

MEMORANDUM OF AGREEMENT
PLYMOUTH DISPATCHERS UNION, MASSCOP AFL-CIO
AND
TOWN OF PLYMOUTH

For two year Collective Bargaining Agreement dated July 1, 2016-June 30, 2018.

The following constitutes an Agreement between the parties, subject to ratification by the Association and Board of Selectmen, and appropriation by Town Meeting. The information in this Memorandum of Agreement shall be incorporated into the collective bargaining agreement between the parties, and be effective, as indicated in each item below.

1. Life Insurance increase to \$15,000 for active employees (not retirees). An active employee who selects life insurance will be required to pay 20% of the premium cost with the Town paying 80%. This will not be incorporated into the CBA and will be effective as soon as practicable.

2. Pay Date moves from Thursday to Friday and Direct Deposit. Add section E under Article XXVIII Classification Plan-Rates as follows and will be effective as soon as practicable:

E. Payroll will be direct deposited and available weekly by 10AM every Friday. Employees will receive an email advice of pay and will not receive a printed pay stub.

3. Modify Article XXVIII to reflect that the Union has agreed to convert to bi-weekly payroll with 90 days-notice, and after Town has secured the agreement of all other Town of Plymouth bargaining units. This will be incorporated into the CBA and will be effective as soon as practicable.

4. The parties have agreed to eliminate the practice of separate checks. This change will not be incorporated into the CBA, and all references to payment in separate checks. will be removed from the CBA and will be effective as soon as practicable.

5. The following language will be added to Article V Discipline and will be effective immediately:

The parties agree to remove notices of disciplinary action from the employee personnel file if no further infraction occurs within the stated period:

1) Notice of Oral Reprimand removed after one year;

- 2) Written Reprimands removed after three years;
- 3) One-day suspension removed after five years;
- 4) Two-day suspension removed after six years;
- 5) Three-day suspension removed after seven years.

However, the removal of notices of disciplinary action above will only apply to discipline that was received prior to July 1, 2017, or for alleged misconduct occurring prior to July 1, 2017. There will be no removal of discipline as described above for discipline issued after July 1, 2017 or for alleged misconduct occurring after July 1, 2017.

6. Management Rights. The following language will be added to Article XI Management Rights and will be effective immediately:

1. Employees must notify the Chief of Police of any appearance in court for both hearings and arraignments for any criminal or civil matter in which an employee is a defendant.

7. The Town and the Union will work to create a drug and alcohol policy.

8. Vacation. The following language will be added to Article XXI Vacation and will be effective immediately:

13. An employee requesting extended vacations (defined as longer than 2, 4-day rotations,) must have the approval of the Police Chief and the Town Manager. The Police Chief's and Town Manager's approval shall not be unreasonably denied. In the event that either the Police Chief or Town Manager does not approve a vacation request, a written explanation will be provided to the employee. The decision of the Town Manager is not grievable or arbitrable.

9. Bereavement. The following language change will be added to Article XXVI Bereavement Leave and will be effective immediately:

Emergency leave for up to ~~32~~ 34 scheduled work hours shall be allowed for death in an employee's immediate family (wife, husband, mother, father, child, brother or sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, and brother-in-law) ~~Eight (8) hours shall be allowed for less immediate family members.~~ Bereavement leave shall begin with the date of death unless other arrangements are made with the Chief.

10. The following language will be added to Article XXVII Health and Welfare Benefits:

For July 1, 2015 – June 30, 2018 see Public Employee Committee agreement attached as Appendix B.

11. Pay Increase. The following language will be added to Appendix A Classification and Pay Plan and will be effective as soon as practicable:

FY 16 (effective 7/1/15)	increase of 2.0% (previously agreed to by the parties and paid)
<u>FY 17 (effective 7/1/16)</u>	<u>increase of 2.5%</u>
<u>FY 18 (effective 7/1/17)</u>	<u>increase of 3.0%</u>

12. Change all references from "Collective Bargaining Relief Association" to "Plymouth Dispatchers ~~Association~~ ^{Association} ~~Union~~, MassCOP AFL-CIO" including, but not limited to the following:

Article II Association Dues and Agency Service Fees
Article IX Association Representatives
Article XXXIX Execution of Agreement

13. Night Shift Differential. The following language will be added to Article XIX Night Shift Differential and will be effective as indicated below and implemented as soon as practicable:

All dispatchers who are regularly assigned to work a shift between the hours of 3:30 PM and 8:00 AM shall be paid additional compensation in the amount of 2 ½ % of the dispatcher's annual base salary. Effective July 1, 2017 the differential will increase to 4½%. -Effective June 30, 2018 the differential will increase to 6%.

14. Longevity. The following language change will be added to Article XXV Longevity and will be effective July 1, 2016 and paid as soon as practicable following approval by Fall Town Meeting.

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

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$ 50.00 <u>100.00</u>
10 years	\$100.00 <u>150.00</u>
15 years	\$150.00 <u>200.00</u>
20 years	\$200.00 <u>250.00</u>
25 years	\$250.00 <u>300.00</u>
<u>30 years</u>	<u>\$500.00</u>

Those employees eligible for longevity shall receive their longevity pay ~~in a separate check~~ during the last pay period of November. Those employees who complete five, ten, fifteen, twenty, or twenty-five

or thirty years of service in a given calendar year will be eligible for the respective amount in the calendar year they complete said number of years of service.

15. Senior Step. The following language will be added to Article XXVIII Classification Plan-Rates and will be effective as soon as practicable following approval of Fall Town Meeting:

Effective July 1, 2016 a 2% "Senior Step" will be added to the existing wage scale. Employees are eligible for the Senior Step if they have completed seven years of service with the Town of Plymouth AND they are maxed out in the existing wage scale.

16. Holidays. The following language change will be added to Article XXII Holidays and effective immediately:

The following days shall be recognized as legal holidays:

Christmas Day	New Year's Day
Columbus Day	Patriot's Day
Independence Day	Thanksgiving Day
Labor Day	<u>Day After Thanksgiving</u>
Veteran's Day	Martin Luther King Day
Washington's Birthday	Memorial Day

17. Deferred Compensation. The following article will be added to the CBA and effective as soon as practicable following approval by Fall Town Meeting:

ARTICLE XXXVIII
DEFERRED COMPENSATION

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

18. Clothing Allowance. As the clothing allowance for FY18 has been paid to the Union members, the Chief of Police will provide the members with instructions to purchase their new uniforms for FY18 using the allowance paid. Annually thereafter bargaining unit members will continue to receive the \$450 clothing allowance. The above will not be incorporated into the CBA and will be implemented as soon as practicable.

Signed on: 056 / 04 / 2017

On behalf of the Town:

On behalf of the Union:

[Signature]

Scott McDaniel

[Signature]

[Signature]

[Signature]

Mark Bunker

Eulagh M. O'Keefe

[Signature]

Beth Cannon

Kevin Fox

Corann Derrin

[Signature]