

1. No Agenda

There is no agenda available for this meeting. Please review the minutes.

2. Meeting Materials

Documents:

[WARRANT \(PDF\).PDF](#)

[REPORT AND RECOMMENDATIONS BOOK \(PDF\).PDF](#)

[SUPPLEMENT I \(PDF\).PDF](#)

2022 SPECIAL TOWN MEETING WARRANT
Saturday, April 2, 2022

To the Town Clerk of the Town of Plymouth, Commonwealth of Massachusetts:

GREETINGS:

In the name of the Commonwealth, you are directed to notify and warn the Inhabitants of Plymouth, qualified to consider and vote on articles at the Special Town Meeting of the Town of Plymouth, to meet virtually by remote participation on Saturday, the Second day of April 2022, at 8:00 AM, with information necessary for the Moderator, Town Meeting members, Town officials and interested members of the public to access and witness the deliberations and actions taken at the Town Meeting remotely as follows:

Town Meeting members will be using telecast through Zoom Webinar videoconferencing platform for their deliberations and they will be using V-Voter to take actions.

Town Officials will provide information through the Zoom Webinar videoconferencing platform.

Interested members of the public will be able to view the meeting through PACTV, Channel 15 (Comcast) or Channel 47 (Verizon) or pactv.org/live. Individuals not otherwise lawfully entitled to speak will have the opportunity to speak through the Zoom Webinar videoconferencing platform with 48-hours advanced notice given to and permission granted by the Town Moderator.

Registered Town of Plymouth voters wishing to participate in the remote Special Town Meeting shall submit a request to participate in the Meeting to the Town Clerk not less than forty-eight (48) hours in advance of the Town Meeting scheduled for Saturday, April 2, 2021 commencing at 8:00 AM. Upon receipt of the request and verification of the requester's voter registration status, the Town Clerk shall provide to the requester instructions for participating in the remote Town Meeting.

To act on the following articles to wit:

ARTICLE 1: Personnel Bylaws and Collective Bargaining Agreements. 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.

SELECT BOARD

ARTICLE 2: FY 2022 Budget Amendments. To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2021 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

SELECT BOARD

ARTICLE 3: Unpaid Bills of a Prior Year. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay certain unpaid bills of a prior fiscal year, or take any other action relative thereto.

SELECT BOARD

ARTICLE 4: Capital Improvements. To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the construction and/or repair and/or purchase and/or lease of buildings and/or replacement of departmental buildings, and/or equipment and/or capital facilities for various

departments of the Town and/or for feasibility and other types of studies or professional consulting services, including any related and incidental costs and expenses, as follows:

ITEM	DEPARTMENT	PROJECT DESCRIPTION
A1	Police Department	Replacement of Patrol Boat Motors
A2	Inspectional Services	Town Wide E-Permitting System
A3	DPW - Highway	Replace Sweeper H303
A4	Parks & Forestry	Brewster Garden Stairs
A5	Recreation	Memorial Hall Sound System Upgrade
A6	DPW - Sewer	WSPS Flood Barrier Wall
A7	DPW - Sewer	Water Street Interceptor
A8	DPW - Sewer	SCADA Improvements
B1	Municipal Airport	Airport Sewage Treatment Plant Upgrade

Or take any other action relative thereto.

SELECT BOARD

ARTICLE 5: Fire Station #5 Renovation. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum of money for the design, construction, equipping and furnishing of a renovated fire station #5 at 827 State Road, Manomet, shown at Assessor's Map 48 Lot 6D, including but not limited to site preparation, demolition, and all other costs incidental and related thereto; or to take any other action relative thereto.

SELECT BOARD

ARTICLE 6: SOLAR PILOT – 143 Hedges Pond Road. To see if the Town will vote, pursuant to the provisions of G. L. c.59, §38H, to authorize the Select Board and Board of Assessors to negotiate and enter into an agreement for payments in lieu-of-taxes ("PILOT"), for a 2,111.4 Kilowatt DC (more or less) solar photovoltaic energy generating facility for Hedges Pond Solar 1, LLC (or its affiliates, successors or assigns) to be located on a 49.08 acre parcel (more or less) at 143 Hedges Pond Road, currently shown on Plymouth Assessor's Map 55 Lot 53, upon such terms and conditions as the Select Board and Board of Assessors shall deem to be in the best interest of the Town, or take any other action relating thereto.

SELECT BOARD

ARTICLE 7: PILOT – Holtec. To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation to allow the Town of Plymouth to enter into a Payment In Lieu of Tax Agreement with Holtec and/or its subsidiaries, specifically for property and personal property located on property located on Parcels:

043-000-011-000	043-000-011D-000	043-000-011E-000	043-000B-124-000	044-000-001A-000
044-000-001B-000	044-000-002-000	044-000-013-000	044-000-027-000	044-006-525-000
044-006-527-000	047-000-008-000	076-000-003-000	076-000-004-000	076-000-005-000
094-000-001-000	094-000-002-000	094-000-003-000		

as shown on Plymouth's Assessors Map; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action relative thereto.

SELECT BOARD

ARTICLE 8: Affordable Housing. To see if the Town will vote to transfer the care, custody, management and control of the following parcel from the Town Treasurer for the purpose of sale at auction to the Select Board

for purpose of conveyance, and further, that the Select Board be authorized to convey the property upon such terms and conditions as the Select Board deem appropriate to the Plymouth Redevelopment Authority for the purpose of affordable housing:

Parcel ID	Road	Legal Reference	Tax Title
046-000H-000H-028	31 Strand Ave	C25348	#12174

Or take any other action relative thereto,

PLYMOUTH REDEVELOPMENT AUTHORITY

ARTICLE 9

Withdrawn

SELECT BOARD

ARTICLE 10:

Withdrawn

SELECT BOARD

ARTICLE 11:

Withdrawn

SELECT BOARD

ARTICLE 12: Pavement Management Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Pavement Management Plan Debt Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

ARTICLE 13: Facility Capital Maintenance Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Facility Capital Maintenance Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

ARTICLE 14: Amend Airport Zoning Map. To see if the Town will vote to amend the Official Zoning Map #1 to rezone Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106 from Airport (AP) to Medium Lot Residential (R25) or take any other action relative thereto.

BY PETITION: Shannon Schultz, et al

And you are hereby required to serve this warrant in the manner prescribed by vote of the Town by posting notice thereof fourteen (14) days at least before such meeting in the Town Hall, in the Town's Libraries and posted on the Town's website, and make return thereof with your doings thereon at the time and places above mentioned.

Given under our hands this 9 day of March 2022.

Approved as to Legal

SELECT BOARD

Form

Mark R. Reich
Town Counsel

Richard J. Quintal Jr.

Richard Quintal, Chairman

Betty C. Cavacco

Betty Cavacco, Vice Chairman

Patrick Flaherty

Patrick Flaherty

Harry Helm

Harry Helm

Charlie Bletzer

Charlie Bletzer

Plymouth, ss.

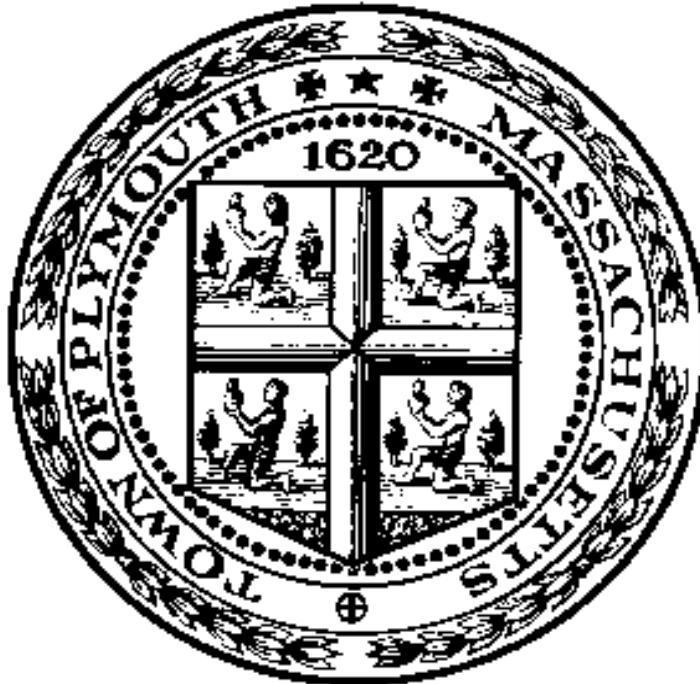
Pursuant to the foregoing Warrant, I have this day notified and warned the Inhabitants of Plymouth qualified to vote in elections and Town affairs to meet virtually by remote participation on Saturday, the Second Day of April, 2022, at 8:00 AM to conduct the Special Business Meeting of the Town of Plymouth, by posting copies of this Warrant in the Town Hall in the town's libraries and posted on the town's website seven days at least before such meeting.

Dee M. Sears
Signature
Town Clerk

3/10/22
Date & Time
Posted

TOWN OF PLYMOUTH

REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE
COMMITTEE



Presented at the
April 2, 2022

SPRING SPECIAL
TOWN MEETING

SPRING SPECIAL ANNUAL TOWN MEETING

April 2, 2022

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REPORT & RECOMMENDATIONS

REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE
Spring Special Town Meeting – Saturday, April 2, 2022

ARTICLE 1: Personnel Bylaws and Collective Bargaining Agreements. 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.

SELECT BOARD

1A. Misc. D – Natural Resources – Seasonal Positions

RECOMMENDATION: Approval (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1A. Approval of this article will adopt the new seasonal hourly rates for Natural Resources positions as outlined in the included memorandum.

1B. Misc. D – Recreation – Seasonal Lifeguards & Head Lifeguards

RECOMMENDATION: Approval (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1B. Approval of this article will adopt the new seasonal hourly rates for Recreation Dept. seasonal lifeguards and head lifeguards as outlined in the included memorandum.

1C. Non-Union – Inspectional Services – Create Assistant Director position

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1C. Approval of this article will create a new Assistant Director of Inspectional Services position.

1D. SEIU Local 888

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1D. Approval of this article will adopt the negotiated MOA for the SEIU Local 888 bargaining unit as outlined in the included memorandum.

1E. OPEIU Local 6

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1E. Approval of this article will adopt the negotiated MOA for the OPEIU Local 6 bargaining unit as outlined in the included memorandum.

1F. Superior Officers Association

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1F. Approval of this article will adopt the negotiated MOA for the Superior Officers Association bargaining unit as outlined in the included memorandum.

1G. Plymouth Police Brotherhood

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1G. Approval of this article will adopt the negotiated MOA for the Plymouth Police Brotherhood bargaining unit as outlined in the included memorandum.

1H. Personnel Bylaws

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1H. Approval of this article will adopt the negotiated Personnel Bylaw changes as outlined in the included memorandum.

ARTICLE 2: FY 2022 Budget Amendments. To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2021 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$5,522 (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2. Approval of this article will increase the FY22 Operating Budget for the Town Clerks Office by \$5,522 to cover expenses relative to the increase to 18 Precincts and the resulting changes to polling locations.

ARTICLE 3: Unpaid Bills of a Prior Year. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay certain unpaid bills of a prior fiscal year, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$6,563.35 (12-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this article will authorize the Finance Department to process the outstanding invoices for Dennis K Burke totaling \$3,323.35 on behalf of the DPW and G & L Labs totaling 3,240.00 on behalf of the Public Health Department. The funding for this invoices will come from the respective departments' current operating budget.

Article 3 - Unpaid Bills April 2, 2022, Special Town Meeting				
Department	Vendor	Invoice #	Date	Amount
DPW - Facilities	Dennis K Burke	1243690	6/26/2021	\$ 3,323.35
Public Health	G & L Labs	97830	5/31/2021	\$ 700.00
Public Health	G & L Labs	98494	6/30/2021	\$ 2,540.00
Total Article 3				\$ 6,563.35

ARTICLE 4: Capital Improvements. To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the construction and/or repair and/or purchase and/or lease of buildings and/or replacement of departmental buildings, and/or equipment and/or capital facilities for various departments of the Town and/or for feasibility and other types of studies or professional consulting services, including any related and incidental costs and expenses, as follows:

ITEM	DEPARTMENT	PROJECT DESCRIPTION
A1	Police Department	Replacement of Patrol Boat Motors
A2	Inspectional Services	Town Wide E-Permitting System
A3	DPW - Highway	Replace Sweeper H303
A4	Parks & Forestry	Brewster Garden Stairs
A5	Recreation	Memorial Hall Sound System Upgrade

A6	DPW - Sewer	WSPS Flood Barrier Wall
A7	DPW - Sewer	Water Street Interceptor
A8	DPW - Sewer	SCADA Improvements
B1	Municipal Airport	Airport Sewage Treatment Plant Upgrade

Or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$4,390,388 (Unanimous 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4. Approval of this article will authorize the General Fund Capital requests totaling \$1,053,388 to be funded with \$953,388 from Free Cash and \$100,000 from other available funds. The Enterprise Fund Capital requests totaling \$3,337,000 are to be funded with \$1,087,000 from the Sewer Retained Earnings and \$2,250,000 from other available funds & grants.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	AMOUNT
A1	Police Department	Replacement of Patrol Boat Motors	47,000
A2	Inspectional Services	Town Wide E-Permitting System	237,893
A3	DPW - Highway	Replace Sweeper H303	344,995
A4	Parks & Forestry	Brewster Garden Stairs	73,500
A5	Recreation	Memorial Hall Sound System Upgrade	350,000
A6	DPW - Sewer	WSPS Flood Barrier Wall	340,800
A7	DPW - Sewer	Water Street Interceptor	446,200
A8	DPW - Sewer	SCADA Improvements	300,000
B1	Municipal Airport	Airport Sewage Treatment Plant Upgrade	2,250,000
Total Article 4			4,390,388

ARTICLE 5: Fire Station #5 Renovation. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum of money for the design, construction, equipping and furnishing of a renovated fire station #5 at 827 State Road, Manomet, shown at Assessor's Map 48 Lot 6D, including but not limited to site preparation, demolition, and all other costs incidental and related thereto; or to take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$10,629,819 (Unanimous 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article will authorize the Substaintial Rehabilitation of Fire Station #5, in Manomet at 827 State Road, to be funded with \$9,100,000 from debt and \$1,529,819 from previously approved & other available funding and grants.

ARTICLE 6: Solar PILOT – 143 Hedges Pond Road. To see if the Town will vote, pursuant to the provisions of G. L. c.59, §38H, to authorize the Select Board and Board of Assessors to negotiate and enter into an agreement for payments in lieu-of-taxes ("PILOT"), for a 2,111.4 Kilowatt DC (more or less) solar photovoltaic energy generating facility for Hedges Pond Solar 1, LLC (or its affiliates, successors or assigns) to be located on a 49.08 acre parcel (more or less) at 143 Hedges Pond Road, currently shown on Plymouth Assessor's Map 55 Lot 53, upon such terms and conditions as the Select Board and Board of Assessors shall deem to be in the best interest of the Town, or take any other action relating thereto.

SELECT BOARD

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 6. Approval of this payment-in-lieu-of-taxes (PILOT) agreement will be for personal property tax associated with a ground mounted solar farm development located at 143 Hedges Pond Road in Plymouth, shown as lot 53 on Assessors Map 55. This is a ground mounted Solar Project on a portion of land described in the location, with a total production size of 2.1114 KW DC. The terms of this agreement would be \$15,000 per MW DC with an escalation of 2.5% per year for 20 years. 50% of these payments will be deposited into the Environmental Affairs Fund

ARTICLE 7: PILOT – Holtec. To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation to allow the Town of Plymouth to enter into a Payment In Lieu of Tax Agreement with Holtec and/or its subsidiaries, specifically for property and personal property located on property located on Parcels:

043-000-011-000	043-000-011D-000	043-000-011E-000	043-000B-124-000	044-000-001A-000
044-000-001B-000	044-000-002-000	044-000-013-000	044-000-027-000	044-006-525-000
044-006-527-000	047-000-008-000	076-000-003-000	076-000-004-000	076-000-005-000
094-000-001-000	094-000-002-000	094-000-003-000		

as shown on Plymouth's Assessors Map; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action relative thereto.

SELECT BOARD**RECOMMENDATION: Approval (Unanimous 11-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will authorize the Town to submit Special Legislation to the state to clarify the Town's legal ability to enter into a PILOT agreement with the owners of the nuclear power plant now that the plant has ceased active operation. The Town is hopeful that this will allow the community to receive additional compensation for the burden of housing the spent nuclear fuel beyond what is possible through current property tax assessment provisions.

ARTICLE 8: Affordable Housing. To see if the Town will vote to transfer the care, custody, management and control of the following parcel from the Town Treasurer for the purpose of sale at auction to the Select Board for purpose of conveyance, and further, that the Select Board be authorized to convey the property upon such terms and conditions as the Select Board deem appropriate to the Plymouth Redevelopment Authority for the purpose of affordable housing:

Parcel ID	Road	Legal Reference	Tax Title
046-000H-000H-028	31 Strand Ave	C25348	#12174

Or take any other action relative thereto,

PLYMOUTH REDEVELOPMENT AUTHORITY**RECOMMENDATION: Approval (Unanimous, 13-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of this article will transfer parcel 046-000H-000H-028, located at 31 Strand Avenue, from the Town Treasurer to the Plymouth Redevelopment Authority to construct a single-family dwelling to be added to the Town's affordable housing stock. To fund the project the Plymouth Redevelopment Authority has applied for a federal Grant through the Department of Housing and Urban Development's Choice Neighborhoods Implementation Grant Program.

ARTICLE 9

Withdrawn

SELECT BOARD

ARTICLE 10:

Withdrawn

SELECT BOARD

ARTICLE 11:

Withdrawn

SELECT BOARD

ARTICLE 12: Pavement Management Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Pavement Management Plan Debt Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$1,826,612 (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this article will authorize the Town to transfer \$1,826,612 from Free Cash to the Pavement Management Plan Debt Stabilization Fund for future use as it relates to road repair, maintenance, and/or construction in the Town. This amount is the excess of actual Motor Vehicle Excise receipts over the amount budgeted for FY21. The current balance in the fund is \$2,729,325. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for any future withdrawals from the stabilization fund.

ARTICLE 13: Facility Capital Maintenance Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Facility Capital Maintenance Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$2,500,000 (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this article will authorize the Town to transfer \$2,500,000 from Free Cash to the Facility Capital Maintenance Stabilization Fund for future use as it relates to capital maintenance of Town owned buildings. The current balance in the fund is \$2,506,728. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for any future withdrawals from the stabilization fund.

ARTICLE 14: Amend Airport Zoning Map. To see if the Town will vote to amend the Official Zoning Map #1 to rezone Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106 from Airport (AP) to Medium Lot Residential (R25) or take any other action relative thereto.

BY PETITION: Shannon Schultz, et al

RECOMMENDATION: Approval (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this article will amend the Official Zoning Map #1 to rezone these five lots, Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106, from Airport (AP) to Medium Lot Residential (R25) and place these 5 lots within the Medium Lot Residential District thereby making them conforming residential lots.

ROLL CALL VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

Y - For
Against
R - Recuse
Absent
not vote

N -
A - Abstain
X -
Ch - Chair did

ARTICLES

		VOTE TOTAL FOR-AGAINST-ABSTAIN															
		Eugene Blanchard Gail Butler Kevin Canty Brian Dunn Robert Eisenstein Karen Hamilton Joseph Lalley William Marani Lawrence McGrath Steve Nearman Donald Pratt Ashley Shaw Scott Stephenson Evelyn Strawn Robert Zupperoli															
		FOR-AGAINST-ABSTAIN															
1	Collective Bargaining Agreements																
	A Misc. D - Natural Resources - Seasonal Positions	Y	Y	Ch	X	Y	Y	Y	X	X	Y	Y	Y	X	Y	Y	10-0-0
	B Misc. D - Recreation -Seasonal Lifeguards & Head Lifeguards	Y	Y	Ch	X	Y	Y	Y	X	X	Y	Y	Y	X	Y	Y	10-0-0
	C Non-Union - Inspectional Services - Create Assistant Director position	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
	D SEIU Local 888	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
	E OPEIU Local 6	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
	F Superior Officers Association	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
	G Plymouth Police Brotherhood	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
2	H Personnel Bylaws	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
	FY2022 Budget Amendments	Y	Y	Ch	X	Y	Y	Y	X	X	Y	Y	Y	X	Y	Y	10-0-0
3	Unpaid Bills	Y	Y	Ch	Y	Y	Y	Y	A	Y	X	Y	Y	Y	Y	Y	12-0-1
4	Capital Outlay	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
5	Rehab Fire Station #5 (Manomet)	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	14-0-0
6	Solar PILOT - 143 Hedges Pond Rd	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
7	PILOT - Holtec	Y	Y	Ch	Y	X	Y	X	X	Y	Y	Y	Y	Y	Y	Y	11-0-0
8	Affordable Housing	Y	Y	Ch	Y	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	Y	13-0-0
9	Withdrawn			Ch													
10	Withdrawn			Ch													
11	Withdrawn			Ch													
12	Pavement Management Stabilization Fund	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	X	Y	Y	Y	Y	13-0-0
13	Facility Capital Maintenance Stabilization Fund	Y	Y	Ch	Y	Y	Y	Y	Y	Y	Y	X	Y	Y	Y	Y	13-0-0
14	Zoning - Amend Airport Zone	Y	Y	Ch	Y	Y	X	Y	Y	Y	Y	Y	Y	Y	Y	Y	13-0-0

CAPITAL
IMPROVEMENTS
COMMITTEE

TOWN OF PLYMOUTH - FY23 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/6/2022

DEPT ACCOUNT	DEPT PRIORITY	DIV. OR SPONSOR	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND	SOLID WASTE FUND	OTHER	DESCRIPTION BORROWING
155	1		Information Technology	Battery Replacement for Server Room	36,000	7	36,000	36,000						
	2			AssessPro AP5 Server Upgrade	39,000	8	39,000	39,000						
	3			Upgrade/Normalize Active Directory Structure	50,000	9	50,000	50,000						
	4			VOIP Implementation Completion	20,000	25	20,000	20,000						
	5			Expand/Secure WLAN	78,500	27								
210	1		Police Department	Mobile Data Terminal (MDT) Replacement	214,314	3	214,314	214,314						
	2			2022 Ford Transit Van to Replace 2003 Box Truck	63,000	49								
	3			Training Room A/V Update	64,100	34								
	SPECIAL			Replacement of Patrol Boat Motors	47,000	21	47,000	47,000						
220	SPECIAL		Fire Department	Substantial Rehab of Station 5 (Manomet)	10,629,819	22	10,629,819							funding &
	2			Replacement of Tanker 1 Pumping Tanker	493,852	2	493,852	493,852						1,529,819 ARPA
	3			Rehab 2011 E-One Cyclone 1500GPM Pumping Engine	106,723	10	106,723	106,723						9,100,000
	4			Replace Air Compressor & Air Tank Refill Station	86,947	20	86,947	86,947						
241	SPECIA L		Inspectional Services	Town Wide E-Permitting System	237,893	13	237,893	137,893						100,000 State Grant
300			School Department	School Building Repair Program										
	1	SES		HVAC Replacement	4,100,000	4	4,100,000							ESSER Budget
	2	MES, CSES, HES, SES		Roof Assessment with ADA Review	185,500	28	185,500	85,500						3,100,000 Program
	3	SES, FFES		Siding Assessment	66,000	29	66,000	26,000						1,000,000 ESSER Budget
	4	WES		Repair Entryway	40,280	11	40,280	40,280						100,000 Program
	5	FFES		Phase III Window Replacement	158,190	24	158,190	68,190						40,000 ESSER Budget
	6	SES		Generator Replacement	81,207	26								90,000 Program
	7	IBES		Window Replacement	507,266	33	507,266	237,266						270,000 ESSER Budget
	9	PCIS		Replace Gymnasium Floor	317,600	50								
	10	HES		Replace Gymnasium Floor	113,760	51								
	11	NMES		Replace Gymnasium Floor	223,680	52								
	12	PSMS		Mill, Pave and Line Lot	210,531	40								
	13	CSES		Mill, Pave and Line Lot w/Walkway Repair	124,892	41								
300	8		School Department	School Vehicle & Equipment Replacement Program										
				Replace 2008 Ford Express & 2012 Ford F250 w/plow	95,942	37								
411	1		DPW - Engineering	Improvements	2,700,000	1	2,700,000							2,700,000
	2			Pavement Management & ADA Compliance Program	175,000	14	175,000	175,000						
	3			Manomet Avenue Wicking Wells	525,000	45								
	Petition			Route 80 Sidewalks	1,500,000	47	1,500,000							1,500,000
420	SPECIAL		DPW - Highway	Town Vehicle & Equipment Replacement Program										
	1			Replace Sweeper H303	344,995	16	344,995	344,995						
				Replace Truck H345 - 2006 Ford F350	89,928	31								

TOWN OF PLYMOUTH - FY23 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/6/2022

DEPT ACCOUNT	DEPT PRIORITY	DIV. OR SPONSOR	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	PROJECT COST	R ANK	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND	SOLID WASTE FUND	OTHER	DESCRIPTION BORROWING
420	2	DPW - Highway	DPW - Highway	Replace Trailer H325 - 2006	43,125	42								
420	3	DPW - Highway	DPW - Highway	Replace Truck H335 - 2002 Volvo	346,109	32	346,109	346,109						
420	4	DPW - Highway	DPW - Highway	Replace Truck H301 - 2002 Volvo	326,085	44								
425	3	DPW - Fleet	DPW - Fleet	Replace 2013 Focus (2), 2012 Taurus, 2005 Crown Vic	114,637	43								
492	2	Parks & Forestry	Parks & Forestry	6-Wheel Truck with Chip & Dump Body	361,156	30								
492	3	Parks & Forestry	Parks & Forestry	Replace P22 with 1-Ton Dump Truck	119,491	35								
425	1	DPW - Fleet	DPW - Fleet	Update Truck Radios	298,678	23	298,678	298,678						
	2			Replace Vehicle/Equipment Lifts (4)	38,870	46								
421	1	DPW Administration	DPW Administration	Road Preservation - Accepted/Unaccepted	5,000,000	12	5,000,000							5,000,000
422	1	DPW - Facilities	DPW - Facilities	Police Station HVAC Replacement	1,426,000	15	1,426,000	1,347,409						
	2			Town Building Plumbing Upgrades	157,323	38	157,323	157,323						
	3			Town Building Painting Repairs	160,799	39	160,799	160,799						
427	1	MEA	MEA	Dredging of Jenney Pond	2,201,000	18	2,201,000							CPA & Grants
	2			Re-Power MU-5	30,000	5	30,000							30,000 Waterways
	3			T-Wharf/Town Wharf Inspection	49,950	36	49,950							49,950 Waterways
	4			Abatement/Demo/Cleanup of Granby Lane	75,000	48								
	Petition			Long Beach Coastal Access Project	68,000	53	68,000							68,000 Environmental Affairs Fund
492	4	Parks & Forestry	Parks & Forestry	Repair Tennis Courts - Briggs Field & Elmer Raymond	91,013	19								
				REMOVED by Department	(91,013)									
	SPECIAL	Parks & Forestry	Parks & Forestry	Brewster Garden Stairs	73,500	6	73,500	73,500						
630	SPECIAL	Recreation	Recreation	Memorial Hall Sound System Upgrade	350,000	17	350,000	350,000						
TOTAL GENERAL FUND PROJECTS					34,966,642		31,900,138	4,942,778	0	0	0	0	5,456,360	21,501,000

60-440	SPECIAL	DPW Utilities (WWTP)	CMOM Program	500,000	4	500,000	312,555	187,445	Premium Fund & 2016S8 Sewer Emergency					
			Effluent Baffle Wall	300,000										
			Replace 2003 Ford F250	72,218										
			Surf Rake 600HD	62,690										
			Greasezilla	4,470,000					W & C funded project					
			WSPS Flood Barrier Wall	340,800										
			Water Street Interceptor	446,200										
			SCADA Improvements	300,000										
TOTAL FOR SEWER					6,491,908	6,491,908	0	0	1,834,463	0	0	4,657,445	0	
61-450	1	DPW Utilities (Water)	Infrastructure Improvements	5,242,600	1	5,242,600								5,242,600

TOWN OF PLYMOUTH - FY23 CAPITAL IMPROVEMENT PLAN REQUESTS PRIORITIZED BY THE CAPITAL IMPROVEMENTS COMMITTEE ON 1/6/2022

DEPT ACCOUNT	DEPT PRIORITY	DIV. OR SPONSOR	DEPARTMENT OR SPONSOR	PROJECT DESCRIPTION	PROJECT COST	R A N K	TOWN MANAGER RECOMMENDED PROJECT FUNDING	FREE CASH	AIRPORT FUND	SEWER FUND	WATER FUND	SOLID WASTE FUND	OTHER	DESCRIPTION BORROWING
						2								Premium Fund & 20189B4 Forges Field Well & Water Expansion &
2				Pump Station Upgrades	500,000		500,000				207,211			Design
3				Replace Pickup W42	79,440	3	79,440				79,440			
				TOTAL FOR WATER	5,822,040		5,822,040	0	0	0	286,651	0	292,789	5,242,600
65-482	1	SPECIAL 3	Municipal Airport	Runway Environment Assessment (EA)	167,000	1	167,000				8,600			Fed & State Grants
				Airport Sewage Treatment Plant Upgrade	2,250,000	2	2,250,000							2,250,000 ARPA Funds
				Airport Hangar Insulation Replacement	100,000	3	100,000				100,000			
				TOTAL FOR AIRPORT	2,517,000		2,517,000	0	108,600	0	0	0	2,408,400	0
66-433			DPW Utilities (Solid Waste)	Office Container Containers/Dumpsters	26,840	1	26,840							26,840 Old Article Transfers 94,572 Old Article Transfers
					94,572	2	94,572							
				TOTAL FOR SOLID WASTE	121,412		121,412	0	0	0	0	0	121,412	0
				TOTAL FOR ENTERPRISE FUNDS	14,952,360		14,952,360	0	108,600	1,834,463	286,651	0	7,480,046	5,242,600
				TOTAL PROJECTS	49,919,002		46,852,498	4,942,778	108,600	1,834,463	286,651	0	12,936,406	26,743,600

ARTICLE
SUPPORTING
DOCUMENTATION

ARTICLE 1:

ARTICLE 1: Personnel Bylaws and Collective Bargaining Agreements. 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.

SELECT BOARD

1A. Misc. D – Natural Resources – Seasonal Positions

RECOMMENDATION: Approval (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1A. Approval of this article will adopt the new seasonal hourly rates for Natural Resources positions as outlined in the included memorandum.

1B. Misc. D – Recreation – Seasonal Lifeguards & Head Lifeguards

RECOMMENDATION: Approval (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1B. Approval of this article will adopt the new seasonal hourly rates for Recreation Dept. seasonal lifeguards and head lifeguards as outlined in the included memorandum.

1C. Non-Union – Inspectional Services – Create Assistant Director position

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1C. Approval of this article will create a new Assistant Director of Inspectional Services position.

1D. SEIU Local 888

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1D. Approval of this article will adopt the negotiated MOA for the SEIU Local 888 bargaining unit as outlined in the included memorandum.

1E. OPEIU Local 6

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1E. Approval of this article will adopt the negotiated MOA for the OPEIU Local 6 bargaining unit as outlined in the included memorandum.

1F. Superior Officers Association

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1F. Approval of this article will adopt the negotiated MOA for the Superior Officers Association bargaining unit as outlined in the included memorandum.

1G. Plymouth Police Brotherhood**RECOMMENDATION: Approval (Unanimous 11-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 1G. Approval of this article will adopt the negotiated MOA for the Plymouth Police Brotherhood bargaining unit as outlined in the included memorandum.

1H. Personnel Bylaws**RECOMMENDATION: Approval (Unanimous 11-0-0)**

The Advisory & Finance Committee recommends Town Meeting approve Article 1H. Approval of this article will adopt the negotiated Personnel Bylaw changes as outlined in the included memorandum.



TOWN OF PLYMOUTH

26 Court Street
Plymouth, Massachusetts 02360
(508) 747-1620

Article 1A & 1B

DATE: February 10, 2022

TO: Lee Hartmann, Acting Town Manager

FROM: Marie Brinkmann, Director of Human Resources

RE: Seasonal Hourly Rate Request

CC: Lynne Barrett, Finance Director
Advisory and Finance Committee

Marie Brinkmann

This memorandum provides information regarding a request to increase the hourly rates of certain non-union, seasonal positions.

In this ongoing, challenging hiring environment, we have found that the Town is losing many of the limited number of qualified seasonal candidates to surrounding towns. It is imperative that the wages for these positions remain competitive. The Town relies heavily upon the performance of these employees to provide valuable services to the citizens, as well as visitors, to the Town. Without this wage adjustment, filling these important positions with qualified candidates will only become more difficult.

Please keep in mind that the employees who occupy these positions do not receive benefits from the Town, as a result their compensation is based solely on their hourly wage.

In preparing for this proposal, both hiring departments have anticipated their proposed wage increases when creating their current budget and/or revolving fund proposals.

In order to remain competitive in an extremely tight seasonal job market, and enable the Town to attract and retain quality candidates to continue to provide the services we all rely on, please support this request for hourly rate increases for these seasonal positions.

Thank you.

Proposed Wage Rate Increase for Seasonal Natural Resources Positions (Non-Union Misc D)

The Department of Marine and Environmental Affairs (DMEA) proposes the new rates shown below for the positions of seasonal Natural Resources Assistant, seasonal Natural Resources Technician and seasonal Natural Resources Officer. By increasing these wage rates, DMEA aims to make these positions more competitive and to attract quality candidates.

Hiring challenges during the 2021 season, including a lack of applicants and difficulty recruiting and onboarding from within the applicant pool, resulted in a deficit of staff required to manage the beach until early July, and some areas were temporarily closed to vehicles as a result because permit-required staffing levels could not be met.

Staffing difficulties during the 2021 season have been discussed among a group of beach managers that meets regularly. A survey showed that similar positions in other towns were paid at hourly rates ranging from approximately \$15 to \$18 during the 2021 season. Most are considering increasing rates for the upcoming season.

The starting rate for Natural Resources Assistants and Technicians during the 2021 season was \$14.00/hour. The currently approved increase for the 2022 season is \$14.75/hour, however, this rate still falls below the typical range of other towns for similar positions. DMEA proposes to increase the hourly rates based on a step 1 rate of \$16.00 for Natural Resources Assistants and Technicians to make the hourly rate more competitive and attract quality candidates. The Natural Resources Officers have a supervisory role over the Natural Resources Assistants and Technicians, and the proposed rates will maintain the separation between the hourly rates. The proposed wage rates are shown in the table below.

The proposed wage rates are expected to increase the budget by approximately \$21,000, and this increase was included in the FY23 reauthorization request for the Plymouth Long Beach Revolving Fund. DMEA proposes to implement the proposed rates at the beginning of the 2022 summer season. The revolving fund's FY22 budget is expected to be able to absorb the increase in wages of approximately \$7,500 for seasonal staff working during the months of May and June 2022.

Current and Proposed Hourly Rates

Position	Step	2021 Rate	2022 Rate	Proposed 2022 Rate
Minimum Wage		\$13.50	\$14.25	\$14.25
Natural Resources Technicians & Assistants	1	\$14.0000	\$14.7500	\$16.0000
	2	\$14.3264	\$15.0764	\$16.4800
	3	\$14.9282	\$15.6782	\$16.9744
	4	\$15.5096	\$16.2596	\$17.4836
Natural Resources Officers	na	\$20.1200	\$20.8700	\$22.6377

Recreation Department

Memo

To: Marie Brinkmann, Human Resources Director

From: Anne Slusser-Huff, Recreation Director

CC: Barry Deblasio, Community Resources Director

Date: 2/7/2022

Re: Recreation Department Memo for Wage Increases for lifeguards and head lifeguards

Recreation Department Memo for Wage Increases

The Recreation Department is requesting to increase the wages for lifeguards and head lifeguards this year. Finding qualified lifeguards has been a challenge for the Department for the last few years. We are currently competing with the Department of Conservation and Recreation who is starting pay for lifeguards at \$20 an hour and \$21 an hour for head lifeguards. They are also offering free lifeguarding course and \$500 retention bonuses to lifeguards that complete the summer season. Towns like Barnstable are starting their pay at \$17.50 per hour for lifeguards and \$18.50 for their head lifeguards.

During our recent aquatics meeting it was brought up that almost every community from the South Shore to the North Shore is struggling to retain and attract new guards. Reasons include lack of qualified candidates, lack of certified instructors, lack of competitive pay and lack of available and affordable lifeguarding courses.

The budget currently submitted for approval at Town meeting reflects the increase in the salaries.

MISC-D RATES EFFECTIVE AS OF 1/1/22

CURRENT RATES

Group/BU	Grade	Description	Job Class	Step 01	Step 02	Step 03	Step 04	Org	Object	Status
NONM	LIFH	HEAD LIFEGUARD	T909	17.25	17.75	18.25	18.75	00106305	511001	SL
NONM	LIFE	LIFEGUARD	T912	16.25	16.75	17.25	17.75	00106305	511001	SL

PROPOSED RATES

Group/BU	Grade	Description	Job Class	Step 01	Step 02	Step 03	Step 04	Org	Object	Status
NONM	LIFH	HEAD LIFEGUARD	T909	19	19.50	20		00106305	511001	SL
NONM	LIFE	LIFEGUARD	T912	17.00	17.50	18	18.50	00106305	511001	SL



TOWN OF PLYMOUTH

26 Court Street
Plymouth, Massachusetts 02360
(508) 747-1620

DATE: February 18, 2022

TO: Lee Hartmann, Acting Town Manager

FROM: Marie Brinkmann, Director of Human Resources

RE: Assistant Director of Inspectional Services

CC: Lynne Barrett, Finance Director
Advisory and Finance Committee

Lee Hartmann
Marie Brinkmann

This memorandum provides information regarding a request to create the position of Assistant Director of Inspectional Services in the Inspectional Services Department.

The Town of Plymouth relies upon the Department of Inspectional Services to provide valuable services to the community while ensuring a safe public and private environment for the residents. As the size of the community has grown, the volume of service for the Department of Inspectional Services has grown with it. The Assistant Director position will be key to providing the additional assistance required with oversight of day-to-day operations and supervision. Additionally, this position will provide the added support needed to improve services such as enforcement, plan review, coordination of annual certifications with the Fire Department, meetings with potential permit holders on proposed construction projects, and interdepartmental coordination and communication.

When creating his current budget, the Director of Inspectional Services has anticipated the proposed salary at an M5 level within the non-union Executive Management classification plan (\$76,374-\$98,491).

This new position will allow the Department to continue to meet the expected level of service that residents of the Town rely upon.

Thank you for your consideration.

Memorandum of Agreement
Town of Plymouth
And
SEIU Local 888
For Collective Bargaining Agreement
July 1, 2021 – June 30, 2024

The following constitutes a ratified agreement between the parties, subject to ratification by the Select Board and subject to appropriation by Town Meeting. The information below in this Memorandum of Agreement shall be incorporated into the Collective Bargaining Agreement (CBA) unless specifically outlined otherwise only after Town Meeting approval.

1. Pay Equity Adjustment of \$4,000 effective in year two of the contract (7/1/22). This will not be added to the CBA, but is memorialized in this MOA.
2. The following positions will be reclassified effective in year two of the contract (7/1/22). This will not be added to the CBA, but is memorialized in this MOA.

Center for Active Living – 1 position – C3 to C4
Clerk's Office – 1 position – C4 to C5
DPW/Sewer – 1 position – C4 to C5
DPW/Maintenance – 1 position – C4 to C5
Planning/ZBA – 1 position – C4 to C5
Police Records – 1 position – C4 to C5
Public Health Part Time – 1 position – C3 to C4

3. Amend Article II – Vacancies and New Positions effective in year two of the contract (7/1/22) as follows:

An employee who is promoted will be placed in the step of grade to which promoted that will assure no loss of pay and with a guarantee of at least a ~~one hundred dollar (\$100)~~ ~~five hundred dollar (\$500)~~ annual increment.

4. Amend Article VI – Holidays as follows:

All members of the bargaining unit will be guaranteed ~~twelve (12)~~ ~~thirteen (13)~~ paid holidays as follows:

New Year's Day	Martin Luther King's Birthday	Patriot's Day
President's Day	Independent Day	Memorial Day
Columbus Day	Labor Day	Thanksgiving Day
Day After Thanksgiving	Veteran's Day	Christmas Day
Juneteenth		One Half Day Off on Christmas Eve as long as it falls on a week day **

5. Amend Article VII – Work Week effective in year two of the contract (7/1/22) as follows:

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 1/2) for hours worked be paid at time-and-a-half (1 1/2) for hours worked in addition to their regular workday salary. Employees Union members~~ 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 1/2) for hours worked in addition to their regular holiday pay. All compensatory time earned pursuant to this agreement must be used within 30 days or will be lost.~~

6. Amend Article VIII – Overtime effective in year two of the contract (7/1/22) as follows:

Employees may be required to work ~~a reasonable amount of~~ overtime as a condition of their employment. Time and one-half will be paid for all hours of work in excess of eight (8) hours per day or forty (40) hours per week. Part-time employees will receive overtime/compensatory time for hours worked in excess of forty (40) hours in a week. The only exception to the rule is the selling of beach and dump stickers. Overtime will be paid at time and a half for all hours worked. 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) hours at time and one half (1 1/2) for night meetings, ~~and~~ call backs ~~and special assignments~~. All full time employees who work their regular hours will be guaranteed time and a half (1 1/2) for special assignments, that occur after the completion of their regular hours, including but not limited to the selling of beach and dump stickers.

Employees may be permitted to choose compensatory time in lieu of overtime pay at the discretion of the department head. ~~Employees may earn up to 37.5 hours of compensatory time (twenty-five hours of overtime worked at time and one-half) per fiscal year.~~ Over the course of a fiscal year, employees may maintain a compensatory time balance of up to 37.5 hours (25 hours of overtime worked at time and 1/2) or 40 hours (26.75 hours of overtime worked at time and 1/2) depending upon scheduled week. At the end of the fiscal year, any compensatory time balance will be paid out at the regular rate and shall not carry over to the next fiscal year.

7. Amend Article XI – Duration Clause as follows:

This agreement will be effective ~~July 1, 2018~~ ~~July 1, 2021~~ and will continue to remain in full force and effect to and including ~~June 30, 2021~~ ~~June 30, 2024~~ and shall thereafter automatically renew itself for terms of one (1) year unless by December 1 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.

8. Amend Article XIII – Salaries as follows:

Employees shall be paid in accordance with the following salary schedules:

~~FY19 (effective July 1, 2018) FY22 (effective July 1, 2021) increase of 2%~~
~~FY20 (effective July 1, 2019) FY23 (effective July 1, 2022) increase of 2%~~
~~FY21 (effective July 1, 2020) FY24 (effective July 1, 2023) increase of 2%~~

Step raises will be granted in succeeding years on July 1. Any **new** employee who has worked in pay grade for less than thirty (30) weeks before July 1 of a year will be eligible for a step raise on the following January 1 and subsequent anniversaries of January 1. Otherwise all step raises for new **or promoted** employees shall be on July 1. **When an employee is promoted, the employee's step raise date shall not change.**

9. Amend Article XIII – Salaries as follows effective in year two of the contract (7/1/22):

~~On June 30, 2012 a 2% "6th step" will be added to the existing wage scale. On July 1, 2022 step 0 will be eliminated from the wage scale, the current senior step will be incorporated into the wage scale, and a new senior step will be added.~~ Employees are eligible for the **6th 2% senior** step if they have completed 10 years as an SEIU employee with Plymouth AND if they are maxed out in the existing wage scale.

10. Amend Article XV – Personal Leave as follows:

a. Personal leave may be ~~taken in either full or half day allotments used in one hour allotments of at least 2 hours, or as a full day.~~

11. Amend Article XV – Personal Leave as follows:

b. Application for personal leave will be made to the Department Head or his/her designee in writing and will be made at least twenty-four (24) hours before taking such leave (except in cases of emergency). 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 or holiday.~~

12. Amend Article XVI – Bereavement Leave as follows:

Emergency leave of up to 4 days will be allowed for death in an employee's immediate family; wife, husband, **domestic partner**, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law **or** sister-in-law, **son-in-law, daughter-in-law, step parent, step-sibling, step-child**, significant other, or a member of the household. One work day for less immediate family members. Eligibility for leave shall commence upon the date of death of a covered member of the family, unless there are extenuating circumstances in which case the employee may request a delay in the start of the leave or use of non-consecutive days from the Town Manager or his/her designee. Such request will not be unreasonably denied.

13. Amend Article XVII – Vacation Leave effective in year two of the contract (7/1/22) as follows:

In the granting of vacation dates, seniority within the Division will be the determining factor when employees request the same dates for vacation. No more than one (1) employee in each Division will be on vacation at any one time, unless approved by Division Head.

1. **A.** Vacation accrual is determined by using the HIRE DATE regardless of part-time or full-time status.

B. A prorated date will be determined for the purpose of promotion and job bidding only.

2. A. 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 4 month anniversary of employment.

Years of Service Completed	Vacation Days	Hourly Accrual Rate (7.5 per day)	Hourly Accrual Rate (8 per day)
0 up to 2	10	1.44	1.54
2	11	1.59	1.69
3	12	1.73	1.85
4	13	1.875	2.00
5	15	2.16	2.31
6	16	2.31	2.46
7	17	2.45	2.62
8	18	2.60	2.77
9	19	2.74	2.92
10 & 11	20	2.88	3.08
12 & 13	21	3.03	3.23
14 & 15	22	3.17	3.38
16 & 17	23	3.32	3.54
18 & 19	24	3.46	3.69
20	25	3.61	3.85

B. 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, 2016. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at four (4) month anniversary of employment.

Years of Service	Vacation Days	Hourly Accrual Rate (7.5 per day)	Hourly Accrual Rate (8 per day)
0 up to 2	10	1.44	1.54
2	11	1.59	1.69
3	12	1.73	1.85
4	13	1.88	2.00
5	15	2.16	2.31
6	15	2.16	2.31
7	15	2.16	2.31
8	15	2.16	2.31
9	15	2.16	2.31
10 & 11	16	2.31	2.46
12 & 13	17	2.45	2.62
14 & 15	18	2.60	2.77
16 & 17	19	2.74	2.92

18 & 19	20	2.88	3.08
—20	20	2.88	3.08

*This is an approximate illustration of vacation time in days; your actual accrual is based on the "Hourly Weekly Accrual Rate"

14. Amend Article XVII – Vacation Leave effective in year two of the contract (7/1/22) as follows:

On December 1st of each year, an employee can buy back up to 5 days of vacation time at their current rate of pay. 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 and have 4 weeks of vacation on the books.

15. Amend Article XVIII – Sick Leave as follows:

B. The parties agree to the use of no more than 5 days of sick leave per year for mother, father, spouse, significant other, child, grandparent, grandchild, sibling or the immediate household. **The use of sick leave for the above noted family members will be allowed past the five (5) days when in compliance with FMLA or Parental Leave Act.**

16. Amend Article XVIII – Sick Leave effective in year two of the contract (7/1/22) as follows:

K. The Town agrees that is shall pay to the employee upon his voluntary retirement or upon the death of said employee to his named beneficiary **Twenty-five dollars (\$25) for each 7 1/2 (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 thirty-five hundred (\$3,500) dollars**. **forty percent of an employees unused, accrued sick leave calculated at the rate of the employee's wages for a full work day of work up to a maximum payment of four thousand (\$4000) 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.

L. The Town agrees to grant one (1) **incentive day of compensatory time** to full-time and part-time employees who do not use a sick leave day or any part of a sick leave day in **the** six-month period **between 7/1 and 12/31, and then again between 1/1 and 6/30.** This benefit will begin July 1, 2006. This benefit shall be prorated for part-timers in proportion to the number of hours worked each week as it bears to thirty-seven and one half (37 1/2) hours.

17. Amend Article XXIV – Management Rights as follows:

O. Any new software (including cloud-based services) introduced by the Town, so long as training and support is done at the Town's expense during normal working hours, shall be implemented and utilized.

18. Amend 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 (2019-2021) (2022-2024), the contract will be reopened on the issue of salary increases. A "salary-related increase" shall be defined as COLA.

19. Amend Article XXXVIII – Longevity effective in year two of the contract (7/1/22) as follows:

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 starting in the pay period 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 paid in pro-rated amounts included in the employees' paycheck every pay period. 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	\$450	\$400
10	\$200	\$600
15	\$300	\$900
20	\$550	\$1200
25	\$750	\$1500

Signed for the Town:

Brian F. Quintal Jr.
Betty A. Cavacco

Brian F. Quintal Jr.

Date

Signed for the Union:

Tina K. Bruneau
Jaanne M. Evans
Marsha H. Bruley

3/1/2022

Date

Memorandum of Agreement for 2022-2024 Collective Bargaining Agreement
by and between
Town of Plymouth and OPEIU

The Town of Plymouth and OPEIU hereby set forth this memorandum of agreement (MOA) by which the Town and OPEIU tentatively agree to a successor collective bargaining agreement covering the period of July 1, 2021 to June 30, 2024 as follows with the agreement subject to ratification by OPEIU and by the Select Board, and subject to Town Meeting affirmative vote:

1. Pay equity adjustment of \$4,000 effective in year two of the contract (7/1/22). This language will not be added to the CBA, but is memorialized in this MOA.
2. A consistent hourly rate using the 37.5 hour rate, will be established in each position classification, regardless of the hours of work required (37.5 or 40 hours per week) effective in year two of the contract (7/1/22). This language will not be added to the CBA, but is memorialized in this MOA.
3. The following OPEIU positions will be reclassified as described below. This language will not be added to the CBA, but is memorialized in this MOA.

Activities Coordinator A1 to A3 effective in year two of the contract (7/1/22)
Payroll Administrator A5 to A7 temporary reclassification made permanent
Accounts Payable Administrator A5 to A7 temporary reclassification made permanent
Local Inspector B I3 to I4 effective in year two of the contract (7/1/22)
Zoning Inspector I2 to I3 effective in year two of the contract (7/1/22)

4. Amend Article XII – Continuing Education Program effective in year three of the contract (7/1/23) as follows:

Section 12.01: For permanent full-time employees of the bargaining unit who have been in continuous employment with the Town for at least one (1) year, the Town will provide tuition reimbursement for ~~one (1) two (2)~~ academic course of up to ~~four (4) eight (8)~~ semester hours per fiscal year. The maximum reimbursement in any fiscal year will be ~~\$420.00 \$1,000~~ per employee. All courses must be job-related and must be from an accredited institution designed to improve the employee's performance in his/her particular position. Employees will also be reimbursed for any courses they must take if they are part of a matriculated degree program.

Approval for any course must be made in advance of registration and be forwarded to the Human Resources Office with the recommendation of the Department Head. Reimbursement is contingent upon receiving a "B" or better grade or a passing grade in a pass/fail grading

system. Reimbursement will be made as above and on the basis of availability of appropriated funds. Management will include appropriate funding in its proposed training budget each year.

The Town shall pay an annual stipend for the following degrees relevant to the employee's position per the discretion of the Department Head and Human Resources. These stipends shall be paid in pro-rated amounts included in employees' paycheck every pay period. These stipends shall not be combined.

Bachelor's Degree - \$2,000

Master's Degree - \$3,000

5. Amend Article XIII – Earned Time and Long Term Illness Account in year three of the contract (7/1/23) as follows:

F. Once per fiscal year, the employee may buy back up to 5 days of earned time at his/her current rate of pay. In order to be eligible for this benefit said employee must have ten (10) years or more of service to the Town and have at least 4 weeks of earned time accrued.

6. Amend Article XXIII – Compensation Plan effective in year two of the contract (7/1/22) as follows:

Section 23.07:

Commencing on June 30, 2012, a 3% "7th year senior step" will be added to the existing wage scale. **Effective 7/1/22 the first step in the wage scale will be eliminated, the current senior step will be incorporated in the wage scale, and a new senior step will be established at 3% over the former senior step.** Employees are eligible for the senior step if they have reached year 7 of their OPEIU employment with the Town of Plymouth AND if they are maxed out in the existing wage scale.

7. Amend Article XXVI – Reduction in Force as follows:

Section 26.02:

In the event of a layoff, laid off employees who have more seniority shall have the right to bump other employees in the same or lower paid positions who have less seniority, provided that the more senior employee is qualified and/or certified for the position. Any employee who exercises his/her bumping rights 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 any department or division, using the procedures outlined in this section, provided that the employee desiring to bump is qualified to perform the duties of the job. **A recall list will be established by seniority for those employees separated. Recall will be made in order of**

seniority. The laid-off employees shall have recall rights for a period of two (2) years from the last day worked.

8. Amend Article XV – Holidays as follows:

Section 15.01:

The following days shall be recognized as paid holidays.

- ❖ New Year's Day
- ❖ Martin Luther King Day
- ❖ Presidents Day
- ❖ Patriots Day
- ❖ Memorial Day
- ❖ **Juneteenth**
- ❖ Independence Day
- ❖ Labor Day
- ❖ Columbus Day
- ❖ Veterans Day
- ❖ Thanksgiving Day
- ❖ Day After Thanksgiving
- ❖ Christmas Eve (early release at noon)
- ❖ Christmas Day

Section 15.04:

If a Unit A employee is scheduled to work a holiday, he/she will receive an alternate day off with pay. If a Unit B employee is scheduled to work a holiday, the employee will receive holiday pay and be compensated at **1 ½ times** his/her regular rate of pay for hours worked. ~~Any hours worked in excess of 8 hours per day or 40 hours per week, shall be compensated at 1 ½ time the employee's regular rate of pay. Employees required to work on Thanksgiving Day, Christmas or New year's Day will be paid at two (2) times their regular pay for all hours worked on those days.~~

Holiday pay is the straight time hourly rate paid to all employees on paid holidays.

9. Amend Article I – Recognition adding Division Head (DH) designation to certain positions as follows:

Section 1.01:

In accordance with the certification of the Massachusetts Labor Relations Commission, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, standards of productivity and performance, and other terms and conditions of employment for:

Unit A:

All Managerial,
Supervisory, and
Exempt employees

INCLUDING

Accounting Officer **DH**
Airport Manager **DH**
Assistant Library Director
Asst. Super Cemetery/Park/Rec
Assistant Wastewater Manager
Cemetery Superintendent **DH**
Cemetery/Park/Rec Super
Civil Engineer
Community Development Dir.
Director of Assessing **DH**
Director of Elders Services **DH**
Director of Public Health **DH**
Economic Development Dir.
Emergency Management Dir. **DH**
Environmental Manager
Environmental Technician II
Facility Manager DH
Harbormaster **DH**
Head Pumping Station Operator
Highway Manager **DH**
Highway Superintendent
Information Technology Mgr.
Library Director **DH**
Operations Superintendent
Parks/Forestry Superintendent DH
Procurement Officer **DH**
Recreation Director **DH**
Solid Waste Manager/Re-
Cycling Coordinator
Town Clerk **DH**
Town Engineer **DH**
Town Planner
Town Surveyor
Transportation Engineer
Treasurer/Collector **DH**
Utilities Superintendent
Veteran's Services Agent **DH**
Water & Wastewater Engineer

Unit B:

All full-time and
part-time (employees who
work at least 15 hours per week) non-supervisory,
clerical, technical and administrative employees.

INCLUDING

Accounts Payable Administrator
Activities Coordinator
Administrative Asst. Cemetery/Crematory
Administrative Asst. Health
Assistant Cremationist
Advisory & Finance Committee A.A
Airport Coordinator
Animal Control Officer
Assessor/Analyst
Assistant Assessor
Assistant Building Inspector
Assistant Collector
Assistant Harbormaster
Assistant Treasurer
Building Inspector/Local A
Budget Analyst

Business Manager DPW
Business Manager Fire Department
Business Manager Police Dept.
Cash Manager
Conservation Planner
Conservation Staff Aide
Maintenance Superintendent

Cemetery Admin. Assistant
Chief Master Mechanic
Chief of Party
COA Dispatcher
Conservation Staff Aide
Coordinator of Support Services
Coordinator of Volunteers
Cremationist
Economic Development Program Coordinator
Environmental Technician
Environmental Technician I
Facility and Special Events Manager
Fire Alarm Superintendent

Wastewater Manager/Pre-Treatment Coordinator	Fire Apparatus Mechanic
Wastewater Superintendent DH	GIS Coordinator/Applications Coordinator
Water Superintendent DH	Internal Auditor
Water Quality/Service Manager	Lab Technician
	Library Account Manager
	Lister/Inspector
	Literacy Coordinator
	Local Inspector
	Local Inspector B
	Local Inspector/Health
	Meal Distribution Coordinator/Nutrition
	Natural Resource Officer
	Natural Resources Warden
	Office Manager – Airport
	Parking Meter Repair
	Payroll Administrator
	PC-Network Technician
	Planning Inspector
	Planning Technician
	Plumbing/Gas Inspector
	Procurement Assistant
	Program Coordinator
	Recreation Assistant
	Recreation Program
	Recreation Program Supervisor
	Recycling Coordinator
	Sealer Weights & Measures
	Shuttle Bus Operator
	Social Worker/Outreach
	Survey GIS Technician
	Systems Administrator
	Systems Analyst
	Transit Instrument Technician
	Wiring Inspector
	Zoning Field Inspector

* **This position will become part of the OPEIU bargaining unit when the current incumbent vacates the position.**

DH = Division Head

10. Amend Article IV – Management Rights as follows:

14. The Town may rehire retired or resigned OPEIU employees to perform OPEIU work on a temporary/part-time or seasonal basis, not to exceed 6 months unless mutually agreed by the parties, when it believes it is in the Town's best interest at an hourly rate chosen by the Town Manager, not to exceed the negotiated salary range.

15. The Town may make changes/updates to job descriptions with 5 business days notice to the designated OPEIU representative. Changes to the designated OPEIU representative will be provided to the Town as needed.

11. Amend Article XXII – Classification Plan as follows:

Section 22.02:

If the job duties of a bargaining unit member have increased or changed significantly, the member shall have the right to request a meeting with Human Resources to discuss the changes. The Town Manager, after consultation with the Department Head and Director of Human Resources, may reclassify any OPEIU position upon 5 days notice to the designated OPEIU representative. Changes to the designated OPEIU representative will be provided to the Town as needed.

The Town agrees to acknowledge when a reclassification request is received and to update the Union as the review process moves forward.

12. Amend Article IX – Hours of Work effective in year two of the contract (7/1/22) as follows:

Section 9.02:

All employees shall be available to work a reasonable amount of overtime as needed within the scope of their position. It is understood that management will make every effort to distribute overtime as equitably as possible. In the event an employee in Unit B is scheduled to work and, in fact, works in excess of eight (8) hours per day, or forty (40) hours per week in any given week, the employee will be entitled to compensatory time in the amount of one and one-half (1 ½) times the number of hours worked in excess of eight (8) hours per day, or forty (40) hours per week. ~~Subject to each particular department's appropriation for overtime, employees in the department may elect to receive overtime pay instead of compensatory time.~~

Compensatory time for Unit B members will accrue and be taken at the discretion of employees with the approval of his/her supervisor. Compensatory time shall be scheduled and used as soon as possible, ~~but in no event shall an employee retain accrued compensatory time more than nine (9) months after it was earned. Compensatory time cannot exceed one week accumulation at any time. If the employee has one week of compensatory time "on the~~

books", s/he will be paid overtime for any further work over 8 hours/day or 40 hours/week until the compensatory time has been reduced through usage (time off). Any unused compensatory time will be paid as overtime at the end of each fiscal year and will not carryover to the following fiscal year.

13. Amend Article XIX – Family and Medical Leave as follows:

Section 19.01:

In compliance with the Family and Medical Leave Act of 1993, the Town of Plymouth will provide FMLA leave for eligible employees.

Section 19.02:

~~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.~~

Section 19.03:

~~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 employees' leave will be pro-rated.~~

~~2) Twelve month period:~~

~~The Town of Plymouth uses 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 two days of earned time is used, from the employee's long term illness account. Any 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.

Section 19.04:

All other provisions of the Family and Medical Leave Act will apply. The Union acknowledges that the Union 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 VIII (grievance article) of this Agreement.

14. Amend Article XX – Small Necessities Leave Act as follows:

In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.

An employee is required to use appropriate accrued leave before going on unpaid status.

Section 20.01:

~~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 school activities and to attend to certain medical and other care needs such as:~~

~~Participation in school activities directly related to the educational advancement of the employee's son/daughter. (E.g., attending parent teacher conferences; enrolling child in school; interviewing for a new school).~~

~~To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.~~

~~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 (e.g., interviews at nursing or group homes).~~

Section 20.02:

~~If need for the leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.~~

~~If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.~~

~~To the extent possible, employees must provide written notice to the employer. If not feasible, employees may request leave orally.~~

~~Certificates and/or requests for leave provided by employees must be kept in the employee's personnel record and must be maintained for three years in accordance with G. L. c. 149, sec. 52C. Records and documents relating to medical certification or medical histories of employees'~~

~~family members must be maintained as confidential medical records and kept in separate files from the usual personnel files.~~

~~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 the collective bargaining agreement apply. If any employee does not have accrued leave, the leave will be unpaid.~~

~~Leave may be taken intermittently, on a reduced work schedule or in increments of not less than three hours.~~

~~Employees are required to provide certification documenting the need for the leave. Certification form, approved by the Attorney General, is to be completed for each request.~~

Section 20.03:

~~Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked for at least 1,250 hours over the previous twelve (12) months. The 12 month period is a rolling 12 month period measured backwards from the date an employee's Small Necessities Leave begins. If the employee has requested leave under the Family and Medical Leave Policy, the 12 month period will be the same.~~

Section 20.04:

Definitions

- ~~A. Son or Daughter: A son or daughter is a biological, adopted or foster child, or a stepchild or legal ward or a child of a person in loco parentis to the child. The child must be under 18 years of age or over 18 years but incapable of self care.~~
- ~~B. Elderly Relative: Someone at least 60 years old who is related by blood or marriage to the employee.~~
- ~~C. School: A public or private elementary or secondary school; a Head Start program; or a children's day care facility licensed under Massachusetts law.~~

15. Eliminate Article XXI – Maternity Leave and replace with Article XXI – Parental Leave as follows:

~~Under MGL Ch. 149, Sec. 105D, employees may be eligible for leave for events such as childbirth or adoption. Employees may use accrued sick and/or vacation, otherwise Parental Leave shall be unpaid.~~

Section 21:01:

~~As soon as an employee determines she is pregnant, she shall notify the Human Resources Director, in writing, of her pregnancy. The employee shall give at least thirty (30) days notice of the date she wishes to commence her maternity leave. Maternity leave shall be granted to female employees subject to and in conformity with the requirements of Mass. Gen. Laws, ch. 149, Sec. 105D. Upon medical certification of the period of disability, earned time followed by leave from the employee's Long Term Illness account shall be utilized during that period.~~

16. Amend Article XXII – Compensation Plan as follows:

Section 23:01:

The compensation range of a position class shall be the compensation range of all positions allocated to the class. Wage increases will be as follows:

~~FY22 (July 1, 2021) – 2%~~

~~FY23 (July 1, 2022) – 2%~~

~~FY24 (July 1, 2023) – 2%~~

17. Amend Article XXIV – Vacancies and New Positions as follows:

Section 24.01:

Whenever any vacancy occurs in a bargaining unit position or in the event that a new bargaining unit position is created the following procedure will be followed:

~~All permanent position vacancies will be posted for seven (7) calendar days within the bargaining unit prior to advertising the vacancy publicly.~~

Notice of vacancies shall be posted inside and outside concurrently and set forth the minimum qualification(s) for the position, a description of the duties of the position, the rate of compensation, and the final date for filing applications.

Employees interested in said vacancies or new positions shall apply, in writing, to the Human Resources Department within the posting period. Seniority will be considered as one factor in evaluating in-house candidates. ~~Qualified in-house candidates, as determined by the Town, will be given preference over outside candidates.~~

When a selection is made, the Union will be furnished the name of the successful applicant. Internal applicants will receive notification of whether or not they have been selected for the position.

18. Amend Article XXXIV – Wage Reopener as follows:

If town negotiates or agrees to any higher COLA with any other union group, the Town Manager and Selectmen will sponsor an article for the upcoming town meeting to match that COLA amount for OPEIU employees. **This article shall not apply when a greater wage increase is awarded as the result of an arbitrator's decision, a JLMC award or a reclassification.**

19. All Division Heads identified in Article I - Recognition shall be required to adequately supervise all staff within the division, including OPEIU members. Adequately supervising shall include initiating disciplinary action when necessary, evaluating performance, documenting issues in writing, testifying at grievances, and authoring and executing letters of discipline up to and including a written warning.

This language will be added to the job descriptions of all Division Heads identified in Article I – Recognition, will not be added to the CBA, but is memorialized in this MOA.

20. Amend Article XXIII – Compensation Plan effective in the first payroll in January, 2023 as follows:

Longevity Pay:

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 ~~lump sum during the month of November (this will not be in a separate check)~~ pro-rated amounts included in the employees' paycheck every pay period. Eligibility begins with the date of continuous employment. Part time employees shall receive the longevity benefits listed below on a pro-rated basis. An employee's benefit share shall bear the same relationship to the total benefits as the employee's average workweek bears to a full time work week.

21. Amend Article X – Deferred Compensation as follows:

Section 10.02:

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

22. Add new pay schedules for the positions of Coordinator of Volunteers and Meal Distribution Coordinator effective retroactive in year one of the contract (7/1/21). These schedules will not be added to the CBA but are memorialized in this MOA.

See attached schedules

Signed for the Town:

Richard F. Quintal Jr.

Betty A. Carucco

Stephen
E. Cobb

3 / 3 / 2022

Date

Signed for the Union:

Michael Crowley

Chad Holt

Jodie Volter

Kenneth Cole

Jeffrey

George E. Noel

Date 3/3/2022

Plymouth Police Superior Officers Association
And
Town of Plymouth
CBA FY 2022-2024

Memorandum of Agreement

This Memorandum of Agreement is entered into by and between the Town of Plymouth (Town) and the Plymouth Police Superior Officers Association (Union) by which the Town and Union agree to a successor collective bargaining agreement covering the period of July 1, 2021 to June 30, 2024. It is understood this agreement is subject to ratification by the Union and the Select Board, and subject to Town Meeting affirmative vote.

Whereas the Town and the Union have, pursuant to MGL. Ch. 150E, negotiated the terms of this agreement.

Now, therefore, the parties agree to the following:

***Language in red indicates changed or added language in the CBA**

1. Amend Article V – Uniform and Equipment effective in year two of the contract (7/1/22) as follows:

Effective July 1, 2016, each member of this group will be given Eight Hundred-Fifty (\$850) dollars per year for the replacement, cleaning and/or maintenance of uniforms and equipment. The check shall be issued during the first pay period in July of each year. Effective July 1, 2020, this amount shall increase to \$1,000 per year.

The Town agrees to pay for the cost of the purchase of new uniforms (2 pairs of pants, 2 short sleeve & 2 long sleeve) and rank insignia necessary when promoted to the rank of Sergeant and Lieutenant.

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

2. Amend Article XII – Court Time in year two of the contract (7/1/22) as follows:

Any employee who is required to attend Court for matters which arise out of the performance of his/her duty for or on behalf of the Town of Plymouth after his regular shift or on his day off

will be paid at a rate of time and one-half for such time in Court, and he shall be guaranteed a minimum of ~~three (3)~~ four (4) hours of pay at this rate.

3. Amend Article XXI – Vacation as follows:

J. Vacation allowances provided under the terms of this section will be calculated on a twelve (12) month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve (12) month period that immediately follows. In unusual circumstances, exceptions may be granted upon recommendations of the Chief. Such vacation will be granted by the Chief at such time as, in his opinion, it will cause the least interference with the performance of the regular work of the Town. **However, in no case may more than 2 weeks of vacation time be carried over between Fiscal Years. At his/her discretion, the Police Chief may make exceptions to this carry over language.**

At the end of each fiscal year, an employee with more than 10 vacation days remaining may buy back up to 5 days of the vacation time over 10 days at his/her current rate of pay. In order to be eligible for this benefit, the employee must have been employed with the Town of Plymouth for ten (10) years or more.

4. Amend Article XXXVI – Deferred Compensation as follows:

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

5. Amend Article XIX – Hours of Duty in year two of the contract (7/1/22) as follows:

HOURS OF DUTY FOR GROUP MEMBERS

The normal tour of duty for the Patrol Supervisors and Shift Commanders shall be as follows:

Work a 4 and 2 schedule as follows:

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

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

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

Those Supervisor assigned to administrative positions will be regularly assigned to work five (5) days per week with shifts of eight and one-half (8.5) hours per shift (i.e., 42.5 hours per seven-day week). These individuals will be compensated with an additional 9.5% increase to be included in base pay for all purposes.

Superior Officers assigned to Administrative Assignments will not be required to work holidays as defined in Article XIII of the collective bargaining agreement. However, the Chief retains the right to require Superior Officers assigned to any administrative position to work hours beyond their regularly scheduled work week as the needs of the Department may require. Superior Officers working hours beyond their regularly scheduled work week will receive premium pay as outlined in Article VII of the collective bargaining agreement. *Moved from Article XXXIX Special Assignments*

The Court Prosecutor due to his/her additional responsibilities and duties outside of the regular work week will be compensated a shift differential stipend equivalent to 11.5% of his weekly pay, included in base pay for all purposes, to complete the task.

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

This reinstates the 2.5 admin OT pay as well as changes the court prosecutor pay for coming in on Sundays to prepare for court to a stipend, both to be in effect year two of the contract.

6. Amend Article XXXIX - Special ~~Assignments~~ Positions effective in year two of the contract (7/1/22) as follows

The Chief of Police may assign members of the Plymouth Police Superior Officers Union to specialty positions (i.e., Mountain Bike Supervisor, Motorcycle Supervisor, Detective Sergeant, etc.). These specialty positions and members will be posted each year.

Superior Officers assigned to specialty positions shall be paid at the rate of \$100 per month only for the month's during which the employee is assigned. Superior Officers are eligible for only one monthly credit of \$100 regardless of the number of Specialty Assignments. The Chief retains the right to create new specialty assignments or eliminate assignments under the same conditions as the needs of the Department may require.

The rest of this article was removed or moved to article XIX Hours of Duty

7. Amend Article XXIV – Wages as follows:

WAGES: The wage schedule is replaced with Appendix A.

Salaries to reflect COLA increases:

~~FY19 FY22 (effective July 1, 2018 2021)~~ increase of 2%

~~FY20 FY23 (effective July 1, 2019 2022)~~ increase of 2%

~~FY21 FY24 (effective July 1, 2020 2023)~~ increase of 2%

All of the economic provisions of this agreement including wages and other economic fringe benefits, are subject to town meeting funding and appropriation on an annual basis. In the event that town meeting shall reduce the Police Department budget that has been submitted by the Select Board for its approval or it fails to approve requests for appropriations to fund provisions or amendments to this agreement, then the parties agree to renegotiate the economic provisions of this agreement.

Effective January 1, 2012, the award of a senior step three (3%) percent higher than the current top step for each rank, and effective for each bargaining unit member who has a minimum of five (5) years in rank. ~~Effective July 1, 2022, a 6% equity adjustment is made across the board, and a 4% differential between each step.~~

8. Amend Article XI C – Limited Duty as follows:

The said leave shall also terminate when a physician appointed by the Town determines that the Superior officer is capable of performing some (one or more) limited (less than full) Superior Officer duties on either a full-time or less than full-time basis provided that

there is no disagreement with that determination by the Superior Officer's attending physician; an emergency room physician who treats an injured Superior Officer shall not be considered to be his attending physician unless the injured Superior Officer subsequently designates him as such. In the event of any such disagreement between the Town's appointed physician and the Superior Officer's attending physician, the Town and the Superior Officer, with the assistance of their respective physicians if they so desire shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the Superior officer's injury ~~falls from among the staff physicians in that specialty at the Massachusetts General Hospital, the Brigham and Women's Hospital and/or University Hospital in Boston.~~ The Town shall pay all of the costs and expenses incurred in connection with the examination of the Superior Officer by the third physician whose determination shall be binding upon both the Town and the Superior Officer.

9. Amend Article XIII - Holidays as follows:

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

Each member of the bargaining unit shall receive payment for these holidays in a lump sum in the ~~first last~~ payroll week in June.

10. Amend Article VII - Overtime effective year two of the contract (7/1/22) as follows:

Employees shall not work more than ~~seventeen (17) consecutive~~ eighteen (18) hours in any twenty-four (24) hour period (including their regular shift); ~~without the approval of the Chief of Police or designee.~~

~~Superior Officers will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay not to exceed five (5) overtime shifts accumulation at any time.~~

Any unused compensatory time will be paid at the regular rate at the end of each fiscal year and will not carryover to the following fiscal year.

11. Amend Article XXIII – Leave of Absence Without Pay as follows:

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the group. The decision to approve the Leave of Absence is determined by the Police Chief and Town Manager. **There shall be no accrual of benefit time during any unpaid Leave of Absence.**

12. Mutually develop a department-wide Body Worn Camera Program to be effective in year two of the contract (7/1/22).

13. Police Reform/POST language to be incorporated in the CBA to ensure that all law enforcement officers will be required to obtain/maintain certification through POST and the department shall not employ a decertified officer in any capacity. G.L. c. 6E, Sec. 4(g). Language will be added to appropriate articles in the CBA.

14. Amend Article XXVI - Longevity effective 1/1/23 as follows:

The proper amount shall be paid to all eligible employees in **the first payroll period of November pro-rated amounts included in the employees' paycheck every pay period.** **Longevity is included in base pay for all purposes with the exception of holiday pay.**

15. All stipends shall be paid in each regular payroll – no annual payment of any stipends. Language shall not be incorporated into the CBA, but is memorialized in this MOA, and will be effective in year two of the contract (7/1/22).

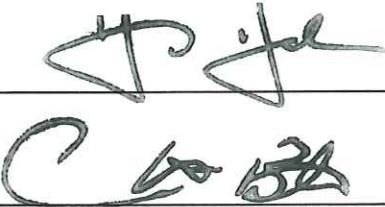
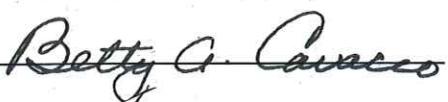
16. Amend Article VI – Extra Paid Details to be effective in year two of the contract (7/1/22) as follows:

Superior officers shall work details in a non-supervisory capacity. They will be placed on the list to be called after all permanent patrolmen and permanent intermittent working forty (40) hours per week. They should receive the patrolman's rate for these details. When Superior Officers perform details in a supervisory capacity, they will be compensated at the maximum step in the Sergeant's pay grade, increased by time and one half, with no differentials or incentives. There shall be an additional one **(\$1.00) (\$3.00)** dollar per hour premium for all hours worked where alcoholic beverages are sold. Any officer who works a detail over eight hours (8) shall be paid at time and one half of the detail rate for those hours in excess of eight (8).

17. Amend Article VIII – Sick Leave in year three of the contract (7/1/23) as follows:

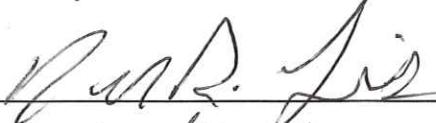
Each employee in the bargaining unit shall be granted ~~127 1/2 hours sick leave each fiscal year~~
~~10.625 hours sick leave with pay per month~~. All unused sick leave will be accumulated from year to year up to a maximum of 1,700 hours.

Signed by the Town:



Date

Signed by the Union:



2-28-22

Date

Memorandum of Agreement for 2022-2024 Collective Bargaining Agreement
by and between
Town of Plymouth and Plymouth Police Brotherhood

The Town of Plymouth and Plymouth Police Brotherhood hereby set forth this memorandum of agreement (MOA) by which the Town and Plymouth Police Brotherhood tentatively agree to a successor collective bargaining agreement covering the period of July 1, 2021 to June 30, 2024 as follows with the agreement subject to ratification by Plymouth Police Brotherhood and by the Select Board, and subject to Town Meeting affirmative vote:

1. A permanent pay equity adjustment in the amount of \$4,750 effective in year two of the contract (7/1/22) which will be included in base pay for all purposes. This language will not be added to the CBA, but is memorialized in this MOA.
2. Amend Article IX – Sick Leave effective in year three of the contract (7/1/23) as follows:

All permanent patrolmen, shall be granted ~~127 1/2 hours sick leave each fiscal year~~ ~~10.625 hours sick leave with pay per month~~. All sick leave shall be charged on an hour-for-hour basis. All unused sick leave will be accumulated from year to year up to a maximum of 1,700 hours (1,530 hours for those employees who elect the Long Term Disability benefit.)

3. It is agreed that all stipends shall be paid in each regular payroll effective in year two of the contract (7/1/22) included in base pay for all purposes. No annual payment of stipends. This language will not be incorporated in the CBA, but is memorialized in this MOA
4. Amend Article XI – Service Connected Injury as follows:

The said leave shall also terminate when a physician appointed by the Town determines that the Police Officer is capable of performing some (one or more) limited (less than full) police duties on either a full-time or less than full-time basis provided that there is no disagreement with that determination by the Police Officer's attending physician. In the event of any such disagreement between the Town's appointed physician and the Police Officer's attending physician, the Town and the Police Officer, with the assistance of their respective physicians if they so desire shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the police officer's injury falls ~~from among the staff physicians in that specialty at the Massachusetts General Hospital, the Brigham and Women's Hospital and/or University Hospital in Boston~~. The Town shall pay all of the costs and expenses incurred in connection with the examination of the Police Officer by the third physician whose determination shall be binding upon both the Town and the Police Officer. Until such time as the third impartial physician renders a determination that the Police Officer is capable of performing some limited Police Officer duties on either a full-time or less than full-time basis,

he shall continue to be on injured leave pursuant to Chapter 41, Section 111F of the General Laws.

5. Amend Article XIV – Holidays as follows:

New Year's Day

Dr. Martin Luther King Day

Washington's Birthday

Patriot's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

The day following Thanksgiving Day

Christmas Day

Each member of the bargaining unit shall receive payment for these holidays in a lump sum in the **first** **last** payroll **week** in June.

6. Amend Article XXXVII – Deferred Compensation as follows:

The Town shall make a matching contribution of 15 percent to an ICMA deferred compensation plan. The match will be based on the maximum amount an employee can contribute **evenly** over a 52-week period without exceeding the IRS maximum annual regular contribution.

7. Amend Article VIII – Overtime in year two of the contract (7/1/22) as follows:

Effective July 1, 1998, Officers will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay **for up to five (5) overtime shifts worked each year, not to exceed five (5) overtime shifts accumulation at any time. Any unused compensatory time will be paid at the regular rate at the end of each fiscal year and will not carryover to the following fiscal year.**

Accrual of compensatory time under this article will be in addition to accruals of compensatory time provided for elsewhere in the collective bargaining agreement. **Compensatory time accrued under this Article and Article XXXV is to be used within the fiscal year in which it is accrued; however, an employee may carry over any balance of less than 25.5 hours into the following fiscal year; any carried over balance must be used in the following fiscal year, and will not count or be combined with that fiscal year's accrual of compensatory time.**

8. Amend Article XXXV – In Service Training in year two of the contract (7/1/22) as follows:

a) Officers will receive four and one quarter (4.25) hours of compensatory time for each day their shift is changed for veteran in-service training. Compensatory time may not be cashed in for wages. Accrual of compensatory time under this article will be in addition to accruals of compensatory time provided for elsewhere in the collective bargaining agreement.

~~Compensatory time accrued under this Article and Article VIII is to be used within the fiscal year in which it is accrued; however, an employee may carry over any balance of less than 25.5 hours into the following fiscal year; any carried over balance must be used in the following fiscal year, and will not count or be combined with that fiscal year's accrual of compensatory time. Any unused compensatory time will be paid at the regular rate at the end of each fiscal year and will not carryover to the following fiscal year.~~

9. Amend Article VIII – Overtime as follows:

Employees shall not work more than ~~seventeen (17) consecutive~~ eighteen (18) hours in any twenty-four (24) hour period (including their regular shift), ~~without the approval of the Chief of Police or designee.~~

10. Amend Article XIX – Vacation in year one of the contract as follows:

Section 11. Vacation allowances provided under the terms of this section will be calculated on a twelve (12) month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve (12) month period that immediately follows. In unusual circumstances, exceptions may be granted by the Chief. Such vacation shall be granted by him at such times as, in his opinion, it will cause the least interference with the performance of the regular work of the Town. ~~However, in no case may more than 2 weeks of vacation time be carried over between Fiscal Years. At his/her discretion, the Police Chief may make exceptions to this carry over language.~~

11. Amend Article XXII – Leave of Absence Without Pay as follows:

Leave of absence for a limited period not to exceed ninety (90) days may be granted for any reasonable purpose to members of the bargaining group. The decision to approve the Leave of Absence is determined by the Police Chief and cannot be unreasonably denied. Any and all denials will be in writing outlining specific reason for denial. ~~There shall be no accrual of benefit time during any unpaid Leave of Absence.~~

12. The Town and Union agree to mutually develop a department-wide Body Worn Camera Program to be effective in year two of the contract (7/1/22).

13. Police Reform/POST language to be incorporated in the CBA to ensure that all law enforcement officers will be required to obtain/maintain certification through POST and the department shall not employ a decertified officer in any capacity. G.L. c. 6E, Sec. 4(g). Language will be added to appropriate articles in the CBA.

14. Amend Article XXXVIII – Longevity effective 1/1/23 as follows:

To encourage longevity in the Plymouth Police Department, the Town agrees to pay an annual reoccurring longevity incentive to be paid at the following rates:

<u>Years of Service</u>	<u>Longevity Payment</u>
5	\$150
10	\$250
15	\$350-\$450
20	\$500-\$600
25	\$650-\$800
30	\$850-\$1,050

The annual longevity payments referenced above are to be paid to those employees who complete the required years of service in the calendar year.

The annual longevity payments referenced above shall be paid to all eligible employees ~~in the last pay period in November in pro-rated amounts included in the employees' paycheck every pay period to be rolled into base pay for all purposes.~~

15. Amend Article XXV – Night Shift Differential as follows:

Officers are eligible to be paid compensation in addition to their base salary for scheduled regular shifts between the hours of 3:30 p.m. and 8:00 a.m.

All officers who are regularly assigned to a shift between those hours shall be paid additional compensation in the amount of 2½% of the officer's annual base salary. Amount will increase to 3% effective July 1, 2004. Amount will increase to 4% effective January 1, 2015. The amount will increase to 5% effective July 1, 2016. The amount will increase to 5.5% effective July 1, 2017. The amount will increase to 6% effective June 30, 2018.

~~This differential shall not be used in the calculation of any overtime rate of compensation.~~

16. Amend Article VII – Extra Paid Details in year two of the contract (7/1/22) as follows:

~~Effective December 1, 2007, time and one-half top step (Step 6) per hour increased by \$2.74 per hour to be a \$38.00 per hour detail rate. Effective July 1, 2008, time and one-half top step (Step 6) increased by \$1.68 per hour to be a \$38.00 per hour detail rate. Effective July 1, 2022, a time-and-one-half top step (step 6) per hour increased by \$10.00 per hour. There shall be an additional three (\$3.00) dollar per hour premium for all hours worked where alcoholic beverages are sold. There shall be a minimum of four (4) hours for all work performed, and time and one half of applicable detail rate shall be paid to those working an extra paid detail assignment in excess of eight (8) hours. Effective December 1, 2001, the rate of pay for outside details arising from labor disputes shall be one and one-half (1 ½) times the regular detail rate regardless of the number of hours worked. Effective April 1, 2012 – An employee required to work a private outside detail for more than four (4) hours shall be paid a minimum of eight (8) hours. Any hours worked over eight (8) hours shall be paid in one-hour increments.~~

17. Amend Article XXIV – Wages as follows:

~~FY22 – 2% (effective 7/1/21)~~

~~FY23 – 2% (effective 7/1/22)~~

~~FY24 – 2% (effective 7/1/23)~~

18. Amend Article XXXIX – Medical Stipend in year two of the contract (7/1/22) as follows:

In recognition of the training and service provided by the members of the Patrolmen's Union in connection with the operation of medical services and devices that are or may be required as part of the members' certification as First Responders, or as required by the Chief, all members of the bargaining unit, except those who fail to earn and maintain certification on the devices in question, shall receive a Medical Stipend of ~~\$250 \$1,000 to be paid in the first pay period in January.~~

19. Add Article XL – Mental Health Day effective in year two of the contract (7/1/22) as follows:

A. Annual Mental Health Day

1. In recognition that members of the bargaining unit may witness stressful and traumatic situations during their duties for the Town of Plymouth or in their personal life, it is agreed a Police Officer may benefit from speaking with a behavioral health professional (BHP) on an annual basis.
2. The purpose of the behavioral health visit is to:
 - a. Encourage Police Officers to seek assistance in dealing with the psychological effects and stressors which they may witness during their duties;
 - b. Encourage stress reduction practices;
 - c. Promote overall health and well-being;

- d. Incentivize Police Officers to speak with a BHP on a regular basis, therefore making speaking with a BHP a more routine event thus reducing the stigma associated with seeking assistance from a BHP.
 3. Any Police Officer who attends and participates in an annual voluntary behavioral health physical with a behavioral health professional shall have the time charged as paid Mental Health hours and will not be required to work their normally scheduled hours on the day of the visit;
 - a. When the Police Officer schedules a mental health physical with a Behavioral Health Professional, they shall notify the Chief at least 72 hours in advance. The Police Officer must provide proof of the physical as soon as possible after to including:
 - i. The date of the behavioral health consultation;
 - ii. The name and contact information of the certifying behavioral health professional;
 - iii. Confirmation the Police Officer attended and participated in the behavioral health consultation.
 - b. The Police Officer shall be responsible for any costs associated with the behavioral health consultation, including copays if the Police Officer's health insurance is used.
 - c. Sick leave pursuant to Article IX (Sick Leave) will not be used for attending behavioral health consultation for the sole purpose of having a behavioral health physical pursuant to this article.
 - d. For the purposes of this section, a behavioral health professional shall be defined as any licensed practicing:
 - i. Psychiatrist
 - ii. Psychologist
 - iii. Licensed Independent Clinical Social Worker (LICSW)
 - iv. Licensed Mental Health Counselor (LMHC)
 4. A Police Officer who fails to provide proof of physical to the Chief shall have the day off charged as vacation or, if the Police Officer has no additional vacation, charged as other paid time off to be determined at the discretion of the Chief of Police.
 5. Anything discussed during the behavioral health consultation shall be kept in confidentiality in the following manner:

- a. All conversations, records, recordings, or other documents resulting from the behavioral health consultation will be subject to physician-client privilege and will not be provided to the Town without the expressed consent initiated by the Police Officer;
- b. The Town may contact the behavioral health professional to confirm the date and attendance of the Police Officer and credentials of the professional. The Town may not request any further information pertaining to the behavioral health consultation;
- c. The behavioral health consultation shall not be a substitute for a fitness for duty examination. Any questions pertaining to a Police Officer's fitness for duty shall be addressed pursuant to Article IX (Sick Leave) and/or other applicable articles in the collective bargaining agreement and determined by the appropriate fitness for duty examination if provided for.

6. It is agreed participation in a behavioral health consultation under this article is on a strictly voluntary basis. Nothing in this article shall be so construed as to compel a Police Officer to participate as such compulsion would be antithetical to its purpose.

20. Replace the language in Article XXXVI -Specialty Positions Assignments effective in year two of the contract (7/1/22) as follows:

~~Section 1. Beginning in 2006 Specialties will receive a stipend of \$300 each year they serve in a specialty. Effective June 30, 2012, specialties shall be paid at the rate of \$100 per month only for those months during which the employee is assigned duty in one or more specialty positions. Officers are eligible for only one monthly credit of \$100 regardless of the number of specialties they are assigned. All specialties pay will be disseminated in the first pay period of January each year.~~

~~Section 2. The Chief may maintain positions for specialty within the department including Detective, Assistant Prosecutor, Training Officer, Safety Officer, School Resource Officer and all other positions the Chief deems necessary. When selecting employees the following criteria will be considered: seniority, years of service as a police officer, integrity, quality of work, work habits and job knowledge. Employees selected for a specialty position must have a minimum of three years full time service as a patrolman. (This language will appear in the first year of the contract)~~

~~Section 3. The reason for removal from a specialty position must be provided to the employee in writing. Provided the reason for removal is not related to any disciplinary action, the statement of cause will not be forwarded to the employee's personnel file.~~

Section 1. The Chief of Police may assign members of the Plymouth Police Brotherhood to specialty assignments (i.e., Mountain Bike, Motorcycle, Detective, etc.). These specialty

assignments and members will be posted each year. Officers assigned to specialty assignments, except for Detectives, shall be paid at the rate of \$100 per month only for the month's during which the employee is assigned. Officers are eligible for only one monthly credit of \$100 regardless of the number of Specialty Assignments. The Chief retains the right to create new specialty assignments or eliminate assignments under the same conditions as the needs of the Department may require.

Section 2. Officers assigned to the Detective Division shall receive a stipend of 10% of their current rate of pay. This stipend shall be paid weekly and be included in their overtime rate.

Section 3. The Detective Division shall maintain an "on-call" list for those times a Detective is required when the division is not staffed. The "on-call" list shall rotate on a weekly basis based on seniority within the division. The primary phone number on the "on-call" list shall be the Detective's department assigned phone number. The list will be maintained and updated by the Detective Sergeant. Due to the confidentiality required of those Detectives assigned to Narcotics Investigations and the DEA they may only be assigned to the on-call list at the discretion of the Chief of Police. Should there be a conflict of scheduling during an "on-call" week Detectives may request a swap with another Detective at the discretion of the Detective Lieutenant.

Section 4. Detectives who are "called out" shall receive a minimum of three (3) hours premium pay unless the "call out" immediately precedes, within 3 hours, their regular shift. Detectives held over from their regular shift shall only receive premium pay for those hours they are held over.

Section 5. Those Officers assigned to the Detective Division agree to abide by Section 3. Any Detective who fails to abide by Section 3 shall be subject to disciplinary action up to and including removal from the Division.

Section 6. When selecting Officers for specialty assignments the following criteria are considered: seniority, years of service as a police officer, integrity, quality of work, work habits, and job knowledge. Employees selected for a specialty assignment must have a minimum of three years full time service as a patrol officer.

Section 7. The reason for removal from a specialty assignment must be provided to the Officer in writing. Provided the reason for removal is not related to any disciplinary action, the statement of cause will not be forwarded to the Officer's personnel file.

Signed for the Town:

Richard F. Pimentel Jr.

Betty A. Cavacco

Steve
Cross

Date

Signed for the Union:

P. J.
Miller

Reed
R. D. Brown
By

3/2/22

Date

DATE: February 23, 2022

TO: Select Board
Advisory & Finance

FROM: Lee Hartmann, Acting Town Manager *LH*

RE: Personnel Bylaws

CC: Lynne Barrett, Finance Director

The following changes are proposed for non-union employees, as well as to the Personnel Bylaws document:

1. Apply a \$4,000 pay equity adjustment across Sections 7.1, 7.2 and 7.3 salary schedules in the Personnel Bylaws effective on 7/1/22. This language will not be incorporated into the Personnel Bylaw, but is memorialized in this MOA.
2. Create a new salary schedule for Public Safety Management group effective 7/1/22 within the Personnel Bylaws.
3. Amend Section 5 – Compensation Plan effective 7/1/22 as follows:

~~Effective July 1, 2020 for employees covered in Section 7.2 and 7.3, incorporate the existing senior step into the wage schedule and recreate the senior step at 2%. Effective July 1, 2022 eliminate the first step, incorporate the existing senior step into the wage schedule and recreate the senior step at 2%. Employees in Executive Management covered by sections 7.2, 7.3 and PS shall be eligible for this step after completing 8 years and maxing out on their salary range; employees in Administrative shall be eligible for this step after completing 10 years and maxing out on their salary range.~~

4. A consistent hourly rate will be established in each position classification, regardless of the hours of work required (37.5 or 40 hours per week) effective on 7/1/22. This language will not be added to the Personnel Bylaws, but is memorialized in this MOA.
5. Amend Section 15, Earned Time effective 7/1/22:

A non-union employee ~~who has at least one hundred (100) days in their LTIA~~ account upon

voluntary separation or retirement, will be compensated at \$30.00/day up to maximum of \$5000.00.

In order to be eligible for this benefit, the employee must have been employed by the Town of Plymouth for ten (10) or more continuous years. Upon the death of an employee, the same benefit will be paid to the employee's estate.

Upon retirement or voluntary separation, an employee will be compensated at his current rate of pay for 100% of his unused accrued earned time. Upon the death of an employee, the same benefit will be paid to the employee's estate.

6. Amend Section 22 – Professional Development effective 7/1/22 as follows:

The Town will provide reimbursement to employees ~~covered by Section 7.1~~, who have served at least one (1) year with the Town for professional development. The Town will reimburse the employee up to the maximum amount of ~~\$420~~ ~~\$1,000~~ per fiscal year. All development must be job-related and designed to improve his/her performance in his/her particular department. Approval must be in advance by the Department Head and Appointing Authority. Reimbursement shall be provided on the basis of availability of appropriated funds.

7. Amend Section 15 – Earned Time effective 7/1/22 as follows:

When an employee's earned time account reaches the maximum of 40 days for the Executive Group and 45 days for all other Groups, additional accrual shall be disposed of, at the employee's election, as follows:

- a. the employee may request to schedule 5 days off within the next 60 days; or
- b. the employee may convert 5 days earned time to 8 days in the employee's LTIA.
- c. ~~the employee may buy back 5 days of Earned Time once per fiscal year~~

8. Amend Section 5 – Compensation Plan effective 7/1/22 as follows:

A regular full-time employee who temporarily serves for more than 2 consecutive weeks in a position for which the compensation is greater than that of his/her permanent position shall, after such 2 consecutive weeks of temporary service, be compensated at the minimum rate of the higher position, provided that such compensation be at least ~~\$300.00~~ ~~\$1,000~~ per year ~~or \$15 per hour~~ greater than that of his/her permanent position. If necessary, such employee shall be compensated at the next higher rate in order to

achieve at least the monetary difference in compensation stated above. Such compensation for temporary service shall be retroactive to date of appointment.

9. Amend Section 13 – Longevity Pay effective 1/1/23 as follows:

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 pro-rated amounts included in the employees' paycheck every pay period.~~ Eligibility begins with the date of continuous employment. Part-time employees in the non-union 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 Pay
5	\$500
10	\$750
15	\$1000
20	\$1500
25	\$2000 Executive Group

10. Amend Section 23, Career Educational Incentive effective 7/1/22 as follows:

Non-union Firefighters and Police Officers, of any rank or grade, will be entitled to the same Career Educational Incentive pay as are Firefighters and Police Superior Officers.

Employees who are not otherwise eligible for Career Educational Incentive pay, and included in Section 7.1, who have served at least one (1) year with the Town shall receive an annual payment of \$7,500 ~~annually~~ for a Master's Degree in a field related to his/her position. ~~Employees included in Sections 7.2 and 7.3 who have served at least one (1) year with the Town shall receive an annual payment of \$3,000 for a bachelor's degree in a field related to his/her position. All such degrees must be received from an accredited institution of higher education. Career Educational Incentives cannot be combined.~~

11. Amend Sections 7.1, 7.2 and 7.3 effective 7/1/22 as follows:

Department Head Titles:

E-6 E-8	Police Chief
E-6 E-7	Director of Public Works
E-6 E-7	Finance Director
E-6 E-8	Fire Chief
E-5 E-6	Director of Planning & Development
E-4 E-7	Assistant Town Manager
E-4 E-5	Director of Community Resources
E-4 E-5	Director of Information Technology
E-3 E-5	Director of Marine and Environmental Affairs
E-3	Director of Inspectional Services
E-3 E-4	Director of Human Resources

Non-Union Executive Management Titles:

EM-8	Deputy Fire Chief
EM-8	Police Captain
EM-8	Assistant DPW Director
EM-7	Assistant Director of Information Technology
EM-5	OSHA Safety Officer
EM-5	Climate Resiliency/Sustainability Planner
EM-2	Benefits Administrator/HR Assistant
EM-2	Special Assistant to Town Manager

Non-Union Public Safety Management Titles:

PSM-1	Deputy Fire Chief
PSM-1	Police Captain

Non-Union Administrative Titles:

A-6	Administrative Assistant-Town Manager
A-5	Administrative Assistant-Board of Selectmen
A-6	Administrative Assistant-Human Resources
A-6	Grant Writer
A-6	Records Access Officer/Archivist

12. Amend Section 11 – Definition of Work Week effective 7/1/22 as follows:

The following table defines the normal full-time workweek for each occupational group. The

figures stand for hours per week unless otherwise noted.

WORK WEEK	OCCUPATIONAL GROUP
As Required	Administrative Group
40	Airport Group
37.5-40	Clerical Group
As Required	Executive Group
42	Fire Full-time
As Required	Fire Other(see Note A)
As Required	Inspector Group
40	Labor Group, Custodial Group
37.5	Library Group
40	Police Full-time
As Required	Police Other (see Note A)
As Required	Professional Group
As Required	Public Safety Group (see Note A)
As Required	Public Safety Management
As Required	Recreational Group (see Note A)
As Required	Supervisory Group (see Note A)

13. COLA to be applied as follows:

FY22 – 2% (effective 7/1/21)
 FY23 – 2% (effective 7/1/22)
 FY24 – 2% (effective 7/1/23)

ARTICLE 2:

ARTICLE 2: FY 2022 Budget Amendments. To see if the Town will vote to transfer from available funds a sum of money to be added to funds already appropriated under Articles 7A through 7E of the 2021 Spring Annual Town Meeting for the purpose of supplementing departmental expenses, or otherwise amend said votes, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$5,522 (Unanimous 10-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 2. Approval of this article will increase the FY22 Operating Budget for the Town Clerks Office by \$5,522 to cover expenses relative to the increase to 18 Precincts and the resulting changes to polling locations.

MEMO

TO: **Lee Hartmann**
Lynne Barrett

FROM: **Pearl Sears**

DATE: **02/8/2022**

SUBJECT: **Request for supplemental funds**

The Clerk's Office FY22 requested budget was sufficient to cover the expenses of the cost of 17 Precincts, including equipment. Due to the increase to 18 Precincts and changes to polling locations more funding is required to purchase equipment and staff the additional polling locations.

Town Clerk's Office, Additional Election expenses:

Election Worker salaries	\$950.00
School Custodian Overtime	\$300.00
ES&S (Automark programming)	\$60.00
LHS Assoc. (ICP coding & ballot printing)	\$320.00
Voting Booths	\$3892.00

The total amount requested is \$5,522.00

Please let me know if you need additional information.

LHS ASSOCIATES

10 MANOR PARKWAY
SALEM, NH 03079
USA

Voice: 978-683-0777
Fax: 603-212-0028

INVOICE

Invoice Number: 71892
Invoice Date: Jan 20, 2022
Page: 1

Bill To:
PLYMOUTH TOWN CLERK TOWN HALL 26 COURT STREET PLYMOUTH, MA 02360

Ship to:
PLYMOUTH TOWN CLERK TOWN HALL 26 COURT STREET PLYMOUTH, MA 02360

Customer ID	Customer PO	Payment Terms	
102390		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		2/19/22

Quantity	Item	Description	Unit Price	Amount
15.00	P01-46	POLLMaster 1 BOOTH NO LIGHTS	209.5000	3,142.50
1.00	P01-54	POLLMaster II ADA NO LIGHT	229.0000	229.00
1.00	E99-99	SHIPPING AND HANDLING	520.0000	520.00

Subtotal	3,891.50
Sales Tax	
Total Invoice Amount	3,891.50
Payment/Credit Applied	
TOTAL	3,891.50

Check/Credit Memo No:

ARTICLE 3:

ARTICLE 3: Unpaid Bills of a Prior Year. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay certain unpaid bills of a prior fiscal year, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$6,563.35 (12-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this article will authorize the Finance Department to process the outstanding invoices for Dennis K Burke totaling \$3,323.35 on behalf of the DPW and G & L Labs totaling 3,240.00 on behalf of the Public Health Department. The funding for this invoices will come from the respective departments' current operating budget.

Article 3 - Unpaid Bills April 2, 2022, Special Town Meeting				
Department	Vendor	Invoice #	Date	Amount
DPW - Facilities	Dennis K Burke	1243690	6/26/2021	\$ 3,323.35
Public Health	G & L Labs	97830	5/31/2021	\$ 700.00
Public Health	G & L Labs	98494	6/30/2021	\$ 2,540.00
Total Article 3				\$ 6,563.35



THE TOWN OF PLYMOUTH

26 Court Street
Plymouth, Massachusetts 02360

Public Health Department
(508) 747-1620 ext 10118

November 9, 2021

TO: Marlene McCollem
Cc: Karen Keane
FROM: Margaret Coe
RE: G&L Lab Invoices – FY 2021

The invoices from G&L Lab for the months of May and June 2021, were not received until October 26, 2021. We request these invoices be brought before the Spring Town Meeting in 2022 for approval to pay.

Thank you,
Margaret Coe
Administrative Assistant
Plymouth Public Health Department

G & L Labs

246 Arlington St.
Quincy, MA 02170

Voice: (617) 328-3663
Fax: (617) 472-0706

INVOICE

Invoice Number: 00097830
Invoice Date: Sep 30, 2021
Page: 1

Bill To:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Ship to:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Customer ID	Customer PO	Payment Terms	
1555	May 2021	Net 30 Days	
Project NO	Start Date	Ship Date	Due Date
	5/18/21	5/31/21	10/30/21

Quantity	Item	Description	Unit Price	Amount
2.00	EC	E. coli (5/18/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (5/18/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (5/18/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (5/18/21, Nelson Park)	35.00	35.00
2.00	Ent	Enterococci (5/18/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (5/18/21, Plymouth Beach)	35.00	70.00
2.00	EC	E. coli (5/25/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (5/25/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (5/25/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (5/25/21, Nelson Park)	35.00	35.00
2.00	Ent	Enterococci (5/25/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (5/25/21, Plymouth Beach)	35.00	70.00
Subtotal				700.00
Sales Tax				
Total Invoice Amount				700.00
Payment/Credit Applied				
TOTAL				700.00

We appreciate your business!

G & L Labs

246 Arlington St.
Quincy, MA 02170

Voice: (617) 328-3663
Fax: (617) 472-0706

INVOICE

Invoice Number: 00098494
Invoice Date: Sep 30, 2021
Page: 1

Bill To:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Ship to:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Customer ID	Customer PO	Payment Terms	
1555	June 2021	Net 30 Days	
Project NO	Start Date	Ship Date	Due Date
	6/1/21	6/30/21	10/30/21

Quantity	Item	Description	Unit Price	Amount
2.00	EC	E. coli (6/1/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (6/1/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (6/1/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (6/1/21, Nelson Park)	35.00	35.00
2.00	Ent	Enterococci (6/1/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (6/1/21, Plymouth Beach)	35.00	70.00
2.00	EC	E. coli (6/8/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (6/8/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (6/8/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (6/8/21, Nelson Park)	35.00	35.00
2.00	Ent	Enterococci (6/8/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (6/8/21, Plymouth Beach)	35.00	70.00
2.00	EC	E. coli (6/15/21, Fresh Pond)	35.00	70.00
2.00	FS	Field Sampling (6/15/21, Fresh Pond)	35.00	70.00
1.00	EC	E. coli (6/15/21, Hedges Pond)	35.00	35.00
1.00	FS	Field Sampling (6/15/21, Hedges Pond)	35.00	35.00
2.00	EC	E. coli (6/15/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (6/15/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (6/15/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (6/15/21, Nelson Park)	35.00	35.00
2.00	FS	Field Sampling (6/15/21, Plymouth Beach)	35.00	70.00

We appreciate your business!

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

G & L Labs

246 Arlington St.
Quincy, MA 02170

Voice: (617) 328-3663
Fax: (617) 472-0706

INVOICE

Invoice Number: 00098494
Invoice Date: Sep 30, 2021
Page: 2

Bill To:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Ship to:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Customer ID	Customer PO	Payment Terms	
1555	June 2021	Net 30 Days	
Project NO	Start Date	Ship Date	Due Date
	6/1/21	6/30/21	10/30/21

Quantity	Item	Description	Unit Price	Amount
2.00	FS	Field Sampling (6/15/21, White Horse)	35.00	70.00
2.00	EC	E. coli (6/22/21, Fresh Pond)	35.00	70.00
2.00	FS	Field Sampling (6/22/21, Fresh Pond)	35.00	70.00
2.00	EC	E. coli (6/22/21, Morton's Park)	35.00	70.00
2.00	FS	Field Sampling (6/22/21, Morton's Park)	35.00	70.00
1.00	Ent	Enterococci (6/22/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (6/22/21, Nelson Park)	35.00	35.00
1.00	EC	E. coli (6/22/21, Hedges Pond)	35.00	35.00
1.00	FS	Field Sampling (6/22/21, Hedges Pond)	35.00	35.00
2.00	FS	Field Sampling (6/22/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (6/22/21, White Horse)	35.00	70.00
1.00	Ent	Enterococci (6/23/21, Nelson Park, Retest)	40.00	40.00
1.00	FS	Field Re-Sampling (6/23/21, Nelson Park)	40.00	40.00
1.00	EC	E. coli (6/23/21, Morton Park#2, Retest)	40.00	40.00
1.00	FS	Field Re-Sampling (6/23/21, Morton's Park#2)	40.00	40.00
2.00	EC	E. coli (6/29/21, Fresh Pond)	35.00	70.00
2.00	FS	Field Sampling (6/29/21, Fresh Pond)	35.00	70.00
1.00	EC	E. coli (6/29/21, Hedges Pond)	35.00	35.00
1.00	FS	Field Sampling (6/29/21, Hedges Pond)	35.00	35.00
2.00	EC	E. coli (6/29/21, Morton's Pond)	35.00	70.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

We appreciate your business!

G & L Labs

246 Arlington St.
Quincy, MA 02170

Voice: (617) 328-3663
Fax: (617) 472-0706

INVOICE

Invoice Number: 00098494

Invoice Date: Sep 30, 2021

Page: 3

Bill To:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Ship to:

Plymouth Board of Health
Attn: Ms. Karen Keane
11 Lincoln St.
Plymouth, MA 02360

Customer ID	Customer PO	Payment Terms		
1555	June 2021	Net 30 Days		
Project NO	Start Date	Ship Date	Due Date	
	6/1/21	6/30/21	10/30/21	
Quantity	Item	Description	Unit Price	Amount
2.00	FS	Field Sampling (6/29/21, Morton's Pond)	35.00	70.00
1.00	Ent	Enterococci (6/29/21, Nelson Park)	35.00	35.00
1.00	FS	Field Sampling (6/29/21, Nelson Park)	35.00	35.00
2.00	FS	Field Sampling (6/29/21, Plymouth Beach)	35.00	70.00
2.00	FS	Field Sampling (6/29/21, White Horse)	35.00	70.00
<hr/>				
Subtotal				
Sales Tax				
Total Invoice Amount				
Payment/Credit Applied				
TOTAL				
2,540.00				

We appreciate your business!

***** INVOICE *****

FLEETLINE®

Premium Diesel Fuel, Motor Oil and Gasoline

PHONE: (617) 884-7800

FAX: (617) 884-7638

TOLL FREE: (800) 289-2875



DENNIS K. BURKE INC.

THE EMISSIONS EXPERTS

BILL TO:

Town of Plymouth - Police
26 Court St
Attn: Pam Hagler
Plymouth, MA 02360

SHIP TO: 0001

Plymouth Police Dept
20 Long Pond Rd
Plymouth, MA 02360-2217

PLEASE PAY BY INVOICE

PLEASE REMIT TO:

DENNIS K. BURKE, INC.

P.O. Box 3639

Boston, MA 02241-3639

GO GREEN!

REQUEST ELECTRONIC INVOICES AT:
INVOICING@BURKEOIL.COM

BOL# 2078001

Time:

Truck #: 309

39 **Pin #:**

DATE	CUST.#	SHIP DATE	TERMS	CUST. PO. NO.	INVOICE NO.
6/26/2021	0007649	6/26/2021	Net 30 Days		1243690
ORDERED	PACKAGE STYLE	DESCRIPTION	QTY SHIPPED	PRICE	EXTENDED
1,338.00	GAL	No Lead Gasoline w 10% Ethanol	1,338.0	2.2397	2,996.72
		Federal Lust	1,338.00	0.00100	1.34
		Federal Oil Spill - Gas	1,338.00	0.00193	2.58
		MA State Excise - Gas	1,338.00	0.24000	321.12
		MA URP	1,338.00	0.00119	1.59

Should you have any questions regarding this invoice, please contact us at
invoicing@burkeoil.com or (800) 289-2875.

Sales Tax: 0.00

Amount Due:

\$3,323.35

Thank you for your business!

FOR PRODUCT EMERGENCY (Spill, Leak, Fire, Exposure or Accident) CALL CHEMTREC: 1-800-424-9300 (Day or Night)

ARTICLE 4:

ARTICLE 4: Capital Improvements. To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the construction and/or repair and/or purchase and/or lease of buildings and/or replacement of departmental buildings, and/or equipment and/or capital facilities for various departments of the Town and/or for feasibility and other types of studies or professional consulting services, including any related and incidental costs and expenses, as follows:

ITEM	DEPARTMENT	PROJECT DESCRIPTION
A1	Police Department	Replacement of Patrol Boat Motors
A2	Inspectional Services	Town Wide E-Permitting System
A3	DPW - Highway	Replace Sweeper H303
A4	Parks & Forestry	Brewster Garden Stairs
A5	Recreation	Memorial Hall Sound System Upgrade
A6	DPW - Sewer	WSPS Flood Barrier Wall
A7	DPW - Sewer	Water Street Interceptor
A8	DPW - Sewer	SCADA Improvements
B1	Municipal Airport	Airport Sewage Treatment Plant Upgrade

Or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$4,390,388 (Unanimous 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 4. Approval of this article will authorize the General Fund Capital requests totaling \$1,053,388 to be funded with \$953,388 from Free Cash and \$100,000 from other available funds. The Enterprise Fund Capital requests totaling \$3,337,000 are to be funded with \$1,087,000 from the Sewer Retained Earnings and \$2,250,000 from other available funds & grants.

ITEM	DEPARTMENT	PROJECT DESCRIPTION	AMOUNT
A1	Police Department	Replacement of Patrol Boat Motors	47,000
A2	Inspectional Services	Town Wide E-Permitting System	237,893
A3	DPW - Highway	Replace Sweeper H303	344,995
A4	Parks & Forestry	Brewster Garden Stairs	73,500
A5	Recreation	Memorial Hall Sound System Upgrade	350,000
A6	DPW - Sewer	WSPS Flood Barrier Wall	340,800
A7	DPW - Sewer	Water Street Interceptor	446,200
A8	DPW - Sewer	SCADA Improvements	300,000
B1	Municipal Airport	Airport Sewage Treatment Plant Upgrade	2,250,000
Total Article 4			4,390,388



TOWN OF PLYMOUTH
ACCOUNTING & FINANCE DEPARTMENT
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10177

To: **SELECT BOARD
ADVISORY & FINANCE COMMITTEE**

From: **LYNNE A. BARRETT
DEPARTMENT OF FINANCE**

Subject: **SPECIAL TOWN MEETING – ARTICLE 4 & ARTICLE 5**

Date: **JANUARY 27, 2022**

The Capital Improvements Committee met on January 6, 2022, and reviewed capital projects submitted in Article 4, Capital Requests and Article 5, the Substantial Rehab of Fire Station 5. The projects submitted were added to the CIC Fiscal 2023 spreadsheet and ranked accordingly.

The Capital Requests and backup can be accessed using the following link:

<https://www.plymouth-ma.gov/procurement-division/pages/fy23-atm-capital-requests-special-tm-requests>

This memo includes the recommendation of the funding sources for the projects submitted:

Article 4 - Capital:

Free Cash	\$ 953,388
Other Available Funds & Grants	\$ 2,350,000
Sewer Retained Earnings	\$ 1,087,000
	<u>\$ 4,390,388</u>

Article 5 - Substantial Rehab of Fire Station 5:

Borrowing:	
General Fund	\$9,100,000
Other Available Funds & Grants	\$1,529,819
	\$10,629,819

Thank you for your support of Special Article 4 & 5 capital projects.

ARTICLE 5:

ARTICLE 5: Fire Station #5 Renovation. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum of money for the design, construction, equipping and furnishing of a renovated fire station #5 at 827 State Road, Manomet, shown at Assessor's Map 48 Lot 6D, including but not limited to site preparation, demolition, and all other costs incidental and related thereto; or to take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$10,629,819 (Unanimous 14-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 5. Approval of this article will authorize the Substantial Rehabilitation of Fire Station #5, in Manomet at 827 State Road, to be funded with \$9,100,000 from debt and \$1,529,819 from previously approved & other available funding and grants.

TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST FORM
FY23 ANNUAL TOWN MEETING REQUEST FORM

Department: Fire Department	Priority #:	1 (\$9.1M requested)
Project Title and Description: Substantial Rehab of Station 5 (Manomet)	Total Project Cost:	10,629,819

Department/Division Head: **G. Edward Bradley, Fire Chief**

Check if project is: New Resubmitted **XX** Cost estimate was developed: Internally Externally **XX**

For project re-submittals, list prior year(s):

Continuation of August 10, 2020 Town Meeting Articles 5&6

List any funding sources and amounts already granted: 8.10.20: Article 5 (\$500,000) for feasibility & conceptual design for various Stations. Article 6 (\$3M) for renovations at Stations 2, 4 & 5. \$343,000 requested in ARPA funds for HVAC system.

Basis of Estimated Costs (attach additional information if available)			If project has impact on 5 Year Plan and future operating budgets, insert estimated amounts.		
Capital:	Cost	Comments	Fiscal Year:	Capital	Operations & Maintenance
<i>Planning and Design</i>	\$1,210,179	Soft Costs	<i>FY23</i>		
<i>Labor and Materials</i>	\$8,001,722	Hard Costs	<i>FY24</i>		
<i>Administration</i>			<i>FY25</i>		
<i>Land Acquisition</i>			<i>FY26</i>		
<i>Equipment</i>	\$451,570	Owner supplied	<i>FY27</i>		
<i>Other</i>					
<i>Contingency</i>	\$966,348	10%			
Total Capital					

Project Justification and Objective: After the pressing need at Station 2 is addressed, the conditions of Station 5 (Manomet) are also of concern. The plan is to rehabilitate the apparatus floor, and the 2nd story bunk room as common living space. A new addition with apparatus support space and modern bunk rooms above will increase the footprint of the existing station.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan Yes No **XX**
 Can this project be phased over more than one fiscal year? Yes No **XX**

For Capital Equipment Requests:

Check if equipment requested is replacement and enter the year, make & model, VIN and present condition of existing equipment

--

What is the expected lifespan of this new/replacement equipment: _____

Attach backup information, estimates, or justification to support this request.

Station 5 – Manomet

This request is for \$9.1 million dollars. Estimated costs are at \$10.6 million, part of these costs will be from a previous approved funding (\$3 million) and part from ARPA funds.

Special August 10, 2020 Town Meeting

- Article 5 - \$500,000 for Feasibility & Conceptual Design at HQ (Station 1), West (Station 2), Bourne Rd (Station 4) and Manomet (Station 5).
- Article 6 - \$3M in renovation funds to begin work at Stations 2, 4 & 5

Prior to the Team recommending any expenditures to any of the fire stations, we had a consultant review the current station locations and the current and predicted workload. The Response Time Study was needed to ensure the station was in the correct location prior to spending any funds or to identify the correct location to build a new station if the current station was not in the best location.

According to the Response Time study, Station 5 is in a good location to serve the existing and future needs of the surrounding neighborhoods. Preliminary analysis of the station concludes that the apparatus bay is large enough to support future needs, is structurally sound, and can continue to serve the town for another 30+ years. Furthermore, the existing 2nd floor space can be repurposed and renovated into common living space. This will protect the town's investment in a new roof that was just recently completed at the station.

The conceptual design calls for a proposed addition to the south of the building with new office and apparatus floor support functions on the ground floor and new bunk rooms and living quarters on the second floor. The proposed location of the addition will cut off the existing driveway access to the rear of the station and the design team is working with the abutter to the north to acquire a new access easement to the rear of the property.

The early estimated cost for the project is \$11.3M if escalation has to be carried until bidding in spring of 2023. If the project is funded at the Fall 2021 Town Meeting, goes out to bid in the late summer of 2022, less escalation would be factored in. The cost estimates also contain a 10% contingency.

The redesigned station will be approximately 16,200 square feet and the estimated cost per square foot is higher than at Station 2 because of more complex rehab work on the existing 2nd floor living space, in addition to the apparatus floor.

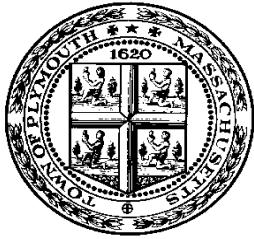
The addition of the living area and support areas will be on the south side of the current fire station, this will block the access to the rear of the building requiring an access easement from the abutter to the north side of the building. The Town has had discussions with the church and there is a tentative agreement between the parties. The work will add garage doors to the rear of the station to create a 3 double bay drive through style fire station. (currently only one bay has garage doors on both ends)

We anticipated bidding either in the late summer of 2022 if this request is approved at the 2021 Fall Annual Town Meeting or the spring of 2023 if the request is held to the 2022 Spring Annual Town Meeting in April.

There is approximately \$343,000 worth of HVAC work proposed at this station to improve the ventilation and air quality. Clearly maintaining safe and healthy conditions within the fire station will increase the Department's ability to adequately respond to all types of calls for service, including those related to the current pandemic.

The Board's support for a capital request at the October 2021, or April 2022 Town Meeting is respectfully requested for the renovation of Station 5. At this time, it has not been determined if the project will be recommended as debt under the levy limit, or if a capital override vote at the ballot will be necessary.

Furthermore, the Select Board voted approval for the use of \$496,000 of Plymouth's ARPA allocation is requested, specifically to offset the cost of the proposed HVAC system.



MEMORANDUM

TO: SELECT BOARD

CC: MELISSA ARRIGHI, TOWN MANAGER
LYNNE BARRETT, FINANCE DIRECTOR

FROM: G. EDWARD BRADLEY, FIRE CHIEF *gEB*
NEIL FOLEY, DEPUTY FIRE CHIEF
MARLENE MCCOLEM, ASSISTANT TOWN MANAGER

SUBJECT: FIRE STATIONS UPDATE

DATE: 18 NOVEMBER 2021

At the August 10, 2020, Special Town Meeting, two articles provided funding to begin investigating the replacement or renovation of Fire Stations 2 (West), 4 (Bourne Road), 5 (Manomet) and Headquarters (Sandwich Street). Article 5 allocated \$500,000 for feasibility and conceptual design and Article 6 set aside \$3,000,000 to begin preliminary construction tasks.

Headquarters – Sandwich Street

Currently none of the above funds have been spent on Headquarters. A recommendation on the best course of action has not yet been developed, and a capital override question has not been placed on a ballot for consideration. The Fire Department utilized grant funding to complete a town-wide Response Time Study to determine the optimal station locations which was just completed earlier this month. This study found that the Town should consider relocating Headquarters to the south and west of the current location.

Furthermore, at the Special April 3, 2021, Town Meeting, Article 6 provided \$185,000 to conduct a comprehensive operational and station needs study of the Fire Department. The objective of this study will be to provide strategic recommendations to improve the effectiveness of the Department in the coming years, as well as determine how to best invest in a future Headquarters station. The scope is under final review, and the RFP will be aired later this month. It is anticipated that a firm will be selected, and the contract awarded by late fall or early winter.

However, significant amounts of funds continue to be invested into the current building to keep the station operational. This is not a sustainable solution and eventually the station will need to be replaced.

It is respectfully requested that one Select Board member serve on the panel to review the RFP responses and recommend awarding the contract for the Fire Department's operations, organizations, and stations study.

Station 2- West Plymouth

According to the Response Time study, Station 2 is in a good location to serve the existing and future needs of the surrounding neighborhoods. Preliminary analysis of the station concludes that the apparatus bay is large enough to support future needs, is structurally sound, and can continue to serve the town for another 30+ years. Reusing this portion of the station also protects the town's previous investment in a new roof and new overhead doors at this location.

However, the living quarters is no longer usable and should be torn down. A portion of the existing \$3M allocation has been used to acquire a temporary housing unit and to relocate the communications fiber from the station. The fire crews are no longer occupying the living quarters and have been relocated to the temporary unit until such time as the station can be renovated.

It is anticipated that prior to awarding a general contract for the renovation at this station, the existing funds will be used to remove the existing underground fuel tanks and replace them with a new fuel depot, remove or abate the asbestos in the building, and relocate all the utilities from the Samoset Street frontage to the Carver Road frontage to back feed the apparatus bay while the station is under construction.

Conceptual designs have been completed to renovate the existing apparatus floor, demolish the existing living quarters, and build a new addition on the front to replace the living space. This will allow for adequate bunk, living and office space, as well as new support space for the apparatus floor including gear and equipment storage and decontamination.

The early estimated cost for the project is \$10.8M, which includes escalation to bidding and contract award, as well as a 10% project contingency. The redesigned station will be approximately 20,800 square feet and this represents a cost of about \$520 per square foot. The capital request is being finalized for submission to the October 16, 2021, Town Meeting, and if funded, design will be completed with anticipated bidding in the spring of 2022. It should take about 14-months from the start of construction until completion.

The Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act (ARPA) identify "ventilation improvements in key locations" and "capital investments in public facilities to meet pandemic operational needs" as an eligible use of funds. There is approximately \$496,000 worth of HVAC work proposed at this station to improve the ventilation and air quality. Clearly maintaining safe and healthy conditions

within the fire station will increase the Department's ability to adequately respond to all types of calls for service, including those related to the current pandemic.

Station 4 – Bourne Road

Preliminary feasibility work was completed at the current Bourne Road station. The apparatus floor is undersized and would need to be significantly expanded to meet future demand. It was further recommended that the existing living quarters be removed, rebuilt, and expanded to meet current and future needs. The site is undersized, contains difficult slopes, is served by a private on-site well, and adequate parking cannot be safely accessed or accommodated.

In May 2021 the Building Committee recommended that the existing Bourne Road station not be renovated, but a new station be located to serve the surrounding neighborhoods. The Response Time study recommends that the station be located slightly to the north of the current station, and a site selection search is underway to identify adequate land that can be served by a public water system since the new facility will require sprinklers.

It is anticipated that Town Meeting will be asked to approve a land purchase for a new Station 4 as some point in 2022.

Station 5 – Manomet

According to the Response Time study, Station 5 is in a good location to serve the existing and future needs of the surrounding neighborhoods. Preliminary analysis of the station concludes that the apparatus bay is large enough to support future needs, is structurally sound, and can continue to serve the town for another 30+ years. Furthermore, the existing 2nd floor space can be repurposed and renovated into common living space. This will protect the town's investment in a new roof that was just recently completed at the station.

The conceptual design calls for a proposed addition to the south of the building with new office and apparatus floor support functions on the ground floor and new bunk rooms and living quarters on the second floor. The proposed location of the addition will cut off the existing driveway access to the rear of the station and the design team is working with the abutter to the north to acquire a new access easement to the rear of the property.

The early estimated cost for the project is \$11.3M if escalation has to be carried until bidding in spring of 2023. If the project is funded at the Fall 2021 Town Meeting, goes out to bid in the late summer of 2022, less escalation would be factored in. The cost estimates also contain a 10% contingency.

The redesigned station will be approximately 16,200 square feet and the estimated cost per square foot is higher than at Station 2 because of more complex rehab work on the existing 2nd floor living space, in addition to the apparatus floor.

The capital request is being finalized for submission to either the October 2021, or April 2022 Town Meeting, with anticipated bidding either in the late summer of 2022 or the spring of 2023.

There is approximately \$343,000 worth of HVAC work proposed at this station to improve the ventilation and air quality. Clearly maintaining safe and healthy conditions within the fire station will increase the Department's ability to adequately respond to all types of calls for service, including those related to the current pandemic.

The Board's support for a capital request at the April 2022 Town Meeting is respectfully requested for the renovation of Station 5. At this time, it has not been determined if the project will be recommended as debt under the levy limit, or if a capital override vote at the ballot will be necessary.

Furthermore, the Board's approval for the use of \$343,000 of Plymouth's ARPA allocation is requested, specifically to offset the cost of the proposed HVAC system.

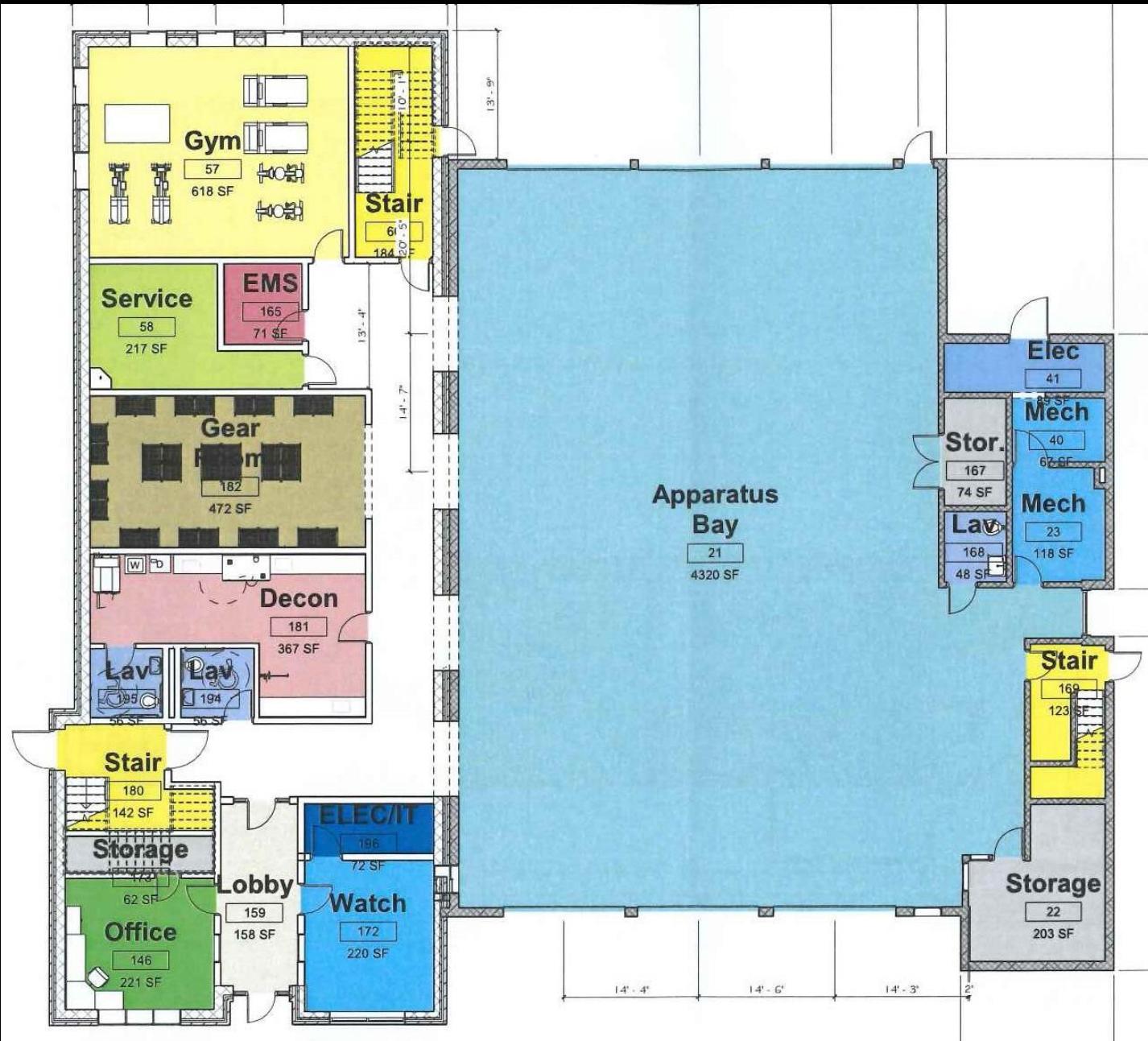
Actions to Date:

- Special August 10, 2020 Town Meeting
 - Article 5 - \$500,000 for Feasibility & Conceptual Design at HQ (Station 1), West (Station 2), Bourne Rd (Station 4) and Manomet (Station 5).
 - Article 6 - \$3M in renovation funds to begin work at Stations 2, 4 & 5
- March 23, 2021: Contract with Criterion Associates for Response Time Study (grant funded)
- Special April 3, 2021 Town Meeting
 - Article 6 - \$185,000 Fire Department Operations, Organization & Stations Study
- May 2021: Building Committee recommendation to replace Bourne Road with a new Station 4
- August 2021: Response Time Study completed

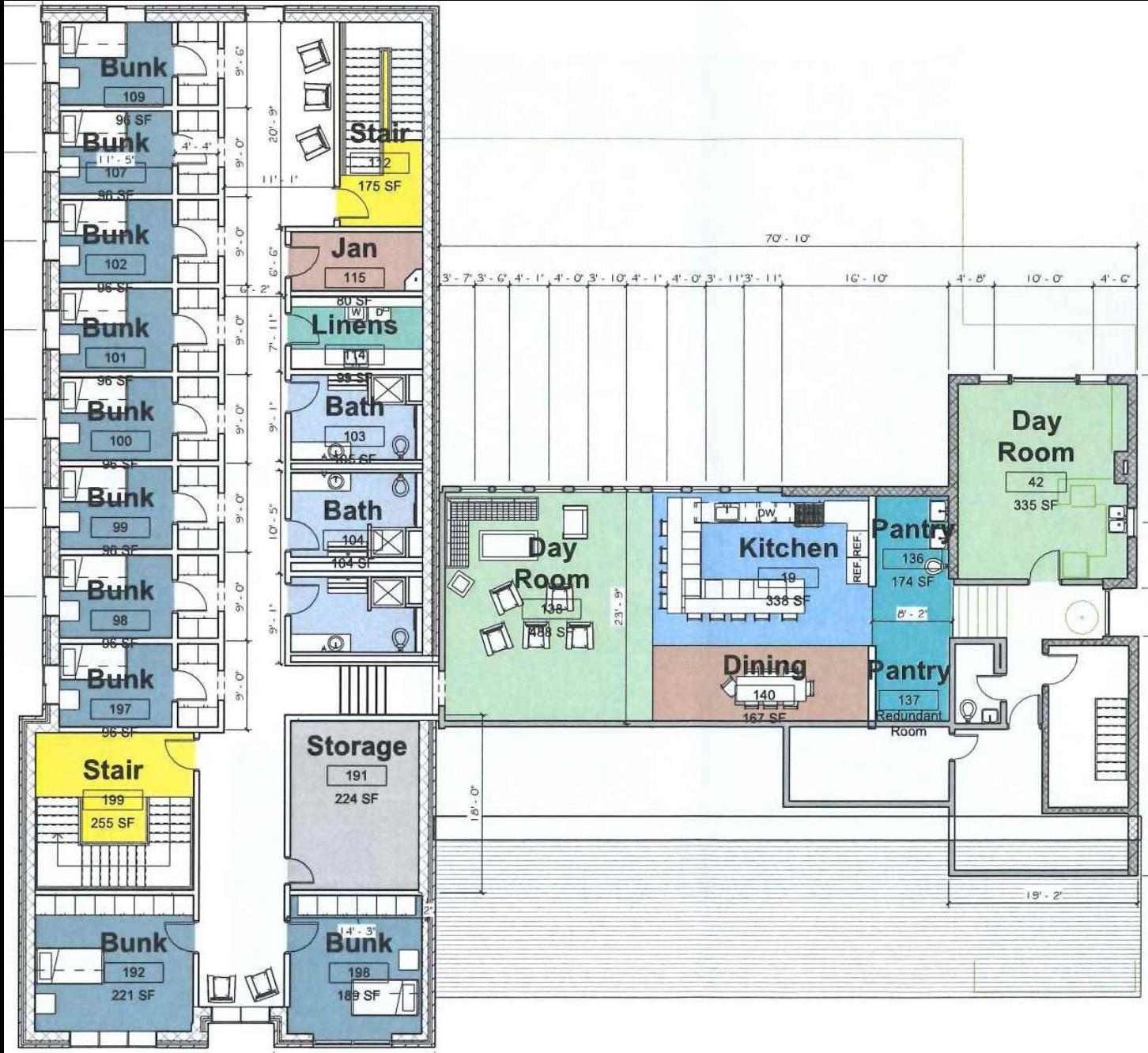
Manomet – Station 5

- Station is in a good location
- 30+ year lifespan is achievable
- Recommendation to renovate and reuse the apparatus bay area
 - Protects previous investment in a new roof
- Repurpose existing 2nd floor living quarters as renovated common space
- Provide new support space for apparatus floor & new bunk rooms above
 - Will require an access easement & new driveway
- Approximately 16,000 square feet
- Early estimated total cost of \$10.6 million





Preliminary 1st Floor Manomet



Preliminary 2nd Floor Manomet

Tasks in progress or pending using existing funds

- Acquisition of new access easement from the abutter to the north

Capital Request

October 16, 2021 Town Meeting

- \$9.1 Million
- Includes escalation to bidding & 10% project contingency
- Bid August/September 2022
- Approximately 14-month construction duration

	Approximate Area	Approximate Cost per Square Foot	Total Cost
Manomet –Station 5	16,232 sq ft	\$653/sf (estimated)	\$10.6 M (estimated)
North Plymouth – Station 7	12,000 sq ft	\$548/sf (Contract awarded April 2019)	\$6,581,481.12

Capital Request Future Town Meetings

- Property acquisition and replacement costs for Bourne Road – Station 4
- Replacement/relocation/renovation of Headquarters – Station 1

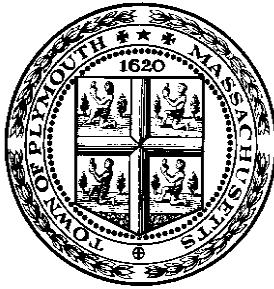
ARTICLE 6:

ARTICLE 6: Solar PILOT – 143 Hedges Pond Road. To see if the Town will vote, pursuant to the provisions of G. L. c.59, §38H, to authorize the Select Board and Board of Assessors to negotiate and enter into an agreement for payments in lieu-of-taxes (“PILOT”), for a 2,111.4 Kilowatt DC (more or less) solar photovoltaic energy generating facility for Hedges Pond Solar 1, LLC (or its affiliates, successors or assigns) to be located on a 49.08 acre parcel (more or less) at 143 Hedges Pond Road, currently shown on Plymouth Assessor’s Map 55 Lot 53, upon such terms and conditions as the Select Board and Board of Assessors shall deem to be in the best interest of the Town, or take any other action relating thereto.

SELECT BOARD

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 6. Approval of this payment-in-lieu-of-taxes (PILOT) agreement will be for personal property tax associated with a ground mounted solar farm development located at 143 Hedges Pond Road in Plymouth, shown as lot 53 on Assessors Map 55. This is a ground mounted Solar Project on a portion of land described in the location, with a total production size of 2.1114 KW DC. The terms of this agreement would be \$15,000 per MW DC with an escalation of 2.5% per year for 20 years. 50% of these payments will be deposited into the Environmental Affairs Fund



TOWN OF PLYMOUTH
FINANCE DEPARTMENT
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10177

To: SELECT BOARD
ADVISORY & FINANCE
TOWN MEETING MEMBERS

FROM: LYNNE A. BARRETT
DIRECTOR OF FINANCE

SUBJECT: ARTICLE 6 STM – SOLAR PILOT AGREEMENT – HEDGES POND
SOLAR 1, LLC

DATE: FEBRUARY 23, 2022

CC: ANNE DUNN, DIRECTOR OF ASSESSING

Article 13 of the Spring 2013 Special Town Meeting authorized the Board of Selectmen to negotiate one or more agreements for payments-in-lieu-of-taxes (PILOT) pursuant to the provisions of M.G.L. Chapter 59, Section 38H(b), and Chapter 164, Section 1, for the property relating to renewable energy generation facilities. Since that time, the Town has negotiated and executed fourteen PILOT agreements with various developers: one wind and thirteen solar.

This article request is for approval of the terms of a PILOT agreement for the personal property tax associated with a solar farm development located at 143 Hedges Pond Road in Plymouth, shown as lot 53 on Assessors Map 55. This is a ground mounted Solar Project on a portion of land described in the location, with a total production size of 2.1114 KW DC. The terms of this agreement would be \$15,000 per MW DC with an escalation of 2.5% per year for 20 years.

A map of the parcel with the area marked for the location of the panels is attached.

50% of these payments will be deposited into the Environmental Affairs Fund, please see link for more information on this.

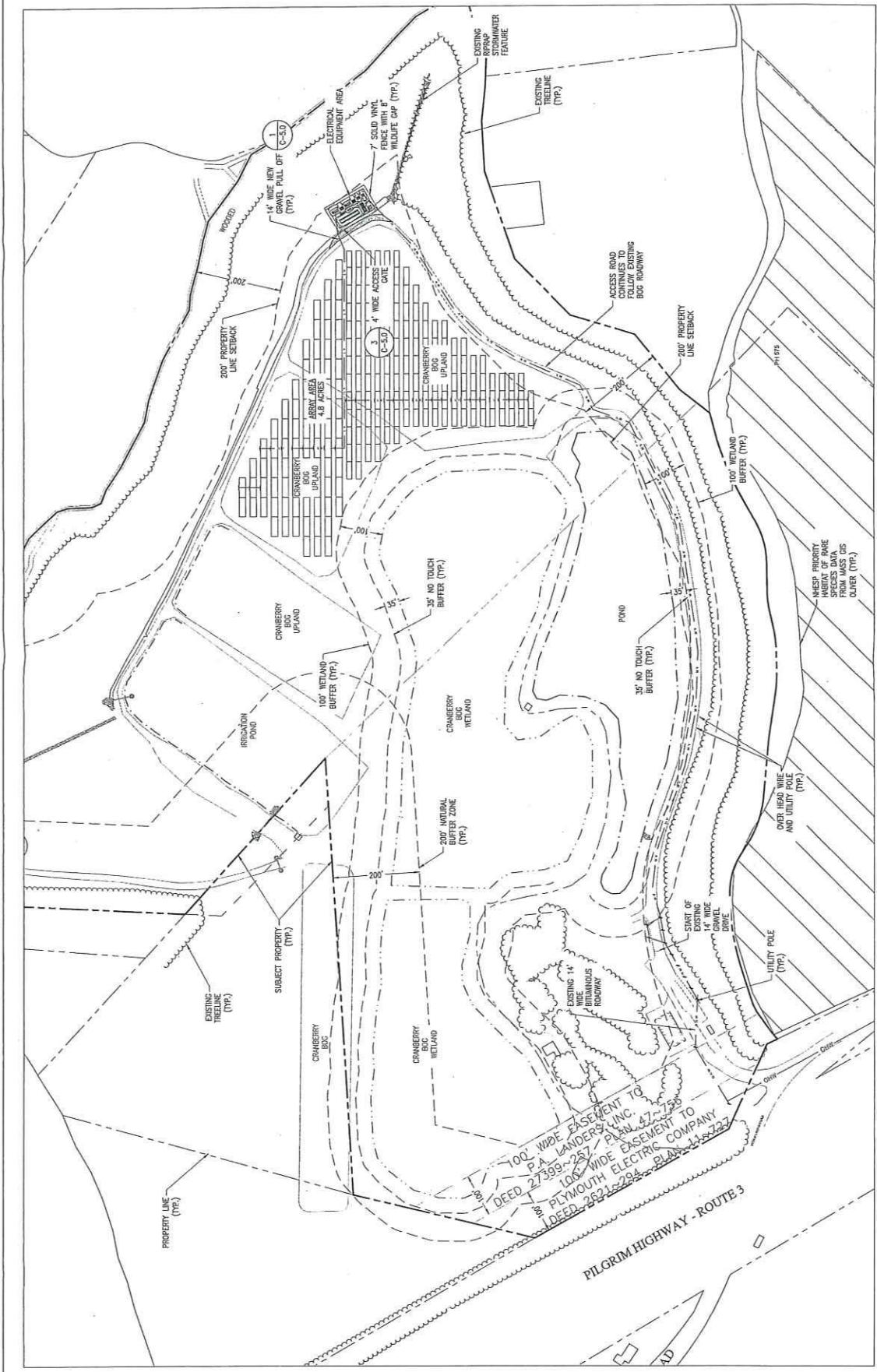
<https://www.plymouth-ma.gov/finance-department/pages/environmental-affairs-fund>

Schedule of payments on an annual basis are described below:

MW DC	2.1114
\$/MW	\$15,000
2.5% escalator	
	PILOT
Year 1	31,671
Year 2	32,463
Year 3	33,274
Year 4	34,106
Year 5	34,959
Year 6	35,833
Year 7	36,729
Year 8	37,647
Year 9	38,588
Year 10	39,553
Year 11	40,542
Year 12	41,555
Year 13	42,594
Year 14	43,659
Year 15	44,750
Year 16	45,869
Year 17	47,016
Year 18	48,191
Year 19	49,396
Year 20	50,631
Total	809,025

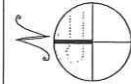
Thanks, for your consideration in this matter and if there are any questions, please let me know.

DATE	04/26/21	DEED	04/26/19	MS	04/26/19	PERMIT	04/26/19	REVISIONS	04/26/19	PROJECT NUMBER	905-2208
PERMIT	04/26/21	DEED	04/26/19	MS	04/26/19	PERMIT	04/26/19	REVISIONS	04/26/19	PERMIT NUMBER	905-2208
143 HEDGES POND ROAD, PLYMOUTH, MA 02360											
SITE USE PERMIT SET 172612-1											
CONSTRUCTION NOT FOR											
BORDEN SOLAR											
A COMMITMENT TO SUSTAINABILITY											
CITY OF PLYMOUTH, MASSACHUSETTS											
COUNCIL OF CIVIL ENGINEERS											
CIVIL ENGINEERS FOR SUSTAINABILITY											



OVERALL LAYOUT AND MATERIALS PLAN

SCALE: 1:100'



ARTICLE 7:

ARTICLE 7: PILOT – Holtec. To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation to allow the Town of Plymouth to enter into a Payment In Lieu of Tax Agreement with Holtec and/or its subsidiaries, specifically for property and personal property located on property located on Parcels:

043-000-011-000	043-000-011D-000	043-000-011E-000	043-000B-124-000	044-000-001A-000
044-000-001B-000	044-000-002-000	044-000-013-000	044-000-027-000	044-006-525-000
044-006-527-000	047-000-008-000	076-000-003-000	076-000-004-000	076-000-005-000
094-000-001-000	094-000-002-000	094-000-003-000		

as shown on Plymouth's Assessors Map; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval (Unanimous 11-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 7. Approval of this article will authorize the Town to submit Special Legislation to the state to clarify the Town's legal ability to enter into a PILOT agreement with the owners of the nuclear power plant now that the plant has ceased active operation. The Town is hopeful that this will allow the community to receive additional compensation for the burden of housing the spent nuclear fuel beyond what is possible through current property tax assessment provisions.

Memo

To: Select Board
Advisory and Finance Committee
Lynne Barrett, Finance Director

From: Lee Hartmann, Acting Town Manager

Date: February 23, 2022

Re: Holtec PILOT

For many years, the Town was able to negotiate a Payment in Lieu of Tax Agreement (PILOT) with Entergy as an owner of an energy producing facility. However, under state law, the Town is not able to enter into a similar agreement with Holtec, the current owner of Pilgrim Nuclear, because it is now a decommissioned facility. In addition, state law is ambiguous as to whether spent nuclear fuel is taxable as personal property. Accordingly, this article seeks Special Legislation from the state to clarify the Town's legal ability to tax spent nuclear fuel, and to allow the Town to negotiate a PILOT agreement with Holtec. A similar revision to New York has recently been enacted in connection with a decommissioned power plant there.

The Town has previously engaged in negotiations with Holtec to see if there was any common ground on the terms of any future tax payment. Those negotiations were not successful. Thus, the Town sent Holtec a tax bill as they do for other businesses. However, as a strategy, there may be a benefit in petitioning the legislation to allow the Town to enter into a tax agreement on all property owned by Holtec. If that legislation passed, the Town would have the ability to enter into such a PILOT, although there certainly is no guarantee that an agreement would be reached. If Town Meeting approved this article, at the very least it provides the Town with another tool for working out tax payments for this large entity. This legislation would provide the ability to have a PILOT in place with a non-energy producing, decommissioned, plant.

The Select Board engaged special Counsel to help with interactions with Holtec. In working closely with this law firm, we believe this article is an avenue to seek the legal ability and power to tax through entering into a PILOT. This legislation would provide the Town with some leverage and mirrors what is being done in New York.

We respectfully request support from Town Meeting through this article to submit for that special legislation.

Thank you.

ARTICLE 8:

ARTICLE 8: Affordable Housing. To see if the Town will vote to transfer the care, custody, management and control of the following parcel from the Town Treasurer for the purpose of sale at auction to the Select Board for purpose of conveyance, and further, that the Select Board be authorized to convey the property upon such terms and conditions as the Select Board deem appropriate to the Plymouth Redevelopment Authority for the purpose of affordable housing:

Parcel ID	Road	Legal Reference	Tax Title
046-000H-000H-028	31 Strand Ave	C25348	#12174

Or take any other action relative thereto,

PLYMOUTH REDEVELOPMENT AUTHORITY

RECOMMENDATION: Approval (Unanimous, 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 8. Approval of this article will transfer parcel 046-000H-000H-028, located at 31 Strand Avenue, from the Town Treasurer to the Plymouth Redevelopment Authority to construct a single-family dwelling to be added to the Town's affordable housing stock. To fund the project the Plymouth Redevelopment Authority has applied for a federal Grant through the Department of Housing and Urban Development's Choice Neighborhoods Implementation Grant Program.

Memo

To: Advisory and Finance Committee
From: David Golden, Program Director
Date: Monday, February 14, 2022
Re: Special Town Meeting - Article 8, Conveyance of Tax Title Property

The Plymouth Redevelopment Authority is seeking support from the Advisory and Finance Committee for the conveyance of one (1) tax title property from the Town Treasurer to be held under the care and custody of the Plymouth Redevelopment Authority at the upcoming 2022 Special Town Meeting.

The parcel, shown on the Assessor's Map as 046-000H-000H-028, is located at 31 Strand Avenue, and is nestled between numbers 29 and 35 Strand Avenue. The property is largely undeveloped, hosting only a solid board, picket-top, wooden fence on three sides, two rail post fences at the front of the property, and a small shed with additional fencing around it. Most of the property is overgrown.

The property will be used to construct a single-family dwelling for the purposes of selling at an affordable rate. To fund the project, the Plymouth Redevelopment Authority has applied for federal grant money through the Department of Housing and Urban Development's Choice Neighborhoods Implementation Grant Program.

In order to increase community engagement, the Plymouth Redevelopment Authority has invited the students from the construction program at Plymouth South High School to participate in the build.

Thank you for your consideration.



ARTICLE 9:

ARTICLE 9: WITHDRAWN.

ARTICLE 10:

ARTICLE 10: WITHDRAWN.

ARTICLE 11:

ARTICLE 11: WITHDRAWN.

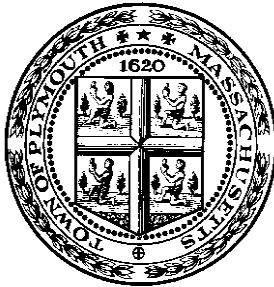
ARTICLE 12:

ARTICLE 12: Pavement Management Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Pavement Management Plan Debt Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$1,826,612 (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 12. Approval of this article will authorize the Town to transfer \$1,826,612 from Free Cash to the Pavement Management Plan Debt Stabilization Fund for future use as it relates to road repair, maintenance, and/or construction in the Town. This amount is the excess of actual Motor Vehicle Excise receipts over the amount budgeted for FY21. The current balance in the fund is \$2,729,325. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for any future withdrawals from the stabilization fund.



TOWN OF PLYMOUTH
ACCOUNTING & FINANCE DEPARTMENT
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10177

To: ADVISORY & FINANCE COMMITTEE
BOARD OF SELECTMEN
TOWN MEETING

FROM: LYNNE A. BARRETT
DEPARTMENT OF FINANCE

SUBJECT: STM ARTICLE 12 – PAVEMENT MANAGEMENT STABILIZATION FUND

DATE: FEBRUARY 7, 2022

Spring 2017 Special Town Meeting voted unanimously to establish a Pavement Management Plan Debt Stabilization Fund, as authorized by the provisions of G.L. c. 40 § 5B, for the purpose of funding principal, interest, and other borrowing costs associated with the Pavement Management Plan. The current balance in the fund is \$ 2,729,325.

I am recommending that **\$1,826,612** be transferred from Free Cash into the Pavement Management Plan Debt Stabilization Fund. This amount reflects the excess of Motor Vehicle Excise Tax actual receipts over the amount that was budgeted for Fiscal 2021.

If you have any questions regarding this, please let me know and I respectfully request your support.

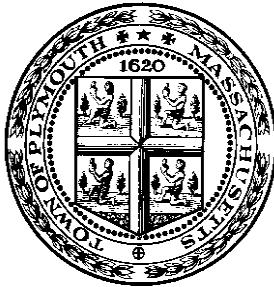
ARTICLE 13:

ARTICLE 13: Facility Capital Maintenance Stabilization Fund. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Facility Capital Maintenance Stabilization Fund, as authorized by the provisions of G.L. c. 40, §5B as amended, or take any other action relative thereto.

SELECT BOARD

RECOMMENDATION: Approval \$2,500,000 (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 13. Approval of this article will authorize the Town to transfer \$2,500,000 from Free Cash to the Facility Capital Maintenance Stabilization Fund for future use as it relates to capital maintenance of Town owned buildings. The current balance in the fund is \$2,506,728. As with all Stabilization Funds, a 2/3rds vote of Town Meeting would be required for any future withdrawals from the stabilization fund.



TOWN OF PLYMOUTH
ACCOUNTING & FINANCE DEPARTMENT
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10177

To: ADVISORY & FINANCE COMMITTEE
BOARD OF SELECTMEN
TOWN MEETING

FROM: LYNNE A. BARRETT
DEPARTMENT OF FINANCE

SUBJECT: STM ARTICLE 13 – FACILITY CAPITAL MAINTENANCE STABILIZATION FUND

DATE: FEBRUARY 7, 2022

Spring 2021 Special Town Meeting voted unanimously to establish a Facility Capital Maintenance Stabilization Fund, as authorized by the provisions of G.L. c. 40 § 5B, for the purpose of funding capital maintenance to Town owned buildings. The current balance in the fund is \$2,506,728.

I am recommending that **\$2,500,000** be transferred from Free Cash into the Facility Capital Maintenance Stabilization Fund.

If you have any questions regarding this, please let me know and I respectfully request your support.

ARTICLE 14:

ARTICLE 14: Amend Airport Zoning Map. To see if the Town will vote to amend the Official Zoning Map #1 to rezone Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106 from Airport (AP) to Medium Lot Residential (R25) or take any other action relative thereto.
BY PETITION: Shannon Schultz, et al

RECOMMENDATION: Approval (Unanimous 13-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 14. Approval of this article will amend the Official Zoning Map #1 to rezone these five lots, Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106, from Airport (AP) to Medium Lot Residential (R25) and place these 5 lots within the Medium Lot Residential District thereby making them conforming residential lots.

DRAFT

2022 April Special Town Meeting

Article 14

REPORT AND RECOMMENDATION OF THE PLANNING BOARD
ON THE PETITION OF SHANNON SCHULTZ, ET AL TO REZONE
LOTS 22-80, 22-81, 22-82, 22-83 AND 22-84 ON ASSESSORS' MAP 106
FROM AIRPORT TO MEDIUM LOT RESIDENTIAL

DATE OF PUBLICATION OF PUBLIC HEARING:

March 8, 2022

DATE OF PUBLIC HEARING:

February 16, 2022

February 23, 2022

VOTE: On March 8, 2022, the Planning Board voted (X-X) to recommend Town Meeting vote to amend the Official Zoning Map #1 to rezone Lots 22-80, 22-81, 22-82, 22-83 and 22-84 on Assessors' Map 106 from Airport (AP) to Medium Lot Residential (R25).

NEED & JUSTIFICATION:

In 1972 the Planning Board proposed a new zoning bylaw and a town-wide rezoning that created among many other revisions an entirely new commercial zoning district, the Airport District, located along South Meadow Road. In March of 1972 (prior to Town Meeting), the original property owner sought to protect this property from the zoning change by filing a preliminary subdivision plan. The plan, known as Burnett Estates, included these 5 lots located on the opposite side of South Meadow Road. At the Spring 1972 Town Meeting, the town approved the proposed zoning change placing these 5 lots within the Airport Zoning District. In October of 1972, the definitive Burnett Estates subdivision plan was filed and approved by the Planning Board protecting these 5 lots from the commercial zoning change. Subsequently five single family homes were built on these 5 lots in the 1970s. Since the lots are in the Airport commercial zoning district, the homes became "legal" pre-existing non-conforming lots and dwellings.

Four of the homes have maintained their non-conforming status. The fifth lot, Lot 22-84, was purchased by the abutting church and converted to office space in 1997. Because of this change in use, the lot and the structure lost their status as pre-existing non-conforming. The lot has since changed ownership from the church to a person seeking to remodel the structure and return it to the original single-family use. Such a conversion is prohibited without the zoning change requested by this petition.

This proposed amendment seeks to extend the existing residential zoning district located directly across the street to include these 5 lots.

EFFECT & INTENT:

The intent of this amendment is to place these five lots within the Medium Lot Residential District thereby making them conforming residential lots. Four of these lots have been residential homes for over 50 years and the fifth, Lot 22-84, maintains the appearance of a single-family dwelling.

The Medium Lot Residential zoning district is the most appropriate designation for these residential properties.

TOWN OF PLYMOUTH

Malcolm MacGregor, Chairman

Paul McAlduff

Tim Grandy

Frank Mand

Birgitta Kuehn

BEING A MAJORITY OF THE PLANNING BOARD

DATE SIGNED BY THE PLANNING BOARD: _____

DATE FILED WITH TOWN CLERK: _____

c: Town Clerk

Board of Selectmen

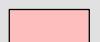
Advisory and Finance Committee

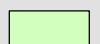
Legend

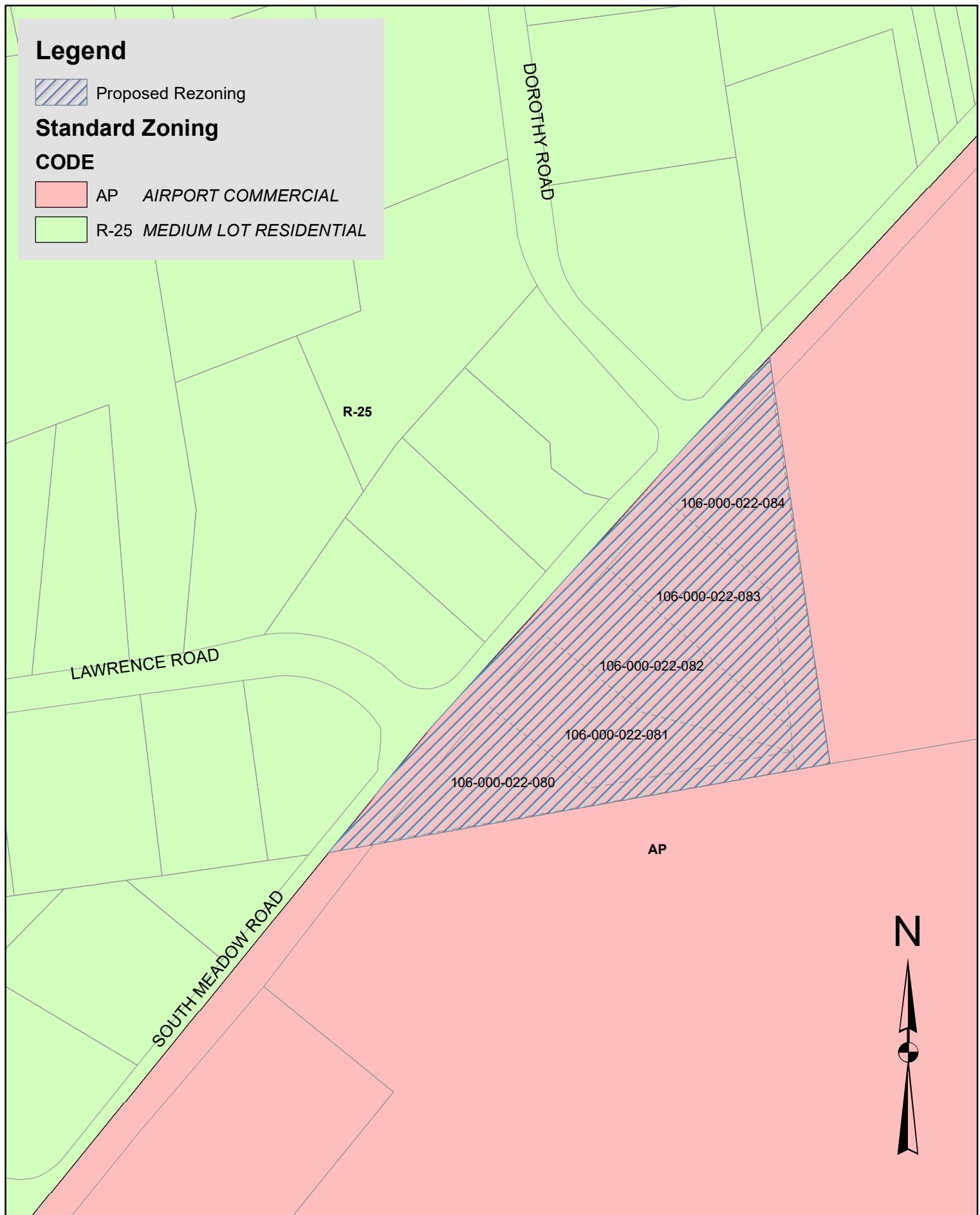
 Proposed Rezoning

Standard Zoning

CODE

 AP AIRPORT COMMERCIAL

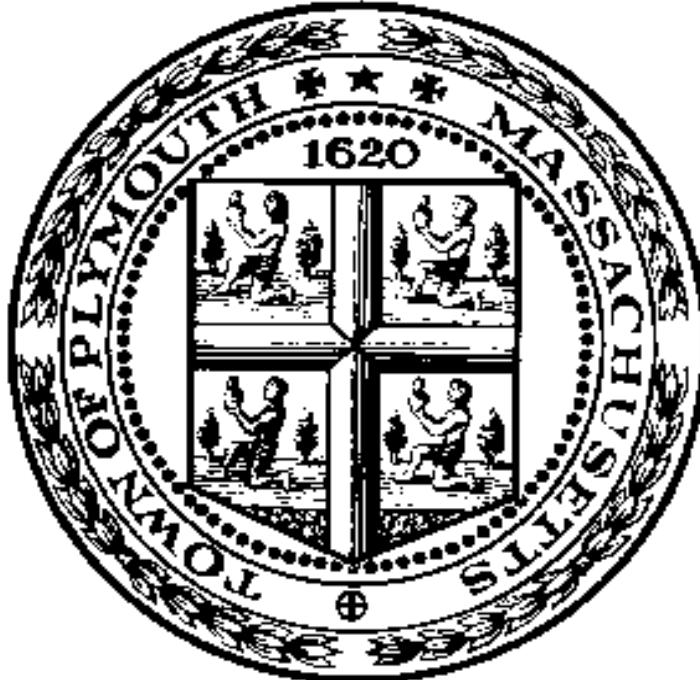
 R-25 MEDIUM LOT RESIDENTIAL



Article 14 - South Meadow Road Re-zoning
2022 Spring Special Town Meeting

TOWN OF PLYMOUTH

SUPPLEMENT I
TO THE
REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE
COMMITTEE



Presented at the
April 2, 2022

SPRING SPECIAL
TOWN MEETING

SPRING SPECIAL ANNUAL TOWN MEETING

April 2, 2022

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REPORT & RECOMMENDATIONS

SUPPLEMENT I

REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE

Spring Special Town Meeting – Saturday, April 2, 2022

ARTICLE 1: Personnel Bylaws and Collective Bargaining Agreements. 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.

SELECT BOARD

II. Plymouth Dispatchers Union

RECOMMENDATION: Approval (Unanimous 8-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1I. Approval of this article will adopt the negotiated MOA for the Plymouth Dispatchers Union as outlined in the included memorandum.

1J. COBRA - Library

RECOMMENDATION: Approval (Unanimous 8-0-0)

The Advisory & Finance Committee recommends Town Meeting approve Article 1J. Approval of this article will adopt the negotiated MOA for the COBRA - Library as outlined in the included memorandum.

ROLL CALL
VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

Y - For
Against
R - Recuse

N -
A - Abstain
X - Absent

Ch - Chair did not vote

ARTICLES

Eugene Blanchard
Gail Butler
Kevin Carty
Brian Dunn
Robert Eisenstein
Karen Hamilton
Joseph Lalley
William Marani
Lawrence McGrath
Steve Nearman
Donald Piatt
Ashley Shaw
Scott Stephenson
Evelyn Strawn
Robert Zupperoli

VOTE TOTAL
FOR-AGAINST-ABSTAIN

		Collective Bargaining Agreements																	
1	I	Dispatchers															8-0-0		
		Y	X	Ch	X	Y	Y	Y	X	X	Y	X	Y	Y	Y	X	8-0-0		
1	J	COBRA - Library															8-0-0		
		Y	X	Ch	X	Y	Y	Y	X	X	Y	X	Y	Y	Y	X	8-0-0		

ARTICLE
SUPPORTING
DOCUMENTATION

**Memorandum of Agreement
Between the Town of Plymouth
AND
Plymouth Dispatchers Union, Massachusetts Coalition of Police
March 8, 2022**

1. Article XVIII Overtime (effective 7/1/22)

Employees will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay for ~~up to~~ five (5) overtime shifts ~~worked each year. While no more than five (5) comp shifts may be accrued at any given time~~ dispatchers shall be allowed to continually accrue and use comp time so long as the balance of accrued comp shifts does not exceed 5 shifts. ~~An employee may carry over a balance of up to 25.5 hours into the following fiscal year; any carried over balance must be used in the following fiscal year, and will not count or be combined with that fiscal year's accrual of compensatory time.~~ All unused comp time will be paid out at the end of each fiscal year.

2. Article XXI Vacations:

ARTICLE XXI

VACATIONS

Employees shall not earn or accrue vacation time while not on full pay status.

3. Article XXII:

ARTICLE XXII

HOLIDAYS

The following days shall be recognized as legal holidays:

Christmas Day	New Year's Day
Columbus Day	Patriot's Day
Independence Day	Thanksgiving Day
Labor Day	Day After Thanksgiving
Veteran's Day	Martin Luther King Day
Washington's Birthday	Memorial Day
Juneteenth	

4. Article XXII Holidays:

ARTICLE XXII

HOLIDAYS

3. Payment under the provisions of this section shall be made provided the eligible employee shall have worked on his/her last regularly scheduled working day prior to and his/her next regularly scheduled working day following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this Agreement. Said payment shall be made in the ~~first~~ last payroll ~~week~~ in June.

5. Article XXIII Maternity Leave; replace with Article XXIII Parental Leave:

ARTICLE XXIII

MATERNITY LEAVE

PARENTAL LEAVE

Under MGL Ch. 149, Sec. 105D, employees may be eligible for leave for events such as childbirth or adoption. Employees may use accrued sick and/or vacation, otherwise Parental Leave shall be unpaid.

- ~~1. An employee who is absent from work, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of either Option (A) or Option (B), as provided herein.~~
- ~~2. A leave of absence shall be granted for maternity purposes to female employees on the terms and conditions set forth in this Article.~~
- ~~3. As soon as the employee determines she is pregnant, she shall notify her Department Head and the Town Manager for the Town of Plymouth, in writing, of her pregnancy. The employee shall give at least two weeks notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the employee will select one of the following two options:~~

~~Option A—Extended leave without pay with entitlement to sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

~~Option B—Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Ch. 149, Section 105D) with guarantee of sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.~~

- ~~4. The provisions of Option A are as follows:~~

- a. The maximum length of such leave will not extend beyond six (6) months from the actual date of delivery of the child.
- b. An employee may continue to work so long as her physician certifies that she is able to do so, however, the leave without pay shall commence with cessation of actual work.
- c. Any extension of maternity leave must be requested in writing from the employee to the Town Manager. The Town Manager may grant extended leave based upon the specific conditions of the request
- d. The employee shall give the Department Head a notice of her intent to return to work at least thirty (30) days prior to the date she desires to return to work. She shall be able to return to work if there is an available position, or one that becomes available for which the employee is qualified. An available position is defined to be one that is not being held by a permanent full time employee.

If the employee fails to so notify the Department Head in writing, or does furnish said written notice and fails to return to work at the expiration of her leave, she shall be deemed to have resigned, and the obligation of the Town to provide a position for her shall cease.

5. The provisions of Option B are as follows:

- a. A female employee who has been employed for at least three (3) consecutive months as a full time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called "Maternity Leave", and who shall give at least two (2) weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave.
- 6. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any other kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on maternity leave, except as provided in this Article.
- 7. The Association recognizes that any temporary employee hired to cover a maternity leave will remain a temporary employee for the duration of the maternity leave and that the employee does not become a permanent employee of the Town as a result of working to cover a maternity leave for a permanent employee

6. Article XXIV Sick Leave (effective 7/1/23):

ARTICLE XXIV

SICK LEAVE

A. A full time employee in continuous employment shall ~~be granted 120 earn 10~~ hours sick leave ~~at the start of each fiscal year~~ for each full month to be added to accrual bank on the last day of the month. ~~Sick leave for employees with less than one year service will be prorated.~~

7. Article XXIV Sick Leave:

~~Employees shall not earn or accrue sick leave while not on full pay status.~~

8. Article XXV Longevity (effective 7/1/22):

ARTICLE XXV

LONGEVITY

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

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$ 100.00
10 years	\$150.00
15 years	\$200.00
20 years	\$250.00
25 years	\$300.00
30 years	\$500.00

Length of Service	Amount
5 years	\$125.00
6 years	\$175.00
7 years	\$225.00
8 years	\$275.00
9 years	\$325.00
10 years	\$375.00
11 years	\$425.00
12 years	\$475.00
13 years	\$525.00
14 years	\$575.00
15 years	\$650.00
16 years	\$725.00
17 years	\$800.00
18 years	\$875.00

19 years	\$950.00
20 years	\$1,225.00
21 years	\$1,300.00
22 years	\$1,375.00
23 years	\$1,450.00
24 years	\$1,525.00
25 years	\$1,600.00
26 years	\$1,600.00
27 years	\$1,600.00
28 years	\$1,625.00
29 years	\$1,700.00
30 years	\$1,775.00
31 years	\$1,850.00
32 years	\$1,925.00
33 years	\$2,000.00
34 years	\$2,075.00
35 years	\$2,150.00
36 years	\$2,225.00
37 years	\$2,300.00
38 years	\$2,375.00
39 years	\$2,450.00
40 years	\$2,525.00

Those employees eligible for longevity shall receive their longevity pay ~~during the last pay period of November in pro-rated amounts included in the employees' paycheck every pay period. Those employees who have completed five, ten, fifteen, twenty, twenty five or thirty 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. their respective years of service as listed above in the calendar year, shall be paid the corresponding amount.~~

9. Article XXVIII Classification Plan-Rates:

ARTICLE XXVIII

CLASSIFICATION PLAN - RATES

D. 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, ~~arbitration awards and JLMC awards~~ shall not be a cause for reopening the contract.

10. Article XXXIV Family and Medical Leave:

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: The Town of Plymouth uses 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 incapacity requiring absence from work or other activities~~
- ~~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~~ sick time. ~~And~~ Any 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.

11. Article XXXVI Small Necessities Leave:

ARTICLE XXXVI

SMALL NECESSITIES LEAVE

~~In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.~~

~~An employee is required to use appropriate accrued leave before going on unpaid status.~~

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 leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.

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.

12. Appendix A Classification and Pay Plan:

APPENDIX A

CLASSIFICATION AND PAY PLAN

Step raises and/or salary adjustments are not automatic. They shall be reviewed annually and approved by the Town upon recommendation of the Director.

All salaries within the Dispatch Association collective bargaining agreement will be amended and increased as follows:

Pay Equity adjustment of \$5,200 in year one of the contract, effective 1/1/2022, with a 4% differential between each step for a total of 8 steps.

Salaries to reflect COLA increases of 2% each fiscal year as follows:

Fiscal 2022 (7/1/2021)

Fiscal 2023 (7/1/2022)

Fiscal 2024 (7/1/2023)

13. New Article: "Mental Health Day." Create a new article called, "Mental Health Day" (effective 7/1/2022)

In recognition that members of the bargaining unit may witness stressful and traumatic situations during their duties for the Town of Plymouth or in their personal life, it is agreed a Dispatcher may benefit from speaking with a behavioral health professional (BHP) on an annual basis

The purpose of the behavioral health visit is to:

Encourage Dispatchers to seek assistance in dealing with the psychological effects and stressors which they may witness during their duties;

Encourage stress reduction practices;

Promote overall health and well-being; and

Incentivize Dispatchers to speak with a BHP on a regular basis, therefore making speaking with a BHP a more routine event thus reducing the stigma associated with seeking assistance from a BHP.

Any Dispatcher who attends and participates in an annual voluntary behavioral health physical with a BHP shall have the time charged as a paid "Mental Health" hours and will not be required to work their normally scheduled hours on the day of the visit.

When the Dispatcher schedules a mental health physical with a BHP, they shall notify the chief at least 72 hours in advance. The Dispatcher must provide proof of the physical as soon as possible after including:

The date of the behavioral health consultation;

The name and contact information of the certifying BHP;
Confirmation the Dispatcher attended and participated in the behavioral health consultation

The Dispatcher shall be responsible for any cost associated with the behavioral health consultation, including copays if the Dispatcher's health insurance is used
Sick leave pursuant to (enter our sick leave provision) will not be used for attending a behavioral health consultation for the sole purpose of having a behavioral health physical pursuant to this article

For the purposes of this section, a BHP shall be defined as any licensed practicing:

Psychiatrist

Psychologist

Licensed Independent Clinical Social Worker (LICSW)

Licensed Mental Health Counselor (LMHC)

A Dispatcher who fails to provide proof of physical to the Chief shall have the day off charged as vacation or, if the Dispatcher has no additional vacation, charged as other paid time off to be determined at the discretion of the Chief of Police.

Anything discussed during the behavioral health consultation shall be kept in confidence in the following manner:

All conversations, records, or other documents resulting from the behavioral health consultation will be subject to the physician-client privilege and will not be provided to the Town without the expressed consent initiated by the Dispatcher;

The Town may contact the BHP to confirm the date and attendance of the Dispatcher and credentials of the professional. The Town may not request any further information pertaining to the behavioral health consultation

The behavioral health consultation shall not be a substitute for a fitness for duty examination. Any questions pertaining to a Dispatcher's fitness for a duty shall be addressed pursuant to (sick leave article) and/ or other applicable articles in the collective bargaining agreement and determined by the appropriate fitness for duty examination if provided for

It is agreed participation in a behavioral health consultation under this article is on a strictly voluntary basis. Nothing in this article shall be so construed as to compel a Dispatcher to participate as such compulsion would be antithetical to its purpose.

14. New Article: "Double Time" Create a new article called, "Double Time (effective 7/1/22)

If a dispatcher is required, or volunteers to work a third consecutive shift, or any hours in excess of sixteen and a half (16.5) consecutive hours the dispatcher shall

be compensated at "double time" (2x hourly rate) for all consecutive hours worked in excess of sixteen and a half (16.5) hours.

15. Except as amended herein, all other terms of the Predecessor agreement shall be carried forward into the Successor CBA without change.

16. This MOA is subject to ratification by the bargaining unit and the Town and funding by the Town meeting. The Town and Plymouth Dispatchers Union each agree to recommend ratification and funding by the Town Meeting.

Agreed to this 16th day of March 2022 on behalf of the Town and Plymouth Dispatchers Union:

For the Town

By:

Brian F. Quintal Jr.
Betty A. Carucco
SP-16
3/16/22

For Plymouth Dispatchers Union

By:

John M. Coughlin
3/16/22

**MEMORANDUM OF AGREEMENT
BETWEEN
COLLECTIVE BARGAINING RELIEF ASSOCIATION
AND
TOWN OF PLYMOUTH
LIBRARY SUCCESSOR CONTRACT¹
JULY 1, 2021 – June 30, 2024**

The Collective Bargaining Relief Association (“COBRA”) and the Town of Plymouth (“Town”) hereby agree to the following terms of a Memorandum of Agreement (MOA) for a successor collective bargaining agreement (Successor CBA) to the collective bargaining agreement expiring June 30, 2021. The information below in this memorandum of Agreement shall be incorporated into the collective bargaining agreement (CBA):

1. Article VII, Overtime, effective in year two of the contract (7/1/22) shall be amended to read:

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 seven and one half (7½) hours in one (1) day or thirty-seven and one half (37½) hours in one (1) week. For purposes of overtime pay eligibility, vacation time, personal time, holidays as listed in Article 14 shall constitute time worked. Employees will be permitted to choose compensatory time in lieu of overtime pay, however, the Town reserves its right under the law, to pay for any or all overtime rather than grant compensatory time. Employees may only have 56.25 hours of compensatory time (thirty-seven and one half (37½) hours of overtime worked at time and half) on the books at any one time. Employees may use and replenish their compensatory time; however, they shall not have more than 56.25 hours at any time. **At the end of a fiscal year, any compensatory time balance will be paid out at the employee's regular rate of pay and shall not carry over to the next fiscal year.** Employees are allowed to carry over all compensatory time into a new fiscal year. Librarians are considered non-exempt under the provisions of the Fair Labor Standards Act.

Where existing contract text is shown, it is reflected in regular font. Additions to regular text, or entirely new text, are reflected by **bold font** and deletions are reflected by ~~strike-through~~. Except as otherwise stated, all language changes shall be effective upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting. All economic provisions shall be effective upon the date stated, and if no date is stated, on the upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting.

Any full-time employee called back to work on the same day after having completed his/her assigned work and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half (1 ½). **Effective July 1, 2022, he/she will be guaranteed a minimum of four (4) hours pay at time and one-half (1 ½).**

Overtime shall be equally and impartially **offered and** distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek.

When in the case of other extreme emergencies, it is necessary to call in personnel from other areas in the library, other Town Departments, or outside contractors, to aid and assist, the personnel from such other areas shall be released from their duties first when the work load lessens. However, the employer agrees that the use of contract work shall not inhibit the full use of the regular employees during such emergency to the extent that they are able to perform their duties.

Overtime will be scheduled and recorded through the use of online scheduling software as is currently utilized at the Library. The employer shall keep records in a time book of the overtime work. Such records will list the times and days that employees will be available for overtime work. The employer shall first ~~request offer overtime to~~ employees who have indicated availability for overtime work and are listed on the above mentioned list before calling any other employee for overtime work ~~through the use of the online scheduling software.~~

Employees who refuse to work overtime three (3) times within a two (2) month period shall be removed from the voluntary overtime list.

In the 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.

Overtime work shall be voluntary except that in emergencies, or as the needs of the library require, employees may be required to perform work. Employees shall be given as much advance notice as possible of overtime work. There shall be no discrimination against any employee who refused to work overtime. ~~In requiring overtime, The employer shall~~

offer employees make requests for overtime by seniority on a rotating basis.

If sufficient employees do not volunteer to work overtime when requested by the employer on any occasion, the employer may then call in substitute employees to work. If the needs of the library still require additional staffing after calling substitutes, then the employer will be able to require employees to work overtime by **inverse seniority on a rotating basis.**

2. Article XXVI, Continuing Education Program, effective in year two of the contract (7/1/22) shall be amended to read:

In order to motivate, improve job skills and/or promote employees, the employer agrees to institute a continuing education program for which a permanent employee may be granted **paid compensatory time off** for all undergraduate and graduate course work. This program shall be run at the discretion of the employer. All courses must be approved in advance of their taking by the Director. The Director shall limit the number of employees who may take such a course at any one time. No employee may **be reimbursed for take** more than one course per semester.

If an employee attends seminars, training or classes this time does not qualify for overtime or compensatory time unless attendance is required by the Department Head and prior approval has been granted.

The Employer agrees to pay a maximum of **\$500 \$1000** per library science course, **and/or courses in fields related to employee's job duties at the discretion of the Library Director after consultation with the employee**, that an employee takes at a school of higher education to an annual maximum of **\$5,000 \$10,000** for the entire bargaining unit.

The Employer shall pay an annual stipend in pro-rated amounts included in the employees' paychecks every pay period to all employees who obtain degrees that are required for their positions and/or that are relevant to the employee's position per the discretion of the Library Director. These stipends shall not be combined.

A. Associate's Degree	\$1000
B. Bachelor's Degree	\$2200
C. Master's Degree	\$3200

3. Article XII, Vacations, effective in year two of the contract (7/1/22) shall be amended by including a new Section 15 to read:

15. Upon request, eligible employees, are entitled to payment from the Town of a full work day's wage at their current rate up to a maximum of five (5) days of accumulated unused vacation per fiscal year. 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 and have 4 weeks of vacation on the books.

4. Article XVII, Sick Leave, effective in year two of the contract (7/1/22) shall be amended at Section J, Sick Leave Buy-Back, to read:

j. Sick Leave Buy-Back: 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 ~~\$30.00 fifty percent of an employee's unused, accrued sick leave calculated at the rate of the employee's wages for a full work day of work 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 Three Thousand (\$3000.00) Four Thousand (\$4,000) 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.

5. Article XXXVI, effective in year two of the contract (1/1/23) Longevity, shall be amended to read:

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

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$100
10 years	\$150
15 years	\$300
20 years	\$550
25 years	\$750
30 years	\$1000

Completed Years	FY22-25 \$ Amount
-----------------	-------------------

5	\$125
6	\$175
7	\$225
8	\$275
9	\$325
10	\$375
11	\$425
12	\$475
13	\$525
14	\$575
15	\$650
16	\$725
17	\$800
18	\$875
19	\$950
20	\$1,225
21	\$1,300
22	\$1,375
23	\$1,450
24	\$1,525
25	\$1,600
26	\$1,600
27	\$1,600
28	\$1,625
29	\$1,700
30	\$1,775
31	\$1,850
32	\$1,925
33	\$2,000
34	\$2,075
35	\$2,150
36	\$2,225
37	\$2,300
38	\$2,375
39	\$2,450
40	\$2,525

Those employees eligible for longevity shall receive their longevity pay the last pay period in November in **pro-rated amounts included in the employees' paychecks every pay period**. Those Employees who complete five, ten, fifteen, twenty, twenty five or thirty 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.

6. Article XXIV, Classification Plan-Pay Rates, shall be amended at Section 3 to read:

Section 3. An employee in continuous full-time or part-time employment shall receive the increment between his/her present rate and the next higher step rate after recommendation by the Head of the department according to the following schedule:

- a. On January first or July first provided he/she has completed thirty weeks' service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

On July 1, 2017 a 2% "senior step" will be added to the existing wage scale. Employees are eligible for the senior step if they have completed seven (7) years of service to be applied on January 1st or July 1st, whichever date comes first after seven (7) year completion. **On July 1, 2022, Step 1 shall be eliminated from all pay grades and a new senior step will be added at a rate two percent higher than the next preceding step.**

For employees hired after July 1, 1997: On July first provided he/she has completed fifty-two (52) weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.

- b. Hereafter one year from the date of his/her previous increase until he/she attains the maximum rate of the range of the compensation grade to which his/her position class is assigned.
- c. 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.
- d. Employees who are denied an increment shall be given the reasons for the denial in writing by the Department Head.

7. Appendix A, Classification and Pay Plan, shall be amended to read:

Step raises and/or salary adjustments are not automatic. They shall be reviewed annually and approved by the Town upon recommendation of the Director.

Effective July 1, 2022, all bargaining unit classification pay rates shall be increased by four thousand dollars (\$4,000) as an equity adjustment.

All salaries within the library employees collective bargaining agreement will be amended and increased as follows:

FY19 (effective 7/1/18)	increase of 2.0%
FY20 (effective 7/1/19)	increase of 2.0%
FY21 (effective 7/1/20)	increase of 2.0%
FY22 (effective 7/1/21)	increase of 2.0%
FY23 (effective 7/1/22)	increase of 2.0%
FY24 (effective 7/1/23)	increase of 2.0%

Part-time employees will be paid the same hourly rate as full-time employees.

~~Wage re opener: The parties agree to re open this Agreement for discussion of wages only in the event that the Town's State Local Aid reaches a minimum of 26.7 million dollars (recurring) and Local Receipts reaches a minimum of 14.7 million dollars (recurring), or any combination thereof to total 41.4 million dollars between State Local Aid and Local Receipts.~~

8. Article XXI, Miscellaneous Provisions, shall be amended at sections 9 to read:

9. New Technology – The installation of self-checkout machines **or other new technology** at the library will not result in a reduction of staff. The self-checkout machines **and other new technology** will in no way affect staffing levels at the library. There will be no use of volunteers or library pages to assist patrons with the use of self-checkout machines **or other new technology**.

9. Article XII, Vacations, shall be amended by including a new Section 16 to read:

16. Employees shall not earn or accrue vacation time while not on full pay status.

10. Article XVII, Sick Leave, shall be amended by included a new Section K to read:

k. Employees shall not earn or accrue sick time while not on full pay status.

11. Article XXIV, Classification Plan – Pay Rates, shall be amended at Section 7 to read:

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~~ **This article shall not apply when a greater wage increase is awarded as the result of an arbitrator’s decision, a JLMC award or a reclassification.**

12. Article I, Recognition, shall be amended at the first paragraph as follows:

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 all regular full-time employees, and regular part-time employees for the Plymouth Public Library, excluding the Library Director, Assistant Library Director, ~~Supervisor Librarian~~, Library Accounts Clerk-Manager, Building Custodians, ~~Utility Cleaners~~, Pages, Substitute Employees, temporary employees and all other employees of the Town of Plymouth.

13. Article V, Grievance and Arbitration Procedure, shall be amended at Step 2 as follows:

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Town Manager within three (3) working days after the decision of the ~~Library Director~~ **Department Head**. The Town Manager shall contact the Association within seven (7) working days with a proposed hearing day and time. Such hearing shall be held within twenty (20) working days following receipt of the Department Head’s response. Following the hearing, the Town Manager will render a decision within seven (7) working days.

14. Article VI, Hours of Work, shall be amended at the first paragraph as follows:

With certain exceptions noted below, the regular hours of work each day for full-time permanent employees shall be consecutive except for

interruptions for lunch periods; the work week shall consist of seven and one-half (7 1/2) hours of work on each of five (5) days, Monday through Saturday inclusive, and the normal work day shall consist of seven and one-half (7 1/2) hours of work within a twenty-four (24) hour period, and there shall be a one (1) hour unpaid lunch period. Exceptions to the above shall be made for part-time employees. Work schedules will be posted one month in advance, except in emergency situations requiring staffing changes to provide for adequate coverage and security, and each month shall be consistent for full-time employees in allowing regular and recurring week days off including alternating Saturdays. If a full-time employee desires to vary from the posted schedule, he/she may work out a modification and/or variation of the posted working schedule only with the advance approval of the **Library** Director. If the employee and the **Library** Director are not able to reach an agreement as to variation of the posted work schedule then the employee shall continue to work under the conditions of the posted schedule. In all cases wherein full-time employees wish to work this so-called flex schedule, the **Library** Director will have the final decision as to which employees work under which schedule. In addition, if there is a conflict among employees for proposed flex-schedules, the senior employee shall have preference in working the schedule.

15. Article XII, Vacations, shall be amended at Sections 9, 11, and 14 as follows:

9. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the **Department Head Library Director**, be charged to vacation leave.
11. Vacation allowances provided under the terms of this section will be calculated on a twelve (12) month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve (12) month period that immediately follows. In unusual circumstances, exceptions may be granted by the **Department Head Library Director**. It shall be the general policy of the Town that only one (1) employee may be on vacation at a time from each library division, except at the discretion of the **Library Director**. Employees may carry over one (1) week of vacation to the next vacation year. It shall be scheduled at the discretion of the **Department Head Library Director**.
14. An employee requesting extended vacations no longer than two (2) weeks must have the approval of ~~their Department Head the~~ **Library Director**, whose approval would not be reasonably denied.

16. Article XIV, Holidays, shall be amended at the first paragraph as follows:

The following days shall be recognized as legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas
	(1) Floating Holiday (to be granted with the approval of the Director and without causing an overtime expense) Part-time employees who alternate on the Friday/Saturday A/B schedule shall receive a floating holiday on the same terms as full-time employees.

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

17. Article XXVII, Leave of Absence for Education, shall be amended as follows:

Full-time employees may be allowed to take a non-pay leave of absence not to exceed six (6) months from the start of the leave in order to enroll in the A.L.A. accredited master's program and/or any course work required for advancement to a higher job classification with the approval of the Department Head.

The Department Head shall have the sole discretion in determining whether or not to grant an employee's request for an educational leave of absence.

A maximum of two hours will be allowed for travel to and from the work site and the site where the course is taken.

There shall be no accrual of benefit time during any unpaid leave of absence.

18. Article XXXII, Family Medical Leave, shall be amended as follows:

In compliance with the Family and Medical Leave Act of 1993, **and all amendments thereto**, 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: The Town of Plymouth uses 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 time is used, from the employee's long term illness account. Any 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 V (grievance article) of this Agreement.

19. Article XXXIII, Small Necessities Leave, shall be amended as follows:

In compliance with the Small Necessities Leave Act, MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.

An employee is required to use appropriate accrued leave before going on unpaid status.

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 school 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 leave is foreseeable, the employee must give seven (7) days notice before the date the leave is to begin.~~

~~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.~~

20. Article XXXV, Reclassification, shall be deleted:

ARTICLE XXXV

RECLASSIFICATION

The Town agrees to conduct in Fiscal Year 2012 a reclassification study, at its sole expense, of the library. The findings of the aforementioned study may or may not be funded at the sole discretion of the Town Manager. This provision is not subject to the grievance and arbitration procedure; however, the parties agree that an appeals process shall be put into place for employees who contest the findings of the study relevant to their particular position.

21. Except as amended herein, all other terms of the Predecessor agreement shall be carried forward into the Successor CBA without change.

22. This MOA is subject to ratification by the bargaining unit and the Town and funding by the Town meeting. The Town and COBRA each agree to recommend ratification and funding by the Town Meeting.

Agreed to this 10th day of March 2022 on behalf of the Town and COBRA:

For the Town

By: Richard F. Quintal Jr.
Betty C. Curacci
SP
Do 52

For COBRA

By: Margot L. Morgan
Levi M. Buffet
Dale M. Webber - PRESIDENT