions should also be described, whenever applicable. (For example: # of pounds able to lift).

D. The medical recommendations should also include diagnosis and/or symptoms which support the need for restriction of certain physical activities.

E. The duration of these restrictions, in terms of working days, should be included as part of the recommendation. If the number of days cannot be provided initially from the physical examination, a date of re-evaluation should be given in its place.

Modified work will be granted for a time period not to exceed eight (8) weeks. If during this time, a position becomes available that the employee is interested in bidding on, the employee will be required to supply written approval from his physician prior to the appointment. If an extenuating circumstance arises, where an employee is informed by the physician that the recuperation period will exceed the 8 week period, the Town Manager will determine if the additional recuperation time is reasonable based on the information supplied by the Association and the Personnel Director. If a disagreement arises between Association and management the grievance procedure will be utilized to resolve the dispute.

If an employee is reinsured after being transferred/promoted to a new position, the 90-day trial period referred to in Article XXIV of the collective bargaining agreement will be imposed.

ARTICLE XXXIX

MEMORANDUM OF AGREEMENT – SIX MEMBER CREW

WHEREAS the Town of Plymouth (hereinafter referred to as the "Town") and the COBRA(hereinafter referred to as the "Association") by mutual agreement, desire to combine the six member crew with the Highway Division within the Department of Public Works;

WHEREAS the Association (COBRA) is the exclusive bargaining representative for various positions in the Town;

WHEREAS the Town and the Association by mutual agreement, desire to protect the current status of certain employees within such divisions to the greatest extent possible, and;

WHEREAS the Town and the Association by mutual agreement, deem it would be in the best interests of the Town and the Public Works Department to incorporate the following language into the Collective Bargaining Agreement in order to provide effective services to the residents of Plymouth.

NOW THEREFORE the parties agree as follows:

1. The Association shall withdraw with prejudice the unfair labor practice charge currently pending against the Town for the posting of current positions.

2. The existing job description within the six member crew shall be eliminated.

3. The equivalency of these positions according to the current job classifications and compensation within the Highway Division shall be posted According to Article IX, Job Posting and Bidding, and Article XXIV, Classification Plan-Pay rates.

4. The anticipated five (5) new positions effective July 1, 2011 as approved at the last Annual Town Meeting held on April 2, 2011 shall be posted. It is also agreed that the successful applicant to any position of Heavy Motor Equipment Operator (HMEO) may, if meeting the criteria of five (5) years experience with the Town or prior to Town employment, has all the required licenses to operate Town equipment and has the demonstrated ability to operate said equipment, he/she may make request to the Division Head to be granted the incentive position of Special Heavy Motor Equipment Operator (SHMEO) upon approval of the Director of Public Works.

5. According to Article XXIV the, following employees shall be made whole by offering them their previous position prior to bumping.

    1) Michelle Arnold currently a Motor Equipment Operator in the Highway Division - offered Meter Reader/Repairman in the Water Division.
    2) Ernest Nichols currently a Meter Reader Repairman in the Water Division -offered Construction Technician III.
    3) Tom Olinger currently a Construction Technician II in the six member crew – offered Construction Technician III.
    4) Rick Holmes, currently a Construction Technician II in the six (6) member crew-

offered a Construction Leadman in the Highway Division.

6. This agreement is without precedent between the parties and shall not be admissible as evidence in any forum except to the extent necessary to enforce its terms.

ARTICLE XL

MEMORANDUM OF AGREEMENT – RELOCATION

This Memorandum of Agreement is entered into by and between the Town of Plymouth and the Collective Bargaining Relief Association (COBRA) whereas both parties agree to the following:

The Town of Plymouth and COBRA, after bargaining the impact will be relocating five (5) COBRA members. Three (3) employees from the Building Maintenance Shop as well as two (2) employees of the Sign shop of the Highway division.

The parties agree to relocate employees from the current building located at 25 South Russell Street to Cedarville at 31 Hedges Pond Road.

The Building maintenance employees (Leandro, Kearney, Galante) will be relocated to the "old Cedarville District Facility" located at 31 Hedges Pond Rd. Employees Kearney and Galante will start their normal shift at his location. Joe Leandro will start his day at 159 Camelot Drive, check in with the office at 7 AM and then proceed to the new Cedarville location using a town supplied vehicle.

Sign Shop employees Wesley Holmes and Marsha Eaton will be relocated to the upstairs area of the same building as above (31 Hedges Pond Road). Eaton will start her day at 31 Hedges Pond Road. Holmes, Traffic/Sign Leadman will have a truck available for pick up at 159 Camelot Drive location. (Truck #315 will be available to Mr. Holmes whenever possible).

This agreement is for the above named employees only. All other employees that are hired, promoted, transferred or otherwise employed by the town will be working at the appropriate locations assigned.

ARTICLE XLI

DURATION - RENEWAL - CHANGES

This agreement shall be in force and effect from July 1, 2015 through June 30, 2018 and shall remain in force and effect until June 30, 2018 or the date on which a successor Agreement is executed, whichever is later.

Either party may request revision of this Agreement by transmitting to the other party a termination notice no earlier than December 1, 2017. The parties shall forthwith seek establishment of a meeting for purposes of discussion of the proposed changes.

Nothing in this Article shall preclude the Association or the Employer from modifying any previous proposals during the course of the negotiations. (The provisions of this Article are subject to the terms of ARTICLE XXIV 9F).

FY16	2.0%	July 1, 2015	through	June 30, 2016
FY17	2.5%	July 1, 2016	through	June 30, 2017
FY18	3.0%	July 1, 2017	through	June 30, 2018

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

COBRA,

Adam Simmons

Dale M. Webber

Date 11-7-2016

TOWN OF PLYMOUTH
BOARD OF SELECTMEN

Date

Town of **Plymouth** Massachusetts

04/26/2016 07:47 | LIVE DATABASE
abernabe | SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	DPW DPW COBRA	OM1	DPW OM1	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	17.9345	142.9263	717.38	37,303.76
02	0.0000	18.3004	145.8431	732.02	38,065.04
03	0.0000	18.6775	148.8475	747.10	38,849.20
04	0.0000	19.0657	151.9416	762.63	39,656.76
05	0.0000	19.4650	155.1234	778.60	40,487.20
06	0.0000	19.8643	158.3051	794.57	41,317.64
07	0.0000	20.2858	161.6642	811.43	42,194.36
08	0.0000	20.6915	164.8978	827.66	43,038.32

07/01/2015	DPW DPW COBRA	OM2	DPW OM2	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	18.6443	148.5825	745.77	38,780.04
02	0.0000	19.0325	151.6766	761.30	39,587.60
03	0.0000	19.4317	154.8584	777.27	40,418.04
04	0.0000	19.8310	158.0402	793.24	41,248.48
05	0.0000	20.2415	161.3116	809.66	42,102.32
06	0.0000	20.6629	164.6707	826.52	42,979.04
07	0.0000	21.0954	168.1174	843.82	43,878.64
08	0.0000	21.5173	171.4785	860.69	44,755.88

07/01/2015	DPW DPW COBRA	OM3	DPW OM3	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.3985	154.5934	775.94	40,348.88
02	0.0000	19.7978	157.7752	791.91	41,179.32
03	0.0000	20.2081	161.0446	808.32	42,032.64
04	0.0000	20.6296	164.4037	825.18	42,909.36
05	0.0000	21.0511	167.7628	842.04	43,786.08
06	0.0000	21.4947	171.2992	859.79	44,709.08
07	0.0000	21.9384	174.8356	877.54	45,632.08
08	0.0000	22.3772	178.3321	895.09	46,544.68

APPENDIX A

Town of **Plymouth** Massachusetts

04/26/2016 07:47 | LIVE DATABASE
abernabe | SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	DPW DPW COBRA	OM4	DPW OM4	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.0751	159.9847	803.00	41,756.00
02	0.0000	20.4855	163.2561	819.42	42,609.84
03	0.0000	20.9180	166.7028	836.72	43,509.44
04	0.0000	21.3505	170.1496	854.02	44,409.04
05	0.0000	21.7942	173.6860	871.77	45,332.04
06	0.0000	22.2378	177.2204	889.51	46,254.52
07	0.0000	22.7048	180.9421	908.19	47,225.88
08	0.0000	23.1589	184.5621	926.36	48,170.72

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	DPW DPW COBRA	OM5	DPW OM5	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.6833	172.8014	867.33	45,101.16
02	0.0000	22.1270	176.3378	885.08	46,024.16
03	0.0000	22.5927	180.0495	903.71	46,992.92
04	0.0000	23.0586	183.7612	922.34	47,961.68
05	0.0000	23.5355	187.5626	941.42	48,953.84
06	0.0000	24.0236	191.4516	960.94	49,968.88
07	0.0000	24.5226	195.4284	980.90	51,006.80
08	0.0000	25.0131	199.3373	1,000.52	52,027.04

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	DPW DPW COBRA	OM6	DPW OM6	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.4135	186.5903	936.54	48,700.08
02	0.0000	23.9015	190.4794	956.06	49,715.12
03	0.0000	24.3895	194.3684	975.58	50,730.16
04	0.0000	24.8997	198.4348	995.99	51,791.48
05	0.0000	25.4211	202.5888	1,016.84	52,875.68
06	0.0000	25.9423	206.7428	1,037.69	53,959.88
07	0.0000	26.4857	211.0742	1,059.43	55,090.36
08	0.0000	27.0154	215.2959	1,080.62	56,192.24

Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	DPW DPW COBRA	OM7	DPW OM7	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	25.1658	200.5546	1,006.63	52,344.76
02	0.0000	25.6872	204.7107	1,027.49	53,429.48
03	0.0000	26.2196	208.9523	1,048.78	54,536.56
04	0.0000	26.7631	213.2837	1,070.52	55,667.04
05	0.0000	27.3287	217.7923	1,093.15	56,843.80
06	0.0000	27.8943	222.2990	1,115.77	58,020.04
07	0.0000	28.4711	226.8953	1,138.84	59,219.68
08	0.0000	29.0405	231.4339	1,161.62	60,404.24

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Town of **Plymouth** Massachusetts

04/26/2016 10:52 | LIVE DATABASE
abernabe | SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	DPW DPW COBRA	OM1	DPW OM1	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	18.3829	146.5005	735.32	38,236.64
02	0.0000	18.7579	149.4890	750.32	39,016.64
03	0.0000	19.1444	152.5692	765.78	39,820.56
04	0.0000	19.5423	155.7390	781.69	40,647.88
05	0.0000	19.9516	159.0005	798.06	41,499.12
06	0.0000	20.3609	162.2639	814.44	42,350.88
07	0.0000	20.7929	165.7067	831.72	43,249.44
08	0.0000	21.2088	169.0199	848.35	44,114.20

07/01/2016	DPW DPW COBRA	OM2	DPW OM2	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.1104	152.2982	764.42	39,749.84
02	0.0000	19.5083	155.4680	780.33	40,577.16
03	0.0000	19.9175	158.7295	796.70	41,428.40
04	0.0000	20.3268	161.9910	813.07	42,279.64
05	0.0000	20.7475	165.3441	829.90	43,154.80
06	0.0000	21.1795	168.7868	847.18	44,053.36
07	0.0000	21.6228	172.3192	864.91	44,975.32
08	0.0000	22.0552	175.7660	882.21	45,874.92

07/01/2016	DPW DPW COBRA	OM3	DPW OM3	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.8835	158.4585	795.34	41,357.68
02	0.0000	20.2927	161.7200	811.71	42,208.92
03	0.0000	20.7133	165.0711	828.53	43,083.56
04	0.0000	21.1453	168.5139	845.81	43,982.12
05	0.0000	21.5774	171.9586	863.10	44,881.20
06	0.0000	22.0321	175.5807	881.28	45,826.56
07	0.0000	22.4869	179.2067	899.48	46,772.96
08	0.0000	22.9366	182.7890	917.46	47,707.92

APPENDIX B

Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	DPW DPW COBRA	OM4	DPW OM4	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.5770	163.9853	823.08	42,800.16
02	0.0000	20.9976	167.3364	839.90	43,674.80
03	0.0000	21.4410	170.8708	857.64	44,597.28
04	0.0000	21.8843	174.4032	875.37	45,519.24
05	0.0000	22.3391	178.0273	893.56	46,465.12
06	0.0000	22.7937	181.6513	911.75	47,411.00
07	0.0000	23.2724	185.4667	930.90	48,406.80
08	0.0000	23.7379	189.1764	949.52	49,375.04

07/01/2016 DPW DPW COBRA OM5 DPW OM5 H HOURLY W WEEKLY 02 52.0000 .00 40.00 5.00 .00 261.00 N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.2254	177.1228	889.02	46,229.04
02	0.0000	22.6802	180.7468	907.21	47,174.92
03	0.0000	23.1575	184.5502	926.30	48,167.60
04	0.0000	23.6351	188.3556	945.40	49,160.80
05	0.0000	24.1239	192.2526	964.96	50,177.92
06	0.0000	24.6242	196.2392	984.97	51,218.44
07	0.0000	25.1357	200.3156	1,005.43	52,282.36
08	0.0000	25.6384	204.3221	1,025.54	53,328.08

07/01/2016 DPW DPW COBRA OM6 DPW OM6 H HOURLY W WEEKLY 02 52.0000 .00 40.00 5.00 .00 261.00 N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.9988	191.2544	959.95	49,917.40
02	0.0000	24.4990	195.2411	979.96	50,957.92
03	0.0000	24.9992	199.2277	999.97	51,998.44
04	0.0000	25.5222	203.3957	1,020.89	53,086.28
05	0.0000	26.0566	207.6533	1,042.26	54,197.52
06	0.0000	26.5909	211.9130	1,063.64	55,309.28
07	0.0000	27.1478	216.3499	1,085.91	56,467.32
08	0.0000	27.6908	220.6772	1,107.63	57,596.76

Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	DPW DPW COBRA	OM7	DPW OM7	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 2.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	25.7949	205.5693	1,031.80	53,653.60
02	0.0000	26.3294	209.8290	1,053.18	54,765.36
03	0.0000	26.8751	214.1762	1,075.00	55,900.00
04	0.0000	27.4322	218.6172	1,097.29	57,059.08
05	0.0000	28.0119	223.2374	1,120.48	58,264.96
06	0.0000	28.5917	227.8576	1,143.67	59,470.84
07	0.0000	29.1829	232.5695	1,167.32	60,700.64
08	0.0000	29.7665	237.2196	1,190.66	61,914.32

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Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	DPW DPW COBRA	OM1	DPW OM1	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	18.9344	150.8956	757.38	39,383.76
02	0.0000	19.3206	153.9718	772.82	40,186.64
03	0.0000	19.7187	157.1456	788.75	41,015.00
04	0.0000	20.1286	160.4110	805.14	41,867.28
05	0.0000	20.5501	163.7701	822.00	42,744.00
06	0.0000	20.9717	167.1312	838.87	43,621.24
07	0.0000	21.4167	170.6775	856.67	44,546.84
08	0.0000	21.8451	174.0904	873.80	45,437.60

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	DPW DPW COBRA	OM2	DPW OM2	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	19.6837	156.8667	787.35	40,942.20
02	0.0000	20.0935	160.1321	803.74	41,794.48
03	0.0000	20.5150	163.4912	820.60	42,671.20
04	0.0000	20.9366	166.8503	837.46	43,547.92
05	0.0000	21.3699	170.3050	854.80	44,449.60
06	0.0000	21.8149	173.8513	872.60	45,375.20
07	0.0000	22.2715	177.4893	890.86	46,324.72
08	0.0000	22.7169	181.0397	908.68	47,251.36

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	DPW DPW COBRA	OM3	DPW OM3	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.4800	163.2123	819.20	42,598.40
02	0.0000	20.9015	166.5713	836.06	43,475.12
03	0.0000	21.3347	170.0241	853.39	44,376.28
04	0.0000	21.7797	173.5704	871.19	45,301.88
05	0.0000	22.2247	177.1168	888.99	46,227.48
06	0.0000	22.6931	180.8484	907.72	47,201.44
07	0.0000	23.1615	184.5821	926.46	48,175.92
08	0.0000	23.6247	188.2739	944.99	49,139.48

APPENDIX C

Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	DPW DPW COBRA	OM4	DPW OM4	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.1943	168.9044	847.77	44,084.04
02	0.0000	21.6275	172.3571	865.10	44,985.20
03	0.0000	22.0842	175.9971	883.37	45,935.24
04	0.0000	22.5408	179.6351	901.63	46,884.76
05	0.0000	23.0093	183.3687	920.37	47,859.24
06	0.0000	23.4775	187.1004	939.10	48,833.20
07	0.0000	23.9706	191.0293	958.82	49,858.64
08	0.0000	24.4500	194.8506	978.00	50,856.00

07/01/2017	DPW DPW COBRA	OM5	DPW OM5	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.8922	182.4363	915.69	47,615.88
02	0.0000	23.3606	186.1680	934.42	48,589.84
03	0.0000	23.8522	190.0869	954.09	49,612.68
04	0.0000	24.3442	194.0078	973.77	50,636.04
05	0.0000	24.8476	198.0184	993.90	51,682.80
06	0.0000	25.3629	202.1266	1,014.52	52,755.04
07	0.0000	25.8898	206.3244	1,035.59	53,850.68
08	0.0000	26.4076	210.4506	1,056.30	54,927.60

07/01/2017	DPW DPW COBRA	OM6	DPW OM6	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	24.7188	196.9923	988.75	51,415.00
02	0.0000	25.2340	201.0985	1,009.36	52,486.72
03	0.0000	25.7492	205.2048	1,029.97	53,558.44
04	0.0000	26.2879	209.4982	1,051.52	54,679.04
05	0.0000	26.8383	213.8834	1,073.53	55,823.56
06	0.0000	27.3886	218.2685	1,095.54	56,968.08
07	0.0000	27.9622	222.8409	1,118.49	58,161.48
08	0.0000	28.5215	227.2978	1,140.86	59,324.72

Town of **Plymouth** Massachusetts

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abernabe | SALARY TABLES | pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	DPW DPW COBRA	OM7	DPW OM7	H HOURLY	W WEEKLY	02	52.0000	.00	40.00	5.00	.00	261.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	26.5687	211.7356	1,062.75	55,263.00
02	0.0000	27.1193	216.1228	1,084.77	56,408.04
03	0.0000	27.6814	220.6035	1,107.26	57,577.52
04	0.0000	28.2552	225.1759	1,130.21	58,770.92
05	0.0000	28.8523	229.9336	1,154.09	60,012.68
06	0.0000	29.4495	234.6933	1,177.98	61,254.96
07	0.0000	30.0584	239.5467	1,202.34	62,521.68
08	0.0000	30.6595	244.3362	1,226.38	63,771.76

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DEPARTMENT OF PUBLIC WORKS

SALARY SCHEDULE

APPENDIX D

GRADE	POSITION TITLE
OM1	LABORER
	BUILDING CUSTODIAN
	MOTOR EQUIPMENT OPERATOR
	TRANSFER STATION OPERATOR
	OPERATIONS WORKER- AIRPORT (part-time)
OM2	MAINTENANCE WORKER
	METER READER/REPAIRMAN
OM3	HEAVY MOTOR EQUIPMENT OPERATOR
	OPERATIONS WORKER- AIRPORT
	BUILDING MAINTENANCE APPRENTICE
OM4	CONSTRUCTION MAINTENANCE LEADMAN (CEMETERY)
	SPECIAL HEAVY MOTOR EQUIPMENT OPERATOR (SHMEO)
	OPERATIONS-AIRPORT (CLASS B & HOISTING LIC.)
	TREE CLIMBER/AERIAL LIFT OPERATOR
	SPECIAL REPAIRMAN (SMALL MOTOR EQUIP. REPAIRMAN) *
OM5	SPECIAL HEAVY MOTOR EQUIPMENT OPERATOR (TRAINER)
	CEMETERY FOREMAN
	COMPLIANCE SAMPLER/MAINTENANCE WORKER
	CONSTRUCTION MAINTENANCE LEADMAN (HIGHWAY & WATER)
	FACILITIES MAINTENANCE/ASST. OPERATIONS DIRECTOR (AIRPORT)
	TREE CLIMBER/AERIAL LIFT OPERATOR-LEADMAN
	MECHANIC/MAINTENANCE WORKER
	SERVICE TECHNICIAN
OM6	ASST. PLANT OPERATOR - WASTEWATER
	ASST. PUMPING STATION OPERATOR -WATER
	HIGHWAY FOREMAN
	MASTER MECHANIC (SPECIALIZED AUTO TECHNICIAN)
	PARKS FOREMAN
	TRAFFIC SAFETY LEADMAN
OM7	MAINTENANCE FOREMAN
	OPERATIONS SUPERVISOR-AIRPORT
	PLANT OPERATOR-WASTEWATER
	PUMPING STATION OPERATOR-WATER
	WASTEWATER FOREMAN
	WATER FOREMAN
	WORKING SHOP FOREMAN/MASTER MECHANIC
	CROSS CONNECTION CONTROL/METER READER FOREMAN
	BUILDING MAINTENANCE CRAFTSMAN
	* Reclassified to OM5 effective 7/1/2016