

**MOA BETWEEN THE PLYMOUTH SCHOOL COMMITTEE AND COBRA
AUGUST 23, 2024**

The following proposals have been tentatively agreed upon by the parties, subject to ratification by the bargaining unit and school committee. All other proposals have been withdrawn. This draft MOA compares the new language, as tentatively agreed, against the current CBA, as appropriate. Notes are included in italics, as appropriate, and would not be included in the successor contract.

1. Update Appendices 1, 2, 3, and 4 (COLA/Compensation) as follows:

Each rate in the pay tables for each of the four groups in Appendix 1.1 (Cafeteria), Appendix 2.1 (Custodians), Appendix 3.1 (Head Custodians), and Appendix 4.1 (Skilled Craftsmen), shall be increased as follows:

July 1, 2024----- 4% (Retroactive)

July 1, 2025-----3%

July 1, 2026-----3%

2. Incorporate December 2022 MOA into CBA as follows:

Add to Article 31 New Paragraph G after Paragraph F and before “It is understood that if, after this contract is ratified [...]” as follows:

Article 31 (F) This Article is subject to the Grievance and Arbitration provisions of this Agreement.

Paragraph G: Unit members serving in the role of advisor at the high school level will receive a stipend of \$700.00 annually. Payments of such stipend shall be issued at the end of the school year but prior to the conclusion of the fiscal year in which the stipend was earned. The stipend shall be included as the advisor’s salary as pensionable income.

COBRA bargaining member units may request to participate in this program annually. The administration retains the right to select the employee for the position.

Advisory positions will first be filled by volunteers. If not enough staff volunteer, the principal may assign volunteers. Volunteers will be assigned by reverse order of seniority and rotating through the seniority list of the applicable school until the positions are filled.

Advisories meet twice a week for 25 minutes each. In addition, advisory curriculum documents and professional development are provided to all appointed advisors. Any aAdvisors will ensure that the time thisdedicated to the advisory will not interfere with the regular work day. Instead, advisory time must betime is made up through a reduction of their daily break and/or arriving early or staying late after the workday as approved by the building principal.

Add the following stipends to Appendixes 1-4:

\$700 PNHS Advisor Stipend

\$700 PSHS Advisor Stipend

3. Revise Article 8 (Probation) as follows:

All employees of the School Department who are new to this bargaining unit shall be considered as probationary employees, ~~with the exception of Cafeteria personnel.~~ They shall remain as probationary employees until they have actually worked as employees in this bargaining unit for ~~six (6)~~ nine (9) consecutive calendar months following the first day of work. ~~as employees in this bargaining unit. Cafeteria workers shall be on a probation until completion of one-half (1/2) of the work years, e.g. 91 of 182 days.~~ During the probationary period employees are ineligible for any of the benefits, protections or procedures of this contract (including the grievance and arbitration provisions). They may be disciplined or discharged without cause. The probationary period may be extended by the School Department for an additional thirty (30) calendar days. In addition, if the employee is absent for greater than ten (10) consecutive days, then the probationary period shall be automatically extended by the length of such absence.

4. Revise Article 32 (Longevity) as follows:

Longevity payments for cafeteria workers have been revised to mirror custodial (1/12th of custodial longevity, then multiply by 10 for cafeteria workers), as set forth in the below updated table.

Longevity shall be paid upon years of continuous service on the basis of the following schedules:

		NEW
	CUSTODIANS	CAFETERIA
5	\$125	\$104
6	\$175	\$146
7	\$225	\$188
8	\$275	\$229
9	\$325	\$271
10	\$375	\$313

11	\$425	\$354
12	\$475	\$396
13	\$525	\$438
14	\$575	\$479
15	\$650	\$542
16	\$725	\$604
17	\$800	\$667
18	\$875	\$729
19	\$950	\$792
20	\$1,225	\$1,021
21	\$1,300	\$1,083
22	\$1,375	\$1,146
23	\$1,450	\$1,208
24	\$1,525	\$1,271
25	\$1,600	\$1,333
26	\$1,600	\$1,333
27	\$1,600	\$1,333
28	\$1,625	\$1,354
29	\$1,700	\$1,417
30	\$1,775	\$1,479
31	\$1,850	\$1,542

32	\$1,925	\$1,604
33	\$2,000	\$1,667
34	\$2,075	\$1,729
35	\$2,150	\$1,792
36	\$2,225	\$1,854
37	\$2,300	\$1,917
38	\$2,375	\$1,979
39	\$2,450	\$2,042
40	\$2,525	\$2,104

Beginning with the fiscal 2025-2026 school year and thereafter, those employees eligible for longevity shall receive their longevity pay in a separate check during the last pay period of November no later than the last pay check of the fiscal year.

For Cafeteria workers, longevity for part-time employees shall be prorated based upon the number of hours worked.

5. Revise Article 10, Paragraph 7 (Vacation) as follows:

An employee shall not be allowed to work during his vacation leave and be compensated with extra pay without approval of the Director of Facilities or his/her designee.

6. Revise Article 24 (Overtime) as follows:

Part II (Custodians, Head Custodians)

A. Overtime

5. All callback time for department tasks is to be pre-approved by the Director of Facilities or his designee. Callback time for Custodians and Head Custodians will be paid at the rate of time and one-half for the actual hours worked as authorized by the appropriate administrator(s) with three (3) hours of pay at time and one-half minimally guaranteed for the “alarm calls” and four (4) hours of pay at time and one-half minimally guaranteed for any other “callbacks.” There will be no pyramiding of overtime hours.

“Callback time” refers to when employees are called back to work after their shift has ended. “Shift extension” refers to when employees work additional time immediately before or immediately following their assigned shift. Shift extensions will be paid at the rate of time and one-half for the actual hours worked, with no guaranteed minimum. Shift extensions must be approved in the same manner as callback time.

Part III (Skilled Craftsmen)

A. Overtime

2. Three (3) hours of pay at time-and-one-half is guaranteed for “alarm calls” and four (4) hours of pay at time and one-half minimally guaranteed for any other a-"call back."

“Callback time” refers to when employees are called back to work after their shift has ended. “Shift extension” refers to when employees work additional time immediately before or immediately following their assigned shift. Shift extensions will be paid at the rate of time and one-half for the actual hours worked, with no guaranteed minimum. Shift extensions must be approved in the same manner as callback time.

7. Revise Article 25(D) (Overtime Procedures) as follows:

D. When overtime is available in a building, the Head Custodian will offer the work to the person on the list whose turn it is, and ask if he/she wants to work or pass. If he/she passes, the Head Custodian will record the pass and keep offering down the list until someone agrees to work the overtime. When a custodian agrees to work the overtime, it will be marked on the list as “worked”. The next person on the list is the first person asked for the next overtime work.

For scheduled overtime with at least 24-hours’ notice, each person offered overtime will have one hour from the offer to decide whether to work or pass and will be provided with contact information to notify the Head Custodian or designee of his/her decision. If the employee does not agree to work within that one-hour time period, his/her response will be recorded as a pass and treated accordingly.

In cases of emergency or overtime scheduled with less than 24 hours’ notice, the Head Custodian will contact the next person on the list only once; if that person does not answer and agree to work, then the Head Custodian will record it as a pass.

8. Revise Article 14E (Sick Leave) as follows:

E. Notification of Supervisor. An employee, in order to be eligible to use sick leave, must notify the appropriate Director on or before the first day of any absence for which the employee intends to use sick leave, the nature of the illness, injury, or disability and medical diagnosis, if possible at that time, together with an estimate of the time the employee expects to return to work. Except in the case of emergency or as otherwise directed by the appropriate Director, absences must be reported in Aspen or similar attendance tracking system, as directed by the employer. In the case of emergency, the employee must report the absence by speaking with an immediate supervisor. If the supervisor is not available, the

employee may report the emergency absence to the attendance line and will be responsible for reporting the absence in Aspen or as otherwise directed by the Superintendent or designee, once the emergency circumstances have resolved.

The absent employee who is claiming sick leave is expected to keep the appropriate Director informed of the progress of the sickness 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 appropriate Director. If an employee is out of work due to illness or injury, he/she will notify the appropriate Director at least ten (10) work days in advance of the anticipated return or as soon as possible thereafter.

If deemed in the best interest of the employer, the Superintendent may require any employee receiving sick leave pay to be examined by a physician chosen by the School Department, 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.

9. Revise Article 27(D) (Professional Development) as follows:

Delete current Article 27(D) Reimbursement for Seminar(s)/Conference(s):

~~With the pre-approval of the appropriate administrator, any unit member attending seminars or conferences related to their employment shall do so without loss of pay and shall be reimbursed for all expenses accrued, to include: registration fees, meals, lodging, parking, etc. Authorized travel pay compensated at the rate paid by the Town of Plymouth.~~

~~In addition to reimbursements for conferences or seminars above, unit members may request tuition reimbursement for courses which are directly related to their essential job functions as identified in relevant job descriptions and which are for the purpose of improving job performance. With the prior approval of the Superintendent or designee as to the course, a unit member may be reimbursed not more than \$500.00 annually from an aggregate pool of funds not to exceed \$5000.00 annually and segregated by the committee for such purposes.~~

~~Reimbursements will be reviewed and issued, if approved, on a first come first serve basis. In no case shall the committee's liability hereunder exceed \$5000.00 annually.~~

Add the following as a new Article:

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

1. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by COBRA members who attend professional or educational conventions, meetings, conferences, seminars, institutes and other related assemblies, workshops, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent and/or Committee, or their designee.

2. The Committee will reimburse COBRA members for eighty percent (80%) of the cost assessed by the provider, not including travel, room, board, books, and materials, of

courses that have been satisfactorily completed. The maximum amount of initial reimbursement an employee may receive per fiscal year (July 1 through June 30) shall be one thousand five-hundred dollars (\$1,500.00). The Committee agrees to provide the sum of ten thousand dollars (\$10,000) per fiscal year to be distributed in the following manner:

a. COBRA members will initially be reimbursed for approved courses per year at eighty (80%) percent of allowed costs for a maximum of one thousand five-hundred dollars. (\$1,500.00). The maximum amount of reimbursement money available per fiscal year to all bargaining unit members is ten thousand dollars (\$10,000.00)

b. If by June 1st of any fiscal year, the initial course reimbursements have not totaled ten thousand dollars (\$10,000.00), the remaining balance will be distributed as follows:

1. The business office will determine the available (unencumbered) funds by subtracting the total initial reimbursements from the sum of ten thousand dollars (\$10,000.00)

2. Determine the percentage requested but not yet reimbursed to each COBRA member per the total amount requested but not yet reimbursed.

3. Determine the reimbursement per COBRA Member by multiplying the percent per COBRA member by the available (unencumbered) funds.

4. The total reimbursement per COBRA member shall not exceed the cost of their respective courses.

3. All courses and degrees must be from an approved institution, designed to improve the COBRA member's performance in his/her particular assignment. The request shall include the endorsement of the Facilities Director. Advance approval must be obtained from the Superintendent of Schools or his/her designee at the time the specific, actual course is identified by the bargaining unit member. Substitutions for courses selected may be necessary due to changes by the college in an approved degree requirement. Substitutions must be approved by the Superintendent of Schools prior to the employee taking said course.

10. Revise Article 42 (Deferred Compensation) as follows:

Amend Article 42 by clarifying that the deferred compensation program in Article 42 applies to all bargaining unit employees by modifying the language, as follows:

"Effective July 1, 2019, the School Committee will match fifteen percent (15%) of a bargaining unit~~permanent~~ employee's weekly contribution to an approved School Committee deferred compensation plan."

11. Revise Appendix 3 (Head Custodians) as follows:

Appendix 3 at the table in Section 3.1 shall be modified by moving South Elementary from Group 2 to Group 1.

12. Revise Article 15, Part II Sick Leave Buy-Back as follows:

PART II
Cafeteria

The employer will pay to an employee upon voluntary retirement, or upon said employee's death to named beneficiary of such employee for earned but unused sick days as follows:

Employees who have both (1) been employed by the Plymouth Public Schools for ten (10) years or more and (2) accumulated at least 100 days of sick leave will be paid fifty (50) percent of the employee's unused, accrued Sick Leave calculated at the rate of the employee's wages for a full workday of work up to the maximum payment of \$3,000.00.

Employees who have both (1) been employed by the Plymouth Public Schools for twenty (20) years or more and (2) accumulated at least 100 days of sick leave will be paid fifty (50) percent of the employee's unused, accrued Sick Leave calculated at the rate of the employee's wages for a full workday of work up to the maximum payment of \$5,000.00.

Part-time employees shall have the amount paid for each day of accumulated unused sick leave prorated based upon the number of hours of work performed.

13. Revise Article 16, Part II ¶ C Annual Sick Leave Buy-Back as follows:

PART II
Cafeteria

- C. Any eligible employee who during a fiscal year uses less than two (2) days of sick leave shall earn ~~\$250.00~~ 150.00.

14. Revise Article 17(D) Personal Leave as follows:

For bargaining unit members other than cafeteria workers, Aan unused Personal Business Day may be carried over to a subsequent year, up to a maximum of two (2) days.

For cafeteria workers, an unused Personal Business Day may be carried over to a subsequent year, up to a maximum of ~~two (2)~~ three (3) days.

15. Revise Article 22 ¶ 5 Uniform Allowance as follows:

5. Cafeteria.

Uniforms for cafeteria workers shall be provided by the employer. The employer will provide, annually, 2 tee-shirts or 2 polo shirts (at employee's option), 2 aprons, and 2 visors to each employee. The employee is responsible for cleaning and maintenance. Employees are required to work in proper uniform and if they are not in proper uniform, they shall lose both work and pay for each day, and shall be subject to other discipline. A Committee will be established to select appropriate footwear for cafeteria workers, including quality, style, color, etc.

Employees who purchase such footwear will be reimbursed for each purchase up to ~~\$50.00~~ **\$150.00** annually upon submission of a paid receipt. These employees are required to wear the footwear each workday.

Employees who choose not to purchase and wear such footwear will not receive any footwear reimbursement.

Employees who purchase pants will be reimbursed for each purchase up to \$200-annually. These employees are required to wear the pants each workday. The Director of Food Services and the union will mutually agree upon a selection.

~~The employer will provide one hundred fifty dollars (\$150.00) to purchase clothing per year to each employee. This allowance shall be issued in pro-rated amounts included in employees' paychecks every two-week pay period. Pants shall be cotton/poly blend black or white. Jeans are not permitted. The Director of Food Services and the union will mutually agree upon a selection.~~

[In conjunction with this, Section 1.10 of the Cafeteria Appendix (Appx 1) will be deleted as duplicative.]

Section 1.10—Clothing Allowance

~~The existing annual pant allowance for cafeteria employees shall be converted to a clothing allowance and increased to one hundred ten dollars (\$110.00) effective July 1, 2019. The annual shoe allowance shall remain at fifty dollars (\$50.00).~~

16. Revise Appendix 1, Section 1.3(2) Bank Deposits as follows:

Section 1.3 ~~Bank Deposits-Additional Responsibilities of Team Leader~~

~~Team Leaders have been allotted one hour daily, for a total of five (5) hours per week, to complete paperwork and otherwise perform the responsibilities of the position. Those additional five (5) hours per week compensate for time and travel allowance. In Schools with Team Leaders, the Team Leaders will reconcile money and make bank deposits.~~

~~1. The Team Leader has been allotted one hour daily to reconcile money, complete paperwork and make the bank deposit.~~

~~2. This is a total of five (5) hours per week, which compensates for time and travel allowance.~~

Note: The District has agreed that, for the 2024-2025 school year, one part-time employee will move to the position of full-time employee at IBES, PSMS, WES, NMES, and possibly PSHS after further review. This agreement is being recorded here for sake of completeness. It is not to be included in the successor contract.

17. Revise Article 10(3) (Vacations) as follows:

3. If an employee has unused vacation remaining at the end of a fiscal year, such unused vacation, up to a maximum of ~~five (5)~~ten (10) days, will be carried over to the following fiscal year.

18. Revise Article 15, Part I (Custodian, Head Custodian and Skilled Craftsmen) as follows:

Delete current language:

~~The employer shall pay to an employee upon said employee's voluntary retirement, or upon the death of said employee to the named beneficiary of said employee, the value of such employee's accumulated sick leave.~~

~~In order to be eligible for this benefit, said employee must have been employed by the Plymouth Public Schools for ten (10) years or more and accumulated 100 days of sick leave. Payment shall be made at \$50 per sick day in accordance with the following table:~~

YEARS	Percentage of Accumulation
After 10 years	50%
After 15 years	55%
After 20 years	60%
After 25 years	65%
After 30 years	70%

And replace with the following language:

The employer will pay to an employee upon voluntary retirement, or upon said employee's death to named beneficiary of such employee for earned but unused sick days as follows:

Employees who have both (1) been employed by the Plymouth Public Schools for ten (10) years or more and (2) accumulated at least 100 days of sick leave will be paid fifty (50) percent of the employee's unused, accrued Sick Leave calculated at the rate of the employee's wages for a full workday of work up to the maximum payment of \$3,000.00.

Employees who have both (1) been employed by the Plymouth Public Schools for twenty (20) years or more and (2) accumulated at least 100 days of sick leave will be paid fifty (50) percent of the employee's unused, accrued Sick Leave calculated at the rate of the employee's wages for a full workday of work up to the maximum payment of \$5,000.00.

19. Revise Article 17(A) and (D) (Personal Leave) as follows:

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 our 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 "nonworking 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.

Personal business leave may be granted for personal business affairs which cannot be reasonably scheduled during nonworking hours. the following reasons only:

1. ~~Court obligations~~
2. ~~Mortgage closings~~
3. ~~Adoption of children~~
4. ~~Summons by a government agency~~
5. ~~Equivalent personal business affairs which cannot be reasonably scheduled during nonworking hours.~~

It is further understood...

[...]

D. For bargaining unit members other than cafeteria workers, an ~~An~~ unused Personal Business Day may be carried over to a subsequent year, up to a maximum of two (2) days.

For cafeteria workers, an unused Personal Business Day may be carried over to a subsequent year, up to a maximum of ~~two (2)~~ three (3) days.

20. Add New Sub-Paragraph K to Article 27 (Miscellaneous Provisions) as follows:

Bargaining unit members will be offered the opportunity to obtain and receive reimbursement for obtaining and a stipend for possessing a job-related Hoisting Engineers License (or other applicable license for operating job-related machinery) as follows:

- a. The employer will reimburse for the following costs associated with obtaining and maintaining the applicable job-related license, subject to the prior-approval provision set forth below, and payable upon successful licensure or license renewal:
 - a. The cost of the required physical (HE-DOT or similar requirement) at a facility recommended by the District or as otherwise approved by the Superintendent or designee;
 - b. The cost for required training;
 - c. The cost of required examinations;
 - d. The application/filing fees for the license; and
 - e. Related costs, as approved by the Superintendent or designee.
- b. Subject to the pre-approval requirement below, the District will pay bargaining unit members who hold job-related Hoisting Engineers Licenses \$300 per license, as an annual stipend.

- c. To be eligible for reimbursements or the stipend, each bargaining unit member must obtain prior approval from the Superintendent or designee. Such approval must be obtained at least annually.
- d. Participation will be voluntary on the part of bargaining unit members; however, bargaining unit members are not permitted to operate equipment without having the appropriate license.
- ~~a-e.~~ Bargaining unit members shall be responsible for meeting all requirements to apply for, obtain, maintain, and renew such licenses.

21. Add New Sub-Paragraph (L) to Article 27 (Miscellaneous Provisions) as follows:

Custodians, head custodians, and skilled craftsmen will be reasonably available to the management by cellular telephone and/or text/SMS messaging while on duty and are expected to respond promptly to any such calls or messages when reasonable and practicable to do so. At least annually and at any time when their cellular phone number changes, custodians, head custodians, and skilled craftsmen shall provide to Superintendent or designee the phone number where they can be reached in accordance to this provision. In the event a custodian, head custodian, or skilled craftsman does not have a cellular phone or does not wish to provide that number, they shall so notify the Superintendent or designee, who will determine appropriate alternatives. Nothing in this provision shall be construed as a requirement that employees must maintain or obtain a cell phone.

22. Revise Appendix 4 (Skilled Craftsmen), Sections 4.1 and 4.2 as follows:

Add the following new language to Section 4.1, above “Authorized Travel Pay”

4.1 SALARY AND DIFFERENTIALS

[...]

Skilled Craftsmen will be paid an annual stipend of \$1,000 (one-thousand dollars) for job-related CSL, refrigeration/HVAC, master plumbing, journeyman plumbing, master electrician, or journeyman electrician licenses. Bargaining unit members are responsible for meeting all requirements to obtain, maintain, and renew such licenses and for providing to the Superintendent or designee information sufficient to establish the employee holds the job-related license on at least an annual basis.

This stipend will be paid, less deductions, before the end of the fiscal year. It is intended that this pay will qualify as salary for retirement benefits.

Authorized Travel Pay

[...]

Section 4.2 PERFORMANCE APPRAISAL SYSTEM ~~WITH MERIT PAY~~

~~Each employee in the Skilled Craftsmen bargaining unit will receive his annual salary as per Article XXVIII, Wages Annual Salary, of this Collective Bargaining Agreement. In addition,~~

~~an employee who receives an annual performance appraisal in "The Annual Review" at a level of 4—Exceeds Requirements or 5—Outstanding, as those categories are defined in the Performance Appraisal System, will receive, as **merit pay**, an additional salary of ¼% for level 4 or ¾% for level 5. Conversely, a deduction to salary of ¼% for level 1 and ½% for level 0. This additional salary will be paid in a lump sum, less deductions, before the end of the fiscal year. The deduction will be made in a lump sum before the end of the fiscal year. It is intended that merit pay will qualify as salary for retirement benefits.~~

~~Skilled Craftsmen's performance will be evaluated in accordance with Section 4.4 of this Appendix 4. If there is a lack of concurrence between the Evaluator of Record and the person conducting the Second Level Review, the Superintendent or his designee and a designee chosen by the Association will meet with the evaluators to reach a concurrence.~~ It is the understanding between the parties that all rating decisions by the Evaluator of Record, the Director of Facilities, will be based only upon the criteria of the Performance Appraisal System. Evaluations will not be based upon budgetary restraints.

If there is a lack of concurrence between the Evaluator of Record and the person conducting the Second Level Review, the Superintendent or his designee and a designee chosen by the Association will meet with the evaluators to reach a concurrence. The only provisions of the Performance Appraisal System which are subject to the Grievance and Arbitration provisions of the Collective Bargaining Agreement are the procedures for conducting the Performance Appraisals that are contained in the section entitled, "INSTRUCTIONS." None of the mid-year Ratings or Comments, or Annual Ratings or Comments, or Second Level Review decisions, may be grieved.

23. Revise Article 37 (Elections) as follows (per MOA):

Custodians, Head Custodians, and/or Skilled Craftsmen who work for the Town of Plymouth Town Clerk on an election day will be paid ~~\$300.00~~ ~~\$150.00~~ by the Town Clerk. They will open and close the buildings and perform other work under the direction of the Town Clerk. They will be available for one callback during the election.

IN WITNESS WHEREOF, THE PARTIES TO THIS Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of this _____ Day of _____ 2024

For the School Committee:

For Collective Bargaining Relief Association:

Michelle Badger, Chair School Committee

Dale Webber, President COBRA

By its Head Custodian Unit:

By its Skilled Craftsmen Unit:

Roger Ellis

James Davin, Steward

By its Cafeteria Unit:

By its Cafeteria Unit:

Danielle Kiefer

Caryn Eaton

By its Custodial Unit:

By its Custodial Unit:

Steven Collyer, Steward

Jae Johnson, Steward