

## MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Town of Plymouth (hereinafter “the Town”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the Board of Selectmen to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of Office & Professional Employees International Union (hereinafter “the Union”), acting subject to the ratification of this Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for an initial Collective Bargaining Agreement that will be in effect for the period from the date of ratification until June 30, 2009.

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

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## **PREAMBLE**

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

It is the intent and purpose of this Agreement:

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

# ARTICLE I RECOGNITION

## Section 1.01:

In accordance with the certification of the Massachusetts Labor Relations Commission, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, standards of productivity and performance, and other terms and conditions of employment for:

### **Unit A:**

All Managerial,  
Supervisory, and  
Exempt employees

### **Unit B:**

All full-time and  
part-time (employees who  
work at least 15 hours per week) non-  
supervisory, clerical, technical and  
administrative employees.

### INCLUDING

Accounting Officer  
Airport Manager  
Asst. Dir. Public Works  
Asst. Library Director  
Asst. Sup. Parks & Forestry  
Cemetery Superintendent  
Civil Engineer  
Data Processing Manager  
Director of Assessing  
Dir. Community Development  
Dir. Economic Development  
Dir. Public Health  
Dir. of Recreation  
Dir. Of Veteran's Services  
Dir. Elders Affairs  
Emerg. Prepared. Officer  
Head Pumping Station Operator  
Highway Superintendent  
Maintenance Superintendent  
Procurement Officer  
Supt. Parks & forestry  
Survey Engineer  
Town Clerk

### INCLUDING

Account Clerk Payables  
Account Clerk Payroll  
Admin. Asst. Health  
Advisory & Fin. Comm. Asst.  
Assesor/Analyst  
Asst. Assessor  
Asst. Collector  
Asst. Treasurer  
Econ. Dev./Prog. Coord.  
Commun. Dev/Prog. Coord.  
Library Account Clerk  
Literacy Coordinator  
Natural Resources Officer  
Recreation Assistant  
Recycling Coordinator  
Shuttle Bus Driver  
Lister/Inspector  
Wiring Inspector  
Bldg. Insp./Local A  
Local Inspector B  
Plumbing/Gas Inspector  
Zoning Field Inspector  
Animal Control Officer

Town Engineer	Chief Master Mechanic
Town Planner	Fire Apparatus Mechanic
Treasurer/Collector	Fire Alarm Sup.
Wastewater Supt.	Parking Meter Repair Person
Water Superintendent	Chief of Party
Utilities Superintendent	Lab Tech./PreTreat Monitor
Operations Superintendent	PC Network Technician
Cemetery/Park/Rec Super	Transit Instrument Person
Asst. Super Cemetery/Park/Rec	Conserv. Staff Aide
Environmental Technician	Coord. Support Services
Director Environmental Mgmt.	Coord. Volunteers
Transportation Engineer	COA Dispatcher
Water & Sewer Engineer	Nutrition Site Manager
	Outreach Coordinator
	Sealer Weights & Measures
	Social Worker
	Admin Asst/Bus. Manager Police Dept*
	Budget Analyst/Internal Auditor
	Conservation Planner/Field Inspector
	Cemetery Admin. Assistant

\* This position will become part of the OPEIU bargaining unit when the current incumbent vacates the position.

## **ARTICLE II SCOPE OF AGREEMENT**

### Section 2.01:

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

## **ARTICLE III UNION RIGHTS**

### Section 3.01:

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

### Section 3.02:

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

### Section 3.03:

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

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

### Section 3.04:

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

all time taken to investigate potential Union grievances. The log shall be made available to the Town Manager or her designee upon request.

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

Section 3.05:

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

Section 3.06:

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

Section 3.07:

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

Section 3.08:

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

Section 3.09:

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

## **ARTICLE IV**

## MANAGEMENT RIGHTS

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

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

connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

11. to require reasonable overtime from employees. It is understood that during an emergency or urgent condition all employees shall be available for work and shall perform whatever tasks are necessary to carry out the work of the Town.
12. to determine the quality of job performance, including the use of performance evaluations, and the qualifications for positions of employees.
13. to establish, continue and/or change policies and/or regulations pertaining to standards of hiring of employees and the continuation and enforcement of such policies during the term of employment.

Section 4.01:

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

**ARTICLE V**

## **UNION DUES**

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

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

Section 5.03: In the event that an employee elects not to join or maintain membership in the union, he/she shall be required as a condition of employment to pay an agency fee to the union in an amount equal to the amount required for the union to negotiate wages and conditions of employment on behalf of the employee. The agency services fee requirement for any member of the bargaining unit who is not a member of the Union, shall begin on or after the thirtieth (30<sup>th</sup>) day following the commencement of his/her employment or the effective date of this agreement, whichever is later.

## **ARTICLE VI**

## **BULLETIN BOARDS**

### Section 6.01:

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

## **ARTICLE VII GRIEVANCE PROCEDURE**

Section 7.01:

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

Section 7.02:

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

Section 7.03:

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

Section 7.04:

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

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

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

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

Step 2. If the matter has not been resolved at Step 1, it must be presented to the Town Manager or his/her designee within ten (10) calendar days after receipt of the written Step 1 decision.

The Town Manager shall hold a hearing within ten (10) calendar

days of the date the written decision was received by the Union and the Town Manager.

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

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

Section 7.05:

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

Section 7.06:

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

Section 7.07:

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

Section 7.08:

Meeting dates will be agreed upon by all the parties.

Section 7.09:

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

Section 7.10:

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

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

Section 7.11:

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

Section 7.12:

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

**ARTICLE VIII  
ACCESS TO PERSONNEL FILES**

Section 8.01:

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

Section 8.02:

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

Section 8.03:

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

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

## **ARTICLE IX HOURS OF WORK**

Section 9.01:

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

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

Section 9.02:

All employees shall be available to work a reasonable amount of overtime as needed within the scope of their position. It is understood that management will make every effort to distribute overtime as equitably as possible. In the event an employee in Unit B is scheduled to work and, in fact, works in excess of eight (8) hours per day, or forty (40) hours per week in any given week, the employee will be entitled to compensatory time in the amount of one and one-half (1 ½) times the number of hours worked in excess of eight (8) hours per day, or forty (40) hours per week. Subject to each particular department's appropriation for overtime, employees in the department may elect to receive overtime pay instead of compensatory time.

Compensatory time for Unit B members will accrue and be taken at the discretion of employees with the approval of his/her supervisor. Compensatory time shall be scheduled and used as soon as possible, but in no event shall an employee retain accrued compensatory time more than nine (9) months after it was earned.

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

## **ARTICLE X DEFERRED COMPENSATION**

Section 10.01:

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

Section 10.02:

The Town will match 15% of the employee's weekly contribution. This match will be based on the maximum amount an employee can contribute evenly over a 52-week period without exceeding the IRS maximum yearly, regular contribution.

**ARTICLE XI  
HEALTH AND WELFARE**

Section 11.01:

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

Section 11.02:

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

Section 11.03:

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

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

Section 1: Notwithstanding any general or specific law to the contrary, any employee who retired or will retire from the service of the Town of Plymouth after February 26, 1998 and is enrolled in a health or dental plan offered by the Town as of July 1, 2003 or at least five (5) years before their retirement, their spouse and dependents shall be entitled to receive the same percentage of premium contribution provided by the town on the date of hire of the employee, but no greater than 90 percent, for so 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 of this act, to increase in the percentage paid by active employees to 20 percent effective July 1, 2003. This act shall also apply to any employee who is enrolled in a health or dental plan offered by said Town and retired from service of the Town after February 26, 1998 but before July 1, 2003.

Section 3: Employee groups that do not agree, within 60 days of the effective date of this act, to an increase in the percentage paid by active employees to 20 percent effective July 1, 2003 shall not be guaranteed the rate of hire percentage contribution upon retirement.

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

affected.

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

**ARTICLE XII**  
**CONTINUING EDUCATION PROGRAM**

Section 12.01: For permanent full-time employees of the bargaining unit who have been in continuous employment with the Town for at least one (1) year, the Town

will provide tuition reimbursement for one (1) academic course of up to four (4) semester hours per fiscal year. The maximum reimbursement in any fiscal year will be \$420.00 per employee. All courses must be job-related and must be from an accredited institution designed to improve the employee's performance in his/her particular position. Employees will also be reimbursed for any courses they must take if they are part of a matriculated degree program.

Approval for any course must be made in advance of registration and be forwarded to the Human Resources Office with the recommendation of the Department Head. Reimbursement is contingent upon receiving a "B" or better grade or a passing grade in a pass/fail grading system. Reimbursement will be made as above and on the basis of availability of appropriated funds. Management will include appropriate funding in its proposed training budget each year.

## **ARTICLE XIII EARNED TIME AND LONG TERM ILLNESS ACCOUNTS**

### Section 13.01:

A new employee will accrue, on a weekly basis, earned time at a rate corresponding

to exempt or non-exempt status, full-time or part-time status, and years of continuous employment. Employees will be eligible to begin using earned time after completing six (6) months of continuous service. Accrual rates increase following completion of five, ten and twenty years of service.

A. EXEMPT EMPLOYEES

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

**B. NON-EXEMPT EMPLOYEES**

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

Section 13.02:

Use of earned time.

- A. Requests for earned time will be charged to an employee's accrued earned time account except for the following:
  - 1. Absences for which an employee is not entitled to be paid;
  - 2. Absences in excess of the days set forth in paragraph C, Column 4.
  - 1. In no event shall an exempt employee employed as of the date of the ratification of this Agreement use more than eight (8) weeks of earned time in any fiscal year. The eight (8) week maximum use of earned time shall include any earned time days used for the purpose of illness and shall not include any time used from the employees Long Term illness Account. In no event shall an exempt employee employed after the date of ratification of this Agreement use more than seven (7) weeks of earned time in any fiscal year. The seven (7) week maximum use of earned time shall include any earned time days used for the purpose of illness and shall not include any time used from the

employees Long Term illness Account.

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

Section 13.03:

Use of Long Term Illness Account

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

Employees will be required to deposit at least ten (10) days per year into the LTIA until the maximum of one hundred eighty (180) is reached. (200 days if Long Term Disability benefit is not elected).

In the event an employee is absent for more than five (5) consecutive days due to illness, a physician's certificate of illness may be required to be submitted to the employee's Department Head before further leave is granted under the provisions of this section. The Town may require a medical examination by a physician appointed by the Town for an employee who reports his/her inability for duty. In the event of any disagreement between the employee's physician and the Town's appointed physician, the Town and the employee, with the assistance of their respective physicians if they so desire, shall mutually agree upon a third impartial physician who is a specialist in the

field of medicine in which the employee's illness relates. The Town will pay for the services required by the impartial third physician.

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

Section 13.04:

Retirement or Separation

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

B. The Town agrees that it shall pay to the employee upon his or her voluntary separation or retirement twenty-five dollars (\$25) for each 7 ½ (or 8) hours of accumulated unused long term illness account (LTIA) time remaining in the account of said employee for fifty (50) percent of the total hours of said accumulated LTIA up to a maximum payment of \$2,500. In order to be eligible for this benefit said employee must have been employed by the Town of Plymouth for ten (10) years or more.

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

## **ARTICLE XIV APPROVED STATUS**

Section 14.01: All employees must be on approved employment status, either with or without pay. Union employees may be granted or denied an unpaid Leave of Absence by the Town Manager. The decision of the town manger would not be grievable or arbitrable. The length of time would be determined by the Town Manager. Any employee who is absent without being placed on approved status by the Town Manager will be considered resigned.

## **ARTICLE XV HOLIDAYS**

### Section 15.01:

The following days shall be recognized as paid holidays.

- ❖ New Year's Day
- ❖ Martin Luther King Day
- ❖ Presidents Day
- ❖ Patriots Day
- ❖ Memorial Day
- ❖ Independence Day
- ❖ Labor Day
- ❖ Columbus Day
- ❖ Veterans Day
- ❖ Thanksgiving Day
- ❖ Day After Thanksgiving
- ❖ Christmas Day

In addition to the above, all employees shall be entitled to the workday before or after Christmas or the day before or after New Years. Such day should be rotated among employees

### Section 15.02:

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

### Section 15.03:

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

### Section 15.04:

If a Unit A employee is scheduled to work a holiday, he/she will receive an alternate day off with pay. If a Unit B employee is scheduled to work a holiday, the employee will receive holiday pay and be compensated at his/her regular rate of pay for hours worked. Any hours worked in excess of 8 hours per day or 40 hours per week, shall be compensated at 1 ½ time the employee's regular rate of pay.

## **ARTICLE XVI BEREAVEMENT LEAVE**

### Section 16.01:

An employee shall be granted four (4) days of paid leave for the death of an immediate family member: husband, wife, domestic partner, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Leave shall begin on the date of death unless other arrangements are made with the department head.

### Section 16.02:

An employee shall be granted a leave of absence with pay for one day upon evidence satisfactory to the Department Head of the death of a less than immediate family member. Less than immediate family members are defined as aunts, uncles, first cousins, nieces and nephews

## **ARTICLE XVII MILITARY LEAVE**

### Section 17.01:

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

## **ARTICLE XVIII JURY DUTY**

### Section 18.01:

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

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

## **ARTICLE XIX FAMILY AND MEDICAL LEAVE**

### Section 19.01:

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

### Section 19.02:

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

- (3) the birth, placement for adoption, or foster care of a child;
- (4) the serious health condition of a spouse, child, or parent or,
- (5) the employee's own serious health condition.

### Section 19.03:

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 employees' leave will be pro-rated.
- 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 two days of earned time is used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.

Section 19.04:

All other provisions of the Family and Medical Leave Act will apply. The Union acknowledges that the Union and the Town are subject to the provisions of the Family and Medical Leave Act (FMLA). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

FMLA leave is not cumulative and is not in addition to leaves currently available to the

extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article VIII (grievance article) of this Agreement.

## **ARTICLE XX SMALL NECESSITIES LEAVE ACT**

### Section 20.01:

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 school activities and to attend to certain medical and other care needs such as:

Participation in school activities directly related to the educational advancement of the employee's son/daughter. (E.g., attending parent-teacher conferences; enrolling child in school; interviewing for a new school).

To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.

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 (e.g., interviews at nursing or group homes).

### Section 20.02:

If need for the 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.

To the extent possible, employees must provide written notice to the employer. If not feasible, employees may request leave orally.

Certificates and/or requests for leave provided by employees must be kept in the employee's personnel record and must be maintained for three years in accordance with G. L. c. 149, sec. 52C. Records and documents relating to medical certification or medical histories of employees' family members must be maintained as confidential medical records and kept in separate files from the usual personnel files.

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 the collective bargaining agreement apply. If any employee does not have accrued leave, the leave will be unpaid.

Leave may be taken intermittently, on a reduced work schedule or in increments of not less than three hours.

Employees are required to provide certification documenting the need for the leave. Certification form, approved by the Attorney General, is to be completed for each request.

Section 20.03:

Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked for at least 1,250 hours over the previous twelve (12) months. The 12-month period is a rolling 12-month period measured backwards from the date an employee's Small Necessities Leave begins. If the employee has requested leave under the Family and Medical Leave Policy, the 12-month period will be the same.

Section 20.04:

Definitions

- A. Son or Daughter: A son or daughter is a biological, adopted or foster child, or a stepchild or legal ward or a child of a person in loco parentis to the child. The child must be under 18 years of age or over 18 years but in capable of self-care.
- B. Elderly Relative: Someone at least 60- years old who is related by blood or marriage to the employee.
- C. School: A public or private elementary or secondary school; a Head Start program; or a children's day care facility licensed under Massachusetts law.

## **ARTICLE XXI MATERNITY LEAVE**

### Section 21.01:

As soon as an employee determines she is pregnant, she shall notify the Human Resources Director, in writing, of her pregnancy. The employee shall give at least thirty (30) days notice of the date she wishes to commence her maternity leave. Maternity leave shall be granted to female employees subject to and in conformity with the requirements of Mass. Gen. Laws. ch. 149, Sec. 105D. Upon medical certification of the period of disability, earned time followed by leave from the employee's Long Term Illness account shall be utilized during that period.

## **ARTICLE XXII CLASSIFICATION PLAN**

### Section 22.01:

All positions in the service of the Town are classified by the titles appearing in the contract. These classes of positions shall constitute the classification plan for the paid Town service. (See Appendix B for statutory reference)

### Section 22.02:

If the job duties of a bargaining unit member have increased or changed significantly, the member shall have the right to request a meeting with Human Resources to discuss the changes.

### Section 22.03:

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

### Section 22.04:

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

### Section 22.05:

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

## **ARTICLE XXIII COMPENSATION PLAN**

### Section 23.01:

The Compensation Plan shall consist of Schedules A and B which is made a part hereof. The compensation range of a position class shall be the compensation range of all positions allocated to the class. Wage increases will be 3 percent for fiscal year 2007, 3 percent for fiscal year 2008 and 3 percent for fiscal year 2009.

### Section 23.02:

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

### Section 23.03:

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

### Section 23.04:

A regular full-time employee who receives a temporary appointment from the town Manager for more than two consecutive weeks in a position for which the compensation is greater than that of his/her permanent position shall, after such two consecutive weeks of temporary service, be compensated at the minimum rate of the higher position, provided that such compensation be at least \$1000 more annually than that of his/her permanent position. If necessary, such employee shall be compensated at the next higher rate in order to achieve at least the monetary difference in compensation stated above or the parties will meet to discuss the minimum salary. Such compensation for temporary service will be retroactive to the date of appointment. The Town Manager reserves the right to adjust the rate to a higher level.

### Section 23.05:

In the event that an employee is required to perform on a temporary basis the duties of a position whose level of compensation is lower than the employee's existing position,

the employee shall continue to be compensated at his/her regular rate of pay and shall not have his/her pay lowered as a result of serving in the lower position.

Section 23.06:

An employee in continuous full-time or part-time employment shall receive the increment between his/her present rate and the next highest step on his/her anniversary date of hire or the date of last promotion.

**ARTICLE XXIV  
VACANCIES AND NEW POSITIONS**

Section 24.01:

Whenever any vacancy occurs in a bargaining unit position or in the event that a new bargaining unit position is created the following procedure will be followed:

All permanent position vacancies will be posted for seven (7) calendar days within the bargaining unit prior to advertising the vacancy publicly.

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

Employees interested in said vacancies or new positions shall apply, in writing, to the Human Resources Department within the posting period. Seniority will be considered as one factor in evaluating in-house candidates.

When a selection is made, the Union will be furnished the name of the successful applicant. Internal applicants will receive notification of whether or not they have been selected for the position.

Section 24.02:

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

Section 24.03:

In the event a newly hired employee resigns less than ninety (90) calendar days after assuming his/her duties, an alternate applicant may be recommended by the Town Manager or his/her designee for hire without re-posting the position as vacant, providing the alternate appointment is made from applicants of the original posting.

Section 24.04:

Employees will be furnished their job description upon request.

## **ARTICLE XXV PROBATIONARY PERIOD**

### Section 25.01:

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

### Section 25.02:

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

## **ARTICLE XXVI**

## **REDUCTION IN FORCE**

### Section 26.01:

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

### Section 26.02:

In the event of a layoff, laid off employees who have more seniority shall have the right to bump other employees in the same or lower paid positions who have less seniority, provided that the more senior employee is qualified and/or certified for the position. Any employee who exercises his/her bumping rights must exercise the first opportunity to bump and must be willing to work the hours and schedule of the employee bumped or laid off. Employees may bump across Division lines, using the procedures outlined in this section, provided that the employee desiring to bump is qualified to perform the duties of the job.

## **ARTICLE XXVII DISCIPLINE**

### Section 27.01:

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

### Section 27.02:

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

### Section 27.03:

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

### Section 27.04:

The Town will remove all written warnings/reprimands and suspensions after 3 years assuming that the employee engages in no further conduct of a similar nature during that time period.

## **ARTICLE XXVIII FAIR PRACTICES**

### Section 28.01:

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

## **ARTICLE XXIX GENERAL**

### Section 29.01:

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

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

### Section 29.02:

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

## **ARTICLE XXX**

## **PROHIBITED ACTIVITIES**

### Section 30.01:

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

### Section 30.02:

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

## **ARTICLE XXXI**

## **SEPARABILITY**

### Section 31.01:

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

## **ARTICLE XXXII**

## **MUNICIPAL VEHICLE USE**

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

## **ARTICLE XXXIII**

## **CLOTHING ALLOWANCE**

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

## **ARTICLE XXXIV**

## **WAGE REOPENER**

In the event that during the term of this Agreement a collective bargaining agreement is agreed upon by the Town and another bargaining unit that contains provisions for salary increases greater than those contained in this agreement, the parties agree to reopen this collective bargaining agreement for the purposes of further bargaining on wage increases only.

## **ARTICLE XXXV**

## DURATION

The terms of this agreement commence as of July 1, 2006 and shall remain in force until June 30, 2009, and thereafter until a supplementary or new Agreement is negotiated and such supplementary Agreement is consummated.

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

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

TOWN OF PLYMOUTH

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

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DATE: \_\_\_\_\_

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DATE: \_\_\_\_\_

## Appendix

### Use of Earned Time for Short-Term Illness

#### 1-a. Exempt

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

\*limit of 180 days if LTD is elected

#### 2-a. Non-Exempt

Column 1 Years	Column 2 Amount	Column 3 To LTIA	Column 4 Short-term	Column 5 Balance	Column 6 LTIA	Column 7 If no sick used
1	28	10	2	16	10	18
2	28	10	2	16	20	18
3	28	10	2	16		18
4	28	10	2	16		18
5	33	10	2	21	30	23
6	33	10	2	21	40	23
7	33	10	2	21	50	23

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

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