

AGREEMENT  
BETWEEN  
THE TOWN OF PLYMOUTH  
AND  
THE SECRETARIAL-CLERICAL WORKERS  
LOCAL 888  
**FROM JULY 1, 2006 – JUNE 30, 2009**

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## ARTICLE I

### RECOGNITION AND BARGAINING UNIT

The employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all regular full-time and regular part-time secretarial/clerical employees of the Town of Plymouth excluding substitute employees, temporary employees excluding the Census Clerk which position is covered under a separate agreement attached hereto, employees whose salaries are funded with federal or state grants, the Assistant Tax Collector, the Assistant Town Clerk, the Assistant Town Treasurer, the Administrative Secretary to the Human Resources Director, Administrative Secretary to the Finance Committee, the Administrative Assistant to the Board of Selectmen, and all other managerial and confidential employees and all other employees of the Town of Plymouth.

The following contract by and between respectively, the Town of Plymouth, hereinafter referred to as the "TOWN" and the SECRETARIAL-CLERICAL UNION, LOCAL 888, hereinafter referred to as the "UNION", is designed to maintain and promote a harmonious relationship between the Town of Plymouth and such of its employees who are within the provisions of this contract; in order to establish an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours, and other conditions of employment.

## **ARTICLE II**

### **VACANCIES AND NEW POSITIONS**

Whenever any vacancy occurs in a bargaining unit position and it is determined by the Town that it shall be filled or in the event that a new bargaining unit position is created, the following procedure will be followed:

A copy of the vacancy announcement will be provided to the Union.

Notice of vacancies shall set forth the minimum qualifications for the position, a description of the duties of the position, the rate of compensation, and the final date for filing applications.

The applicants will provide all material they believe pertinent to supporting their application. Vacancies will be advertised publicly concurrent with the internal posting. Bargaining unit applications will be considered before external applicants.

All bargaining unit applicants who possess the minimum qualifications stated in the job description will be interviewed.

Within a reasonable period of time to allow for reviewing applications and conducting interviews, the Department Head will notify the Town Manager which applicant is being recommended for appointment. When two (2) or more of the qualified personnel are Town employees and all have the same qualifications, the senior employee shall be selected. The Town Manager will make the final decision.

When a selection is made, the Union will be furnished the name of the successful applicant.

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. These acting appointments shall not exceed thirty (30) days.

In the event a newly hired employee resigns less than thirty (30) days after assuming his/her duties, an alternate applicant may be appointed by the Town Manager or his/her designee for hire without reposting the position as vacant, providing the alternate appointment is made from applicants of the original posting.

Employees will be furnished with their official job description upon request.

An employee assigned to a higher pay position within the bargaining unit for more than two (2) weeks shall receive the pay of that position.

An employee who is promoted will be placed in the step of grade to which promoted that will assure no loss of pay and with a guarantee of at least a one hundred dollar (\$100.00) annual increment.

The Town will discuss contemplated changes in any Town Department with the Union.

The successful applicant from within the bargaining unit shall be given a thirty (30) day trial period in the new position at the applicable rate of pay. If at any time during the trial period, the employer determines that the employee is not qualified to perform his/her work, he/she shall be returned to his/her old position and rate of pay. A bargaining unit member who bids into a different position may not bid out of that position to a lateral or lower position for at least one year unless agreed by both parties.

All employees who are new to this bargaining unit shall be considered as probationary employees. They shall remain as probationary employees for three (3) calendar months. During probation, employees may be discharged without cause and shall not be able to grieve any discharge.

## ARTICLE III

### GRIEVANCE AND ARBITRATION PROCEDURES

A grievance shall be defined as a dispute between the parties of this agreement involving an alleged specific and direct violation of the expressed language of a specific provision of this agreement.

All grievances shall be filed on the form attached hereto.

Failure to file the grievance within nine (9) calendar days from the date of the occurrence of the alleged violation shall cause the grievance to be waived. Any grievance in course shall also be deemed to have been waived if the action required by the Union or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore. Failure of the employer and its agents to respond within the time limits specified herein shall constitute a denial of the grievance, and the grievance may be forwarded to the next step.

Step 1. The Union steward and/or representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the department head within nine (9) calendar days of the date of grievance. The department head shall respond in seven (7) calendar days with a date for the hearing and the hearing must be held within twelve (12) calendar days of the date when the grievance was filed. Following the hearing, the department head will render a decision within seven (7) calendar days.

Step 2. If the grievance has not been settled, it shall be presented to the Town Manager within seven (7) calendar days after the Department Head's response is due. The Town Manager shall respond in writing to the Union within seven (7) calendar days with a proposed hearing day and time. Such hearing will be held within twenty-two (22) calendar days after presentation to the Town Manager unless (s)/he has requested an extension from the Union in order to further investigate. In the event that the Town has a grievance against the Union and/or any member of the Bargaining Unit, the grievance will commence at Step 3. The Town will notify the Union in writing relative to the alleged grievance. Within seven (7) calendar days after receiving the written grievance, the President and his/her designee will meet with the Town Manager for the purpose of discussing and/or resolving the grievance.

Step 3. If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Town Manager is due, by written notice to the other, request arbitration by the American Arbitration Association or Massachusetts Board of Conciliation and Arbitration, the choice to be by mutual consent in accordance with its labor arbitration rules then in effect.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in the Article and that were processed timely. The function of the Arbitrator is to

determine the interpretation, meaning, or application of specific provisions of this Agreement not excluded from arbitration. The Arbitrator will be without power or authority to make a decision or an award which violates the statutory or common law of the Commonwealth or an award which requires the commission of an act prohibited by law or which violates or would cause the employer to violate a rule, regulation or decision issued under the authority of the Commonwealth of Massachusetts or of the United States, or an award which violates any of the specific terms and conditions of this Agreement, or an award which adds to, modifies, or subtracts from the provisions of this Agreement. The Arbitrator will be without power or authority to hold hearing or render an award of decision concerning any matter which has been specifically excluded from the grievance and the arbitration procedure under this Agreement. The decision of the Arbitrator shall be final and binding upon the parties except that the Arbitrator shall not recommend a right of relief for any period of time prior to the effective date of this Agreement. Nothing in this section shall limit the Union's right to process grievances arising under an Agreement in effect immediately prior to the effective date of this Agreement, so long as the time limits set out in that prior Agreement have been satisfied. The decision of the Arbitrator may be reviewed or confirmed as is provided by M.G.L. C. 150C. The arbitrator shall not substitute his judgement for decisions of the Town or its agents when they are made pursuant to their reserved rights or their authority under the law. The arbitrator shall not consider any issues or claims for relief which have not been submitted during the grievance procedure. In a matter involving the discipline of an employee the severity of the discipline may not be modified.

If the Town grievance has not been resolved after twelve (12) calendar days following the initial meeting between the parties, then the Town may within the subsequent twelve (12) calendar days give a written notice to the Union of the Town's intent to file for arbitration. If the grievance still remains unresolved, the Town may file for arbitration within twelve (12) calendar days following the Town's giving notice to the Union.

Any of the time limits outlined in this agreement may be changed at any time by mutual agreement of the parties, in writing.

LOCAL 888 GRIEVANCE COMPLAINT FORM  
(See attached)

## **ARTICLE IV**

### **SENIORITY**

Section 1. Seniority shall commence from the date of continuous full time employment within the bargaining unit with the Town of Plymouth.

Section 2. Seniority will not be broken by vacations, sick time or authorized leave of absence. Seniority will not accrue when an employee is on a leave of absence without pay. Upon a return from a leave absence, the employee's seniority shall be restored.

Section 3. Any employee whose employment has included both part-time and full-time service shall receive pro-rated credit towards seniority for the purpose of promotions and job bidding.

## **ARTICLE V**

### **HEALTH AND WELFARE BENEFITS**

Members of this group shall pay twenty percent of the cost of Group Health Insurance. If any other changes in Health and Welfare insurance occur on a federal, state, county or local level, the parties agree to reopen negotiations.

The parties further agree that any employee who discontinues participation in the health insurance plan as a family member will receive an incentive payment of \$200 a year for a maximum of 5 years. Any employee who either changes insurance coverage from family to individual status or discontinues participation as an individual member will receive an incentive payment of \$100 per year for a maximum of 5 years.

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 special 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 long 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 to 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 the 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.

The Town shall make available the same health insurance plans and benefits, including co-pays, to this bargaining unit's members, as are provided to other employees of the Town. In addition, it is understood and agreed that the Town shall have the right to change carriers, provided that it maintains substantially equivalent overall coverage, in any and all health insurance plans for which it contracts, to that available at the time this contract was executed.

## **ARTICLE VI**

### **HOLIDAYS**

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

New Years Day	Martin Luther King's Birthday	Patriots Day
Washington's Birthday	Independence Day	Memorial Day
Columbus Day	Labor Day	Thanksgiving Day
Veterans Day	Christmas Day	Day after Thanksgiving

In addition to the above, all employees shall be entitled to either the workday before Thanksgiving, the day before or after Christmas or the day before or after New Years. Such days should be rotated among employees as in past practices, but no employee shall receive more than one day under the provisions of this paragraph.

## **ARTICLE VII**

### **WORK WEEK**

The full time work week for the Secretarial/Clerical employees shall consist of 37 1/2 hours per week. The normal hours of duty shall be from Monday through Friday, 8:00 a.m. to 4:30 p.m., with one hour off for lunch except in cases where a 40-hour week is the required work week due to unusual circumstances. In some departments, employees may be scheduled to begin the work day earlier or later depending on the needs of the department/division.

Each full-time employee is entitled to two (2) fifteen (15) minute breaks throughout the day which can be combined and taken at one time or broken into smaller segments, as determined between his/her supervisor.

## **ARTICLE VIII**

### **OVERTIME**

Employees may be required to work a reasonable amount of overtime as a condition of their employment. Time and one-half will be paid for all hours of work in excess of eight (8) hours per day or forty (40) hours per week. Part-time employees will receive overtime/compensatory time for hours worked in excess of forty (40) hours in a week. The only exception to the rule is the selling of beach and dump stickers. Over time will be paid at time and a half for all hours worked.

Employees who are required to attend meetings outside normal work hours as a condition of their employment shall be paid overtime. All full-time employees who worked their regular hours on a day on which a meeting occurs will be guaranteed a minimum of one (1) hour at time and one half (1 ½) for night meetings, call backs and special assignments.

Compensatory time off, in lieu of overtime compensation is generally regulated by the provisions of the Fair Labor Standards Act. Compensatory time must be scheduled in the same manner as vacations are scheduled so as not to interfere with the normal operations of the Department.

Employees may be permitted to choose compensatory time in lieu of overtime pay at the discretion of the department head. Employees may earn up to 37.5 hours of compensatory time (twenty-five hours of overtime worked at time and one-half) per fiscal year.

Overtime will be offered first to employees who normally perform the duties during the course of their work first in the Division where the work normally occurs, then in other Divisions that do that type of work, then to all the Union by seniority. If there is insufficient response, the overtime will then be offered to qualified employees in the bargaining unit, by seniority. If the response is still insufficient, employees within the Division or Department that needs to have the overtime work performed, will be required to work the overtime, by inverse seniority.

Overtime shall be equally and impartially distributed among the qualified bargaining unit employees within each Division or Department, which ever term is applicable to the work place.

**ARTICLE IX**

**JURY DUTY**

Employees shall receive the difference between jury pay and the employee's full weekly wage when on Jury Duty. This will include the Jury Pay, but not mileage or meal pay.

**ARTICLE X**

**AGREEMENTS**

The employer agrees that it will not enter into any individual or collective agreement with any member of the bargaining unit or with any employee covered by this agreement which is contrary to this agreement.

## **ARTICLE XI**

### **DURATION CLAUSE**

This agreement will be effective July 1, 2006 and will continue to remain in full force and effect to and including June 30, 2009 and shall thereafter automatically renew itself for terms of one (1) year unless by December 1 of the year prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract or amendment thereto.

The party desiring to negotiate a new contract or amendment shall inform in writing any changes sought in such negotiations. Upon receipt of this notice, the parties agree to meet for the purpose of negotiating a new or amended agreement. In the event neither party desire to negotiate a new contract and one has not been agreed upon by June 30, 2009, this contract may be extended by mutual written agreement.

## **ARTICLE XII**

### **NON-DISCRIMINATION FOR UNION ACTIVITIES**

The Town of Plymouth agrees not to discharge or discriminate in any way against the employees under this agreement or bargaining committee members for their Association activities. Two union officers may, when necessary, conduct Union business during working hours with no loss of pay.

The employer 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.

**ARTICLE XIII**

**SALARIES**

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

FY 07 (effective 7/1/06)	increase of 3%
FY 08 (effective 7/1/07)	increase of 3%
FY 09 (effective 7/1/08)	increase of 3%

See Appendix "A"

All the financial provisions of the Agreement, including wages and other economic fringe benefits are subject to Town Meeting funding on an annual basis. In the event that the Town Meeting shall reduce the budget which has been submitted by the Selectmen for its approval, or if it fails to approve requests for appropriation to fund provisions or amendments to this Agreement, then the parties agree to renegotiate the economic provisions of this Agreement.

Step raises will be granted in succeeding years on July 1. Any employee who has worked in pay grade for less than thirty (30) weeks before July 1 of a year will be eligible for a step raise on the following January 1 and subsequent anniversaries of January 1. Otherwise all step raises for new or promoted employees shall be on July 1.

## **ARTICLE XIV**

### **REDUCTION IN FORCE**

In the event of a reduction in force, lay off or abolition of positions all temporary employees will be released prior to any lay off within the bargaining unit. Lay off shall be in inverse order of hiring within the bargaining unit. Laid off employees having seniority shall have the right to bump other bargaining unit employees in the same or lower classification having less seniority, provided they are qualified. Employees must exercise the first opportunity to bump and must be willing to work the hours and schedule of the employee bumped or laid-off. A priority re-employment register will be established by seniority for those employees separated. Recall will be made by seniority. The laid-off employees shall have recall rights for a period of two (2) years.

## ARTICLE XV

### PERSONAL LEAVE

In any fiscal year, an employee shall be granted 22.5 hours (24 hours for those who work 40 hours per week) of paid leave to conduct personal business under the following conditions:

- a. Personal leave may be taken in either full or half day allotments.
- b. Application for personal leave will be made to the Department Head or his/her designee in writing and will be made at least twenty-four (24) hours before taking such leave (except in cases of emergency). Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in an emergency situation, permission is sought and granted orally, such permission must be confirmed. Under no circumstances may a day be taken for the purpose of extending a vacation or holiday.
- c. Eligible employees shall be entitled to take 24 hours of leave in addition to the 12 weeks of leave allowed by the Family and Medical Leave Act for certain reasons such as parent teacher conferences and taking children and elderly relatives to routine medical appointments as provided by the "Small Necessities Leave Act". An employee is required to use appropriate accrued leave before going on unpaid status.

## **ARTICLE XVI**

### **BEREAVEMENT LEAVE**

Emergency leave of up to 30 hours (32 for employees who work a 40 hour week) 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 or sister-in-law, significant other, or a member of the household or 7 ½ hours (8 hrs for employees who work a 40 hour week) for less immediate family members. This 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 from the Town Manager or his/her designee. Such request will not be unreasonably denied.

**ARTICLE XVII**

**VACATION LEAVE**

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

1. A. Vacation accrual is determined by using the **HIRE DATE** regardless of part-time or full-time status.  
B. A prorated date will be determined for the purpose of promotion and job bidding only.
2. An employee will begin accruing vacation on a weekly basis immediately upon employment according to the chart below. Weekly accrual rate will increase on anniversary dates. A new employee may begin taking accrued vacation at 6 month anniversary of employment.

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

3. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which has not been granted. In addition, payment shall be made for the portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

4. Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault of or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and or granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces up to the time of the employee's separation from the payroll.
5. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons are provided for under other leave, may at the discretion of the Department Head, be charged off as vacation leave.
6. An employee, unless receiving pay for such a day or date under the provisions of Section 17A, Chapter 147 of Section 57A of Chapter 48 of the General Laws shall be granted an additional day of vacation if, while on vacation leave a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.
7. In unusual circumstances, exceptions may be granted by the Town Manager upon recommendation of the department heads. Such vacation shall be granted by the head of the respective department for the Town at such time as is in his/her performance of the regular work of the Town.
8. An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without the approval of the Department Head and the Town Manager or his/her designee.
9. Employees shall not earn or accrue vacation time while they are on a leave of absence without pay. During each year in which an employee is on a leave of absence, his/her vacation entitlement shall be pro-rated based upon the amount of time he/she has worked during the year.
10. A full-time employee may accrue up to a maximum of 187.50 hours (25 days) of vacation leave. When that maximum is reached, there will be no further accrual of vacation hours until some vacation hours are used. Each employee is required to manage their vacation leave.
11. The maximum accrual for part-time employees will be pro-rated using the standard hours of the employee's work week.  
Example: 15 hrs/week 15 X 100 divided by 37.5 = 40%  
187.50 (FT max) X 40% = 75 hours max for part-time employee.
12. Use and accrual of leave will be posted on a weekly basis on each employee's attendance record. These records are available in each division, department and the Human Resources Office.

## **ARTICLE XVIII**

### **SICK LEAVE**

- A. An employee in continuous employment shall be allowed the equivalent number of hours to equal one and one-quarter (1 1/4) days leave with pay for each month thereof provided such sick leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties.
- B. The parties agree to the use of no more than 5 days of sick leave per year for mother, father, spouse, significant other, child, grandparent, grandchild, sibling or the immediate household.
- C. An employee in continuous employment shall be credited with the unused portion of leave granted under sub-section A up to a maximum of 1,500 hours (1,350 for those employees who receive the long term disability benefit)
- D. In cases where the Department Head has reason to suspect that an employee is abusing the sick leave provided for in this Article or in cases of excessive absenteeism or an unusual pattern of absences (including absences prior to or following a holiday, vacation period, weekend or leave) the employee will be given a verbal warning. Following the next instance of said abuse or pattern of abuse; the Department Head shall notify the employee in writing. The Department Head may then require a medical examination of the employee. This examination shall be at the expense of the Town by a physician appointed by the Town Manager. Such employees may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. The Town shall pay for such medical certificates. During such absences no salary or wage shall accrue to such employee except during periods of authorized leave in accordance with this Article. This requirement will be reviewed with the employee at least once in each six (6) months period. If a determination is made that the employee's sick leave record has improved to the extent that a medical certificate is no longer required for absences of less than three (3) day's duration, the employee shall be so advised in writing. It shall be stipulated that should the employee require no further counseling relative to sick leave usage during the ensuing year, the previous notice requiring the employee to submit a medical certificate in substantiation of each absence due to claimed illness, regardless of duration, will be withdrawn from his official Personnel folder. Should a determination be made that the employee's record has not improved, he will be so advised in writing.
- E. Employees may also be required to furnish medical certificates to substantiate requests for sick leave when such leave exceeds five (5) consecutive work days.
- F. The Town and the Union agree that the maintenance of good health and physical fitness is important to the successful performance of all duties and functions of the employees. Employees may be required to complete a physical examination to be paid by the Town. The medical information will remain private between the Doctor and the patient. Employees are expected to be at work on a regular, continuing and

consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements. Any employee who exceeds the average number of separate times out may be considered excessively absent, and in addition, any employee who uses all of his/her annual sick leave in any year may also be considered to be excessively absent. The employer reserves the right to record employee absenteeism from the workplace regardless of its cause. Excessive absenteeism or patterns of absenteeism in the use of sick leave may warrant the implementation of disciplinary action.

- G. Sick leave must be authorized by the Department Head and must be reported on forms provided at the end of each week.
- H. Payments made under the provisions of this Article shall be limited with respect to an employee receiving compensation to the difference between the amount paid in Workmen's Compensation payments and the employee's regular rate.
- I. In the event of payments made to an employee under the proceeding sub-section, the Board may debit the employee's sick leave accrual by such amounts as it determines to be equitable in relation to such payments.
- J. If the amount of sick leave credit provided under sub-section B has been or is about to be exhausted, then an employee may make application for advanced sick leave. Such application shall be made to the Town Manager which is authorized to grant such advanced sick leave allowances as he/she may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request.
- K. The Town agrees that it shall pay to the employee upon his voluntary retirement or upon the death of said employee to this named beneficiary Twenty-five dollars (\$25.00) for each 7 ½ (or 8) hours of accumulated unused sick leave remaining in the account of said employee for fifty (50%) percent of the total hours of said accumulated sick leave, up to a maximum payment of twenty-five hundred (\$2,500.00) dollars. In order to be eligible for this benefit said employee must have been employed as a member of this bargaining unit for ten (10) years or more. Employees who accept the Town's long term disability insurance option will not be eligible for this buyback plan.
- L. The Town agrees to grant one (1) day of compensatory time to full-time and part-time employees who do not use a sick leave day or any part of a sick leave day in a six month period. This benefit will begin July 1, 2006. This benefit shall be prorated for part-timers in proportion to the number of hours worked each week as it bears to thirty-seven and one half (37 ½) hours.

## ARTICLE XIX

### PREGNANCY-MATERNITY LEAVE

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

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

Option B - Unpaid Massachusetts Statutory Maternity Leave (M.G.L., Chapter 149, section 105D) with guarantee of sick leave benefits for certified disability for childbirth and recovery there from during the period of this leave.

4. The provisions of Option A are as follows:
  - a. The maximum length of such leave will not extend beyond six (6) months from the cessation of work by the employee. The employee shall be restored to her original position with the same status, pay, length of service, credit, and seniority, wherever applicable, as of the date of her leave.
  - b. An employee may continue to work so long as her physician certifies that she is able to do so, however, the leave without pay shall commence with cessation of actual work.
  - c. Any extension of maternity leave must be requested in writing from the employee to the Town Manager. The Town Manager may grant extended leave based upon specific conditions of the request.
5. The provisions of Option B are as follows:
  - a. An employee who has been employed for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a

period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called "Maternity Leave" and who shall give at least two (2) weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her original position with same status, pay, applicable, as of the date of her leave.

6. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any other kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on maternity leave, except as provided in this Article.
7. The Union recognizes that any employee hired to cover maternity leave will remain a temporary employee for the duration of the maternity leave and that the employee does not become a permanent employee of the town. If the employee on maternity leave does not return to work, the vacancy will be posted and filled in accordance with Article II.
8. An employee on Family Medical Leave with a certified disability must use the time they have accumulated to such point (sick leave to be used first, followed by vacation leave) concurrently with the Family Medical Leave.
  - a. Accrued sick leave may be used only during the certified disability (sick leave may be used at once or spread out over the certified disability).
  - b. Once accrued sick leave has been exhausted, vacation leave must be used. Vacation leave may be spread out over the remaining Family Medical Leave.
  - c. The use of sick leave is not permitted for Family Medical Leave without a certified disability. Vacation leave may be used in this instance.

## ARTICLE XX

### FAMILY AND MEDICAL LEAVE

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

Family and Medical Leave may be taken only for the following reasons:

1. the birth, placement for adoption, or foster care of a child;
2. the serious health condition of a spouse, child, or parent or,
3. the employee's own serious health condition.

All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve-month period under the following definitions and procedures.

1. Eligible Employees: An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave. Eligible part-time employee's leave will be prorated.
2. Twelve-month period: A rolling period measured backward from the date an employee uses any Family Medical Leave.
3. Accrued Leave: An employee is required to use appropriate accrued leave before going on unpaid status.
4. Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:
  - a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility; or
  - b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;
  - c) or continuing treatment by a health care provider for a chronic or long-term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.
5. Health Care Provider: A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined

by the Secretary of Labor, or others capable of providing health care services as defined by the Department of Labor Family and Medical Leave Act rules.

6. Intermittent Leave/  
Reduced Leave  
Schedule:

Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re-occurring periods of leave.

7. Workers'  
Compensation:

An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from earned time and, if after five days of earned time used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

All other provisions of the Family and Medical Leave Act will apply. The 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.

## **ARTICLE XXI**

### **DUES WITHHOLDING**

1. The Town agrees to withhold dues from the members of the Union weekly and submit a check to Gail Nicholson, Secretary-Treasurer, Service Employees International Union, Local 888, CTW-CLC, The Schrafft Center, 529 Main Street, Charlestown, MA 02129.
2. The Union shall submit authorization forms to Human Resources for each member who requests payroll deduction of dues.
3. Any member of the bargaining unit who chooses not to become a member of the union shall be required to pay an Agency Service Fee as a condition of employment. Such fee shall not be greater than the regular Union dues, and shall be deducted and transmitted in accordance with this Article.
4. Any part-time employee who works less than 22.5 hours per week shall pay a reduced rate of dues.

## **ARTICLE XXII**

### **PART-TIME BENEFITS**

Part-time employees in the bargaining unit shall receive the benefits listed below on a pro-rata basis. An employee's share of a benefit shall bear the same relationship to the total benefits as the employee's average work week bears to a full-time work week. Benefits are pro-rated on the number of hours worked, not the number of days worked per week. Employees who work less than twenty (20) hours per week do not receive insurance coverage. Retirement benefits are mandatory for any permanent regularly scheduled employee who earns at least \$200.00 a year regardless of the number of hours worked.

1. Vacation
2. Sick Leave
3. Holidays
4. Bereavement Leave
5. Maternity Leave
6. Jury duty
7. Personal Leave

## **ARTICLE XXIII**

### **WAIVER OF BARGAINING**

1. The provisions of this agreement are subject to budgetary appropriation, approval and funding by the town of Plymouth, Town Meeting.
2. The parties acknowledge that during negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or 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, are set forth in this Agreement.

Therefore, the Town and the Union, for the duration of the term of this Agreement, or any extension thereof, each voluntarily waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

Any prior employment practices, including written memoranda, or agreements, shall not be enforceable by the union in the grievance and arbitration procedure of this contract, upon the effective date of this Agreement, except for those matters that are specifically written into this Agreement, or if contained in an external document, they are continued by specific written mutual consent of the Town Manager and the Union.

It is agreed that the above language will not go into effect until February 1, 2007. During the interim period the Union and the Town agree to identify prior employment practices, including written memoranda, or agreements and include such practices, memoranda, and agreements in the contract or in a side letter of agreement.

## **ARTICLE XXIV**

### **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:

A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the town.

B. To establish or continue policies, practices and procedures for the conduct of the town business, and from time to time, 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 notice of such changes.

C. To select and determine the number and types of employees required to perform the Town's operations. The right to hire, promote, lay-off, transfer, assign, discipline, or discharge for just cause.

D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. To determine and maintain standards of performance and productivity.

E. To determine the schedule and hours of duty and the assignment of employees to work, which shall not be inconsistent with the terms and provisions of the collective bargaining agreement.

F. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

G. To require from each employee the efficient utilization of his service.

H. To determine assignments of work and works tasks, and to discontinue processes or operations or to discontinue their performance by employees.

I. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

J. To require reasonable overtime from the 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 for the town.

K. To determine the quality of job performance and the qualifications for positions of employees.

L. To establish, continue and/or change policies and/or regulation pertaining to standards for hiring of employees and the continuation and enforcement of such policies during the term of employment.

## **ARTICLE XXV**

### **NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow-down or withholding of services as these terms are defined in M.G.L. Chapter 150E. 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.

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 forthwith shall 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.

## **ARTICLE XXVI**

### **SEPARABILITY**

If any Article or Section of the Agreement or any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction; or if compliance with for 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 thereon, to 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 XXVII**

### **STABILITY OF AGREEMENT**

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Failure of the Town or the Union to insist in any one or more situations, upon performance of any terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the town or of the Union to future performance of any such terms or provisions, and the obligations of the Union and the Town to such performance shall continue.

## **ARTICLE XXVIII**

### **DEFERRED COMPENSATION**

1. Any person covered by the contract (part-time or full-time employee) is eligible to participate.
2. The Town will match 15% of the employee's weekly contribution up to the maximum annual contribution allowed by the IRS.
3. Yearly contributions cannot exceed 25% of your "normal compensation". Normal compensation equals gross earnings less mandatory retirement contributions.

## **ARTICLE XXIX**

### **UNION REPRESENTATIVES**

Time off without loss of pay shall be granted to up to five (5) union members for the purpose of negotiations with the Town. The President of Local 888 shall be permitted to attend all negotiation sessions pertaining to Local 888 without loss of pay. Prior to the first collective bargaining session, the union will furnish the Town with a list of members of the negotiating committee.

Two union officers may, when determined to be necessary by the Union and the Town conduct Union business during working hours with no loss of pay with specific permission of the Department Head, Town Manager, or his/her designee. Such permission shall not be unreasonably denied.

## **ARTICLE XXX**

### **MILITARY LEAVE**

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. Employees will receive the difference between their regular wages and military pay if their wages are higher. Employees are required to take a leave of absence without pay or may elect to use vacation time.

Employees in any U.S. military reserve unit, who is called to active service (not annual training), shall be paid in accordance with Federal and State statutes, and in accordance with Town of Plymouth policy.

## **ARTICLE XXXI**

### **TEMPORARY TRANSFERS**

Employees in this bargaining unit are classified as C-1, C-2, C-3, C-4, or C-5. Employees who are employed and/or working in one department in one of those classifications, may be temporarily transferred to fill a vacancy in another department, or to supplement a department due to work load requirement, by the Town Manager for a period not to exceed thirty (30) days, unless other arrangements are made between the Town and the Union. The Union will be notified of such transfers. The Town may request one thirty (30) day extension of an employee's temporary transfer.

**ARTICLE XXXII**

**APPROVED STATUS**

Any employee who is absent from work for more than forty-eight (48) hours, and who has exhausted all paid benefit(s) under this Agreement, and who has not received authorization from the Town Manager for a leave of absence, will, after notification of said matter, be considered to have resigned.

## **ARTICLE XXXIV**

### **LABOR-MANAGEMENT COMMITTEE**

A labor-management committee consisting of the Town Manager and/or his/her designee and two (2) officers from the bargaining unit shall meet quarterly or as otherwise scheduled by mutual agreement. The Committee shall meet during regular business hours to discuss and act on matters of mutual benefit, which may include discussion relating to the creation of job descriptions and reclassifications, and the meeting shall not be used for contract negotiations or processing of formal grievances.

## **ARTICLE XXXV**

### **COPE**

The Town will honor voluntary contribution deduction authorizations from employees in the bargaining unit for political contributions to SEIU COPE. The employer will promptly deduct the authorized amount from the individual's employee's paycheck and promptly remit those sums to SEIU, Local 888 along with a list of employees who have had amounts deducted for each of those employees.

## **ARTICLE XXXVI**

### **TUITION REIMBURSEMENT**

Employees may receive reimbursement for one hundred (100%) per cent of the costs of courses/seminars/education which are related to the employees current position, with approval of the Town Manager. The employer shall provide funds for this purpose in the amount of \$5,000.00 annually, provided there shall be a cap of \$500.00 per employee per year.

## **ARTICLE XXXVII**

### **RE-OPENERS**

If any other bargaining unit of the Town of Plymouth receives a greater percentage wage increase than that given the employees represented by the SEIU Local 888, upon request of the Union, the Town agrees to reopen negotiations. This article shall not apply when a greater percentage wage increase is awarded as the result of an arbitrator's decision.

## ARTICLE XXXVIII

### TEMPORARY CENSUS TAKER

NOW COME the Town of Plymouth (hereinafter “the Town”) and SEIU, Local 888 (hereinafter “the Union”) and hereby memorialize an agreement on the temporary position of census taker in the Town Clerk’s office as set forth below.

1. The parties acknowledge that the position of Census Taker is unique among the Town’s employees. The position will continue to be filled on a temporary, full, or part-time basis based solely on the census work load. The Town may, at its sole discretion, determine when the position shall begin and end.
2. Notwithstanding the express language in Article I of the parties’ collective bargaining agreement excluding temporary employees from the bargaining unit, the Town agrees to recognize the position of Census Taker as part of the Union’s bargaining unit subject to the express understanding that only the articles identified in paragraph three below will apply to this position.
3. The parties agree that only Articles III, X, XI, XII, XIII, XIV, XX, XXI, XXIII, XXIV, XXV, XXVI, XXVII, XXX, XXXII, and VI-prorated of the collective bargaining agreement shall apply to any individual(s) employed as a Census Taker. Any individual(s) employed as a Census Taker shall not be eligible for any other benefits that full or part-time employees receive under the terms of the parties’ collective bargaining agreement.
4. This Agreement is not and shall not be construed as an admission or assignment of fault, wrongdoing, or violation of any contractual or other provisions, promises, or obligations.
5. The Union and the Town agree that this Agreement shall be without precedent and shall not be introduced into evidence in any future proceeding involving the parties to this Agreement.

**EXECUTION OF AGREEMENT**

Witness these hands and seal of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the Town of Plymouth Secretarial-Clerical Union, Local 888, SEIU.

LOCAL 888, SEIU

TOWN OF PLYMOUTH

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