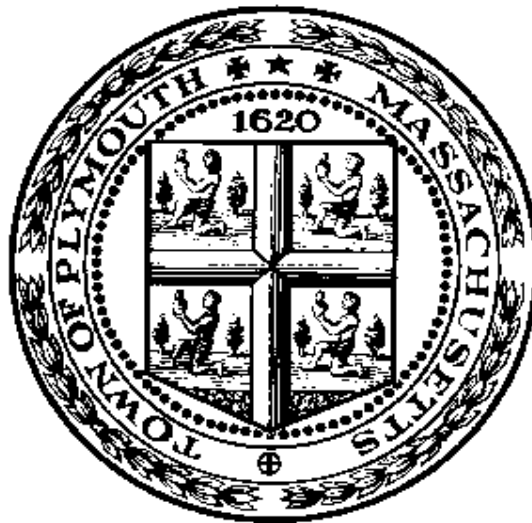


TOWN OF PLYMOUTH

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



**Presented at the**  
**April 6, 2019**

**SPRING SPECIAL**  
**TOWN MEETING**

**SPRING SPECIAL TOWN MEETING**  
**April 6, 2019**  
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# REPORT & RECOMMENDATIONS

**REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE**  
**Spring Special Town Meeting – April 6, 2019**  
**Supplement I**

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

**BOARD OF SELECTMEN**

**Memorandum of Agreement (MOA) – Collective Bargaining:**

The Advisory & Finance Committee recommends Town Meeting approve Article 1. Town Meeting approval of the article will accept the following Collective Bargaining Agreements and Personnel Bylaws. The agreements each provide for COLA increases of 2% for FY19 (current year), FY20 and FY21. The additional changes differ from agreement to agreement and include longevity increases, educational incentives, merit incentive bonuses, vacation increases and no changes to health insurances. For specific details of each of the recommended documents see the attached Agreements.

**Previously Approved Article 1 Items - Spring Special Town Meeting Book (Pages 31-40):**

- **Miscellaneous D Non-Union Wage Proposal**

**RECOMMENDATION: Approval (Unanimous, 10-0-0).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 Miscellaneous D Non-Union Wage Proposal. Approval of this article will establish a new wage rate chart for Misc. D Non-Union personnel. The minimum wage law does not apply to municipalities, but the Town feels that it is imperative that the Town's wages increase proportionally with the State to attract qualified candidates. These employees do not receive benefits from the Town, so their compensation is based solely on their hourly wage. The proposed wage rates are included in the article back-up.

- **Memorandum of Agreement (MOA) – Collective Bargaining – Fire Fighters (IAFF)**

**RECOMMENDATION: Approval (Unanimous, 10-0-0).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with Fire Fighters. Details of the Fire Fighters agreement are summarized in the MOA dated February 5, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, Fire Chief, IAFF Union President and the Chairman of the Fire Fighters Bargaining Committee.

**New Supplement I Items:**

**COBRA – DPW**

**RECOMMENDATION: Approval (8-0-1).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with COBRA – DPW. Details of the COBRA – DPW agreement are summarized in the MOA dated March 19, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, COBRA Union President and members of the union.

**SEIU Local 888**

**RECOMMENDATION: Approval (8-0-1).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with SEIU Local 888. Details of the SEIU Local 888 agreement are summarized in the MOA dated March 20, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, SEIU Union President and members of the union.

**COBRA - Library**

**RECOMMENDATION: Approval (8-0-1).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 MOA with COBRA – Library. Details of the COBRA – Library agreement are summarized in the MOA dated March 18, 2019 included in the article back-up. The MOA is supported by the Selectmen, Town Manager, COBRA – Library Union President and members of the Negotiation Committee.

**Personnel Bylaws**

**RECOMMENDATION: Approval (8-0-1).** The Advisory & Finance Committee recommends Town Meeting approve Article 1 Amendments to the Personnel Bylaws. Details of the Amended Personnel Bylaws agreement are summarized in the Amendment dated March 27, 2019 included in the article back-up. This Amendment is supported by the Selectmen and Town Manager.

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# ROLL CALL VOTING CHARTS

## ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART - Supplement I ARTICLES

**Y** - For  
**N** - Against  
**A** - Abstain **R** - Recuse  
**X** - Absent  
**Ch** - Chair did not vote

ARTICLES		Andrew Burgess	Kevin Canty	Beth Davis	Brian Dunn	Harry Helm	Roz Jones	Stephen Karam	Ethan Kusmin	John Moody	Harry Salerno	Ashley Shaw	Sheila Sheridan	Marc Sirrico	Scott Stephenson	Evelyn Strawn	VOTE TOTAL FOR-AGAINST-ABSTAIN
1	Misc. D Non-Union Wage Proposal	Y	Y		Y	Y	Y	X	X	Y	Ch	Y	Y	Y	X	Y	10-0-0
1	Fire Fighters (IAFF)	Y	Y		Y	Y	Y	X	X	Y	Ch	Y	Y	Y	X	Y	10-0-0
1	COBRA - DPW	X	A		X	Y	X	Y	Y	Y	Ch	Y	Y	Y	Y	X	8-0-1
1	SEIU Local 888	X	A		X	Y	X	Y	Y	Y	Ch	Y	Y	Y	Y	X	8-0-1
1	COBRA - Library	X	A		X	Y	X	Y	Y	Y	Ch	Y	Y	Y	Y	X	8-0-1
1	Personnel Bylaws	X	A		X	Y	X	Y	Y	Y	Ch	Y	Y	Y	Y	X	8-0-1

# ARTICLE SUPPORTING DOCUMENTATION





# TOWN OF PLYMOUTH

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

DATE: February 22, 2019

TO: Melissa Arrighi, Town Manager

FROM: Marie Brinkmann, Director of Human Resources

RE: Miscellaneous D Non-Union Wage Proposal

CC: Marlene McCollum, Assistant Town Manager  
Lynne Barrett, Finance Director  
Advisory and Finance Committee

*Marie Brinkmann*

This memorandum provides backup information regarding the request to increase the hourly rates of Miscellaneous D Non-Union positions.

As you may know, the Commonwealth of Massachusetts is implementing an increase to its minimum wage over the next five years. Although the Massachusetts minimum wage law does not apply to public employees, most municipalities in Massachusetts implement Massachusetts minimum wage hourly rates.

#### Massachusetts Minimum Wage Schedule

1/1/2017	\$11.00/hr
1/1/2019	\$12.00/hr
1/1/2020	\$12.75/hr
1/1/2021	\$13.50/hr
1/1/2022	\$14.25/hr
1/1/2023	\$15.00/hr

Over the last several years we have found that the Town is losing qualified candidates for these Miscellaneous D Non-Union positions to surrounding towns. It is imperative that the Town's wages increase proportionally with the Massachusetts minimum wage increases. 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, each hiring department has anticipated their proposed wage increases when creating their current budget and/or revolving fund proposals.

We are also requesting several new seasonal job titles be added to the Miscellaneous Schedule D-Non-Union Titles in the Personnel ByLaw. This would be considered a "housekeeping" item. Adding these titles would not create the need for additional staff, but would be more descriptive and correctly classify the functions of the employees we currently hire. Being more descriptive with job titles should assist with the Town's annual state seasonal application and clarify which positions are not "year round" positions.

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 the attached schedule of hourly rate increases for Miscellaneous D Non-Union positions.

# Miscellaneous Schedule D – Non Union Titles

P	Animal Inspector
S	Basketball Official
S	Basketball Program Director
P	Building Department Substitutes
S	Caretaker (Less Value of Concession)
P	Council on Aging Matron
P	Election Worker
P/OC	Event Production Assistant at Memorial Hall
S	Harbormaster's Assistant
S	Head Lifeguard
S	Hedges Playground Instructor
S	Hedges Playground Supervisor
S	Information Aide
P	Library Page
S	Lifeguard
S	Lifeguard Coordinator
S	Matron
S	Museum Director
S	Natural Resource Assistant
S	Beach Parking Attendant
S	Playground Instructor
S	Playground Supervisor
P	Police Matron
S	Recreation Instructor
P	Recreation Supervisor
S	Recreation Supervisor Beaches and Ponds
S	Seasonal Laborer
S	Seasonal Repairman
P	Specialty Sports Instructor
P	Sports Clinic Director
P	Sports Clinic Assistant
P	Sports Official
S	Summer Sports Clinic Director
S	Swimming Instructor
S	Warden (Election)
S	Water Safety Instructor
S	Water Safety Program Director
P	Youth Center Attendant

Titles that are no longer used

Titles that exist in Payroll however have not been updated in Personnel ByLaws

Titles that do not currently exist in Payroll, but would be more descriptive of the function of position

**Memorandum of Agreement**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - IAFF**  
**and**  
**The Town of Plymouth**  
**for Collective Bargaining Agreement**  
**dated July 1, 2018 - June 30, 2021**

The following constitutes a ratified agreement between the parties, subject to ratification by the Board of Selectmen 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. Update Article XXIX – Duration to reflect July 1, 2018 through June 30, 2021.
2. Adjust Article XII to reflect FY19, FY20, and FY21 with 2% COLA for each year.
3. In recognition of IAFF's position that there is a priority on preserving current health insurance benefits over salary increases, IAFF and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. IAFF and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.
4. Update Article IV – Vacations. Rewrite to reflect a reduction in vacation time by 24 hours in the beginning of year 2 of this agreement (FY20) and a reduction in vacation time by 24 hours in the beginning of year 3 of this agreement (FY21) throughout the article. This will change the language in A, B C, D, E, L, and M. (See Appendix A)
5. Update Article IV – Personal Time - Rewrite to reflect a 24 hour increase in personal time in the beginning of year 2 this agreement (FY20) and an additional 24 hours in the beginning of year 3 of this agreement (FY21). This will change the language in A, B, and I. (See Appendix A)
6. Update section D on Compensatory Time to: Once an employee *obtains a combined 96 hours (2 weeks) of personal time and vacation time* they are no longer eligible to earn compensatory time.

The intent of these changes is to convert 24 hours of vacation time to Personal Time in the beginning of year 2 of this agreement (FY20) and an additional 24 hours of vacation time to Personal Time in the beginning of year 3 of this agreement (FY21). See the updated vacation and personal time schedule in addendum A attached to this MOA.

7. Add the following paragraph C to Section Article XXVI - Transfers:  
Members who are in their 25<sup>th</sup> years of service or more shall only be transferred to another job assignment and/or location if the Chief determines, as it pertains to the member being transferred, any of the following has occurred or is needed:
  - Promotion of the member
  - Conflict resolution involving the member



- Long term absence beyond thirty calendar days or can be reasonably anticipated to extend beyond 30 calendar days (in this case, the member will be returned to previous assignment upon return to work)
  - If the member has more than 15 unexcused sick absences in a calendar year
- The Chief's decision as it applies to this Section (C) is not grievable or arbitrable.
8. Delete the first sentence of Section B of Article VII – Sick Leave and replace with the following: "Members of the bargaining unit shall be permitted to use up to six (6) shift segments of their annual sick leave entitlement or their sick leave accumulation in the case of a serious illness in their immediate family consisting of their spouse, child or other relative who lives in the same household as the employee, or in the case of a serious illness of an individual residing in the same household as the employee."
  9. Add the following new Section L in Article XV -Association Business Leave to read: "The President of the Association or his designee must approve all Association Business Leave prior to leave being granted".
  10. In Article XV Section(s) B, C, and D after the phrase "The President of the Association" add "or his designee"
  11. Update Article XII, E – change \$250 to \$300 to take effect in the 2<sup>nd</sup> year of the Contract (not retroactive).
  12. In exchange for eliminating the MOA dated December 16, 2010 regarding Battalion Chief and MUP 10-5899 and AAA 11-390-01748-10, the parties agree that starting on July 1<sup>st</sup>, 2019 the Civil Service written test will be the process for filling the Battalion Chief position. If four Captains are not taking the test, pursuant to Civil Service policy, the Town agrees to open the test to Lieutenants. If this does not result in enough candidates to take the test, or if the test does not produce a list consistent with the rules and policies of Civil Service, the Town reserves the right to conduct an assessment center to fill the Battalion Chief position. If that does not result in filling the job, the Town will start the process over with the Civil Service written test. This shall not be incorporated into the CBA, but listed in this MOA.
  13. Make the following changes to the Drug and Alcohol Policy:
 

If an employee tests positive for marijuana and the MRO confirms that the employee has a Physician or Advanced Practice Provider's card of medical necessity the test will be handled as outlined in the first paragraph in Section V

If no Physician or Advanced Practice Provider's card of medical necessity exists prior to the date of the urine test then the positive test will be handled as outlined in Section V, "Illicit and related items". As it pertains to this part of the policy, any positive test history for marijuana existing prior to this agreement shall be reset. This language will be reflected in Appendix G of the CBA.
  14. Create new article "Professional Development" (P.D.) to be effective in the 2<sup>nd</sup> year of the Contract as follows:
    - a. Members will be granted 20 hours' time off with pay per fiscal year for P.D.
    - b. Members shall be permitted to take P.D. in segments of four (4) hours or more in order to attend classes, courses, workshops, training sessions or seminars that qualify under Article XIX.


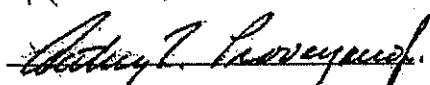

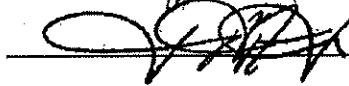
- c. A maximum of 8 members per shift may be allowed to use P.D. at the same time, depending on the ability to backfill the vacancy created by the usage of P.D.
- d. When more than 8 members request P.D., the Chief may at his discretion, grant additional members leave. If leave for additional members is not granted, P.D. will be granted based on seniority within the department.
- e. Certifications listed in Section XIX are inclusive as P.D.
- f. Any EMT/Paramedic classes/continuing education required to obtain/keep certifications are inclusive as P.D.
- g. College courses as outlined in Section XIX are inclusive as P.D.
- h. Classes held by DFS are inclusive as P.D.
- i. P.D. is not inclusive of classes, drills, or continuing education already sponsored by the department as outlined in Article XX.
- j. P.D. may be granted by the Chief to attend classes, courses, workshops, training sessions or seminars not outlined in this Article. The Chief's decision as it applies to the Section (j) is not grievable or arbitrable.
- k. A minimum of 24 hrs of notice shall be given when P.D. is requested, calls for coverage will begin 24 hours in advance of the class/ course/ seminar.

**Signed for the Union:**



\_\_\_\_\_  
Date

**Signed for the Town:**

March 16, 2019  
Date



**Memorandum of Agreement  
COBRA - DPW  
and  
The Town of Plymouth  
for Collective Bargaining Agreement  
dated July 1, 2018 - June 30, 2021**

The following constitutes a ratified agreement between the parties, subject to ratification by the Board of Selectmen 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. Revise Article I – Recognition – The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for the permanent full time employees, and those employees who have been in continuous employment for a ~~three~~nine month period within a calendar year...
2. Revise Article VII (2<sup>nd</sup> paragraph) – Overtime – Any employee called back to work on the same day after having completed his assigned work, and who has left his place of employment and before his next regular scheduled starting time, shall be paid at a rate of time and on-half (1 ½) for all hours worked on recall. He will be guaranteed a minimum of ~~three (3)~~ four (4) hours pay at time and one half (1 ½). (This change shall go into effect July 1, 2019.)
3. Revise Article XIV (A) – Holidays – ~~Washington's Birthday~~ President's Day.
4. Revise Article XVII – Sick Leave -Notice of accumulated sick leave will be ~~posted annually in each department~~ on each employee's paycheck.
5. Revise Article XVIII (last paragraph, final sentence) – Special Leave – ~~Under no circumstances may a~~ A day may be taken for the purposes of extending a vacation, weekend or holiday.
6. Revise Article XXIII – Longevity –

LENGTH OF SERVICE	AMOUNT PAID
5 years	<del>\$100</del> \$200
10 years	<del>\$150</del> \$250
15 years	<del>\$300</del> \$400
7. Revise Article XXIV (B) – Classification Plan – Pay Rates – The first nine months of employment shall be considered a probationary period for the purposes of evaluation. However, employees will be eligible to use accrued time off after four (4) calendar months during the probationary period. In the even that an employee continues employment beyond the probationary period, he or she shall be entitled to all of the rights and benefits under this Agreement retroactive to the first day of employment. (This

change shall go into effect as soon as practicable.)

8. Revise Article XXIX (8) – Miscellaneous Provisions – The parties have agreed to a payment of \$325 for tools, to be ~~divided between the~~ paid to each craftsman and mechanics building craftsman, building apprentice, mechanic, special repairman and service technician on a reimbursement basis with the submission of receipts. (This change shall go into effect July 1, 2019).
9. Revise Article XXIX (18, new final sentence) – Miscellaneous Provisions – ~~However,~~ COBRA members shall be assigned to work at Forges Field only to operate and maintain the public water supply well, appurtenances, and associated easements. (This change shall go into effect when the new well is turned over to the Town from the contractor).
10. Revise Article XXXVI – Deferred Compensation – The Town of Plymouth will match 15% of a permanent employee's weekly contribution to an approved Town deferred compensation plan. This match is based on the maximum amount an employee can ~~evenly~~ contribute over a 52-week period without exceeding the IRS maximum annual regular normal contribution limit.  
  
~~If an eligible employee should choose to participate in more than one plan, the Town will match the employee's contribution as above to only one deferred compensation plan.~~
11. Update Article XLI – Duration-Renewal-Changes - to reflect July 1, 2018 through June 30, 2021.
12. Adjust Article XLI – Duration-Renewal-Changes - to reflect FY19 (to be retroactive and processed as soon as practicable), FY20, and FY21 with 2% COLA for each year.
13. Update the classification plan so that the Cemetery Foreman is equivalent to the Parks Foreman at an OM6. (This change shall go into effect as soon as practicable.)
14. In recognition of COBRA's position that there is a priority on preserving current health insurance benefits over salary increases, COBRA and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. COBRA and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.
15. **Housekeeping Changes:** Attached hereto as Exhibit 1.





Signed for the Union:

Dale M. Wilber  
Thomas Nugent  
Adam Sinnott  
Forrest Berardi  
Michelle Arnold  
3-19-2019

Date

Signed for the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

Approved in Exec  
Ssn. - 3/19/19

TO be formally voted  
and executed by  
selectmen on  
March 24, 2019. (P)

(P)

**Memorandum of Agreement  
SEIU LOCAL 888  
and  
The Town of Plymouth  
for Collective Bargaining Agreement  
dated July 1, 2018 - June 30, 2021**

The following constitutes a ratified agreement between the parties, subject to ratification by the Board of Selectmen 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. Update Article XI – Duration Clause - to reflect July 1, 2018 through June 30, 2021.
2. Adjust Article XIII – Salaries - to reflect FY19, FY20, and FY21 with 2% COLA for each year.
3. Update Article II (4<sup>th</sup> paragraph) – Vacancies and New Positions – If no qualified internal candidates apply for a C-5 position, vacancies will be advertised externally. The applicants will provide all material they believe pertinent to supporting their application. Internal applications shall be due within two weeks of the announcement and qualified bargaining unit members shall be interviewed before positions are advertised publicly. ~~Vacancies will be advertised publicly concurrent with the internal posting. Bargaining unit applications will be considered before positions are advertised publicly.~~
4. Update Article II (insert new 5<sup>th</sup> paragraph) – Vacancies and New Positions – Vacancies for C-4 positions, and below, will be advertised publicly, concurrent with the internal two-week posting.
5. Update Article II (existing 5<sup>th</sup> paragraph) – Vacancies and New Positions – All bargaining unit applicants who possess the minimum qualifications stated in the job description will be interviewed prior to interviews of external candidates.
6. Update Article II (final paragraph) – Vacancies and New Positions – All employees who are new to this bargaining unit shall be considered as probationary employees. They shall remain as probationary employees for six (6) calendar months for the purposes of evaluation. However, employees will be eligible to use accrued time off after four (4) calendar months during the probationary period. During probation, employees may be discharged without cause and shall not be able to grieve any discharge.
7. Update Article VI – Holidays – All members of the bargaining unit will be guaranteed twelve (12) paid holidays as follows:

New Year's Day	Martin Luther King's Birthday	Patriots Day
President's Day	Independence Day	Memorial Day
Columbus Day	Labor Day	Thanksgiving Day
Day After Thanksgiving	Veteran's Day	Christmas Day
On Half Day Off on Christmas Eve as long as it falls on a week day. **		

Unit members assigned to a Town Hall work schedule shall receive 3-hours of time in recognition that the Day After Thanksgiving always falls on a Friday. Additionally, those on a Town Hall work schedule shall receive 3-hours of time in FY21 to compensate for Independence Day falling on Saturday. These times shall be available at the start of the Fiscal Year. If the Town Hall Initiative time is not used within the Fiscal Year in which it was accrued, it shall be forfeited.

8. Update Article VI (add new final paragraph) – Holidays- Payment under the provisions of this Article shall not apply if the employee is on unpaid status the scheduled working day prior to and his/her next regularly scheduled working day following each holiday.
9. Replace the 1<sup>st</sup> paragraph of Article VII – Work Week – The full-time work week for Unit employees shall consist of 37 ½ hours per week except in cases where a 40-hour week is required by the Town Manager, Department Head and Human Resources. The normal hours for employees who work in Town Hall shall be Monday, Wednesday and Thursday 7:30 am to 4:00 pm with a 45-minute unpaid meal break; Tuesday 7:30 am to 6:30 pm with a 45-minute unpaid meal break and an additional 30-minute unpaid meal break; and Friday 7:30 am to 12:00 pm. For employees working outside of Town Hall the normal hours of duty shall be from Monday through Friday, 7:30 am to 4:00 pm, with a one-hour unpaid lunch break. In some departments, employees may be scheduled to begin the workday earlier or later depending on the needs of the department/division. Each full-time employee is entitled to two (2) fifteen (15) minute breaks each day which can be combined and taken at one time or broken into smaller segments with the permission of his/her supervisor. On Fridays, Town Hall employees are entitled to one (1) fifteen (15) minute brake. If working in Town Hall, one (1) fifteen (15) minute break may be combined with either the 45-minute or the 30-minute break at the employee's discretion. No fifteen (15) minute break may be used at the beginning or end of a work day.
10. Remove Article XV (c) and replace in its entirety – Personal Leave – Under the Small Necessities Leave Act, MGL Ch. 149, Sec. 52D, employees may be eligible for unpaid leave for events such as: school activities, medical appointments and services related to elder care for family members, etc. An employee is required to use appropriate accrued leave before going on unpaid status.
11. Insert a new (d) in Article XV – Personal Leave – Effective for the 2<sup>nd</sup> and 3<sup>rd</sup> year of this contract only – Fiscal Years 2020 and 2021 – employee shall be granted a total of 30.5-hours of personal leave in each of the Fiscal Years, to be used in accordance with the conditions listed above. This additional leave shall automatically expire at the end of the July 1, 2018 – June 30, 2021 contract term.
12. Update Article XVI – Bereavement Leave – Emergency leave of up to 4 days will be allowed for death in an employee's immediate family: wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, 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. Update Article XVII (1<sup>st</sup> sentence of 9) – Vacation – Employees shall not earn or accrue vacation time while they are on unpaid status.
14. Remove Article XVII (12) and replace in its entirety – Vacation – Use and accrual of leave will be posted on each employee's paycheck.
15. Add new "M" to Article XVIII – Sick Leave – Employees shall not earn or accrue sick time while they are on unpaid status.
16. Remove Article XIX and replace in its entirety – 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 time, otherwise parental leave shall be unpaid.
17. Remove Article XX and replace in its entirety – Family and Medical Leave – Under the Family and Medical Leave Act of 1993, employees may be eligible for unpaid leave for events such as: illness, to care for a family member, birth or adoption, etc.

The Town of Plymouth uses a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave.

An employee is required to use appropriate accrued leave before going on unpaid status. According to FMLA regulations, compensatory time is not considered accrued time and cannot be designated as Family Medical Leave.

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 Medical Leave. 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 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 III (grievance article) of this Agreement.

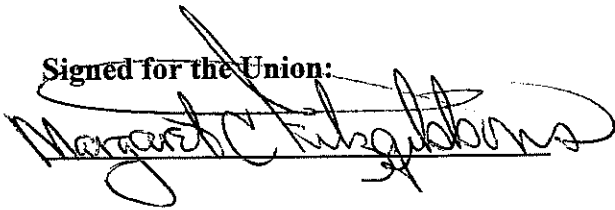
18. Update Article XXI (1) – Dues Withholding – The Town agrees to withhold dues from the members of the Union weekly and transmit the dues to the Union via an electronic bank transaction. ~~Gail Nicholson, Secretary-Treasurer, Service Employees International Union, Local 888, CTW-CLC, The Schrafft Center, 529 Main Street, Charlestown, MA~~

19. Update Article XXI (4) – Dues Withholding – ~~Any part time employee who works less than 22.5 hours per week shall pay a reduced rate of dues.~~ Immediately upon hiring, the Town shall give the Chapter President the names of new employees and provide the Chapter President or his/her designee sufficient time during the work hours to meet with them to fill out Union membership applications and provide a brief orientation to the Union.
20. Update Article XXII (1<sup>st</sup> paragraph, final sentence) – Part Time Benefits – ~~Retirement benefits are mandatory for any permanent regularly scheduled employee who earns at least \$200.00 a year regardless of the number of hours work.~~
21. Update Article XXII (5) – Part Time Benefits – ~~5. Maternity Leave.~~
22. Update Article XXVIII (2) – Deferred Compensation – The Town will match 15% of the employee's weekly contribution ~~up to the maximum annual contribution allowed by the IRS~~ to an approved Town deferred compensation plan. This match is based on the maximum amount an employee can contribute over a 52-week period without exceeding the IRS maximum annual normal contribution limit.
23. Remove Article XXVIII (3) in its entirety – Deferred Compensation – ~~3. Yearly contributions cannot exceed 25% of your "normal compensation." Normal compensation equals gross earnings less mandatory retirement contributions.~~
24. Amend Article XXXVI – Tuition Reimbursement – Employees may receive reimbursement of one hundred (100%) per cent of the costs of courses/seminars/education which are ~~related to the employees current position relevant to employment with the town~~, with the approval of the Town Manager. The employer shall provide funds for this purpose in the amount of ~~\$5,000.00~~ \$15,000 annually, provided there shall be a cap of ~~\$500.00~~ \$1,000 per employee per year.
25. Add new paragraph 2 to Article XXXVI – Tuition Reimbursement – 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" (80% equivalent) or better grade or a passing grade in a pass/fail grading system. Management will include appropriate funding in its proposed training budget each year.
26. Update the contract term in Article XXXVII – Re-Openers – ~~(2015-2018)~~ (2018-2021)
27. Revise the scale in Article XXXVIII – Longevity – as follows:
 

Years of Service	Longevity Payment
5	\$100 \$150
10	\$150 \$200
15	\$200 \$300
20	\$300 \$550
25	\$500 \$750


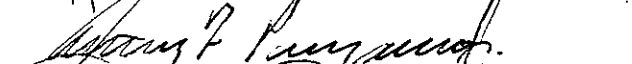
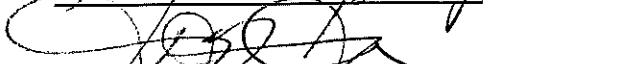

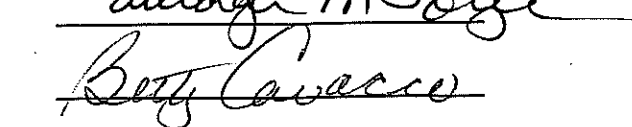
28. The Union and Town agree to establish a pilot program for a merit incentive bonus during year 3 of the contract only (July 1, 2020 – June 30, 2021). The merit incentive bonus will be an annual payment of up to \$2,000 maximum at the discretion of the Town Manager, or his or designee, and his or her decision shall not be grievable or arbitrable. The Union and Town agree to establish a joint labor – management committee (comprised of no more than 5 SEIU members) and meet prior to July 1, 2020 to establish guidelines and protocols to determine merit bonus process. This language will not be incorporated into the CBA during the term on the 1-year pilot program.
29. Payroll will be changed from weekly to bi-weekly as soon as practicable. This language will not be incorporated into the CBA and any current reference to weekly payroll will be removed from the CBA.
30. Direct deposit of payroll will be mandatory as soon as practicable. Employees will receive emailed advice of pay. They will no longer receive printed pay stubs. This language will not be incorporated into the CBA.
31. In recognition of SEIU's position that there is a priority on preserving current health insurance benefits over salary increases, SEIU and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. SEIU and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.

Signed for the Union:



3/20/19  
Date

Signed for the Town:

3.19.19  
Date



**MEMORANDUM OF AGREEMENT FOR  
2018-2021 COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
COLLECTIVE BARGAINING RELIEF ASSOCIATION  
AND THE TOWN OF PLYMOUTH**

**LIBRARY UNIT**

The Collective Bargaining Relief Association ("COBRA") and the Town of Plymouth, Massachusetts ("Town") hereby set forth this memorandum of agreement ("MOA"), by which the Town and COBRA tentatively agree to a successor collective bargaining agreement covering the period July 1, 2018 to June 30, 2021 ("2018-2021 CBA"), as follows:<sup>1</sup>

1. COBRA's agreement herein is subject to ratification by the library collective bargaining unit.
2. The Town's agreement herein is subject to Town Meeting affirmative vote funding the first year of the 2018-2021 CBA.
3. All terms and conditions in the CBA for the library unit as set forth in the July 1, 2016 to June 30, 2018 CBA between shall continue as terms and conditions in the 2018-21 CBA, except as amended by this Memorandum of Agreement.
4. **Article 7 - Overtime:** The first paragraph shall be amended to read as follows:

Employees covered by this ~~agreement~~ Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of seven and one half (7 ½) hours in one (1) day or thirty-seven and one half (37 ½) hours in one (1) week. For purposes of overtime pay eligibility, ~~all paid-vacation time off~~ 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 ~~37 ½~~ 56.25 hours of compensatory time (~~twenty-five (25)~~ thirty-seven and one half (37 ½) hours of overtime worked at time and a half) on the books at any one time. Employees may use and replenish their compensatory time; however they shall not have more than ~~37 ½~~

<sup>1</sup> Where used below, strike outs indicate language to delete (e.g., ~~strikeout~~), underlining indicates language to add (e.g., underlined).

56.25 hours at any time. 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.

**5. Article 12 - Vacations:** Add new Section 6 (and renumber remaining sections accordingly) which shall read as follows:

6a. An employee who has completed twenty-one (21) years of service, shall, in the year during which this length of service is completed and thereafter be granted 195 work hours of vacation with pay.

6b. An employee who has completed twenty-two (22) years of service, shall, in the year during which this length of service is completed and thereafter be granted 202.5 work hours of vacation with pay.

6c. An employee who has completed twenty-three (23) years of service, shall, in the year during which this length of service is completed and thereafter be granted 210 work hours of vacation with pay.

6d. An employee who has completed twenty-four (24) years of service, shall, in the year during which this length of service is completed and thereafter be granted 217.5 work hours of vacation with pay.

6e. An employee who has completed twenty-five (25) years of service, shall, in the year during which this length of service is completed and thereafter be granted 225 work hours of vacation with pay.

**6. Article 14 - Holidays:** Amend the listing holidays by deleting "Washington's Birthday" and substituting in its place "President's Day."

**7. Article 17 - Sick Leave:**

Paragraph "g" shall be amended to read: "Notice of accumulated sick leave will be posted ~~annually in each department~~ on each employee's paycheck."

Paragraph "i" shall be amended by deleting the phrase: "which may include an employee's domestic partner."

**8. Article 20 Health and Welfare:** In recognition of COBRA's position that there is a priority on preserving current health insurance benefits over salary increases, COBRA and the Town agree the HRS Compensation Benefits Study (Study) is satisfied upon the signing of this agreement. The parties



acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees, and/or future employees through June 30, 2021. COBRA and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.

**9. Article 23 - Deferred Compensation:**

Amend by changing the first paragraph, second sentence to read, "This match is based on the maximum amount an employee can ~~evenly~~ contribute over a 52-week period without exceeding the IRS maximum annual ~~regular~~ normal contribution limit."

Amend by deleting the entire second paragraph ("If an eligible employee . . .").

**10. Article 24 - Classification Plan-Pay Rates:** The classification and pay plan for the Library Unit shall be amended by applying across-the-board wage increases to all rates of 2% effective and retroactive to July 1st of 2018, 2019, and 2020.

**11. Article 26 Continuing Education Program:** Amend the third paragraph to read as follows:

The Employer agrees to pay a maximum of \$500 per library science course that an employee takes at a school of higher education to an annual maximum of ~~\$2,000~~ \$5,000 for the entire bargaining unit.

**12. Article 36 Longevity:** Amend the rate table to read as follows:

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$100
10 years	\$150
15 years:	<del>\$200</del> <u>\$300</u>
20 years:	<del>\$300</del> <u>\$550</u>
25 years:	<del>\$500</del> <u>\$750</u>
30 years:	<del>\$700</del> <u>\$1000</u>

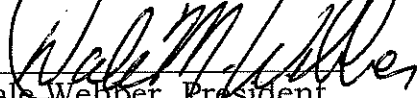
**13. Article 37 Duration - Renewal - Changes:** Change dates to reflect a three year contract effective July 1, 2018 through June 30, 2021.

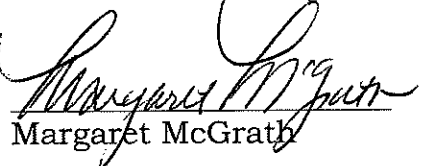
**14. Housekeeping Changes:** Attached hereto as Exhibit 1.

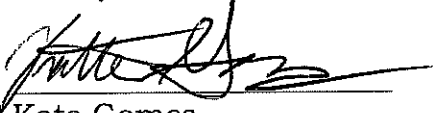
Agreed to this 18 day of MARCH, 2018:

For COBRA,

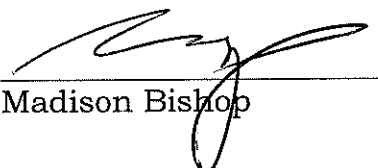
By the Library Unit-Negotiation  
Committee (President, followed by  
members in order of seniority):

  
Dale Webber, President

  
Margaret McGrath

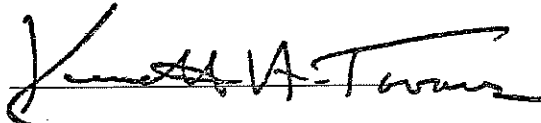
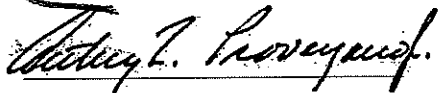
  
Kate Gomes

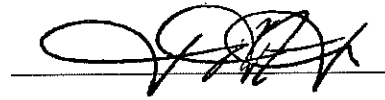
  
Lynn Taylor

  
Madison Bishop

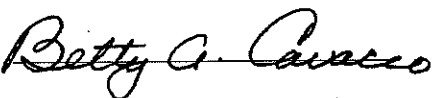
For the Town the Plymouth,

By its Board of Selectman:







**Proposals Made on Behalf of the Collective Bargaining Relief Association  
("COBRA") to the Town of Plymouth, Plymouth Public Library**

COBRA proposes to modify the July 1, 2016 to June 30, 2018 collective bargaining agreement between the parties as follows.

**Housekeeping Proposals**

**1. Untitled (page 2)**

In first paragraph, last sentence, replace "agreement" with "Agreement"

**2. Table of Contents (page 3)**

a. Review for accuracy when drafting successor agreement after conclusion of these negotiations.

b. Revise order so that table of contents lists Articles in the order that they appear in the collective bargaining agreement rather than in alphabetical order.

**3. Article II Management Rights (page 7)**

Insert periods at the end of the text of bullets 8, 9, 10, and 11.

**4. Article IV Association Dues and Agency Service Fees (page 10)**

a. Correct spelling in Title from "Assocation" to "Association"

b. In the first paragraph, second sentence, replace "treasurer" with "Treasurer"

c. In second paragraph, last sentence, replace "agreement" with "Agreement"

d. In third paragraph, replace "agreement" with "Agreement"

e. In fourth paragraph, second sentence, replace "agreement" with "Agreement"

f. In fourth paragraph, second to last sentence, replace "Secretary-Treasurer" with "Treasurer"

**5. Article V Grievance and Arbitration Procedure (page 12)**

a. In fifth paragraph, first sentence, replace "department head" with "Department Head"

b. In fifth paragraph, second sentence, replace "department head" with "Department Head"

- c. In fifth paragraph, third sentence, replace "department head" with "Department Head"
- d. In eighth paragraph, first sentence, replace "judgement" with "judgment"
- e. In ninth paragraph, first sentence, replace "Commission" with "commission"
- f. In ninth paragraph, first sentence, replace "Act" with "act"
- g. In ninth paragraph, in second to last sentence, replace "Agreement had been satisfied" with "agreement had been satisfied"
- h. In ninth paragraph, last sentence, replace "Arbitrator" with "arbitrator"

**6. Article VI Hours of Work (page 14)**

In second paragraph, insert missing quotation mark after the word scheduling so it reads "roll-over scheduling"

**7. Article VII Overtime (page 15)**

- a. In first paragraph, first sentence, replace "agreement" with "Agreement"
- b. In first paragraph, second to last sentence, insert "hours" after "37 1/2" so it reads "however they shall not have more than 37 1/2 hours at any time."

**8. Article VIII Seniority (page 17)**

- a. In fourth paragraph, second sentence insert "year" after "one (1)"
- b. In fifth paragraph, last sentence, replace "Department" with "department"

**9. Article XI Rest Periods (page 20)**

In the first sentence, replace "15-minute" with "fifteen (15) minute"

**10. Article XII Vacations (page 21)**

In section #3, replace "this length of service has been completed, be granted" with "this length of service has been completed and thereafter be granted"

**11. Article XV Maternity/Paternity Leave (page 25)**

- a. In second paragraph, replace "department head" with "Department Head"
- b. In second paragraph, replace "approximate date of such leave will begin" with "approximate date such leave will begin"

c. In second to last paragraph, replace "maternity/paternity leave for Library employee" with "maternity/paternity leave for a library employee"

**12. Article XVII Sick Leave (page 28)**

a. In section b, replace "(1350 hours for those employees who elect the Long Term Disability Insurance benefit.)" with "(1350 hours for those employees who elect the long term disability insurance benefit)."

b. In section i, replace "members" with "member's"

**13. Article XVIII Special Leave (page 30)**

In section #1, second sentence, replace "department head" with "Department Head"

**14. Article XIX Discipline (page 31)**

In third paragraph, last sentence, replace "steward" with "Association Steward"

**15. Article XX Health and Welfare (page 32)**

a. In first paragraph, replace "agreement" with "Agreement"

b. In second paragraph, first sentence, replace "Employer" with "employer"

c. In second paragraph, second sentence, replace "Employee" with "employee"

d. In third paragraph, first sentence, replace "5 years" with "five (5) years"

e. In third paragraph, second sentence, replace "5 years" with "five (5) years"

**16. Article XXI Miscellaneous Provisions (page 34)**

a. In section #1, second sentence, replace "bulletin boards for notices of routine nature" with "bulletin boards for notices of a routine nature"

b. In section #8, replace "Library" with "library"

c. In section #9, first sentence, replace "Library" with "library"

**17. Article XXII Association Representatives (page 36)**

a. Correct spelling in Title from "Assocation" to "Association"

- b. In section #2, first paragraph, first sentence, replace "upon their request at interview" with "upon their request at an interview"
- c. In section #2, first paragraph, first sentence, replace "Labor Relations Commission" with "Massachusetts Department of Labor Relations"
- d. In section #2, seventh paragraph, first sentence, replace "Labor Relations Commission" with "Massachusetts Department of Labor Relations"
- e. In section #3, first sentence, delete "PEOPLE"

**18. Article XXIII Deferred Compensation (page 38)**

In first paragraph, last sentence, replace "52-week" with "fifty-two (52) week"

**19. Article XXIV Classification Plan-Pay Rates (page 39)**

- a. In section #1, first sentence, replace "shall be classification and pay" with "shall be a classification and pay"
- b. In section #3a, third paragraph, replace "fifty-two weeks" with "fifty-two (52) weeks"
- c. In section #3b, replace "hereafter" with "Hereafter"
- d. In section #6, first sentence, replace "appropriation on annual basis" with "appropriation on an annual basis"
- e. In section #7, first sentence, replace "town-side" with "Town-side"

**20. Article XXVI Continuing Education Program (page 42)**

In first paragraph, first sentence, replace "under graduate" with "undergraduate"

**21. Article XXVIII Stability of Agreement (page 44)**

In first paragraph, replace "agreement" with "Agreement"

**22. Article XXXI Separability (page 47)**

In first sentence, replace "article" with "Article"

**23. Article XXXII Family and Medical Leave (page 48)**

- a. In section #7, second sentence, replace "after five days of earned is used" with "after five days of earned time is used"

b. In last paragraph of Article, second sentence, replace reference to Article III with Article V.

**24. Article XXXIII Small Necessities Leave (page 50)**

In section #1, replace "schools" with "school"

**25. Article XXXV Reclassification (page 52)**

In first sentence, replace "Library" with "library"

**26. Article XXXVI Longevity (page 53)**

In second paragraph, second sentence, replace "twenty-five years" with "twenty-five"

**27. Appendix A Classification and Pay Plan (page 54)**

a. In second paragraph, replace "Library Employees" with "library employees"

b. Revise fourth paragraph to read as follows: "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."

**28. Article XXXVII Duration-Renewal-Changes (page 55)**

In first paragraph, replace "agreement" with "Agreement"

**TOWN OF PLYMOUTH  
26 COURT STREET  
PLYMOUTH, MA 02360  
TOWN MANAGER'S OFFICE**

TO: Board of Selectmen and Advisory & Finance Committee

FR: Melissa Arrighi, Town Manager

DT: March 27, 2019

RE: Article 1 – Special Town Meeting

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

The following amendments to the Personnel Bylaws are offered for your consideration.

1. Amend the Bylaws by adding the following underlined language:

**SECTION 2. DEFINITION OF BYLAW TERMS:**

Compensation Range	Each position has a definite compensation range, which is the dollar difference between minimum and maximum rates. <u>If an employee covered by Section 7.1 has reached the top of the range, the Town Manager may provide a merit increase for that employee only.</u>
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The above amendment would allow merit increases to be provided to Department Heads who have maxed out on their salary range. This rate shall become a personal rate applicable only to said employee. The Town Manager would make this determination. Currently, only three of the Department Heads still have room for merit increases- this would open that option up for the other six.

*The cost of this could be approximately \$12,000 - \$15,000 if all six Department Heads who are maxed out on salary received a \$2,000 - \$3,000 merit.*

2. Amend the Bylaws by adding the following underlined language:

**SECTION 12. PAID HOLIDAYS:**

Add the following language:



In addition to the above, non-police and non-firefighter employees, covered in section 7.1, 7.2 and 7.3 shall be entitled to the workday after Christmas or the workday before or after New Years. Such day should be rotated among employees. The Town will allow these employees to leave at noon on Christmas Eve and pay them for the full day if they are scheduled to work, not if they were already out or approved to be out, on vacation or out sick or on any other paid or unpaid status). If for emergency reasons the employee is required to stay by the Department Head, they will be given 4 hours paid time off at a mutually agreed upon day to be used within 6 months from Christmas Eve.

*The above language is similar to language found in the OPEIU and SEIU collective bargaining agreement and amending the Personnel Bylaws will reflect that same schedule. This does not apply to employees in public safety.*

3. Amend the Personnel Bylaws by adding the following underlined language and deleting the language that is struck:

#### SECTION 23. CAREER EDUCATIONAL INCENTIVE

Non-union Firefighters and Police Officers, of any rank or grade, will be entitled to the same percentage of 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. All such degrees must be received from an accredited institution of higher education.

The Town has shown a renewed commitment to training and educational and professional growth. That is evident in the changes to the Teachers' collective bargaining agreement, the educational incentive for police officers, and the recent changes to the Firefighter CBA regarding professional development. This investment carries through to the highest level professional executive.

*The approximate cost based on the current 9 Department Heads with the eligible degrees would be \$22,500.*

4. Amend the Bylaws by adding the following underlined language and adjusting the remaining language in the bylaws to reflect the intent:  
Effective July 1, 2020, incorporate the existing senior step into the wage schedule and recreate the senior step at 2%. Employees in Executive Management 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.

*This would only benefit administrative staff, as well as Deputy Fire Chiefs and Police Captains (not Department Heads). Only three employees are currently eligible and the cost would be \$4100.*

5. Amend the Bylaws to adding the following underlined language to Longevity:  
20 year \$1500

*There are five employees eligible for this 20 year longevity payment and would increase costs by \$4500/year.*

6. Amend the Bylaws to add the following underlined language:

- a. Non Union Police Officers, of any rank or grade, will be entitled to the same specialty stipend as Superior Officers when overseeing such Specialty Positions. [maximum of \$1200/year per employee]
- b. Non Union Police Officers, of any rank or grade, will be entitled to the same Medical Stipend as Superior Officers. [\$250 per year per employee]
- c. Non-union Fire employees will be entitled to the same EMT stipend as are Firefighters.

This will allow for Police Officers and Firefighters to retain these benefits when they are promoted through the ranks:

*Those eligible would be the Police Chief and Police Captains, with maximum benefit resulting in an increase of \$1450/year for each employee. Total cost \$4350 per year. Eligibility for letter c above would be Fire Chief and Deputy Chiefs resulting in a total cost of \$3600/year.*

7. In recognition of the overall town/school employees' position that there is a priority on preserving current health insurance benefits over salary increases, the Personnel Bylaw group and the Town agree the HRS Compensation and Benefits Study (Study) is satisfied upon the signing of this agreement. The parties acknowledge that this agreement is completed by making no changes to health insurance benefits for active employees, retirees and/or future employees through June 30, 2021. Personnel Bylaw employees and the Town also agree that by making no changes to health insurance benefits until after June 30, 2021, there will be no additional actions and/or salary adjustments made as a result of the Study through the timeframe of this agreement. This shall not be incorporated into the CBA, but listed in this MOA.

8. Amend the Bylaws to reflect a 2% cost of living adjustment for FY19, FY20, and FY21

9. Amend the Bylaws to reflect that the use of LTIA will be allowed past the five (5) days when in compliance with FMLA or Parental Leave.

10. Amend the Bylaws to reflect the following additions to Bereavement Leave:

Step-parent, Step-child, Step-sibling

Leave up to four days may be allowed for the death of a household member who is not an immediate family member.