

AGREEMENT
BETWEEN
THE TOWN OF PLYMOUTH
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

JULY 1, 2024– JUNE 30, 2027

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Town of Plymouth (hereinafter “the Town”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the Board of Selectmen to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of Office & Professional Employees International Union (hereinafter “the Union”), acting subject to the ratification of this Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for an initial Collective Bargaining Agreement that will be in effect for the period from the date of ratification until June 30, 2027.

Unless otherwise specified herein, all modifications of non-economic working conditions will take effect as of the date of ratification of this Agreement.

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PREAMBLE

This agreement is made and entered into in Plymouth, Massachusetts by and between the Town of Plymouth in the County of Plymouth, Massachusetts (hereinafter referred to as "the Town"), and the Office and Professional Employees International Union, Local 6, AFL-CIO (hereinafter referred to as "the Union").

It is the intent and purpose of this Agreement:

- To promote and further orderly and harmonious collective bargaining relations between the Town and the employees in the bargaining unit;
- To ensure maximum performance by the Town employees in the bargaining unit of their work in a conscientious, productive and skillful manner that will serve the efficiency and economy of operation of the service to the Town;
- To specify rates of pay, hours of work and other terms and conditions of employment for Town employees in the bargaining unit.

ARTICLE I **RECOGNITION**

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	Unit B
All Managerial, Supervisory, and Exempt Employees	All full-time and part-time (employees who work at least 15 hours per week) non-supervisory, clerical, technical, and administrative employees
INCLUDING:	INCLUDING:
Accounting Officer DH	Accounts Payable Manager
Assistant Director of Elder Affairs	Activities Coordinator
Assistant Library Director	Administrative Asst. Cemetery/Crematory
Assistant Director of Public Health	Administrative Asst. Treas/Coll
Assistant Recreation Director	Administrative Asst. Health
Asst. Super Cemetery/Park/Rec.	Assistant Cremationist
Assistant Wastewater Manager	Advisory & Finance Committee A.A.
Cemetery/Crematory Superintendent	Airport Coordinator
Cemetery/Park/Rec Super	Animal Control Officer
Civil Engineer	Assessor/Analyst
Community Development Dir.	Assistant Assessor
Director of Public Health DH	Assistant Building Inspector
Economic Development Director	Assistant Collector
Emergency Management Director DH	Assistant Harbormaster
Environmental Manager	Assistant Treasurer
Environmental Technician II DH	Assistant Town Clerk
Facility Manager DH	Billing Coordinator
Facilities Operations Manager	Building Inspector/Local A
Harbormaster DH	Budget Analyst
Head Pumping Station Operator	Business Manager DPW
Highway Operations Manager	Business Manager Fire Department
Highway Manager DH	Business Manager Police Department
Highway Superintendent	Cash Manager
Information Technology Mgr.	Conservation Planner
Maintenance Superintendent	Conservation Staff Aide

Operations Superintendent	Cemetery Admin. Assistant
Parks/Forestry Superintendent DH	Chief Master Mechanic
Procurement Officer DH	COA Dispatcher
Solid Waste Manager/Recycling Coordinator	Coordinator of Support Services
Town Clerk DH	Cremationist
Town Engineer DH	Economic Development Program Coordinator
Town Planner	Election Coordinator
Town Surveyor	Environmental Technician
Transportation Engineer	Environmental Technician I
Treasurer/Collector DH	Facility and Special Events Manager
Utilities Superintendent	Finance Administrator
Veteran's Services Agent DH	Fire Alarm Superintendent
Water & Wastewater Engineer	Fire Apparatus Mechanic
Wastewater Manager/Pre-Treatment Coordinator	GIS Coordinator/Applications Coordinator
Wastewater Superintendent DH	Internal Auditor
Water Superintendent DH	IT Applications Manager
Water Quality/Service Manager	IT Help Desk
	Kitchen Supervisor - CAL
	Lab Technician
	Library Account Manager
	Lister/Inspector
	Literacy Coordinator
	Local Health Inspector/Health Assistant
	Local Inspector
	Local Inspector B
	Local Inspector/Health
	Meal Distribution Coordinator/Nutrition
	Memorial Hall Event Manager
	Natural Resources Officer
	Natural Resources and Sustainability Specialist
	Natural Resources-Specialist
	Office Manager - Airport
	Office Manager - Inspectional Services
	Parking Meter Repair
	Payroll Manager
	PC Network Technician
	Planning Inspector
	Planning Technician/Conservation Assistant
	Plumbing/Gas Inspector
	Procurement Assistant

Program Manager/Fiscal Coordinator
Public Health Technician
Recreation Assistant
Recreation Office Manager/Program Administrator
Recreation Program Supervisor
Recycling Coordinator
Sealer Weights & Measures
Shuttle Bus Operator
Social Worker/Outreach
Survey GIS Technician
Wiring Inspector
Zoning Field Inspector

DH= Division Head

ARTICLE II

SCOPE OF AGREEMENT

Section 2.01:

This agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The Town agrees that it will not enter into any individual or collective agreement with any employees covered by this agreement that is contrary to the terms and conditions herein. The Parties agree that the relations between them shall be governed by the terms of this agreement. No change or modification of this agreement shall be binding on either the Town or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE III **UNION RIGHTS**

Section 3.01:

Neither the Town nor the Union shall discriminate against any employee because of his/her participation in the Union, adherence to any provision of this Agreement, or refusal to comply with any request which would violate the terms of this Agreement.

Section 3.02:

The Union shall furnish the Town with a list of union officials and the capacity in which they serve. The Union shall also furnish the Town with a list of the Union Stewards and alternates. Lists shall be furnished within one week after designation and the Union shall as soon as practicable notify the Town of any changes.

Section 3.03:

Union representatives shall be permitted to have reasonable access to the premises of the Town for the purpose of discussing official Union business, including grievances, provided that:

- (1) there is no disruption of operations of the Town;
- (2) requests for such access will be made in advance to the appropriate authority or designee and will not be unreasonably denied; and
- (3) there is notice of his/her presence to the appropriate authority or designee upon arrival.

Section 3.04:

One (1) Union steward shall be permitted reasonable time off to investigate potential Union grievances, subject to the following conditions. The Union recognizes that taking time to investigate potential Union grievances detracts from employees' primary purpose of providing services to residents of the Town. Accordingly, the Union agrees that in all instances the Union steward shall make every effort to address Union matters at the conclusion of normal work hours. In the event that the matter cannot be addressed at the conclusion of normal work hours, the Union steward shall be permitted reasonable time off for the reason set forth above, provided that the Union steward first notifies his/her immediate supervisor of his/her intent to be away from work and receives the immediate supervisor's approval.

Such approval shall not be unreasonably withheld. The Union shall maintain a log of all time taken to investigate potential Union grievances. The log shall be made available to the Town Manager or her designee upon request.

Employees are encouraged to engage in union activity outside working hours, but may do so during working hours if they notify a supervisor of the intent to be away from work and receive the immediate supervisor's approval. Such approval will not be unreasonably denied.

Section 3.05:

Reasonable time off without loss of pay shall be granted to up to five (5) Union members for the purpose of a negotiating committee attending negotiation sessions with the Town. Prior to the first collective bargaining session, the Union shall furnish the Town with a list of members of the negotiating committee.

Section 3.06:

It is understood that the Union Representative(s) shall not receive any compensation in the event that negotiations or Union business goes beyond the regular work day.

Section 3.07:

The Town agrees to grant the grievant plus one (1) Union steward time off during their normal work hours without loss of pay or benefits to represent a grievant during grievance hearings, an arbitration hearing or Labor Relations Commission hearing. A request for such leave shall be made in writing to the Department Head at least twenty-four (24) hours in advance, except in case of emergency.

Section 3.08:

Unless expressly specified otherwise, all bargaining unit members are required to report back to their work site in a reasonable amount of time after the conclusion of said hearing(s).

Section 3.09:

Up to five (5) stewards may be allowed one (1) day per year with pay to attend steward training.

ARTICLE IV **MANAGEMENT RIGHTS**

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, it shall have the sole rights, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

1. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Town.
2. to establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time to change or abolish such policies, practices or procedures, which shall not be inconsistent with the terms and conditions of the collective bargaining agreement. The Union is to receive notices of changes. The union may provide input to the Town in an advisory capacity on proposed changes.
3. to select and to determine the number and types of employees required to perform the Town's operations.
4. to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
5. to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
6. to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work, which shall not be inconsistent with the terms and provisions of the collective bargaining agreement.
7. to require from each employee the efficient utilization of his/her services.
8. to determine assignments of work and work tasks, and to discontinue processes or operations or to discontinue their performance by employees.
9. to employ, transfer, promote or demote employees, to lay-off, terminate or otherwise relieve employees from duty for lack of work or legitimate reasons when it shall be in

the best interests of the Town or the department.

10. to determine and re-determine job content and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
11. to require reasonable overtime from employees. It is understood that during an emergency or urgent condition all employees shall be available for work and shall perform whatever tasks are necessary to carry out the work of the Town.
12. to determine the quality of job performance, including the use of performance evaluations, and the qualifications for positions of employees.
13. to establish, continue and/or change policies and/or regulations pertaining to standards of hiring of employees and the continuation and enforcement of such policies during the term of employment.
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 the 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.

Section 4.01:

The exercise or failure to exercise the full rights of management listed herein shall not be binding course of action taken in compliance with the provisions of this Article.

ARTICLE V UNION DUES

Section 5.01: Dues Check Off: The Town agrees to deduct Union initiation fees and Union dues upon receipt of written authorization from the employee and once each month shall remit monies collected to the Secretary-Treasurer of OPEIU, Local 6 not later than the twentieth (20) day of the month in which the deduction was made.

Section 5.02: The Union agrees to indemnify and hold harmless the Town against all claims, suits, or other forms of liability arising out of the deduction of agency service fee.

Section 5.03: In the event that an employee elects not to join or maintain membership in the union, he/she may elect to pay an agency fee to the union in an amount equal to the amount required for the union to negotiate wages and conditions of employment on behalf of the employee.

ARTICLE VI

BULLETIN BOARDS

Section 6.01:

The Town agrees to provide bulletin board space, in an area not accessible by the public, for the purpose of posting notices regarding matters of official Union business and other notices of a routine nature. The Union and the Town agree not to post any information of an inflammatory or derogatory nature.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 7.01:

A grievance is defined as any dispute concerning the meaning or application or interpretation of an express provision of this agreement. While certain disputes may constitute complaints, it is understood that a grievance must involve the violation of a specific provision(s) of the Agreement.

Section 7.02:

Employees are encouraged to discuss their problems with their supervisor prior to initiating a formal grievance. When employees do discuss potential grievances with their supervisor, the supervisor shall apprise their supervisor of such conferences and the results thereof. If this informal procedure does not satisfactorily settle the problem, then the employee shall proceed to Step 1 of the grievance procedure.

Section 7.03:

All grievances under this Article shall be in writing, signed by the aggrieved employee(s) and/or the Union on a form agreed upon by the Union and the Town, which shall include the date the grievance is filed, statement of grievance and remedy sought, and identification of Article(s) of this Agreement alleged to have been violated.

Section 7.04:

A grievance shall be processed in accordance with the following procedure:

Step 1. The grievance shall be presented to the Department Head outside the bargaining unit in writing within fifteen (15) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence.

The Department Head shall hold a meeting within ten (10) calendar days of receipt of the written grievance.

The decision of the Department Head shall be in writing and sent to the Union no later than fifteen (15) days after the Step 1 meeting.

Step 2. If the matter has not been resolved at Step 1, it must be

presented to the Town Manager or his/her designee within ten (10) calendar days after receipt of the written Step 1 decision.

The Town Manager shall hold a hearing within ten (10) calendar days of the date the written decision was received by the Union and the Town Manager.

The decision of the Town Manager shall be in writing and sent to the Union no later than fifteen (15) calendar days after the Step 2 hearing.

Step 3. If the grievance remains unsettled at Step 2, the Union shall submit a Demand for Arbitration to the American Arbitration Association, with notice to the Town Manager, within twenty (20) calendar days after receipt of the written decision of the Town Manager.

Section 7.05:

All fees and expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of preparation and presentation of its own case.

Section 7.06:

Only the authorized Union Representative and/or Union Counsel may appear for and represent the grievant and/or the Union at each Step of the grievance procedure under this ARTICLE.

Section 7.07:

Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual agreement of the parties.

Section 7.08:

Meeting dates will be agreed upon by all the parties.

Section 7.09:

If the Union fails to exhaust remedies under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed waived. If any responses are not received within the prescribed time limits, the Union may move the grievance to the next Step of the grievance procedure.

Section 7.10:

A matter brought by an employee in a lawsuit or a complaint before an administrative agency shall not also be the subject of a grievance under this article.

In the event that an employee files a grievance, the Union agrees that it shall not represent or otherwise assist in any way the employee's bringing a lawsuit or a complaint before an administrative agency.

Section 7.11:

The Union and the Town jointly acknowledge the right of an employee to present a grievance directly to the Town and to have such grievance heard without the intervention of the Union, as long as any adjustment made is not contrary to the provisions of the Agreement, and the Union is afforded the opportunity to be present at any meeting or conference to discuss the grievance. The employee will notify the Union prior to the date of any meeting or conference.

Section 7.12:

In the event an employee is discharged and elects to file a written grievance pursuant to this Article, such grievance shall be submitted directly to Step 2 of the grievance procedure herein as the initial Step of the procedure.

ARTICLE VIII

ACCESS TO PERSONNEL FILES

Section 8.01:

The Town shall keep personnel records for all bargaining unit employees including attendance and earned time accumulated and used.

Section 8.02:

An employee may submit a request verbally or in writing to the Human Resources Director to review his/her personnel file. The review shall take place in the office where such personnel records are kept during regular business hours. An employee may obtain a copy of his/her personnel record upon submission of a written request to the Human Resources Director. The request should provide a reasonable description of the information being sought. The Town will make the employee's personnel records available to him/her within ten (10) calendar days of the written request.

Section 8.03:

No material derogatory to an employee's conduct, service, or character shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with its contents, but merely signifies that the employee has read the material to be filed. The employee shall have the right to answer any material filed and the employee's answer shall be attached to the file copy in his/her personnel file.

No material which contains an allegation of misconduct against an employee shall be included in his personnel file until the charges have been investigated. If a determination is made that the allegation is without substance, then the allegation shall not be included in the employee's personnel file. If a determination is made to place the material in the file, then the results of the investigation will also be placed in the file.

ARTICLE IX **HOURS OF WORK**

Section 9.01:

With certain exceptions, to include part-time employees, the hours of work for full-time employees will be Monday through Friday, 37 ½ or 40 hours per week. In some departments, employees may be allowed to begin the work-day earlier or later depending on the needs of the department/division, as determined by the department head and approved by the Town manager.

The following language shall apply to OPEIU employees whose usual place of work is Town Hall: With certain exceptions, to include part-time employees and 40 hours per week employees, the hours of work for full-time employees will be Monday, Wednesday, Thursday 7:30am to 4:00pm; Tuesday 7:30am to 6:30pm; and Friday 7:30am to 12:00pm. In some departments, employees may be allowed to begin the workday earlier or later depending on the needs of the department/division, as determined by the department head and approved by the Town Manager.

The Town will discuss with the union any change in the Town's normal business hours of operation.

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.

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. Compensatory time cannot exceed sixty (60) hours of accumulation at any time. If the employee has sixty (60) hours 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.

Employees in Unit A are not eligible for overtime/compensatory time.

Anytime a non-exempt employee is required to return to work for a regularly scheduled meeting or any other business outside of their normal working hours (Ex: Town Hall: Monday-Friday 7:30am to 4:00pm) he/she shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall with a guaranteed minimum of three (3) hours pay at time and one-half (1 ½) their normal rate. This provision is not recognized when extending a regular workday. Employees may receive an equivalent amount in compensatory time depending on funding availability and approval of supervisor. The supervisor may deny compensatory time and the employee will be paid instead.

A Division Head may be required to work hours that are not part of the regular work day or regular expectation of the job hours. In those rare cases, the Division Head will get preapproval from the Department Head to work those hours and to have the ability to apply those hours to time off at a later scheduled time (within 30 days of the event). This is called “flex time”. The decision by the Department Head, on file with Human Resources Department, to grant or deny this flex time is not grievable or arbitrable. The intent of flex time is not to cover an occasional emergency or for a regularly scheduled night meeting with the Division Head’s associated Board/Committee, but it is for the purposes of the employee working above and beyond the regular hour expectation.

ARTICLE X

DEFERRED COMPENSATION

Section 10.01:

Any full-time employee covered by the contract is eligible to participate in a qualified deferred compensation plan.

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 over a 52-week period without exceeding the IRS maximum yearly, regular contribution.

ARTICLE XI **HEALTH AND WELFARE**

Section 11.01:

The Town agrees to provide Group Health Insurance on the same terms as other employees.

Section 11.02:

Except to the extent required by law, the employer shall not be required to pay the premiums for Group Health Insurance for those unit members who are on non-paid status.

Section 11.03:

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject.

Eligible members of this group shall be covered under the "Home Rule Petition" as enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1: Notwithstanding any general or specific law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least five (5) years before their retirement, their spouse and dependents shall be entitled to receive the same percentage of premium contribution provided by the town on the date of hire of the employee, but no greater than 90 percent, for so as the retiree remains continuously enrolled in the benefit plan, notwithstanding any alteration in health plan premiums by the Town.

Section 2: This act shall apply to all non-union employees who are eligible for health insurance benefits and to employee groups who agree within 60 days of the effective date of this act, to increase in the percentage paid by active employees to 20 percent effective July 1, 2003. This act shall also apply to any employee who is enrolled in a health or dental plan offered by said Town and retired from service of the Town after February 26, 1998 but before July 1, 2003.

Section 3: Employee groups that do not agree, within 60 days of the effective date of

this act, to an increase in the percentage paid by active employees to 20 percent effective July 1, 2003 shall not be guaranteed the rate of hire percentage contribution upon retirement.

Section 4: If the Commonwealth mandates an increase in the minimum percentage contribution active employees only shall pay toward their health insurance, the provisions of this act governing the percentages to be paid by retirees shall not be affected.

Section 5: This act shall take effect upon its passage.

ARTICLE XII

CONTINUING EDUCATION PROGRAM

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) academic course of up to four (4) semester hours per fiscal year. The maximum reimbursement in any fiscal year will be \$420.00 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.

Effective 7/1/23

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 two (2) academic course of up to eight (8) semester hours per fiscal year. The maximum reimbursement in any fiscal year will be \$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 the employees' paycheck every pay period. These stipends shall not be combined.

Bachelor's Degree - \$2,000
Master's Degree - \$3,000

ARTICLE XIII
EARNED TIME AND LONG TERM ILLNESS
ACCOUNTS

Section 13.01:

A new employee will accrue, on a weekly basis, earned time at a rate corresponding to exempt or non-exempt status, full-time or part-time status, and years of continuous employment, according to charts A and B below. Employees will be eligible to begin using earned time after completing six (6) months of continuous service. Accrual rates increase following completion of five, ten and twenty years of service.

A. EXEMPT EMPLOYEES

Eligibility (Begins at date of hire)	Hrs worked per day	Annual Accrued Time		TOTAL Wkly accrual	Maximum Allowable LTIA Days with LTD (w/o LTD)		Maximum Accrued Earned Time	
		Hours	Days		Hours	Days	Hours	Days
Year 1-5	7.5	247.50	33	4.74	1350	180	337.50	45
					(1500)	(200)		
	8.0	264.00	33	5.06	1440	180	360.00	45
					(1600)	(200)		
Year 6-10	7.5	285.00	38	5.46	1350	180	337.50	45
					(1500)	(200)		
	8.0	304.00	38	5.82	1440	180	360.00	45
					(1600)	(200)		
Year 11-19	7.5	300.00	40	5.75	1350	180	337.50	45
					(1500)	(200)		
	8.0	320.00	40	6.13	1440	180	360.00	45
					(1600)	(200)		
Year 20+	7.5	337.50	45	6.47	1350	180	337.50	45
					(1500)	(200)		
	8.0	360.00	45	6.90	1440	180	360.00	45
					(1600)	(200)		

B. NON-EXEMPT EMPLOYEES

Eligibility (Begins at date of hire)	Hrs worked per day	Annual Accrued Time Wkly Accrual		TOTAL Wkly Accrual	Maximum Allowable Days with LTIA (w/o LTD)		Maximum Accrued Earned Time	
		Hours	Days	Hours	Hours	Days	Hours	Days
Year 1-5	7.5	210.00	28	4.02	1350	180	337.50	45
					(1500)	(200)		
	8.0	224.00	28	4.29	1440	180	360.00	45
					(1600)	(200)		
Year 6-10	7.5	247.50	33	4.74	1350	180	337.50	45
					(1500)	(200)		
	8.0	264.00	33	5.06	1440	180	360.00	45
					(1600)	(200)		
Year 10+	7.5	285.00	38	5.46	1350	180	337.50	45
					(1500)	(200)		
	8.0	304.00	38	5.82	1440	180	360.00	45
					(1600)	(200)		

C

Section 13.02:

Use of earned time.

- A. Requests for earned time will be charged to an employee's accrued earned time account except for the following:
 1. Absences for which an employee is not entitled to be paid;
 2. Absences in excess of the days set forth in paragraph C, Column 4.
 3. In no event shall an exempt employee employed as of the date of the ratification of this Agreement use more than eight (8) weeks of earned time in any fiscal year. The eight (8) week maximum use of earned time shall include any earned time days used for the purpose of illness and shall not include any time used from the employees Long Term

illness Account. In no event shall a non-exempt employee employed after the date of ratification of this Agreement use more than seven (7) weeks of earned time in any fiscal year. The seven (7) week maximum use of earned time shall include any earned time days used for the purpose of illness and shall not include any time used from the employees Long Term illness Account.

- B. All such earned leave must be approved by the Division/Department Head or the Town Manager. No employee may take more than two consecutive weeks of leave without the approval of the Town Manager.
- C. Employees use a maximum of five (5) days of LTIA for the illness of a member of the household or a family member as defined in Article XV.
- D. An employee's earned time account reaches the maximum of forty-five (45) days the employee may:
 - 1. Convert five (5) days earned time to eight (8) days and deposit that amount into his/her Long Term illness Account or,
 - 2. Immediately schedule five (5) days off in the first pay period when earned time has reached forty-five (45) days, or,
 - 3. If the employee chooses neither option 1) nor 2), the employee will not accrue any further earned time until the earned time account goes below forty-five (45) days.
- E. An employee shall not be allowed to work when using earned time and be compensated with extra pay without the approval of the Department Head.
- 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.

Section 13.03:

Use of Long Term Illness Account

Employees must use two (2) days of earned time before using LTIA for an illness extending beyond two (2) days.

Employees will be required to deposit at least ten (10) days per year into the LTIA until

the maximum of one hundred eighty (180) is reached. (200 days if Long Term Disability benefit is not elected. All accruals earned, LTIA, and other if applicable, are accrued and transferred based on a payroll period.

In the event an employee is absent for more than five (5) consecutive days due to illness, a physician's certificate of illness may be required to be submitted to the employee's Department Head before further leave is granted under the provisions of this section. The Town may require a medical examination by a physician appointed by the Town for an employee who reports his/her inability for duty. In the event of any disagreement between the employee's physician and the Town's appointed physician, the Town and the employee, 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 employee's illness relates. The Town will pay for the services required by the impartial third physician.

In the event an employee has a recurring illness, has been approved for FMLA for medical related reasons, or has been approved for parental leave, and has used the maximum amount of required earned time for that illness and upon presentation of proper documentation acceptable to the Town, said employee may go directly to his/her long term illness account without first using any earned time. Employees suspected of abusing leave for illness may be required to submit a medical certification in substantiation of each absence due to claimed illness regardless of duration.

On December 1st of each year, if an employee has 180 days of accumulated LTIA, s/he can buy back up to 8 days at his/her current rate of pay.

Section 13.04:

Retirement or Separation

A. Upon retirement or separation, an employee shall be compensated at his/her current rate of pay for accrued earned time up to forty-five days in a lump sum payment.

B. The Town agrees that it shall pay to the employee upon his or her voluntary separation or retirement fifty-five dollars and fifty-six cents (\$55.56) for each 7 .5 (or 8) hours of accumulated unused long term illness account (LTIA) time remaining in the account of said employee for fifty (50) percent of the total hours of said accumulated LTIA up to a maximum payment of \$5,000. In order to be eligible for this benefit said employee must have been employed by the Town of Plymouth for ten (10) years or more and must have a minimum accrued balance of 90 days of LTIA.

C. Upon the death of an employee, the same benefits will be paid to the employee's estate.

ARTICLE XIV

APPROVED STATUS

Section 14.01: All employees must be on approved employment status, either with or without pay. Union employees may be granted or denied an unpaid Leave of Absence by the Human Resources Director. Requests for an unpaid leave of absence, along with supporting documentation, shall be submitted to the Department Head. The decision to approve an unpaid leave of absence request is determined by the Human Resources Director, on the recommendation of the Department Head. The decision of the Human Resources Director would not be grievable or arbitrable. The length of time would be determined by the Human Resources Director. Any employee who is absent without being placed on approved status by the Human Resources Director will be considered resigned.

There shall be no accrual of benefit time during any unpaid Leave of Absence. Payments for stipends that are included in the employee's base salary, such as education, will not be made during any period of unpaid leave.

ARTICLE XV

HOLIDAYS

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

In addition to the above, all employees shall be entitled to the workday before or after Christmas or the workday before or after New Years. Such day should be rotated among employees. Town will allow 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 employees are required to remain at work by the Department Head, they will be given 4 hours paid time off at a mutually agreed upon day to be used within the 6 months from Christmas Eve.

In recognition that the Day After Thanksgiving amounts to 4.5 hours for Town Hall employees, Town Hall employees shall be entitled to one (3.0) hour Floating Holiday for 37.5 hour/week employees and one (3.5) hour Floating Holiday for 40 hour/week employees, per fiscal year to be used within 6 months of the Day after Thanksgiving or the time shall be forfeited.

Section 15.02:

Payment under the provisions of this Article shall be made provided the eligible employee shall have worked on his/her regularly scheduled working day prior to and his/her next regularly scheduled working day following each holiday, or was in full

pay status on each preceding and following days.

Section 15.03:

Any paid holiday falling within previously scheduled earned time off will be paid as a holiday.

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. 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.

ARTICLE XVI **BEREAVEMENT LEAVE**

Section 16.01:

Emergency leave up to four days may be allowed for death in an employee's immediate family; wife, husband, domestic partner, mother, father, child, brother, or sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law and brother-in-law, son-in-law or daughter-in-law, step-parent, step-child or step-sibling. Leave up to four days may be allowed for the death of a household member who is not an immediate family member. Leave of one day may be allowed for less than immediate family members. Bereavement leave shall begin with the date of death unless other arrangements are made with the department head.

ARTICLE XVII

MILITARY LEAVE

Section 17.01:

Any employee other than an employee in a temporary position shall be entitled to a leave of absence to participate in military service in accordance with Federal and State laws and the Town of Plymouth Policy on Military Leave. Members of the military reserve, who are ordered into active duty, will be paid in accordance with the requirements of federal law for the time they are on active duty.

ARTICLE XVIII

JURY DUTY

Section 18.01:

When an employee has been called for jury duty on a day for which the employee is scheduled to work, the employee will be excused from work if the employee appears in court. If the jury duty has been canceled or if the employee is on stand-by and is not asked to appear on that day, the employee will report to work as usual.

If the employee is impaneled on a jury and has to appear more than three (3) days, the Town will pay the first three (3) days provided the employee was scheduled to work on those days. If the employee serves over three (3) days, the Town will pay the difference of regular hours to court per diem for days the employee was scheduled to work and performed jury duty, exclusive of travel or other allowance. The employee will continue to be paid regular wages and turn over to the Town all checks received from the court. The employee must submit the Certification to Jury Duty to the Department Head within fifteen (15) days of the time served as juror or the amount paid the employee will be deducted from the employee's pay check.

ARTICLE XIX

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.

The Town of Plymouth uses a rolling 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.

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.

ARTICLE XX

SMALL NECESSITIES LEAVE ACT

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.

ARTICLE XXI

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

ARTICLE XXII **CLASSIFICATION PLAN**

Section 22.01:

All positions in the service of the Town are classified by the titles appearing in the contract. These classes of positions shall constitute the classification plan for the paid Town service.

Section 22.02:

If the job duties of a bargaining unit member have increased or changed significantly, the member shall have the right to submit a request via the Union to have their position reclassified. Employees shall have the opportunity to submit reclassification requests only within a designated annual "reclassification review period" as determined by the Town. Final implementation of the reclassification request will be dependent on funding approval by Town Meeting.. The Town Manager, after consultation with the Department Head and Director of Human Resources, may or may not approve of any reclassification requests submitted as described in this section. Changes to the designated OPEIU representative will be provided to the Town as needed.

Section 22.03:

The title of each class, as established by the Classification Plan shall be the official title of every position allocated to the class and the official title of each incumbent of a position so allocated, and shall be used to the exclusion of all others on payrolls, budget estimates and other official records and reports pertaining to the position.

Section 22.04:

In the event that the Town decides to create a new position, as part of its process it will notify the Union of its intention. The Union may provide input to the Town in an advisory capacity on the new position.

Section 22.05:

When an employee terminates his/her service to the Town either by retirement or resignation, the employee shall notify the Human Resources Director in writing at least fourteen (14) calendar days prior to the date of termination.

ARTICLE XXIII **COMPENSATION PLAN**

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:

FY25 (July 1, 2024) – 2%
FY26 (July 1, 2025) – 2%
FY27 (July 1, 2026) – 2%

Effective July 1, 2025, all bargaining unit classification pay rates shall receive a one-time increase of one thousand dollars (\$1,000.00) as an equity adjustment in the first year of the FY25-27 Collective Bargaining Agreement.

Section 23.02:

A regular permanent employee receiving a promotion to a vacant position or to a new position, shall, upon assignment resulting from such promotion, receive the salary of the new position at the next step above his/her current rate. If the resulting adjustment does not equal \$1000.00 more annually, the adjustment shall be to the next step within the compensation grade for the new position or the parties will meet to discuss the minimum salary. The Town Manager reserves the right to adjust the rate to a higher level.

Section 23.03:

If an employee's compensation rate at the time of the ratification of this agreement is in excess of the maximum rate set forth in his/her appropriate compensation grade in Schedules B-F, this rate shall become a personal rate applicable only to said employee.

Section 23.04:

A regular full-time employee who receives a temporary appointment from the town Manager for more than two consecutive weeks in a position for which the compensation is greater than that of his/her permanent position shall, after such two consecutive weeks of temporary service, be compensated at the minimum rate of the higher position, provided that such compensation be at least \$1000 more annually 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 or the parties will meet to discuss the

minimum salary. Such compensation for temporary service will be retroactive to the date of appointment. The Town Manager reserves the right to adjust the rate to a higher level.

Section 23.05:

In the event that an employee is required to perform on a temporary basis the duties of a position whose level of compensation is lower than the employee's existing position, the employee shall continue to be compensated at his/her regular rate of pay and shall not have his/her pay lowered as a result of serving in the lower position.

Section 23.06:

An employee in continuous full-time or part-time employment shall receive the increment between his/her present rate and the next highest step in January or July, depending on start date.

Section 23.07:

Senior Step- Step 8: 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.

Section 23.08:

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 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. Longevity will cease upon separation of service. Longevity is included in base pay for all purposes with the exception of holiday pay.

Years of Service	Longevity Pay
5	\$400
10	\$600
15	\$900
20	\$1200

ARTICLE XXIV **VACANCIES AND NEW POSITIONS**

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:

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.

The Town shall have the authority to hire new employees at a higher entry accrual rate of earned time dependent upon prior relevant work experience and/or time previously worked for the Town, another municipality, or the state. New employees hired within 6 months prior to July 1, 2024, into a position in the bargaining unit, may request a review of prior relevant work experience for the purpose of a higher accrual rate. The Town shall notify the Union for review when it offers an employee or applicant a higher accrual rate.

Section 24.02:

Nothing in this agreement shall prevent the Town from making acting appointments until such positions can be filled with permanent appointments as provided in this agreement.

Section 24.03:

In the event a newly hired employee resigns less than ninety (90) calendar days after assuming his/her duties, an alternate applicant may be recommended by the Town

Manager or his/her designee for hire without re-posting the position as vacant, providing the alternate appointment is made from applicants of the original posting.

Section 24.04:

Employees will be furnished their job description upon request.

ARTICLE XXV

PROBATIONARY PERIOD

Section 25.01:

The first ninety (90) calendar days of employment shall be considered a probationary period. A probationary employee whose performance is deemed unsatisfactory by the Town Manager can be disciplined or discharged without right of appeal or without such action being subject to the grievance and arbitration procedure. Time spent in a probationary period shall count in determining eligibility for benefits. An employee's probationary period may be extended for a period of three months.

Section 25.02:

The successful applicant from within the bargaining unit shall be given a ninety (90) calendar day probationary period in the new position at the applicable rate of pay. If at any time during the probationary period, the Town determines that the employee is not qualified to perform his/her duties, he/she shall be returned to his/her former position and rate of pay.

ARTICLE XXVI

REDUCTION IN FORCE

Section 26.01:

The Town shall provide the Union and the affected employee with a thirty (30) day notice of intent to lay off.

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.

ARTICLE XXVII

DISCIPLINE

Section 27.01:

If the Town has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in the presence of other employees or the public.

The Division Head of the employee, regardless of Union status, shall be allowed to present at any investigatory interview, conference, hearing, or meeting, that may be reasonably expected to result in adverse action against the employee.

Section 27.02:

An employee, at his/her request, will be allowed an official representative of the Union to be present at any investigatory interview, conference, hearing, or meeting that may reasonably be expected to result in a negative action against the employee.

Section 27.03:

The Town will not suspend or dismiss an employee without just cause. Without limitation and only for illustrative purposes just cause shall mean among other things: dishonesty (including dishonest falsifying of time records); insubordination; consumption or possession of alcoholic beverages and/or non-prescribed drugs on the employee's person or on Town property or in Town motor vehicles during working hours; damage or destruction of materials or equipment; unauthorized absence from work, except in emergencies; gambling while on duty; persistent or serious infraction of reasonable rules or instructions promulgated by the Town; failure to report any accident of which the employee is aware or has knowledge of on the day on which it occurred; refusal to do reasonable work assigned; the use, receipt or obtaining of any benefit of this Agreement contrary to the provisions of this Agreement; or through any misrepresentation by the employee or any other person in connivance with the employee; or a violation of any State or Federal Statute or Regulation.

ARTICLE XXVIII

FAIR PRACTICES

Section 28.01:

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the Union without regard to race, color, creed, national origin, sex, or marital status. The Union will represent equally all persons without regard to membership, participation in or activities in the Union. The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in the Agreement while the Agreement is in force and effect. There shall be no discrimination by the town or its agents or by the Union or its agents against any employee because of his/her activity or membership on non-membership in the Union. In cases where there is a question as to whether a lawful order violated the Agreement, the employee shall carry out the order if it does not involve a danger to his safety or health, and then file a grievance concerning the order. Compliance with a valid order or decree of a state or federal agency or court of competent jurisdiction shall not be considered a violation of this article.

ARTICLE XXIX

GENERAL

Section 29.01:

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement. Therefore, the town and the union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of rights and opportunity referred to in the first paragraph of this Article. Any prior employment memoranda of agreements for the bargaining unit employees shall be terminated and of no effect, upon the effective date of this Agreement, except for those benefits that are contained herein, specifically written into this Agreement, or extended by mutual written consent.

Section 29.02:

It is intended throughout this Agreement that references to gender are interchangeable between masculine and/or feminine wherever appropriate; also, references to singular or plural are interchangeable wherever appropriate.

ARTICLE XXX

PROHIBITED PRACTICES

Section 30.01:

No employee covered by this agreement shall engage in, induce, encourage any strike, work stoppage, slow down, or withholding of services. The Union agrees that neither it, nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slow down or withholding of services.

Section 30.02:

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slow down, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow down, or withholding of services and to return to work forthwith. The Union and its members, individually and collectively, agree that if there is a violation of this article that is an active participation or involvement in any illegal activities directed against the Town of Plymouth, any or all members of the bargaining unit violating this clause shall be, at the discretion of the Town, subject to disciplinary action, including discharge or suspension.

ARTICLE XXXI SEPARABILITY

Section 31.01:

If any Article or Section of this Agreement or any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction; or are superseded, nullified or otherwise affected by any legislation (federal or state); or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity; the remainder of this Agreement and of any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXXII

MUNICIPAL VEHICLE USE

Section 32.01: The parties have agreed to abide by the terms and condition of the Town's Municipal Vehicle Policy as adopted by the Board of Selectmen.

ARTICLE XXXIII

CLOTHING ALLOWANCE

Clothing allowance shall be provided in the amount of \$500 per year to the Chief Master Mechanic, Fire Apparatus Mechanic and Fire Alarm Superintendent and \$250 per year to the full-time Natural Resources Warden.

ARTICLE XXXIV

WAGE REOPENER

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 reclassification.

ARTICLE XXXV

SENIORITY

Seniority starts upon appointment into the bargaining unit and is defined as continuous service within the bargaining unit. In the event of a tie between two employees, the date of hire into Town Service will be used. If there is none, a lottery drawing will determine employee with the highest seniority.

ARTICLE XXXVI DURATION

The terms of this agreement commence as of July 1, 2024, and shall remain in force until June 30, 2027 and thereafter until a supplementary or new Agreement is negotiated and such supplementary Agreement is consummated.

The Union agrees that the changes to the successor Collective Bargaining Agreement (CBA), beginning July 1, will not be implemented until the agreement is fully executed by both parties. The final CBA must be executed by the Union within 60 days of receipt of said agreement.

Either party may petition the other no sooner than six (6) months prior to expiration of the duration period for the purpose of commencement of negotiations over the terms of a successor Agreement.

The party receiving such notice of negotiations shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for desired changes.

TOWN OF PLYMOUTH

~~Samuel H. J.
Det. Inquiry
William H. Kelly
Bernard J. Kelly~~

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL 6

DATE: August 15, 2025

Appendix A

Use of Earned Time for Short-Term Illness

1-a. Exempt

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Years	Amount	To LTIA	Short-term	Balance	LTIA	If no sick used
1	33	10	2	21	10	23
2	33	10	2	21	20	23
3	33	10	2	21	30	23
4	33	10	2	21	40	23
5	38	10	2	26	50	28
6	38	10	2	26	60	28
7	38	10	2	26	70	28
8	38	10	2	26	80	28
9	38	10	2	26	90	28
10	40	10	2	28	100	30
11	40	10	2	28	110	30
12	40	10	2	28	120	30
13	40	10	2	28	130	30
14	40	10	2	28	140	30
15	40	10	2	28	150	30
16	40	10	2	28	160	30
17	40	10	2	28	170	30
18	40	10	2	28	180	30
19	40	10	2	28	190	30
20+	45	10	2	33	200	35

*limit of 180 days if LTD is elected

2-a. Non-Exempt

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Years	Amount	To LTIA	Short-term	Balance	LTIA	If no sick used
1	28	10	2	16	10	18
2	28	10	2	16	20	18

3	28	10	2	16		18
4	28	10	2	16		18
5	33	10	2	21	30	23
6	33	10	2	21	40	23
7	33	10	2	21	50	23
8	33	10	2	21	60	23
9	33	10	2	21	70	23
10	38	10	2	26	80	28
11	38	10	2	26	110	30
12	38	10	2	26	120	30
13	38	10	2	26	130	30
14	38	10	2	26	140	30
15	38	10	2	26	150	30
16	38	10	2	26	160	30
17	38	10	2	26	170	30
18	38	10	2	26	180	30
19	38	10	2	26	190	30
20+	40	10	2	28	200	35

* After ten (10) years will continue to accrue to a maximum of 200 days or 180 days if LTD is elected.

Use of Earned Time for Short-Term

Illness

Employees hired on or after July 1,
2011

1-a. Exempt

Years	Amount	To LTIA	Short-term	Balance	LTIA	If no sick used
1	28	9	2	17	9	19
2	28	9	2	17	18	19
3	28	9	2	17	27	19
4	28	9	2	17	36	19
5	28	9	2	17	45	19
6	32	10	2	20	57.5	22
7	32	10	2	20	67.5	22
8	32	10	2	20	77.5	22
9	32	10	2	20	87.5	22
10	32	10	2	20	97.5	22
11	35	10	2	23	107.5	25
12	35	10	2	23	117.5	25
13	35	10	2	23	127.5	25
14	35	10	2	23	137.5	25
15	35	10	2	23	147.5	25
16	35	10	2	23	157.5	25
17	35	10	2	23	167.5	25
18	35	10	2	23	177.5	25
19	35	10	2	23	187.5	25
20+	40	10	2	28	197.5	30

*limit of 180 days if LTD is elected

2-a. Non-Exempt

Years	Amount	To LTIA	Short-term	Balance	LTIA	If no sick used
1	25	9	2	14	9	16
2	25	9	2	14	18	16
3	25	9	2	14	27	16
4	25	9	2	14	36	16
5	25	9	2	14	45	16
6	28	10	2	16	55	18
7	28	10	2	16	65	18
8	28	10	2	16	75	18
9	28	10	2	16	85	18
10	30	10	2	18	95	20

APPENDIX B

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF PLYMOUTH, DEPARTMENT OF MARINE AND ENVIRONMENTAL AFFAIRS,
AND
OPEIU, LOCAL 6, AFL-CIO, CLC**

July 18, 2023

NOW COMES the Town of Plymouth ("the Town"), acting by and through its Town Manager, the Plymouth Marine and Environmental Affairs ("DMEA") Director ("the Director") and the OPEIU Local 6 ("the Union") who hereby agree as follows:

WHEREAS, a question has arisen with regard to the duties of the Plymouth Harbormaster Department ("PHMD") and the full time employees of the Town and represented by the Union;

WHEREAS, the parties are desirous of resolving any issues regarding the issue on a fair and equitable basis.

NOW THEREFORE, the Town and the Union hereby agree to the following operational objectives:

1. The Chief of the Plymouth Police Department ("PPD") oversees and is responsible for all policing and police matters within the Town of Plymouth.
2. The Plymouth Police Chief ("Chief") supervises and assigns all certified police officers in the Town, determines what equipment, weapons, establishes rules and regulations, and policies and procedures that are employed by police officers in the Town. The Chief develops and is responsible for the budget allotted to the PPD, and applicable policies and bylaws lawfully promulgated by the Town Manager and Board of Selectmen. By law, the Chief is also the firearms licensing authority pursuant to M.G.L. Chapter 140.

The Chief will be responsible for the administrative and managerial oversight of the Harbormaster Division.

3. The Plymouth Harbor Master is the municipal official appointed pursuant to MGL. Chapter 102 section 19 that is responsible for the management of Plymouth waterways, piers and infrastructure, mooring permitting, enforcement

of boating safety laws, maritime search and rescue, environmental protection, and supervision of Harbor Master division personnel. The Harbor Master develops and is responsible for the budget allotted to the Harbor Master division, and applicable policies and bylaws lawfully promulgated by the Town Manager and Board of Selectmen. The Harbor Master makes recommendations of the appointment or re-appointment of Assistant Harbor Masters pursuant to MGL chapter 102 section 19.

4. As the Town is concerned about legislation known as "An Act relative to justice, equity and accountability in law enforcement in the Commonwealth" (Police Reform), and the ongoing regulatory changes and training requirements enacted by the Police Officer Standards and Training Commission (POST), the Select Board wishes to remove the PHMD from the oversight of the DMEA and place the PHMD under the oversight of the PPD.
5. The Town and the Chief recognize the PHMD has certain statutorily permitted law enforcement powers, and as such they wish to provide the PHMD with the training, equipment, policies and procedures, rules and regulations, support, guidance and oversight to allow the PHMD to perform their duties efficiently, competently, and professionally with a reduction in potential liability to both the Town and Union members of the PHMD.
6. The Harbormaster (HM) will be designated a division head of the PPD and be responsible directly to the Chief.
7. The HM will be responsible for the development and oversight of the division's budget and capital requests which will separate from the PD budget and the supervision and administrative needs of all employees of the PHMD, including but not limited to scheduling and payroll. Administrative support will be provided to the Harbor Master to assist with usual and customary administrative duties including, but not limited to, payroll entry, purchase orders, invoice processing, cash/check deposits, data entry, aquaculture applications/hearings etc.
8. The Harbor Master division will abide by all applicable policies and procedures of the PPD, including but not limited to authorized weapons, uniforms and equipment, training, and internal affairs. With the Chief's approval, the Harbormaster shall determine the markings and color of vehicles, and the uniforms, insignias, and badges to be worn by PHMD personnel.
9. The Harbor Master and Chief, or their designee, will develop suitable policies and procedures, and rules and regulations to ensure the efficient, competent, and professional operation of the PHMD.
10. The Harbor Master Division will be responsible for the enforcement of those laws currently enforced by the PHMD in appendix A and those duties customarily performed by harbormasters as it pertains to response to vessels in distress,

guidance and direction of vessels, collection of fees, oversight of moorings and dockage, and maintenance of equipment, buildings, and associated amenities.

11. In exigent circumstances, the Chief may designate other duties and responsibilities to the PHMD as the needs of the PPD and PHMD may dictate and pursuant to applicable PPD and PHMD collective bargaining agreements and job descriptions.
12. Nothing in this agreement inhibits the Chief's authority to operate and maintain a PPD patrol vessel.
13. Nothing in this agreement shall prohibit the PHMD from working in conjunction with any department or division of the Town for the purpose of obtaining grants or other assistance for the improvement and benefit of the harbor, its facilities, recreational and commercial users, or expansion the "Blue Economy".
14. In the event of a vacancy, Harbor Master and Assistant Harbor Master positions will remain non-civil service positions under the Police Department and subject to the OPEIU contract requirements for vacancies.
15. Full-time members of the PHMD will be appointed as Special Police Officers. They will be authorized to work traffic details pursuant to the guidelines outlined the current Plymouth Police Brotherhood CBA and PD directives.
16. The Harbor Master building shall remain marked "HARBORMASTER". Vessels and vehicles will remain predominantly marked with the Division name "HARBORMASTER".
17. The Town shall sponsor at the October 2023 Annual Special Town Meeting, or any special Town Meeting that may be called between the date of the signing of this MOA and the special Town Meeting, an article calling for a special act of the Massachusetts Legislature, a Home Rule Petition, including the PHMD employees, employed as having statutory powers of law enforcement into the same retirement system/group as the PPD Officers, Group 4.

The language of said legislation, Home Rule Petition, to be included in the successor Collective Bargaining Agreement between the Town and the PHMD, citing the effective date of this MOA.

18. The Town shall provide line of duty protection on the same basis as they are offered to employees within the Plymouth Police Department.
19. The Harbor Master shall retain day-to-day operational control of HM vessels, vehicles, buildings, and personnel. The Chief of Police shall retain the right to modify HM operations, if necessary, to stay current with best practices and standards as prescribed by the MA Police Accreditation Commission, POST, or

changes to applicable laws, policies, or procedures. The Chief of Police may take operational control of the HM department for failure to meet prescribed standards.

20. The parties will commit to a 1-year review of the Harbormaster division re-organization.
21. All other terms and conditions of the current collective bargaining agreement between the Town and the Union shall remain in full force and effect.



For the Town



For the DMEA
Division of Harbor Master



For the Union

APPENDIX A

Primary & Focused Areas of PHMD Enforcement

Massachusetts General Laws:

- C.21: Oil & Hazardous Material Release Prevention/Endangerment Act
- C.40: By-laws of towns
- C.90B: Motorboats, Other Vessels, and Recreational Vehicles
- C.91: Waterways
- C.102: Shipping & Seamanship, Harbors and Harbormasters
- C.111: Public Health
- C.130: Marine Fish and Fisheries; Shellfish

Code of Massachusetts Regulations (CMR's, applicable sections thereof):

- 301: Executive Office of Energy and Environmental Affairs
- 310: Department of Environmental Protection
- 320: Department of Fish and Game
- 321: Division of Fisheries & Wildlife
- 322: Division of Marine Fisheries
- 323: Office of Law Enforcement
- 350: Department of Conservation and Recreation

Plymouth Town Code:

- C.30 Beaches and Parks
- C.81 Harbor
- C.134 Ponds
- Waterways Regulations
- Shellfish and Herring Regulations
- Aquaculture Regulations

APPENDIX B

PHMD Positions Requiring Firearms:

Harbor Master

Assistant Harbor

Master

Training Required:

MPTC Recruit Officer Course (ROC) or MPTC Reserve/Intermittent Police Academy with Bridge Academy Equivalent Training

MPTC Annual In-Service

MPTC Annual Firearms Qualifications and Bi-Annual Training

HMTC Initial Prescribed Course of Study for Harbormasters C.102.19.A

HMTC Annual In-Service C.102.19.A

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APPENDIX C

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF PLYMOUTH
AND
OPEIU, LOCAL 6, AFL-CIO, CLC**

November
OCTOBER 17, 2022

NOW COMES the Town of Plymouth ("the Town"), acting by and through its Town Manager and the OPEIU Local 6 ("the Union") who hereby agree as follows:

WHEREAS, a question has arisen with regard to the job title and duties of Natural Resources Wardens employed by the Town and represented by the Union;

WHEREAS, the parties are desirous of resolving any issues regarding the issue on a fair and equitable basis.

NOW THEREFORE, the Town and the Union hereby agree as follows:

1. The Parties agree that the title of "Natural Resources Warden" is amended to "Natural Resources Specialist." A copy of the position description for the position is attached and marked as "A".
2. Natural Resources Specialist shall work a regular Monday through Friday scheduled as set out in the collective bargaining agreement.
3. The Parties agree that Natural Resources Specialists will not perform the duties listed below and that these duties will be assumed by the Police Department:
 - Parking enforcement on Drew Rd.- Police Dept. will primarily respond to calls for illegal parking after being notified by Specialists. Specialists will assist in vehicle identification but are not primarily responsible for enforcement.

- Hunting, fishing, shell fishing, and trapping enforcement - Natural Resources Specialists will refer calls to PD when received. PD will continue to respond to call for service and notify EPOs if necessary.
- Off Highway Vehicle (OHV) enforcement - Natural Resources Specialists will refer calls to PD when received. PD plans to begin patrolling certain areas of town in 2023. PD will respond to calls for service and refer to EPOs for enforcement.
- Unleashed dogs, domestic animal complaints, or animal cruelty - Natural Resources Specialists will respond to calls to assist ACOs when operations allow but will leave the enforcement aspect to ACOs and/or PD when applicable. Such assistance shall be limited only to providing back up. Animal cruelty will be referred to PD and MSPCA for actions.
- Beach and pond violations - Seasonal staff will manage Wetland Protection Act and Conservation violations - ConCom will write enforcement letter and/or citations. Natural Resources Specialists will continue to conduct inspections and notify ConCom agent of violations. Natural Resources Specialists will assist in removal of physical alterations to conservation area. Take photos, trail cams, gather evidence etc.
- Willful destruction to Town property - Will assist in gathering evidence and refer to PD and EPOs.
- Dumping and littering on Town property - Continue to remove debris and issue citations in the manner provided for by law to violators if applicable

and at the discretion of the Natural Resources Specialist. Refer to PD when necessary.

- Graffiti or tagging on Town property - Report to PD, then remove graffiti.

State Law Enforcement Powers

Chapter & Section	Summary
c130	Marine Fisheries
c131	Inland Fisheries
c131a	Endangered Species
c90b	Recreational Vehicles & Vessels
c91	Waterways
c21 section 31b	Aquatic Nuisance Control
c242 section 7	Willful Trespass to Trees, Damage
c266 section 131	Willful Injury to a Fruit or Forest Tree
c270 section 16	Littering
c266 section 146	Unlawful Use of Dumpster
c265 section 32	Throwing or dropping glass on a public way, sideway or beach
c266 section 30	Larceny (addressing illegal tree cutting & selling of cord wood)
c266 section 126	Defacement of Natural Scenery
c266 section 126a	Defacement of Real or Personal Property
c266 section 126b	Tagging
c111 section 170	Willful Defilement of Spring or Water Source
c111 section 171	Willful Defilement of Water Supply
c266 section 120	Trespassing
c266 section 121a	Trespassing by Motor Vehicle
c272 section 80h-95	Animal Cruelty
c266 section 112	Malicious Killing or Injury to Domestic Animals
c140 section 136a-174f	Animal Protections
c266 section 47	Wrongful Removal of Collar: Dogs
c148 section 39	Illegal Possession & Exploding of Fireworks
c266 section 8	Injury by Fire; Negligent Use in Towns, Damages
c140 section 121-131	Firearms
CMR 320	Public Access Facilities
CMR 321	Hunting & Fishing
CMR 322	Shellfish
Session Law of 2012 c444	Aquatic Nuisance

Town of Plymouth Bylaw Enforcement Powers

Chapter & Section	Summary
18	Alcoholic Beverages
23	Animals

30	Beaches and Parks
77	Graffiti and Litter
81	Harbor
134	Ponds
157	Solid Waste
196	Wetlands Protection

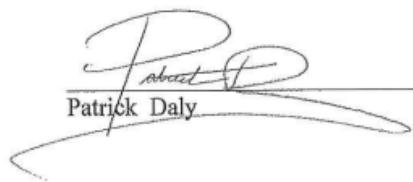
4. The remainder of the parties' agreement shall remain in full force and effect.

TOWN OF PLYMOUTH



Derek Brindisi, Town Manager

FOR THE UNION



Patrick Daly

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