

**SPECIAL TOWN MEETING
April 2, 2016**

The Moderator called the meeting to order at 8:55 AM. He noted that the return of the warrant of the Special Town Meeting showed that it had been properly served. With no objection, Town Meeting waived the reading of the Constable's Return of Service and waived the reading of the warrant.

ARTICLE 1:

Mr. Moody moved that the Town vote to amend the Personnel By-Law in accordance with the memorandum dated February 4, 2016 from the Director of Human Resources located on page 19, and the SEIU Collective Bargaining Agreement - Memorandum of Agreement dated December 23, 2015 located on pages 20-24 of the Special Town Meeting Report and Recommendations of the Advisory & Finance Committee.

MEMORANDUM OF AGREEMENT

December 23, 2015

(NOTICE – Numbers 3, 4, 5, 6, 11, 14, 15, and 16 to take place after Town Meeting. Numbers 9, 10, 12, 13, and 17 to take place in Year 2 of new CBA)

Acting subject to ratification by the membership of Local 888 SEIU ("the Union") and by the Plymouth Board of Selectmen, representatives of the Union and the Town agree as follows:

1. Life Insurance increased to \$15,000 for active employees (this is not to be incorporated into the new CBA and will take effect as soon as practicable)
2. Pay Date moves to Friday (this is not to be incorporated into the new CBA and will take effect as soon as practicable)
3. Eliminate practice of separate checks (this language will not be incorporated into the new CBA)
4. Change language in Article II – Vacancies and New Positions regarding seniority as follows:
"Within a reasonable period of time to allow for reviewing applications and conducting interviews, the Department Head will notify the Town Manager which applicant is being recommended for appointment. When two (2) or more of the qualified personnel are Town employees and all have the same qualifications, ~~the senior employee shall be selected~~ the Town Manager **will make the final decision without regard to seniority.**"
5. Change language in Article II – Vacancies and New Positions regarding probationary employees as follows:
"All employees who are new to this bargaining unit shall be considered as probationary employees. They shall remain as probationary employees for ~~three (3)~~ **four (4)** calendar months. During probation, employees may be discharged without cause and shall not be able to grieve any discharge."
6. Change to Article VII – Work Week regarding removal of 4 day work week language:
~~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) hour 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 language to Article VII – Work Week to incorporate the Memorandum of Agreement dated November 25, 2015:

When the Plymouth Town Hall, Senior Center or Library is closed or has reduced hours due to weather events or Town-wide public emergency, all Union members, both within and outside those buildings, shall be paid their regular work day salary. Any Union member who is asked to and agrees to work, shall receive compensatory time (equal to the hours worked, i.e., at straight time) and be paid at time-and-a-half (1 ½) for hours worked. Employees who are asked to and agree to work during a weather event or public emergency that occurs on a holiday shall receive compensatory time (equal to hours worked, i.e., straight time) and be paid at time-and-a-half (1 ½) for hours worked. All compensatory time earned pursuant to this agreement must be used within 30 days or will be lost.

8. Change language in Article XIII – Salaries to reflect COLA increases:

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

9. Change language in Article XVII – Vacation Leave regarding vacation eligibility as follows:

2A. “An employee will begin accruing vacation on a weekly basis immediately upon employment according to the chart below. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at ~~6~~ **4** month anniversary of employment.”

10. Change language in Article XVII – Vacation Leave regarding vacation accrual as follows:

2B. “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~~ **2016**. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at ~~six (6)~~ **four (4)** month anniversary of employment.”

SEIU NEW VACATION ACCRUAL TABLE – July 1, 2016			
Years of Service	Vacation Days	Hourly Accrual Rate (7.5 hrs per day)	Hourly Accrual Rate (8 hrs per day)
0-2	10	1.4423	1.5385
2	11	1.5865	1.6923
3	12	1.7308	1.8462
4	13	1.8750	2.0000
5	15	2.1635	2.3077
6	15	2.1635	2.3077
7	15	2.1635	2.3077
8	15	2.1635	2.3077
9	15	2.1635	2.3077
10&11	16	2.3077	2.4615
12&13	17	2.4519	2.6154
14&15	18	2.5962	2.7692
16&17	19	2.7404	2.9231
18&19	20	2.8846	3.0769

11. Change language in Article XVIII – Sick Leave as follows:

A. "An employee (hired before July 1, 2011) in continuous employment shall be allowed the equivalent number of hours to equal one and one-quarter (1 ¼) days leave with pay for each month thereof provided such sick leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties. A new employee hired on or after July 1, 2011 in continuous employment shall be allowed the equivalent number of hours equal to .834 days leave with pay for each month thereof provided such sick leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties. **At the discretion of their department head, employees may utilize sick time in increments of one hour. The one-hour utilization may not be unreasonably denied for an urgent medical need.**"

12. Change language in Article XVIII – Sick Leave as follows:

C. "An employee in continuous employment shall be credited with the unused portion of leave granted under sub-section A up to a maximum of ~~1,500~~ **2,100** hours (~~1350~~ **1,890** for those employees who receive the long term disability benefit)."

13. Change language in Article XVIII – Sick Leave regarding buyback as follows:

K. "The Town agrees that it shall pay to the employee upon his voluntary retirement or upon the death of said employee to his named beneficiary Twenty-five dollars (\$25.00) for each 7 ½ (or 8) hours 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 ~~twenty-five hundred (\$2,500)~~ **thirty-five hundred (\$3,500)** 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. Employees who accept the Town's long term disability insurance option will not be eligible for this buyback plan."

14. Add language to Article XXIV - Management Rights:

M. Employees who are asked to, or may have a need to, operate a motor vehicle while on Town business shall notify their supervisor if they are on a medication that might impair their ability to safely operate a motor vehicle.

15. Add language to Article XXIV - Management Rights:

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

16. Remove "and/or stipends" from Article XXXVII - Re-Openers:

"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)~~ **(2015-2018)**, 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."

17. Add a new article – Article XXXVIII - Longevity:

Employees in continuous service, who have completed the number of years of continuous service set forth below, shall receive longevity payments in accordance with the calendar year in which said employee attains that particular level of years of service. The longevity payment shall be paid in a lump sum during the month of November, except if an employee retires after July 1, he/she shall receive his full longevity pay for that year in a lump sum with his/her final week's pay. Eligibility begins with the date of continuous employment. Part-time employees in the group shall receive the longevity benefits listed below on a pro-rata basis. An employee's share of a benefit shall bear the same relationship to the total benefits as the employee's average work-week bears to a full-time work week.

Years of Service

Longevity Payment

5	\$100
10	\$150
15	\$200
20	\$300
25	\$500

18. Add Language to Article VII – Work Week:

“The normal hours of duty shall be from Monday through Friday, ~~8:00 a.m. to 4:30 p.m.~~, **7:30 a.m. to 4:00 p.m.**, with one hour off for lunch except in cases where a 40-hour week ~~is the required work week due to unusual circumstances~~ **is required by the Town Manager, Department Head and Human Resources Director.**

Signed on _____

On behalf of the Town:

On behalf of the Union:

The motion PASSED.

ARTICLE 2: There was no motion. Town Meeting took no action.

ARTICLE 3:

Mr. Moody moved that the Town vote to transfer the sum of \$2,341.27 to pay certain unpaid bills of a prior fiscal year as follows:

SOURCES:

FY16 Member Benefits

\$2,341.27

USES:

FY15 100B Invoice

\$2,341.27

The motion PASSED unanimously.

ARTICLE 4:

Mr. Moody moved that the Town vote to amend Article 8 from the Spring, 2015, Annual Town Meeting by reducing the appropriation for Item KK Acoustic Buoys from \$4,000 to \$2,138.66 and amending the funding source from grants to general fund free cash.

The motion PASSED unanimously.

ARTICLE 5:

Mr. Moody moved that the Town vote to authorize the Board of Selectmen to enter into an agreement for payments-in-lieu-of-taxes (“PILOT”) pursuant to G.L. c. 59, §38H(b), and G.L. c. 164, §1, or any other enabling authority, in the amount of \$12,500 per megawatt, which amount shall escalate at a rate of 2.5 percent each year, for a term of up to twenty years for personal property attributable to a solarphotovoltaic energy generating facility on property described as Plymouth Route 3 Interchange Exit 5, having a capacity of approximately 0.5 MWAC, a copy of which is on file with the Plymouth Town Clerk.

The motion PASSED.

ARTICLE 6:

Mr. Moody moved that the Town vote to transfer from Overlay Surplus the sum of \$750,000 to the Nuclear Plant Mitigation Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B, which fund shall be under the care and custody of the Town Treasurer.

The motion PASSED unanimously.

ARTICLE 7:

Mr. Moody moved that the Town vote to rescind unused borrowing authority for Article 9B3 from the April 2012 Annual Town Meeting for the Water Street Bridge in the amount of \$700,000, and Article 9B3 of the April 2013 Annual Town Meeting for the Federal Furnace HVAC in the amount of \$1,380,000.

The motion PASSED.

ARTICLE 8:

Mr. Moody moved that \$48,200,000 is appropriated to pay costs of temporary and/or permanent repairs to sewer lines, including but not limited to repair of line breaks and related failures, and/or for the costs of improvement or repair of the Town’s sewer system in general, including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow \$48,200,000 and issue bonds or notes therefor under Section 7 or 8 of Chapter 44 of the General Laws and/or Chapter 29C of the General Laws; that such bonds or notes shall be general obligations of the Town and shall be payable from the general fund and/or the sewer fund; that the Treasurer with the approval of the Board of Selectmen is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C and in connection therewith to enter into a loan agreement and/or security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; and that the Board of Selectmen is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project.

The Moderator called a recess at 10:00 AM.

The meeting returned to order at 10:15 AM.

With no objection, Mr. Babini was granted one additional minute.

With no objection, Mr. Maslowski was granted one additional minute.

Mr. Shirley moved the previous question. The motion PASSED by more than two-thirds.

On the main motion on a roll call vote, the motion PASSED with 96 in favor, 20 in opposition, and 1 abstaining.

ARTICLE 9:

Mr. Moody moved that the Town vote to amend the General Bylaws, Chapter 23 Animals, by increasing dog license fees and fines, as outlined on pages 47-50 of the Special Town Meeting Report and Recommendations of the Advisory & Finance Committee.

§23-11 Dog license. Notwithstanding the provisions of MGL c.140, §§139 and 173, the fees for dog licenses shall be ~~\$10~~ **\$15** for altered males and spayed females and ~~\$20~~ **\$25** for unaltered males and unspayed females.

And,

§ 23-7. Unlicensed dogs; penalties.

The penalty for owning an unlicensed dog in the Town of Plymouth shall be ~~\$50~~ **\$75**, with each month of continued violation constituting a separate offense.

The motion PASSED.

ARTICLE 10: Withdrawn

ARTICLE 11: Withdrawn

ARTICLE 12:

Mr. Moody moved that the Town vote to authorize the Board of Selectmen to accept a perpetual easement for public way purposes over the property located on Sandwich Road and River Street in Plymouth, MA shown as Assessor's Parcel No. 047-000-001-000, as on file with the Town Clerk; and to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out this acquisition.

The motion PASSED unanimously.

ARTICLE 13: Withdrawn

ARTICLE 14:

Mr. Moody moved that the Town vote to grant the Town Manager authority to initiate the municipal aggregation process pursuant to MGL c. 164 §134, as provided on pages 55-57 of the Special Town Meeting Report and Recommendations of the Advisory & Finance Committee

On a roll call vote, the motion PASSED with 117 in favor and 1 in opposition.

Mr. Moody moved to dissolve this Special Town Meeting. The motion PASSED at 11:00 AM.