

MEMORANDUM OF AGREEMENT

This Memorandum Agreement is entered into by and between the Town of Plymouth (Town) and SEIU, Local 888 (Union).

Whereas, the Town and Union are parties to a collective bargaining agreement for the period July 1, 2009 through June 30, 2012; and

Whereas, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E negotiated the terms of a successor agreement.

Now, therefore, in consideration of mutual promises, the parties agree as follows:

1. The terms and conditions of employment set forth in the Collective Bargaining Agreement for the period July 1, 2009 through Jun 30, 2012 shall remain in full force and effect for the period July 1, 2012 through June 30, 2015, except as amended herein.
2. Payroll will move to biweekly and mandatory direct deposit is required. This change will take effect after 30 days' notice to the employees has been provided. This change will not be printed in the CBA.
3. COLA for each fiscal year (to take place for July 1, 2012 -this is retroactive, so it will be processed as soon as practicable), July 1, 2013, July 1, 2014).
This will be reflected in Article XIII –
Salaries: July 1, 2012 1.5%
July 1, 2013 1.5%
July 1, 2014 1%
4. Classification and Compensation study to begin in FY14 (as a side note, this will include a review of job descriptions to determine if the position should be 37.5 or 40 per week). This statement shall not be included in the CBA.
5. Replace Article XXXVII – Reopener to the following language “It is understood that if any other town side managed collective bargaining group reaches an agreement for a salary-related increase during the lifetime of this contract only (2012 -2015), the contract will be reopened on the issue of salary increases. A “salary-related increase” shall be defined as COLA and/or stipends. This article shall not apply when a greater wage increase is awarded as the result of an arbitrator’s decision or a reclassification.”

6. **Beginning September 3, 2013, (after Labor Day) Town Hall hours shall be changed to Monday through Friday, 7:30 a.m. to 4:00 p.m. with one (1) hours for lunch for all SEIU members.** Members can also select to work a 4-day work week subject to the needs of their department and with the approval of their immediate manager. Schedules must be on file with the town and will be reviewed annually.
7. **Add the following language to Article VI, Holidays: One half-day off on Christmas Eve as long as it falls on a work day.****

** Town will allow employees to leave at noon on Christmas Eve and pay them for the full day only if they are scheduled to work. If for emergency reasons the employee is required to stay by Dept. Head, they will be given 4 hours paid time off at a mutually agreed upon day within the next 6 months.

8. **Amend Article XVII, Vacation Leave, Section 2.B. to read as follows: Employees hired on or after July 1, 2011, will begin accruing vacation on a weekly basis according to the chart below as of July 1, 2012. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at six (6) month anniversary of employment.**

Years of Service	Vacation Days	Hourly Weekly Accrual Rate (7.5 per day)	Hourly Weekly Accrual Rate (8 per day)
0 up to 2	10	1.44	1.54
2	10	1.44	1.54
3	10	1.44	1.54
4	10	1.44	1.54
5	10	1.55	1.54
6	10.5	1.54	1.64
7	11	1.63	1.75
8	12	1.73	1.85
9	12.5	1.83	1.95
10 & 11	13	1.92	2.05
12 & 13	14	2.02	2.15
14 & 15	14.5	2.11	2.25
16 & 17	15	2.21	2.36
18 & 19	16	2.31	2.46
20	16.5	2.41	2.57

9. **Amend Paragraph 2, Article VIII, as follows: "Employees who are required to attend meetings outside normal work hours as a condition of their employment shall be paid overtime. All full-time employees who worked their regular hours on a day on which a meeting occurs will be guaranteed a minimum of **three (3)** ~~one (1)~~ hours at time and one half (1 ½) for night meetings, call backs and special assignments."**

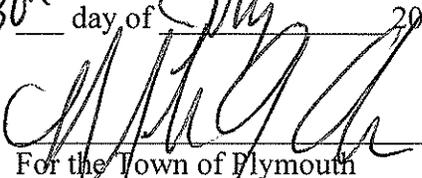
10. Language Changes in contract – clerical in nature or information is no longer in effect:
 1. Delete Article XXXVIII – Temporary Census Clerk
 2. In Article XXXI – Temporary Transfers – Delete the 1st sentence that reads, “Employees in this bargaining unit are classified as C-1, C-2, C-3, C-4, or C-5.”
 3. In Article XXXII – Approved Status – Change ‘48 hours’ to ‘2 working days’

11. Add the following language to Article XVII – 13: “No employee may take consecutive vacation time in excess of two weeks without specific permission from the Town Manager, or his/her designee. This decision is not grievable or arbitrable.”

12. **Amend Article XI, Duration Clause, to read as follows:** This Agreement will be effective **July 1, 2012** and will continue to remain in full force and effect to and including **June 30, 2015** and shall thereafter automatically renew itself for terms of one (1) year unless by December 1st of the year prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract or amendment thereto.

13. Addition of the following clause to Article XI: “Evergreen” If Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.”

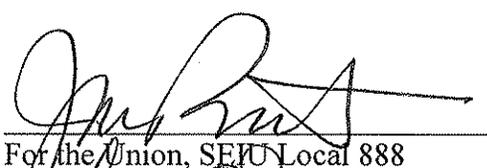
Wherefore, the parties have caused this Memorandum of Agreement to be executed this 30th day of July, 2013.



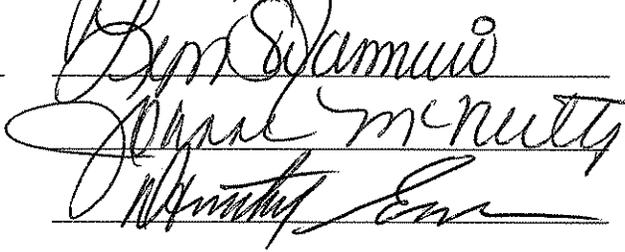
 For the Town of Plymouth

7/30/13

 Date



 For the Union, SEIU Local 888



 Date