

**ARTICLE 1:**

ARTICLE 1: To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements contained therein, or take any other action relative thereto.  
BOARD OF SELECTMEN

**RECOMMENDATION: Approval (Unanimous, 9-0-1)**

The Advisory & Finance Committee recommends Town Meeting approve Article 1. Recent changes to minimum wage laws required multi-year increases in some positions at both Fall 2014 and Spring 2015 Town Meeting. Upon additional review, there are still adjustments needed. Adjustments for all positions need to be carried through 2017 and further adjustments are needed to resolve compression, where supervisors are making almost the same wage as those they supervise. This article will bring all positions up to date and in compliance through 2017.

**The Advisory & Finance Committee heard this updated information on 10/15/2015:**

**Personnel Bylaw & Collective Bargaining Agreements: Approval (Unanimous, 8-0-1)**

The Advisory & Finance Committee reviewed summaries of three Agreements:

- Firefighters Collective Bargaining Agreement
- OPEIU Collective Bargaining Agreement
- Non-Union Personnel Bylaw Agreement

The Committee then added those Agreements to Article 1 and re-voted. The Advisory & Finance Committee recommends Town Meeting approve Article 1.

<b>ADVISORY &amp; FINANCE COMMITTEE - ROLL CALL VOTING CHART</b>																		
		<i>Belinda Brewster Kevin Canty Betty Cavacco Richard Gladdy Harry Helm Shelagh Joyce Ethan Kusmin Mike Lincoln Marcus McGraw Patricia McPherson Christopher Merrill John Moody Patrick O'Brien Harry Salerno Marc Serrico</i>													<b>VOTE TOTAL</b>			
<b>ARTICLE</b>															<b>FOR-AGAINST-ABSTAIN</b>			
<b>1</b>	Personnel Bylaw & Collective Bargaining	X	X	Y	Y	X	Y	Y	Y	Y	Y	X	Ch	X	Y	A	<b>8 - 0 - 1</b>	



**Town of Plymouth  
Human Resources Dept.**

# Memo

**To:** Board of Selectmen and Advisory and Finance Committee  
**From:** Cindy M. DePina, Director of Human Resources  
**Date:** 08/25/2015  
**Re:** Article 1 – Classification and Compensation Plans/Personnel Bylaws

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Article 1 – To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel Bylaw and Collective Bargaining Agreements contained therein, or take any other action thereto.

Change the pay rates effective January 1, 2016 and then again January 1, 2017 in the Personnel Bylaws.

The Commonwealth of Massachusetts has changed the minimum wage effective January 1, 2016 and then another increase will occur on January 1, 2017. The current minimum wage in Massachusetts is \$9.00. On January 1, 2016 it will increase to \$10.00 per hour and on January 1, 2017 it will increase to \$11.00 per hour. Attached is the proposed pay scale for Misc. D employees, which includes changes for both the minimum wage impact and the impact of compression of wages for supervisors. The proposed changes would help prevent supervisors' wages from falling below the wage of an employee they are overseeing.



# IMPORTANT CHANGES TO THE MASSACHUSETTS MINIMUM WAGE

*In accordance with An Act Restoring the Minimum Wage and Providing Unemployment Insurance Reforms Chapter 144 of the Acts of 2014*

## **Effective January 1, 2015**

### **MINIMUM WAGE: \$9.00 PER HOUR**

The minimum wage law applies to all employees except those being rehabilitated or trained in charitable, educational, or religious institutions; members of religious orders; agricultural, floricultural, and horticultural workers; those in professional service; and outside salespersons not reporting to or visiting their office daily. See M.G.L. chapter 151, §§1 and 2. For further information regarding the Massachusetts state minimum wage, contact the Massachusetts Department of Labor Standards at (617) 626-6952 or visit [www.mass.gov/dols](http://www.mass.gov/dols).

In no case shall the Massachusetts minimum wage rate be less than \$0.50 higher than the effective federal minimum rate.

### **SERVICE RATE: \$3.00 PER HOUR**

Wait staff, service employees and service bartenders may be paid the service rate if they regularly receive tips of more than \$20 a month, and if their average hourly tips, when added to the service rate, are equal to or exceed the basic minimum wage. See M.G.L. chapter 151, §7.

### **AGRICULTURAL RATE: \$8.00 PER HOUR**

Work on a farm and the growing and harvesting of agricultural, floricultural and horticultural commodities requires payment of no less than the above-listed rate per hour, except when such wage is paid to a child seventeen years of age or under, or to a parent, spouse, child or other member of the employer's immediate family. See M.G.L. chapter 151, §2A.

## **Effective January 1, 2016:**

- Minimum Wage shall be \$10.00 per hour
- Service Rate shall be \$3.35 per hour (provided service employee receives tips of more than \$20 per month and if his/her average hourly tips, when added to the service rate, equals \$10.00 per hour).

## **Effective January 1, 2017:**

- Minimum Wage shall be \$11.00 per hour
- Service Rate shall be \$3.75 per hour (provided service employee receives tips of more than \$20 per month and if his/her average hourly tips, when added to the service rate, equals \$11.00 per hour).

PROPOSED MISC D RATES - Rev 9/11/15

JOB TITLE	2015 hourly rate	Proposed January 1, 2016	Proposed January 1, 2017
CENSUS TAKER	\$ 9.0000	\$ 10.0000	\$ 11.0000
ELECTION WORKER	\$ 9.0000	\$ 10.0000	\$ 11.0000
HARBORMASTER ASSISTANT	\$ 11.2200	\$ 12.2200	\$ 13.2200
	\$ 11.6688	\$ 12.6688	\$ 13.6688
	\$ 12.1380	\$ 13.1380	\$ 14.1380
	\$ 12.6174	\$ 13.6174	\$ 14.6174
INFORMATION AIDE 1749 CT HSE	\$ 9.0000	\$ 10.0000	\$ 11.0000
LIBRARY PAGE	\$ 9.6100	\$ 10.6100	\$ 11.6100
MATRON	\$ 9.5100	\$ 10.5100	\$ 11.5100
	\$ 10.0100	\$ 11.0100	\$ 12.0100
	\$ 10.5100	\$ 11.5100	\$ 12.5100
MUSEUM DIRECTOR	\$ 9.0000	\$ 10.0000	\$ 11.0000
NATURAL RESOURCE OFFICER	\$ 15.3000	\$ 16.3000	\$ 17.3000
NATURAL RESOURCE TECH & ASST	\$ 9.1800	\$ 10.1800	\$ 11.1800
	\$ 9.5064	\$ 10.5064	\$ 11.5064
	\$ 10.1082	\$ 11.1082	\$ 12.1082
	\$ 10.6896	\$ 11.6896	\$ 12.6896
PARK RANGER	\$ 9.9450	\$ 10.9450	\$ 11.9450
	\$ 10.4550	\$ 11.4450	\$ 12.4450
	\$ 10.9650	\$ 11.9450	\$ 12.9450
RECREATION BEACH & POND ATTNDNS	\$ 9.0000	\$ 10.0000	\$ 11.0000
	\$ 10.0100	\$ 11.0100	\$ 12.0100
	\$ 10.5100	\$ 11.5100	\$ 12.5100
RECREATION INSTRUCTORS	\$ 9.0000	\$ 10.0000	\$ 11.0000
	\$ 9.5100	\$ 10.5100	\$ 11.5100
	\$ 10.0100	\$ 11.0100	\$ 12.0100
	\$ 10.5100	\$ 11.5100	\$ 12.5100
RECREATION SUPERVISOR B&P	\$ 11.2500	\$ 12.5000	\$ 13.5000
	\$ 12.0000	\$ 13.0000	\$ 14.0000
	\$ 12.5000	\$ 13.5000	\$ 14.5000
	\$ 13.5000	\$ 14.0000	\$ 15.0000
SEASONAL LABORER	\$ 9.0000	\$ 10.0000	\$ 11.0000
	\$ 9.3264	\$ 10.3264	\$ 11.3264
	\$ 9.9282	\$ 10.9282	\$ 11.9282
	\$ 10.5096	\$ 11.5096	\$ 12.5096

PROPOSED MISC D RATES - Rev 9/11/15

JOB TITLE	2015 hourly rate	Proposed January 1, 2016	Proposed January 1, 2017
SEASONAL OFFICE WORKER	\$ 10.9956	\$ 13.0000	\$ 15.0000
	\$ 11.7912	\$ 13.7912	\$ 15.7912
	\$ 12.4440	\$ 14.4440	\$ 16.4400
	\$ 13.0050	\$ 15.0050	\$ 17.0500
SEASONAL REPAIRMAN	\$ 9.0000	\$ 10.0000	\$ 11.0000
	\$ 9.3060	\$ 10.3060	\$ 11.3060
	\$ 9.8568	\$ 10.8568	\$ 11.8568
	\$ 10.1592	\$ 11.1592	\$ 12.1592
SPECIALTY SPORTS INSTRUCTOR	\$ 9.6900	\$ 10.6900	\$ 11.6900
	\$ 10.7100	\$ 11.7100	\$ 12.7100
	\$ 11.7300	\$ 12.7300	\$ 13.7300
	\$ 12.7500	\$ 13.7500	\$ 14.7500
SPORTS CLINIC ASSISTANT	\$ 9.0000	\$ 10.0000	\$ 11.0000
SURVEYING FIELD TECHNICIAN	\$ 10.2000	\$ 11.2000	\$ 12.2000
TOWN MEETING TELLER	\$ 9.0000	\$ 10.0000	\$ 11.0000
WATER SAFETY PROGRAM COORD	\$ 11.0000	\$ 13.0000	\$ 15.0000
	\$ 11.5000	\$ 13.5000	\$ 15.5000
	\$ 12.0000	\$ 14.0000	\$ 16.0000
	\$ 12.5000	\$ 14.5000	\$ 16.5000
YOUTH CENTER ATTENDANT	\$ 9.0000	\$ 10.0000	\$ 11.0000
	\$ 9.5100	\$ 10.5100	\$ 11.5100
	\$ 10.0100	\$ 11.0100	\$ 12.0100
	\$ 10.5100	\$ 11.5100	\$ 12.5100
ELECTION WARDEN	\$ 13.5500	\$ 14.5500	\$ 15.5500
SPORTS CLINIC DIRECTOR	\$ 27.2034	\$ 28.0000	\$ 29.0000
	\$ 30.6000	\$ 32.0000	\$ 33.0000
SPORTS OFFICIAL	\$ 13.7700	\$ 14.5000	\$ 14.5000
	\$ 18.3600	\$ 19.5000	\$ 19.5000
	\$ 25.5000	\$ 27.0000	\$ 28.0000

**TOWN OF PLYMOUTH**

11 Lincoln Street  
Plymouth, MA 02360  
(508) 830-4000  
Fax (508) 830-4140

**OFFICE OF TOWN MANAGER**

MEMORANDUM

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To: Board of Selectmen and Advisory & Finance Committee

From: Melissa G. Arrighi, Town Manager

Date: October 14, 2015

Re: Article 1 and 2A regarding employee salary/benefit issues

I am pleased to let you know that two union groups, Firefighters and OPEIU, have ratified tentative agreements for changes to their respective 2015-2018 collective bargaining contracts. These changes and agreements were reached during the collective bargaining process. In addition, I am recommending changes to the Personnel Bylaws for non-union employees. All these changes are attached in the tentative agreement documents and have been voted by the Selectmen in Executive Session and the union agreements have also been ratified in open session.

*FATM Article 1 - To see if the Town will vote to amend the Classification & Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements....*

The changes for the Firefighter Contract, OPEIU, and non-union are attached. I would ask your support in recommending their inclusion in Article 1 of the Fall Annual Town Meeting.

*FATM Article 2A - To see if the Town will vote to amend the vote taken under Article 7A of the 2015 Annual Town Meeting warrant...for the purpose of supplementing departmental expenses....*

The money to fund the COLA's for year 1 are included in Article 2A, including the costs for the teacher's contract that was negotiated by the School Committee.

As you may be aware, all other union groups are still in the negotiating process.

Thank you.

**TENTATIVE AGREEMENT**  
**9/30/2015, updated 10/13/2015**  
**Town of Plymouth and Plymouth Firefighters**

1. Add Evergreen language to the CBA on page 4, 2<sup>nd</sup> Paragraph
2. Move to a Friday pay date (not included in CBA)
3. Require direct deposit, no paper pay stubs and advice of pay via email (not included in CBA)
4. No longer print separate checks unless necessary according to Finance Dept.  
(change language references in CBA to separate checks) - Article XII, section D (and any other locations, if any)
5. Adopt policy on drug testing (not included in CBA), copy attached
6. \$15,000 in life insurance with employee paying 20% of the premiums and the Town paying 80% of the premiums (not included in CBA)\*
7. Add language to CBA under article VIII, section E All swaps will be repaid within 90 calendar days from the date of the initial swap.
8. Add language to CBA under Article III, Section B # 8. - The system for mandated overtime will run from the Jr. to Sr. order.
9. Change language in CBA to reflect that no documents added to the personnel file will be removed. Under Article XIV section F.
10. Add language to CBA under Article IX, 2<sup>nd</sup> Paragraph as follows: "an employee must notify, in writing, his/her Department Head if the employee's driver's license is suspended, revoked, or restricted in any way. Failure to provide this notification immediately may be grounds for immediate termination"
11. The dispatch, 911 services, shall be removed from the Fire Department once the service is up and running at its new location. Any language in the CBA referencing dispatch or 911 shall be removed if it pertains to this issue once the services is fully operable at police station. Delete any references to dispatch throughout the contract. Our agreement includes the understanding that the dispatch positions will be absorbed and there is no intent to eliminate those positions through attrition.
12. Add language to CBA under Article XV regarding Union Business Time Off and define those individuals as the President, Vice President, and Treasurer and Secretary.
13. Change language in CBA under Article III, section 3 regarding a mandatory 8 hour break after 50 hours worked.



14. Add language in CBA under –Article IV that provides that the following compensatory time may be accumulated for new hires during the first 2 years (or less) of employment and then the ability to earn compensatory time ceases:
  - a. Comp time may be accrued at a maximum of 48 hours over six month consecutive period.
  - b. Comp time must be used within six months of earning it or it will be paid as overtime
  - c. At no time can comp time 'on the books' for the employee exceed 48 hours
  - d. Once an employee obtains 1 week of Personal & 1 Week of vacation they are no longer eligible to earn Comp time.
  - e. For the purposes of notice to request comp time it will fall under the same provision as personal time.
15. Delete language in the CBA as it relates to the Circuit Breaker clause
16. Add language in the CBA under VII, section I as follows: "An employee who uses no sick time (including family sick time) for six consecutive months shall earn 10 hours of personal time to be used within six months of being awarded it. If the employee does not use this personal time within the six months, it is considered forfeited. This ability to earn 10 hours of personal time does not apply to employees on 111F or injured on duty."
17. Change the entire vacation section/schedule. Converting 48 hours of vacation time to personal time. Add 48 hours of vacation time to those with 15 years or more of completed service.\*
18. Add language in the CBA under XIX regarding the employee shall receive \$1,000 per certification (with a \$3,000 annual maximum). The certifications that qualify are:
  - Lifeguard Systems Public safety diver
  - Lifeguard systems public safety dive tender
  - Lifeguard systems moving water rescue (search and recovery)
  - Fire instructor I
  - Fire Instructor II
  - Public Fire Educator
  - Fire Officer I
  - Fire Officer II
  - Fire Officer III
  - Fire Investigator
  - Incident Safety Officer-Suppression
  - Incident Safety Officer-Hazmat
  - Technical Rescuer Rope Rescue I
  - Technical Rescuer Rope Rescue II
  - Technical Rescuer Confined Space Rescue I
  - Technical Rescuer Confined Space Rescue II
  - Technical Rescuer Trench Rescue I
  - Technical Rescuer Trench Rescue IIand others that are overseen by the Massachusetts Fire training council based upon qualifications of NFPA and approval of the Fire Chief. His decision is not grievable or arbitrable. Excluded are any that are required to become a fire fighter (those the





**TOWN OF PLYMOUTH DRUG AND ALCOHOL TESTING  
POLICY AND PROGRAM**

**Section I – Purpose**

The purpose of this policy is to provide Fire Department employees with notice of the provisions of the Town's drug and alcohol and related testing policy and program as it affects them. It is the policy of the Town that a drug and alcohol free work place must be maintained by Fire Department employees at all times and this requirement justifies the use of random and reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus, job performance. To ensure high standards of performance for performing Town business and to preserve public trust and confidence in a fit and drug and alcohol-free Fire Department workforce, there shall be a testing program to detect drug and alcohol use in the workplace, or that effects work in the workplace. In accordance with the provisions of this Policy, the Town will offer assistance with rehabilitation, when necessary and warranted.

**Section II – Prohibited Conduct**

The following conduct by any employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, or sale of a controlled substance, illegally used drug, drug paraphernalia, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, during working hours, affecting work in the workplace, or on Town property.
- B) Unauthorized storage in a desk, locker, Town vehicle or vehicle used for Town business or other repository on Town property of any illegally used drug, controlled substance, drug paraphernalia.
- C) Being under the influence of an unauthorized controlled substance, illegally used drug or alcohol on Town business, in Town supplied vehicles, in vehicles used to Town business, while on duty.
- D) Switching or adulterating any blood or urine sample;
- E) Refusing to consent to testing or refusing to submit breath, urine, blood sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of the Policy
- F) Failing to adhere to the terms of any rehabilitation agreement which the employee has signed;
- G) Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for drug or alcohol offense that violates this Policy;

(19)

H) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provision of this Policy.

### Section III- Reasons for Testing

Testing of employees for drug and/or alcohol use will be done for the following reasons:

A) Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this Policy. The probable cause must be supported by stated facts to show that there appears to be a violation of this Policy.

a. Probable cause may be based upon the following, or other, comparable fact patterns:

- i. observable phenomena, such as direct observation of illegal use or possession of drugs and/or physical symptoms of being under the influence of a controlled substance;
- ii. a documentable pattern of abnormal conduct or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement and gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors);
- iii. ~~attest~~, indictment or conviction for a drug-related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking;
- iv. evidence that an employee has tampered with a previously administered drug test and/or has made material, false or misleading statements to Fire Department personnel regarding past or present illegal use of drugs while a Town employee;
- v. a documented written report of drug use, in affidavit form, provided by reliable and credible sources, such as law enforcement agencies;

arrest  
(N)

B) Pre-employment physicals will include drug and alcohol testing.

C) Subsequent to any significant on duty vehicular accident or serious, unsafe practice (raising question of improper drug or alcohol use), or on duty incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done.

D) Each member of the bargaining unit may be selected at random and shall submit to an alcohol and drug test during each fiscal year.

a. The Town agrees that a maximum of 25% of Town of Plymouth Employees that are covered with random drug testing language will be selected for random testing.

### Section IV-Consequences of a Violation of the Drug and Alcohol Policy

(N)

A positive test in violation of this Policy will result in discipline in accordance with departmental disciplinary procedures as outlined in this policy, and only for just cause as detailed below.

Any violation of this Policy will result in disciplinary action for just cause.

"Discipline" for any violation means any permitted disciplinary action up to and including termination of employment.

The appointing authority or their designee may reduce the discipline outlined in this policy on a case by case basis after considering all the evidence.

Dependent of the seriousness of the violation, the appointing authority or their designee may proceed directly to a more advanced step of these disciplinary procedures.

Any disciplinary action shall be subject to Chapter 31 and the grievance/arbitration procedure of the collective bargaining agreement.

#### **Section V- Disciplinary Action for Violation of the Drug and Alcohol Policy**

In general, the following disciplinary actions apply to all of the Fire Department employees.

##### Alcohol & Illegally-Used Drugs.

Illegally-used drugs means any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose

*First Offense:* Written warning placed in the employee's personnel folder and after the one year anniversary of the date, if no further violations occur, it will not be used against the employee for promotional purposes. Employees may seek assistance through the Employee Assistance Program (EAP) or other program mutually agreed upon by the parties represented in this policy.

*Second Offense:* Suspension. Employees will be mandated to attend a program through the Employee Assistance Program (EAP) or other program mutually agreed upon by the parties represented in this policy.

*Third Offense:* Termination.

##### Illicit Drugs and Related Items

The intentional use of one of the seven classes of controlled substances identified by this policy may result in discipline:

*First Offense:* Written warning that remains in file for two-and-one-half years, if no further violations occur, it will not be used against the employee for promotional purposes. Employee will be placed on sick leave pending a mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). If the employee does not have sick time, the employee will be placed on unpaid leave. If

100

deemed necessary by the examiner, the employee must sign a reasonable rehabilitation agreement negotiated by the Town and the Union resulting from the substance abuse evaluation. If an agreement cannot be reached, the employee will be referred to EAP within 3 business days of a positive test.

*Second Offense: Termination.*

#### **Section VI – Drug and Alcohol Testing Procedures**

Drug and alcohol Testing will be conducted by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) laboratories and pursuant to USHHS Mandatory Guidelines or USDOT guidelines, 49 CFR Part 40 Subpart F except as outlined in this policy. Collection of samples will follow accepted "chain of custody" procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive screen results pertaining to controlled substances, the Medical Review Officer, a licensed physician, will contact the donor, conduct a medical history, and coordinate with the employee's personal physician, as necessary, to make a final determination of the presence of illegal drugs in a test.

Drug and alcohol testing for Fire Department employees under this Policy, will be done as follows:

- A) Where there is a probable cause, or significant vehicular accident or safety incident while on duty, as described previously in Section III, the Chief or his/her designee will contact Human Resources who will arrange for the drug and/or alcohol testing.
  - a. The Chief or his/her designee must provide basis of probable cause in writing to the fire fighter and a Union representative at the time of contact with Human Resources.
- B) Human Resources will set up an appointment for the appropriate tests. Prior to analysis of any sample, Human Resources, will provide an opportunity to the fire fighter and/or Union to contest the finding of probable cause, however, the test may proceed, but the results will be withheld until Human Resource confirms probable cause existed.
- C) The employee will go to the appropriate testing facility, will present photo identification, and provide the necessary test samples. If the employee so requests, he/she may be accompanied by a Local union representative or, when a union representative is unavailable, by a fellow employee to the site of the testing (Only the employee being testing may go into the room where the sample is to be provided).
- D) Urine samples will be used for drug tests. Split testing samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing. In extreme cases, where urine or breath tests cannot be obtained because of an accident, blood testing may be allowed. Blood testing must be conducted pursuant to a scientifically reliable and objective process to determine intentional ingestion of controlled substances (if one is not recognized under federal guidelines), which includes "chain of custody", oversight by a Medical Review Officer and opportunity for a split sample-like challenge.
- E) Breathalyzer results in between 0.02% and 0.05% of blood alcohol content, the employee may be relieved of duty.



- F) Breathalyzer results in excess of 0.05% blood alcohol content will be considered in violation of this policy and subject to discipline as outlined in this policy.
- G) Urine samples will be used to test for the following substances:
- Cocaine
  - Methamphetamines
  - Phencyclidines
  - Opiates
  - Marijuana
  - Benzodiazepines
  - Amphetamines
- H) Positive test results confirmed by the Medical Review Officer as outlined in the first paragraph in Section VI will be provided to Human Resources or to the Chief or his designee in the absence of Human Resources.
- I) All documents pertaining to this section shall be regarded as and maintained as confidential.
- J) In the case of positive test results as outlined in Section VI, employees will be placed on sick leave, followed by any other accrued paid leave, until cleared to come back to work by the Chief of the department or his/her designee. If the employee does not have accrued paid leave, the employee will be placed on unpaid leave. The Chief or his/her designee may seek medical clearance prior to the accused returning to work.
- K) Human Resources will work with the Fire Department to take appropriate steps, as necessary. See Disciplinary Action for Violations of the Drug and Alcohol Policy for further information.
- L) If an employee tests positive, he/she at his/her own expense may have the second sample, held under chain of custody, tested at another NIDA and DHHS-approved laboratory. If the second test is not positive, no further action will be taken.

(M)

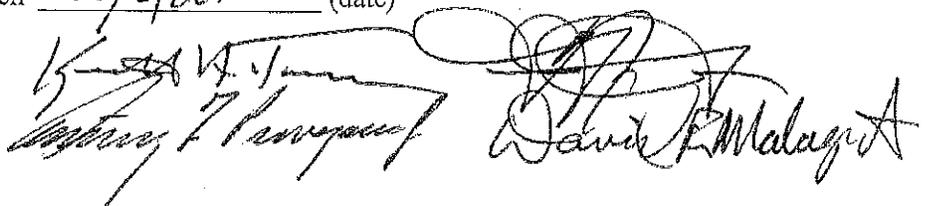
**TENTATIVE AGREEMENT (FOR approx. 78 EMPLOYEES)**  
OPEIU and Town of Plymouth dated Sept. 25, 2015 updated October 5, 2015  
(All proposals take place 10 days after passage at Town Meeting  
except (\*retro to July 1, 2015) and (\*\* benefit starts in year 2 of CBA))

1. Life Insurance increased to \$15,000 for active employees
2. Pay Date moves to Friday
3. Eliminate practice of separate checks
4. Ability to extend probation up to 6 months
5. Delete 4 day work week language
6. Delete section 27.04 on removing letters from personnel file
7. Eliminate practice of 502 eliminates ability to work ½ day and then take the rest of the day off without using earned time. If you are out of the office, you need to use your earned time.
8. Add language that states, "A Division Head may be required to work hours that are not part of the regular work day or regular expectation of the job hours. In those rare cases, the Division Head will get preapproval from the Dept. Head to work those hours and to have the ability to apply those hours to time off at a later scheduled time (within 30 days of the event). This is called 'flex time'. The decision by the Department Head, on file with Human Resources Department, to grant or deny this flex time is not grievable or arbitrable. The intent of flex time is not to cover an occasional emergency or for a regularly scheduled night meeting with the Division Head's associated Board/Committee, but it is for the purposes of the employee working above and beyond the regular hour expectation.
9. **2/2.5/3 percent cola\* on July 1 of each year**
10. **Longevity: 5 year \$100; 10 years \$150; \$15 years \$250; 20 years \$500\*\***  
(total impact in year 2 = \$15,150)
11. **Increase earned time chart for new employees as agreed upon and increase the LTIA dump to 9 days for the first 5 years and then it goes to the 10 day deposit\*\***
12. **Replace \$2500 with \$4,000 on the LTIA buyback upon leaving (total impact is based on the number of employees who leave in a year)**
13. **Adjust the following language to increase buyback to 8 days: (total impact in year 2 is \$16,750)**

On December 1st of each year, if an employee has 180 days of accumulated LTIA, s/he can sell back up to 5 days at his/her current rate of pay.  
(Change this to 8 days of buyback)\*\*

By vote of Board of Selectmen 10/6/2015 (date)

Signatures:

The block contains two handwritten signatures in black ink. The signature on the left is partially obscured by a horizontal line and appears to be "William J. ...". The signature on the right is more legible and reads "David R. Malaguti".

TENTATIVE AGREEMENT (FOR approx. 20 EMPLOYEES)  
NON UNION and Town of Plymouth  
September 29, 2015, updated October 5, 2015

1. Life Insurance increased to \$15,000 for active employees
2. Pay Date moves to Friday
3. Eliminate practice of separate checks
4. **Change language to reflect that any promotion must result in a minimum of \$1000 increase (not \$300)**
5. **Add 1 week LTIA buyback option for employees with 90 days of LTIA on books. Keep the 2 week buyback for 180 days on the books. Add language that indicates that under no circumstances can an employee buyback more than 2 weeks year.**
6. COLA: 2, 2.5, 3%
7. **Increase Longevity from the 1<sup>st</sup> column to the 2<sup>nd</sup> column.**

5 yrs	\$100	\$500
10	\$200	\$750
15	\$300	\$1000
20	\$550	
25	\$750	
30	\$1000	

8. **For Executive and Executive Management classifications only - Change the threshold below from 7 years to 5 years. This is not retroactive.**

Effective June 30, 2012, a senior step will be added to the existing wage schedule three (3%) percent above the current maximum step. To be eligible for the senior step the employee must have completed seven (7) years of service with the Town and they must be at the maximum step of the current wage schedule.

Approved – Selectmen vote on October 6, 2015

