

AGREEMENT BETWEEN THE  
TOWN OF PLYMOUTH, MASSACHUSETTS  
DISPATCHERS  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO, STATE COUNCIL 93, LOCAL 2824  
**FROM JULY 1, 2006 – JUNE 30, 2009**

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## **PREAMBLE**

The Town and the Union recognize that their prime purpose in the continuous upkeep and operation of the highest possible quality of the Dispatchers employed by the Town of Plymouth for the benefit of the citizens of the Town. The employer and the Union recognize that it is their common responsibility to carry out this goal by making the most effective use of the funds provided by the taxpayers. This requires each employee to perform his/her responsibilities in a professional manner to provide performance of the highest quality. The Employer and the Union further realize that the expenditure of funds by the Employer is primarily to further the goals as stated herein and that the Employer and its administrative and professional staff are required to subordinate the use of these funds to this end in interpreting the terms of this Agreement.

**ARTICLE I**

**RECOGNITION**

The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time and part-time (twenty hours minimum per week) civilian dispatchers employed by the Town of Plymouth, excluding clerical employees, police officers, the Chief of Police, Library employees, DPW employees, managerial and confidential employees and all other employees of the Town of Plymouth.

**ARTICLE II**

**UNION DUES AND AGENCY SERVICE FEES**

A. Employees shall tender the monthly membership dues by signing the authorization of dues form. During the life of this Agreement, and in accordance with the terms of the form of authorization of check-off dues levied in accordance with the constitution of the Union, the Town shall deduct said amounts from the pay of each employee who executed or has executed such form, and shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 15th day of the succeeding month, provided that the Town Treasurer is satisfied with such evidence as he may require that the Treasurer of the Union has given to the Union a bond in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: \_\_\_\_\_  
Last Name                      First Name                      Middle Name

To: \_\_\_\_\_  
Employer                      Department

Effective: \_\_\_\_\_  
Date

I hereby request and authorize you to deduct from my earnings, (once) each (month) the amount established by the Union as dues. This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless a written order of revocation is given by me to you and to the Union ten (10) days prior to the expiration of the anniversary of signing of this card or the termination of this agreement (whichever occurs first).

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

In consideration of this agreement the Union agrees to hold the Town harmless from any liability, civil or criminal, which may arise out of the implementation of this Article.

B. Any member of the bargaining unit who is not a member of Local 2824 shall, as a condition of employment during the life of this collective bargaining agreement, pay an agency service fee to the Local in an amount that is equal to the amount that is required to become a member and remain a member in good standing in Local 2824 and its affiliates to which membership dues and per capita fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of Local 2824 shall begin on and after the thirtieth (30th) day following the commencement of his employment or the effective date of this agreement, whichever is later. The Town agrees to deduct Union dues, assessments and/or the agency service fee from the salary of each member of the bargaining unit who signs an authorization permitting the deductions to be made. The dues, assessments and/or agency service fees that are so deducted shall be forwarded by the Town to the Secretary-Treasurer of the Local at the beginning of the month following the month for which the deductions have been made. This section of the contract shall be applied in conformance with Chapter 150E, Section 12, and Chapter 180, Section 17A, of the General Laws of Massachusetts.

**ARTICLE III**  
**FAIR PRACTICES**

As sole collective bargaining agent the UNION will continue its policy of accepting into voluntary membership all eligible persons in the union. The UNION will represent equally all persons without regard to membership, participation in or activities in the UNION.

The Town or its agents agree that they shall not discriminate against any employees because of his/her activity or membership in the Union.

The Employer further agrees that there will be no discrimination against any member of the bargaining unit for adherence to any provision of this Agreement.

## ARTICLE IV

### GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner, but no grievance or dispute involving refusal to comply with orders of a foreman or superior, except in violation of the safety code, shall be initiated by an employee unless the orders in question shall have first been complied with by the employee.

The following procedure shall prevail in handling grievances. All grievances shall be submitted in writing to the Department Head and quote the specific articles that are being violated and how those articles are being violated, and what remedy is being sought. If a grievance is passed on from one step to another, then a letter from the unit indicating that the grievance is being passed on to the new step because a satisfactory resolution was not achieved at the previous step, must accompany the written grievance. The Union must also attach a copy of the written response they received at the previous step. All grievances must be filed within seven working days from the date of occurrence of the alleged violation, or within seven working days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based or it shall be deemed 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.

STEP 1. The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the department head within seven (7) working days of the date of the grievance. The department head shall respond in five (5) working days with a date for the hearing and the hearing must be held within ten (10) working days of the date when the grievance was filed. Following the hearing, the department head will render a decision within five (5) days.

STEP 2. If the grievance has not been settled, it shall be presented in writing, on the form attached hereto, to the Town Manager or his/her designee within three (3) working days after the Department Head's response is due. The Town Manager or his/her designee shall respond in writing to the Chairman of the Grievance Committee within five (5) working days with a proposed hearing date and time. Such hearing shall be held within ten (10) working days following receipt of the Department Head's response. Following the hearing, the Town Manager will render a decision within five (5) days.

STEP 3. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Manager is due, by written notice to the other, request arbitration by the American Arbitration Association in accordance with its labor arbitration rules then in effect. Failure to request arbitration in writing within the prescribed time shall constitute a settlement of the grievance.

If the grievance is not initiated in accordance with the provisions of this Article and/or if the grievance is not processed in accordance with the time limits prescribed in this Article it shall be considered that the grievance has been settled and that the right to any further procedures under this Article has been waived.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration. The arbitrator shall not have the authority to alter, modify, or amend this Agreement. The decision of the Arbitrator within the scope of his jurisdiction shall be final and binding upon the parties thereto and the Arbitrator shall be requested to issue his decision with thirty (30) days after the conclusion of testimony and argument and the submission of briefs.

The arbitrator will be without power or authority to make a decision or award which violates the common law, statutory law, or any rules, regulations or decisions issued under the authority of the Commonwealth of Massachusetts or the United States; or an award which requires the commission of an act prohibited by law; or an award which violates any of the specific terms and conditions of this agreement; or any award which adds to, modifies or subtracts from the provisions of this agreement.

For such matters as have been excluded from the powers of the Arbitrator, the Arbitrator shall not be permitted to hold hearings or take evidence or render an award. The Arbitrator shall be without authority to determine any violation or alleged violation which occurred prior to the effective date of this Agreement and he shall not recommend a right or any relief for any period of time prior to the effective date of this Agreement. The arbitrator shall not substitute his judgement for decisions of the Town or its agents when they are made pursuant to their reserved or management rights or their authority under the law. The arbitrator shall not consider any issue or claim for relief which was not submitted during the grievance procedure. The arbitrator shall not determine any violation which occurred prior to the effective date of this Agreement, or recommend or award any relief for any period of the time prior to the effective date of this Agreement. The decision of the Arbitrator may be reviewed or confirmed as is provided by M.G.L., Ch. 150C. The parties shall share equally in the cost of the arbitration proceeding.

**ARTICLE V**  
**DISCIPLINE**

The Town shall have the right to discharge, suspend or discipline any employee for 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 property or in other vehicles during working hours (including lunch or other breaks); giving false information in connection with time records; theft; willful and deliberate 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.

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.

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 on behalf of the employee shall be grounds for discipline. It is further understood that the misuse of any benefit contained in this Agreement may be cause for the denial of the use of said benefit to the employee and the reimbursement by the employee to the Town for any of its costs in addition to any other discipline permitted by this Agreement or by law.

The first six (6) months of employment shall be considered a probationary period. During the probationary period employees may be disciplined, dismissed or laid-off without recourse to the grievance and arbitration procedures of this Agreement.

## **ARTICLE VI**

### **SENIORITY**

Continuous length of service of full-time and part-time employees in the bargaining unit from the date of their last hire shall determine the seniority of the employee. There shall be established two (2) seniority lists, one for full-time employees and another for part-time employees. Seniority of part-time employees shall be pro-rated based upon the number of hours they work or have worked for the Town. Seniority shall not be broken by sick time, injury leave or any paid authorized leave or leave authorized by the FMLA. Seniority shall be broken by resignation or termination for just cause.

In the event of a reduction in force, or layoff, employees shall be separated from employment in the inverse order of hiring, and recall shall be by seniority.

The selection of shifts by bargaining unit members shall be determined by seniority as defined in this article. Dispatchers will bid shifts three (3) times each year: in February, June and October. The bidding will be posted thirty (30) days in advance. The list will contain the hours of work for each shift and the number of employees who will be assigned to each shift. All employees will indicate their preference. The Chief will assign a dispatcher to each of the posted positions, based upon seniority. After assignment is made by the Chief, dispatchers will remain in their assigned shift until the next bid opportunity. If a new shift or temporary shift is created between positions, it will be put up for bidding at that time, following the guidelines stated above.

## **ARTICLE VII**

### **JURY PAY**

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty if the employee is called to jury duty during a regularly scheduled workday.

**ARTICLE VIII**

**HOURS OF WORK**

The hours of work and the days of employment shall be assigned by the Chief of Police in conjunction with the needs of the Police Department of the Town of Plymouth. The employees shall work a 4 + 2 work schedule.

## ARTICLE IX

### UNION REPRESENTATIVES

#### 1. Union Business/Union Representatives

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.

#### 2. Paid Leave of Absence for Union Business

One authorized union representative as defined above or the President of ASFCME Local 2824 shall be permitted reasonable time off without loss of pay to: represent employees upon their request at interview which may lead to disciplinary action on the premises of the Police Department or other mutually agreeable site; represent grievants at a hearing on the premises of the Police Department or other mutually agreeable site; at arbitration, Labor Relations Commission or Massachusetts Commission Against Discrimination hearings.

Requests for such time off shall be made in writing at least twenty-five (24) hours in advance indicating the date, time and destination.

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. The President of Local 2824 shall be permitted to attend all negotiation sessions pertaining to Local 2824 without loss of pay. Prior to the first collective bargaining session, the union furnish the Town with a list of members of the negotiating committee. Requests for such leave shall be made in writing at least twenty-four (24) hours in advance to the Police Chief.

No overtime shall accrue for any of the above purposes.

Grievants called to testify during their regularly scheduled shift at a grievance hearing, arbitration, Labor Relation Commission hearing or Massachusetts Commission Against Discrimination hearing shall be granted time off without loss of pay and without loss of benefits. Requests for such leave shall be in writing at least twenty-four (24) hours in advance to the Police Chief.

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).

3. The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE X**

### **NO STRIKE CLAUSE**

No member of the bargaining unit or the Union shall engage in a strike, as defined in Massachusetts General Laws, Chapter 150E, and no member of the bargaining unit or the Union shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees. Employees who participate in any such strike may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employee has engaged in any of the activities prohibited above.

## ARTICLE XI

### 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 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 notice of changes.
- C. To select and to determine the number and types of employees required to perform the TOWN'S operations.
- D. 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.
- E. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- F. 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.
- G. To require from each employee the efficient utilization of his services.
- H. The exercise or failure to exercise the full rights of management listed herein shall not be binding upon the Town in determining its rights in any future course of action taken in compliance with the provisions of this Article.

## **ARTICLE XII**

### **APPROPRIATIONS**

All of the financial provisions of this Agreement, including wages and other fringe benefits are subject to Town Meeting funding and appropriation 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 appropriations to fund provisions or amendments to this Agreement then the parties agree to renegotiate the economic provisions of this agreement.

## **ARTICLE XIII**

### **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. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the 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 term or provisions, and the obligations of the Union and the Town to such performance shall continue.

All written memoranda, oral or written agreements, policies and employment and work practices are incorporated into this Agreement.

## **ARTICLE XIV**

### **SEPARABILITY**

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 XV**

### **ENTIRETY OF AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had 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 and unqualifiedly 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, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XVI**

### **DURATION**

This Agreement shall remain in full force and effect commencing July 1, 2006 and terminating on the 30th day of June, 2009. It shall remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than thirty (30) days prior to January 1, 2009.

**ARTICLE XVII**

**MISCELLANEOUS**

The economic benefits and/or improvements of this Agreement are applicable only to those employees who are employed by the Town of Plymouth on the date of the execution of this Agreement.

Bulletin Boards: Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. The Union Steward shall sign all management announcements as evidence that posting has occurred.

## **ARTICLE XVIII**

### **OVERTIME**

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for work beyond their regularly scheduled workweek. Any full-time employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half.

Employees will be permitted to accrue and use within the same fiscal year compensatory time in lieu of overtime pay for up to a five (5) overtime shifts worked each year.

There may be times when an employee is called into work prior to the start of his next regularly scheduled shift on an emergency basis. An employee notified in advance to report for work before his/her regular stopping time has not been called in on an emergency basis. If, however, an employee is called in to work on an emergency basis and the emergency call-in work ends with the beginning of the employee's regularly scheduled work day, the employee shall not be entitled to overtime pay, but shall receive only his regular base rate of pay for those hours, unless this work when coupled with the employee's regularly scheduled work week.

An employee notified of overtime pursuant to this Article is not entitled to "call-in" pay pursuant to this Article.

Overtime shall be equally and impartially distributed among bargaining unit members.

Employees may be required to perform a reasonable amount of overtime as a dispatcher, as a condition of their employment. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. In the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Chief may be required to work overtime on an assigned basis.

**ARTICLE XIX**

**MEAL PERIODS**

All employees who work a full shift shall be entitled to a paid forty-five (45) minute meal period. Whenever possible, the meal period shall be scheduled at the middle of the shift.

## **ARTICLE XX**

### **REST PERIODS**

All employee's work schedule shall provide for a fifteen (15) minute rest period during each shift, that is i.e., eight (8) hour period. The rest period shall be scheduled in the middle of the first one-half (1/2) shift whenever this is feasible providing coverage is maintained at all times.

## **ARTICLE XXI**

### **VACATIONS**

The vacation year shall be the period July 1<sup>st</sup> to June 30<sup>th</sup> inclusive. Each employee shall be credited as of June 30<sup>th</sup> with vacation leave with pay as follows;

1. An employee in continuous service shall be granted 80 work hours of vacation with pay provided he/she has completed thirty (30) weeks of service prior to July 1<sup>st</sup>.
2. An employee with less than thirty (30) weeks continuous employment as of July 1<sup>st</sup> shall be granted 8 hours of vacation for each full month of continuous service completed prior to July 1<sup>st</sup>, but not to exceed 40 work hours of vacation.
3. An employee who has completed five (5) years of service shall, in the year during which this length of service has been completed, be granted 120 work hours of vacation with pay.
4. An employee who has completed ten (10) years of service shall, in the year during which this length of service is completed and thereafter be granted 160 work hours of vacation with pay.
5. An employee who has completed fifteen (15) years of service shall in year sixteen (16) earn an additional eight (8) hours of vacation pay each year up to two hundred (200) work hours of vacation pay in year twenty (20).
6. 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 had not been granted. In addition, payment shall be made for that 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.
7. Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, including the time during which they are not working because of sick leave, shall be paid an amount equal to the vacation allowance as accrued, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that year during which such dismissal, retirement or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.
8. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the department head, be charged to vacation leave.

9. An employee 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, Friday or Saturday.
10. Vacation allowances provided under the terms of this section will be calculated on a twelve-month period commencing on July 1st and ending on June 30th, and these allowances must be taken in the twelve month period that immediately follows. In unusual circumstances, exceptions may be granted by the Department Head.
11. An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without approval of the Department Head.
12. Part-time employees will be entitled to vacation benefits on a pro-rata basis, under the same conditions as other employees.

## ARTICLE XXII

### HOLIDAYS

1. 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	Martin Luther King Day
Veteran's Day	Memorial Day
Washington's Birthday	

2. Every employee in full-time or continuous part-time employment shall be entitled to these designated holidays on the following terms:
  - a. A person on an hourly basis shall receive 8 hours pay at his/her regular rate based on number of hours regularly worked on the day on which the designated holiday occurs.
  - b. If he/she is paid on a weekly, semi-monthly or annual basis, he/she shall be granted each designated holiday without loss of pay.
3. Payment under the provisions of this section shall be made provided the eligible employee shall have worked on his/her last regularly scheduled working day prior to and his/her next regularly scheduled working day following each holiday, or was on full pay status on such preceding and following days in accordance with other provisions of this Agreement. Said payment shall be made in a lump sum in the first payroll week in June, in a separate check from the regular payroll check.

## ARTICLE XXIII

### 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 for maternity purposes to female employees on the terms and conditions set forth in this Article.
3. As soon as the employee determines she is pregnant, she shall notify her Department Head and the Town Manager for the Town of Plymouth, in writing, of her pregnancy. The employee shall give at least two weeks notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the employee will select one of the following two options:

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

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

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

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

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

## ARTICLE XXIV

### SICK LEAVE

- A. A full time employee in continuous employment shall be granted 120 hours sick leave at the start of each fiscal year. Sick leave for employees with less than one year service will be prorated.
- B. An employee in continuous employment shall be credited with the unused portion of leave granted under Section (A) up to a maximum of 1,600 hours. (1,440 for those employees who elect the Long Term Disability Insurance benefit.)
- C. An employee occupying a temporary or seasonal position shall not be granted paid sick leave.
- D. If the amount of leave credit provided under Section (B) has been or is about to be exhausted, an employee may make application for advanced sick leave to that provided under Section (A). Such application shall be made through the Town Manager which is authorized to grant such advanced sick leave as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his request for additional allowance.
- E. An employee, in order to be eligible to use sick leave, must notify the Division Head on or before the first day of any absence for which he intends to use sick leave, the nature of the illness, injury, or disability and an estimate of the time the employee expects to return to work. The absent employee who is claiming sick leave is expected to keep the Department Head informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor's certificates in the form set forth above from time to time at the discretion of the Department Head if such absence is prolonged on a daily basis unless other arrangements are made. If deemed in the best interest of the Town, the Town Manager may require an employee receiving sick leave pay to be examined by a physician chosen by the Town; such examination shall be administered without charge to the employee. During such absence no salary or wage shall accrue to such employee except during periods of authorized sick leave in accordance with this Article.
- F. 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 unexcused absences prior to or following a holiday, vacation period, weekend, or leave), the Department Head or his designee shall issue a written warning to the employee with a copy to be forwarded to the president of the Union. Following such notice the Department Head may require medical examination of any employee who following receipt of such warning reports his inability to report for duty because of illness. 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 employees 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.

- G. Payments made under the provisions of this section shall be limited to an employee who is receiving Workmen's Compensation to the difference between the amount paid in Workmen's Compensation and the employee's regular rate. These payments which are to be made by the Town shall continue to the extent that the employee has sick leave accumulation available for such payment.
- H. In the amount of payments made to an employee under the preceding section the Town Manager may debit the employee's sick leave accrual of such amounts as it determines to be equitable in relation to such payments.
- I. Notice of accumulated sick leave will be posted annually in each department.
- J. 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 an annual physical examination. 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. An employee who exceeds the average number of separate times out for personal illness for the department in a year shall be considered to be excessively absent, and in addition, any employee who uses all of his annual sick leave in any year, except for mayor illness or surgery, shall also be considered to be excessively absent.
- K. The Town and the Union agree to a sick leave buy back upon retirement or death, the amount to be \$25 per day with a maximum of \$2,500.
- L. The Town and the Union agree to a sick leave incentive plan as follows:
  - 1. A maximum of \$300 can be earned in each fiscal year based on the employees use of allotted sick leave.
  - 2. Any employee who utilizes no sick leave for a calendar quarter beginning July 1 will receive a cash bonus of \$75. An employee who is not available for work during a quarter because of work related injury or for any other reason is ineligible for that quarter's incentive.
  - 3. No cash bonus of any kind will be paid to an employee whose total annual use of sick leave exceeds 56 hours during the fiscal year.
  - 4. Payments due hereunder will be made in July for the prior fiscal year.

M. An employee shall be granted the ability to utilize 40 hours of accumulated sick leave per year due to illness of employee's spouse, children or parent.

The Town Employees who accept the option of the Town's long term disability benefit will not be eligible for the Sick Leave Buyback Plans.

**ARTICLE XXV**

**LONGEVITY**

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

LENGTH OF SERVICE	AMOUNT PAID
5 years	\$ 50.00
10 years	\$100.00
15 years	\$150.00
20 years	\$200.00
25 years	\$250.00

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 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.

**ARTICLE XXVI**

**BEREAVEMENT LEAVE**

Emergency leave for up to 32 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.

## ARTICLE XXVII

### HEALTH AND WELFARE

Effective July 1, 2003, members of this group shall pay 20% 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.

## ARTICLE XXVIII

### CLASSIFICATION PLAN - RATES

- A. There shall be a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages of each position.
- B. The first six (6) months of employment shall be considered a probationary period. In the event that an employee continues employment beyond the probationary period, he or she shall be entitled to all of the rights and benefits under this Agreement retroactive to the first day of employment.
- C. An employee in continuous full-time or part-time employment shall receive the increment between his present rate and the next higher step rate after recommendation by the Head of the Department according to the following schedule.
  - 1. On January 1<sup>st</sup> or July 1<sup>st</sup> provided he has completed thirty (30) weeks' service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.
  - 2. Thereafter one (1) year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.
  - 3. Employees in continuous part-time employment eligible for increments under the provisions of this sub-section shall be those occupying positions in classes for which compensation is provided in the compensation schedule contained in this Article.
- D. Wage re-opener: It is understood that if any other town-side managed collective bargaining group or non-union group reaches an agreement for a "more beneficial total economic package" during the lifetime of this contract, the contract may be reopened on the issue of economics only. A "more beneficial total economic package" shall be defined as a group receiving a greater percentage wage increase on the wage schedule than the amounts set forth above. Reclassifications shall not be a cause for reopening the contract.

Increments and salary adjustments for all employees, including those on the maximum step are not to be considered automatic; they shall be reviewed annually and approved or disapproved by the employer. The withholding of increments or salary adjustments will be for job related reasons. Employees shall be notified of the reasons in writing. They may request a meeting with the Chief of Police to discuss the reasons. The Chief of Police will review the matter after six months. SALARY SCHEDULE: Please refer to Appendix "A" of this Agreement.

**ARTICLE XIX**

**NIGHT SHIFT DIFFERENTIAL**

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.

The night shift differential shall be paid to all dispatchers regularly assigned to night shift whether worked or not. (Benefit days: vacation, sick, etc.)

This differential shall not be used in the calculation of the dispatcher's overtime rate of compensation.

**ARTICLE XXX**

**LEAVE OF ABSENCE**

A leave of absence up to six (6) months may be granted upon request. An extension of leave beyond six (6) months may be granted by the Employer. The decision(s) of the Town Manager under this Article shall not be subject to the Grievance and Arbitration provisions of this Agreement.

All employees must be on an approved employment status, either with or without pay. Any employee who is absent without being placed on approval status by the Town Manager, will be considered resigned.

**ARTICLE XXXI**

**COURT TIME**

Any employee who is required to attend Court for matters which arise out of the performance of his/her duty for or on behalf of the Town of Plymouth after his regular shift or on his day off will be paid at a rate of time and one-half for such time in Court, and he shall be guaranteed a minimum of four (4) hours of pay at this rate.

**ARTICLE XXXII**

**CLOTHING ALLOWANCE**

Employees covered by this Agreement shall receive a clothing allowance of \$450 in the first, second and third year of this contract. The check for the clothing allowance shall be issued the first pay period in July.

## **ARTICLE XXXIII**

### **PERSONAL LEAVE**

In any fiscal year, an employee shall be granted 16 hours of paid leave to conduct personal business under the following conditions:

- a. It is recognized that the absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "Non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.
- b. Personal leave may be taken in 4 hour increments.
- c. Application for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave. Employees who fail to request approval in advance shall forfeit full pay for 8 hours 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, weekend or holiday.

## XXXIV

### 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 incapacity requiring absence from work or other activities
  - b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;
  - c) or continuing treatment by a health care provider for a chronic or long-term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.
5. **Health Care Provider:** A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor, or others capable of providing health

care services as defined by the Department of Labor Family and Medical Leave Act rules.

6. Intermittent Leave/  
Reduced Leave  
Schedule:

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

7. Workers'  
Compensation:

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

**MILITARY LEAVE**

Members of the military reserve on brief tours of military duty such as the annual two-week tour of duty may be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours shall not be counted against vacation allowance.

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 XXXVI

### SMALL NECESSITIES LEAVE

#### 1. Purpose:

Entitles eligible employees to take twenty-four (24) hours of leave, in addition to the leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend children's schools activities and to attend to certain medical and other care needs such as:

- a) Participation in school activities directly related to the educational advancement of the employee's son/daughter. (i.e., attending parent-teacher conferences; enrolling child in school; interviewing for a new school).
- b) To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.
- c) To accompany an "elderly" relative of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).

#### 2. Policy Guidelines:

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

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

Eligible employees are required to substitute any accrued vacation or personal leave they may have for leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the Personnel By-Law apply. If an employee does not have accrued leave, the leave will be unpaid.

Leave may be taken intermittently or on a reduced leave schedule.

Employees may be required to provide certification pursuant to regulations from the Attorney General's office.

3. Applicability:

Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1,250 hours over the previous twelve (12) months.

## **ARTICLE XXXVII**

### **TRAINING OF NEW DISPATCHERS**

1. All new dispatchers, who have never worked as a dispatcher for the Town of Plymouth, will receive a minimum of three (3) weeks (12 shifts) of training. When the new dispatcher is assigned to be trained on either the day shift (7:30 AM - 4:00 PM) or the evening shift (3:30 PM - 12:00 PM) the department will ensure that two (2) additional dispatchers are on duty. When the new dispatcher is assigned to be trained on the midnight shift (11:30 PM - 8:00 AM) the department will ensure that one additional dispatcher is on duty. It is also agreed that mandatory overtime will be utilized to provide this staffing.
2. New dispatchers will be eligible for voluntary or mandatory overtime after thirty (30) days of employment. During this thirty-day period and until the next contractual shift change, the department may assign the new dispatcher to any shift.
3. Dispatchers who are assigned to train will be compensated with two hours of Compensatory Time for each shift they are designated to train. Experience will be considered, however, dispatchers will be designated to train at the Chief's discretion.
4. Any future CPR training for dispatchers will be done on an overtime basis.

**ARTICLE XXXVIII**

**EXECUTION OF AGREEMENT**

Witness these hands and seals of the Town of Plymouth acting through its Board of Selectmen, hereunto duly authorized, and the American Federation of State, County and Municipal Employees.

FOR THE TOWN OF PLYMOUTH

FOR AFSCME, COUNCIL 93,  
LOCAL 2824

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**APPENDIX A**

**CLASSIFICATION AND PAY PLAN**

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

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

FY 07 (effective 7/1/06)	increase of 3.0%
FY 08 (effective 7/1/07)	increase of 3.0%
FY 09 (effective 7/1/08)	increase of 3.0%