

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**MILTON CLERICAL UNIT**  
**OF THE**  
**SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION**  
**AND THE**  
**TOWN OF MILTON**

**JULY 1, 2022– JUNE 30, 2025**

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## **ARTICLE I RECOGNITION**

The Town of Milton recognizes the Southeastern Public Employees Association (hereinafter, "the Union" or "the Association") as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time clerical employees employed by the Town of Milton, including senior administrative clerks, principal clerks, administrative assistants, bookkeepers, payroll clerks, assistant town accountant, assistant town treasurer, deputy collector, and assistant town clerk, excluding the administrative assistant to the police chief, the executive secretary to the Board of Selectmen, seasonal employees, managerial and confidential employees, and all other Town employees.

## **ARTICLE II UNION DUES AND FEES**

- A. The employer shall deduct Union dues and initiation fees from the earned wages of employees in an amount determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by the employee on an appropriate form, a copy of which must be submitted to the Treasurer.
- B. The Union will indemnify, defend and hold the Town harmless against any claims made and against any suits instituted against the Town on account of payroll deduction of the Union dues, initiation fees or the Agency Service Fee. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE III MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the Town of Milton, its Select Board and the Town Administrator, the exercise of its functions of management and in the direction and supervision of the Town Departments. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend, demote, discharge or otherwise discipline for just cause; transfer or promote; layoff because of lack of work or lack of funds; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs, abolish existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in job skills, except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Town Administrator and Department Heads or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf,

retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control Town Departments.

By way of example but not limitation, Management retains the following rights:

- (1) to determine the mission, budgets and policies of the Town;
- (2) to determine the organization of the Town Departments, the number of employees, the work functions, and the technology of performing them;
- (3) to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
- (4) to determine the methods, means and personnel by which the Departments' operations are to be carried out;
- (5) to manage and direct employees of the Departments;
- (6) to maintain and improve orderly procedures and the efficiency of operations;
- (7) to hire, promote, and assign employees;
- (8) for legitimate safety purposes, to transfer, temporarily reassign employees to other assignments or other duties;
- (9) to determine the equipment and technology to be used;
- (10) to determine the policies affecting the hiring, promotion, and retention of employees;
- (11) to establish qualifications for ability to perform work in classes and/or ratings, including physical and intellectual qualifications;
- (12) to decide to lay off employees in the event of lack of work or funds;
- (13) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- (14) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

- (15) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- (16) to suspend, demote, discharge, or take other disciplinary action against employees with just cause;
- (17) to determine its internal security practices;
- (18) to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for Town purposes; and
- (19) to allocate monies appropriated by the Town for the operation of Town Departments, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, Management may exercise its rights under this Article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice an opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's education and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that consuming alcoholic beverages or taking illegal drugs on the job or being under the influence of alcohol or illegal drugs during any period of the day may be grounds for discharge from employment with the Town of Milton.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Town, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be

deemed or construed to impair or limit the powers and duties of the Town under the laws of the Commonwealth.

## **ARTICLE IV** **GRIEVANCE PROCEDURE**

- A. A grievance is defined as a dispute, which may arise over the application, meaning or interpretation of specific provision(s) of this Agreement.
- B. The Grievance must be reduced to a written statement and must contain the nature and facts of the grievance, the section of the contract allegedly violated and remedies sought.
- C. The purpose of this Grievance procedure is to settle all alleged grievances as quickly as possible and at as low a level as possible so as to improve efficiency and employee morale in the Department.
- D. Grievance Procedure:

Step 1. The Union and/or the employee involved shall submit the grievance in writing to the Department Head within fifteen (15) working days, excluding holidays and weekends, after the Union and/or the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. In the event that the grievance affects a class of bargaining unit employees, the grievance shall so specify and shall be submitted and signed at Step 1 by a representative of the class.

Step 2. If the grievance has not been resolved within fifteen (15) working days after its submission to the Department Head, it may be submitted to the Town Administrator in writing within five (5) working days after the response of the Department Head or the date on which the answer is due.

Step 3. Within ten (10) working days after receipt of the grievance, the Town Administrator shall hold a hearing with the grievant and a Union representative and/or Union counsel, provided that if Union counsel is to attend, the Union shall give the Town seventy-two (72) hours notice, and shall render a decision within ten (10) working days after the hearing.

Step 4. If the grievance has not been resolved by the Town Administrator, the Association may submit the grievance to arbitration within fifteen (15) working days following the Town Administrator's answer or the date on which said answer was due, with a copy of the submission letter to the Department Head and the Town Administrator.

- E. Time Limits: The time limits specified in the preceding paragraphs may be extended by written or oral agreement of both parties. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Association of all rights under this Article, and failure to answer in a timely

fashion will be deemed a denial by the Town, authorizing the Association to proceed to the next step.

- F. The Arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modifies or abridges the management rights prerogatives of the Town. Costs of arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the Town and the Association.
- G. Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.
- H. An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task, but shall perform the same and then submit his/her protest as a grievance, unless the employee reasonably believes that his/her safety would be in jeopardy if he/she complied with the order.
- I. In a retroactivity dispute neither may a settlement or adjustment by the Town nor may an Arbitrator's award be retroactive beyond the occurrence of the events giving rise to the instant grievance.
- J. An Arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedure set forth above. Failure on the part of the employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein, the grievance shall become waived.
- K. No grievance of any nature whatsoever shall be processed to arbitration under the arbitration provisions of this Article unless the employee shall first, in writing, waive his/her right to file a claim to litigate the issue in dispute in dispute under the laws of the Commonwealth of Massachusetts or any court or administrative agency of the Commonwealth or the United States. Likewise, no grievance of any nature whatsoever which has been or is being adjudicated under the laws of the Commonwealth or before an administrative agency may be taken up and determined under arbitration provisions of this Agreement.

## **ARTICLE V** **DISCRIMINATION AND COERCION**

There shall be no discrimination or coercion by supervisors or other agents of the employer against any employee because of their activity or membership in the Association. This article shall not be grievable or arbitrable.

## **ARTICLE VI** **UNION REPRESENTATIVES**

A written list of the names of the Association stewards and Bargaining Committee shall be furnished to the Town Administrator and Department Head immediately after their designation and the Association shall notify the Town Administrator and Department Head of any changes.

One of the above shall be granted reasonable time off during working hours to investigate and settle grievances.

No more than two Association members, but not from the same Department, will be given time off with pay not to exceed two days every other year to attend Association related meetings and conventions.

Association members shall not be permitted to conduct union meetings during regular working hours.

## **ARTICLE VII** **SENIORITY**

A. Seniority within the Association shall commence from the date of appointment.

B. Seniority shall not be broken by use of accumulated leave factors (e.g. vacation sick time, personal days) or any military service. However, seniority shall not continue to accrue during any leaves of absence or period of suspension from work.

C. In the event of any reduction in the workforce, layoffs shall be by bargaining unit seniority, as determined under paragraph A above and as described herein, with employees being laid-off in reverse order of seniority. Any bargaining unit employee who is being laid-off shall have a one (1) time right to bump the least senior employee in the same or any lower classification. Any employee that bumps into a lower level position will remain at their current step but in the lower level rate of pay. Employees shall be required to successfully complete a six month probationary period as outlined in Article XXVI, Section G, Miscellaneous Provisions. Whether or not an employee is qualified shall be determined by using the definition of qualified in Article VIII, B of the contract, subject to the following modification. In the event that an employee bumps into another position for which he/she is not currently qualified, he/she shall receive training within the first four (4) weeks of assuming the position in the area(s) for

which he/she is not currently qualified. At the completion of the training referenced herein, the employee shall be deemed to be qualified consistent with the definition set forth in this section.

D. Employees who are laid off will have recall rights for one year from the date of their layoff. Laid off employees will be recalled in order of seniority, provided that they are qualified to fill the position, consistent with the parties' definition of "qualified" in Article VIII, B. Recall rights shall be retroactive to any lay offs that occurred in June 2006.

E. Seniority shall prevail in the choice of the first two weeks of vacation time.

F. An employee's first six (6) months of employment with the Town shall be considered the employee's probationary period. During that time, a probationary employee who is disciplined or discharged shall not have recourse to the grievance and arbitration procedure.

## **ARTICLE VIII** **JOB POSTING AND BIDDING**

A. When a position covered by this Agreement becomes vacant and if the Employer determines to fill the vacancy, the Department Head will first consider employees who are represented by the Association. The vacancy shall be posted in a conspicuous place and shall list the rate of pay, number of hours, and job description along with an outline of the required qualifications for the job. This notice shall remain posted for seven (7) working days unless waived in whole or part by the Association. Employees interested shall apply in writing to the Department Head within the seven (7) working day posting period. Within twenty (20) working days of expiration of the period, the Department Head shall recommend the awarding of the position to a qualified applicant, if any, from within the bargaining unit. The Department Head shall consider the bargaining unit seniority of all applicants. The Department Head shall take into consideration any experience an applicant may have had performing some or all of the duties of the vacant position. When a position covered by this Agreement becomes vacant and a bargaining unit employee applies for the position, the Town will interview each bargaining unit applicant. In the event that the Town decides not to hire a bargaining unit applicant, it will notify the applicant in writing with the reason or reasons for its decision to seek outside applicants.

In the event that there is no qualified applicant from within the bargaining unit, in the opinion of the Department Head, the Town reserves the right to then advertise the vacancy and select the most qualified applicant from outside the bargaining unit that has responded to an advertisement of the position.

B. For the purposes of this Agreement, qualified shall mean that the candidate possesses, at the time of application, the necessary skills, education, and experience to successfully perform all of the duties outlined in the job description, and has performed satisfactorily at his/her current position.

## **ARTICLE IX HOURS OF WORK**

- A. The regular hours of work each day shall be from 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch. The unpaid lunch shall begin no earlier than 11:00 a.m. and end no later than 3:00 p.m. Any variation shall be approved by the Department Head in advance. The regular hours of work on Friday shall be 8:00 a.m. to 1:30 p.m. with no lunch break.
- B. The workweek shall consist of five (5) consecutive days, Monday through Friday inclusive.
- C. The normal work day for Town Office employees shall be seven and one-half (7.5) hours.
- D. Except for emergency situations, as determined by the Town Administrator or the Department Head, work schedules shall not be changed.
- E. Notwithstanding the foregoing, the Association and the Town agree that, upon the request of an individual employee, group of employees, or the Town, they will meet and negotiate concerning a flexible work schedule to accommodate the needs of the individual, the group, or the Town. No such flexible work schedule shall be implemented without the express agreement of the Association and the Town.

## **ARTICLE X MEALS**

All employees shall be granted a one-hour unpaid-meal period during each work shift, except that any work shift that is ten (10) hours or more in duration shall include two (2) one-hour unpaid meal periods. Unless an employee has a private office, meals shall be taken away from the employee's work station, provided that the Town provides a room for employees to eat their lunch between the designated lunch hours.

## **ARTICLE XI REST PERIODS**

All employees' work schedules shall provide for a ten (10) minute paid rest period during each one-half (1/2) shift, on site. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. Only one (1) person per department may be on said break at any one time and may not take it at their desk or at the desk of another Town employee.

## **ARTICLE XII OVERTIME**

A. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1.5) times his regular rate of pay for work in excess forty (40.0) hours in one week. All work performed on Sundays or holidays shall be paid at the rate of two (2) times the regular rate of pay.

B. If overtime is required of any employee and the department to which the employee is assigned has no overtime account, the employee shall receive compensatory time off at the rate of time and one-half for each hour of overtime worked, provided that the scheduling of such compensatory time shall be subject to the operating needs of the department. Prior to any employee working any hours in excess of his/her regular work week, the employee shall first obtain the advance approval of the Department Head before performing the work. During the life of this agreement, no employee may have more than forty (40) hours of compensatory time on the books at any given time, except with the express permission of the Department Head under mitigating circumstances.

C. Overtime shall be equally and impartially offered to personnel in each area who ordinarily perform such related work in the normal course of their workweek.

### **ARTICLE XIII** **SICK LEAVE**

A. Sick leave shall be granted for sickness or injury to the employee and for absence because of quarantine in the household.

B. Paid sick leave shall be granted to all regular full-time employees in accordance with the following table. Regular part-time employees shall have paid sick leave periods on a proportionate basis. Sick leave will be accrued on a monthly basis.

<u>Years of Service</u>	<u>Leave</u>
From 6 months through 5 years	1 day per month
After five years	1.5 days per month

Effective July 1, 2014, for employees hired on or after this date, sick leave shall accrue as of each July 1<sup>st</sup>.

<u>Years of Service</u>	<u>Leave</u>
From 6 months through 5 years	5 days per fiscal year
After 5 years through 10 years	7 days per fiscal year
After 10 years	10 days per fiscal year

The above sick days shall accrue 1/12 each month. Sick days for employees hired on or after July 1, 2014 shall not accrue more than fifty (50) days.

C. In the case of illness or non-occupational injury that prevents the employee from working, pay shall be continued to the extent of the accumulated paid sick leave credits. Any

case in which the credits are insufficient shall be considered on its own merits in keeping with existing laws.

D. Notification of absence shall be given by the employee as early as possible on the first day of absence. Such notice shall be given directly to the employee's Department Head, other senior Department personnel, or the Personnel Director. If such notification is not made, such absence may, at the discretion of the Department Head, be treated as an unauthorized absence and applied to absence without pay.

The head of each Department shall inquire into and ascertain the validity of any request for non-occupational sick leave made by an employee of the Department. Such inquiries may include requiring the employee to provide written documentation of the illness from an appropriate health care provider after the employee has been out of work for four (4) or more consecutive work days. If the Department Head determines that the absence is not valid and/or the employee fails to produce said documentation following written notice from the Department Head, he/she may charge the employee personal and/or vacation time or apply it to absence without pay.

Employees who regularly utilize sick leave on Fridays and/or Mondays; the days before or after holidays; and/or the days immediately before or after vacation periods may be required to produce written documentation from an appropriate health care professional as to the illness or condition.

Repeated invalid use of sick leave and/or failure of the employee, following written notice from the Department Head, to produce documentation shall be subject to disciplinary action and/or mandatory referral to the Employee Assistance Program.

E. The Department Head, Town Accountant, and/or Town Administrator shall maintain a record for each employee of all sick leave used and accumulated. A summary of said sick leave record shall be sent to the Association representative within the month of July each year.

F. Any employee who is absent from work because of injury arising out of employment in the Town and who is collecting income replacement benefits pursuant to G.L. c. 152, the Workers Compensation law, shall be permitted to supplement the Workers Compensation benefit such that their total weekly compensation is equal to the compensation to which the employee is entitled under the compensation provisions of this Agreement. Additional sick time, vacation time, and personal days shall not continue to accrue after an employee has been out of work for four (4) months or more on workers' compensation.

G. Employees shall be permitted to use five (5) days per year of their sick leave allowance for the care of an immediate family member. Notification of and the reason for absence shall be given by the employee as early as possible on the first day of absence. Such notice shall be given directly to the employee's Department Head or the most senior person available, but in no case shall such notification be later than one-half (1/2) hour after the beginning of the employee's shift. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.

H. Employees who are employed for eighteen (18) or more consecutive years and who die or retire under Chapter 32 of the Massachusetts General Laws because of disability or superannuation shall be eligible for compensation for unused sick leave. Upon termination for reasons other than retirement, employees lose all rights to sick leave credits.

I. In order to be eligible to buy back accrued but unused sick leave upon retirement, an employee must notify the Town Administrator's office in writing no later than September 15<sup>th</sup> of the fiscal year prior to the fiscal year that the employee wishes to access the sick leave buyback. Retiring employees will receive their buyback compensation in the ensuing fiscal year. Employees who notify the Town Administrator after September 15<sup>th</sup> of the fiscal year prior to the fiscal year that the employee wishes to access the sick leave buyback shall receive the buyback in the following fiscal year.

Effective July 1, 2013, after twenty (20) years of full-time employment, eligible full-time employees shall receive \$40.00 per day for each day of sick leave accumulated in excess of 35 days, with no maximum. After twenty-five (25) years of full-time employment, eligible full-time employees shall receive \$45.00 per day for each day of sick leave accumulated in excess of 35 days, with no maximum. Regular part-time employees shall be compensated on a proportionate basis for each day of sick leave accumulated in excess of 35 days, with no maximum.

Effective July 1, 2004, after twenty (20) years of full-time employment, eligible full-time employees shall receive \$30 per day for each day of sick leave accumulated in excess of 50 days, with no maximum. After twenty-five (25) years of full-time employment, eligible full-time employees shall receive \$35 per day for each day of sick leave accumulated in excess of 50 days, with no maximum.

Employees who work five days a week but a reduced number of hours each day shall be eligible for the sick leave buyback on a pro-rated basis.

Effective July 1, 2013, new employees to the Town shall not be eligible for sick leave buyback.

#### **ARTICLE XIV BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, the employee will be granted up to five (5) days leave without loss of pay, and such leave shall not be charged to sick leave or vacation leave. "Immediate family" shall be defined for the purposes of this Article to mean spouse, domestic partner, child, parent, brother, or sister.

In the event of the death of an employee's grandmother, grandfather, mother-in-law, father-in-law, grandson, granddaughter, son-in-law or daughter-in-law, brother-in-law, or sister-in-law, the employee will be granted up to three (3) days of leave without loss of pay and such leave will not be charged to sick leave or vacation leave.

Effective July 1, 2009, in the event of the death of an employee's aunt or uncle, the employee will be granted one (1) day of leave without loss of pay and such leave will not be charged to sick leave or vacation leave.

## **ARTICLE XV PAY OUT OF GRADE**

It is agreed that, at the beginning of the third (3<sup>rd</sup>) week whenever an employee covered by the provisions of this Agreement, who is not a senior employee, performs the duties of a Department Head/senior employee in his/her department, said employee shall receive an additional five dollars (\$5.00/hour) out of grade pay for hours worked.

## **ARTICLE XVI BULLETIN BOARD**

The Town will allow the Association to place one bulletin board, which the Association must supply, in one location in the Town Office Building, the location to be determined by the Town Administrator. Likewise, the Association may purchase and place one bulletin board in other Town facilities in which Association members work, the location which will be determined by the appropriate Department Head. In no case shall the Association use the Town's official bulletin boards, information racks, or doors or windows to post or disseminate union notices and information.

## **ARTICLE XVII TEMPERATURE CLAUSE**

Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Town Administrator. Should the Town Administrator order suspension of work for a portion of, or for the remainder of, the day, the employee so relieved will be paid straight time rates to the end of the day. However, employees may be reassigned to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work. This clause shall not be subject to the grievance and arbitration procedure of this agreement.

## **ARTICLE XVIII LONGEVITY**

Employees covered by this Agreement who have been in continuous service for five years or more shall receive special compensation as follows: \$180.00 after five years of service and \$28.00 for each additional year up to a maximum of \$1,000.00 per year. The employee's initial date of hire shall be used for computing length of service. Longevity payments shall be payable on the anniversary date of employment. For a regular part-time employee, the applicable payment shall be pro-rated to reflect the proportion of his/her average hours per week over the course of a month to 37.5 hours per week.

Effective July 1, 2015, employees covered by this Agreement who have been in continuous service for five years or more shall receive special compensation as follows: \$250.00 after five years of service and \$40.00 for each additional year up to a maximum of \$1,500.00 per year.

## **ARTICLE XIX PERSONAL LEAVE**

Employees covered by this Agreement shall be guaranteed four (4) personal leave days each contract year beginning July 1<sup>st</sup>. Except in an emergency, the employee shall provide the Department Head with a minimum of two days (48 hours) advance notice when requesting time, thereafter, employees may carry forward up to four (4) personal days from the previous fiscal year.

Effective July 1, 2019, new employees to the Town shall be eligible for four (4) personal days per contract year. Employees in their first year of employment only who begin employment after July 1<sup>st</sup> shall have their personal days pro-rated to the nearest half day. Unused personal days for new employees may not be carried over from one contract year to the next.

## **ARTICLE XX COURT TIME**

The Town agrees to make up the difference in the employee's wage between a normal day's wages and the compensation received by the employee for jury duty or appearing in court as a witness for the Town, subject to the employee providing documentation of his/her compensation from the courts or, alternatively, turning such additional compensation over to the Town.

## **ARTICLE XXI SAFETY**

The Town agrees to provide employees with safe working conditions. This clause shall not be subject to the agreement's grievance procedure.

## **ARTICLE XXII HOLIDAYS**

A. The following shall be considered to be paid holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Patriot's Day	1/2 Day before Christmas
Memorial Day	Christmas
Independence Day	Labor Day

Columbus Day

Juneteenth

B. Holiday pay for bargaining unit employees shall be at straight time rate for the number of hours in the employee's average work day per week.

C. Any employee required to work on a holiday listed above in A shall receive, in addition to the regular holiday pay, an amount equal to one and one-half times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate.

D. When a holiday in this section occurs on a Saturday, it will be observed on the Friday preceding; when a holiday in this section falls on a Sunday, it will be observed on a Monday.

E. Should any of the above holidays fall on an employee's vacation day, he shall be granted an additional vacation day.

F. Regular part-time employees shall receive pro-rated holiday benefits based on the proportion of his/her average hours per week over the course of a month to 37.5 hours per week.

G. If an employee calls in sick either the work day before or the work day after a holiday, that employee is not eligible for holiday pay. However, the employee may use a sick day to maintain compensation for the holiday.

H. If an employee has been out sick five (5) consecutive work days preceding or following a holiday and submits a doctor's note, the Department Head has the discretion to waive the holiday pay restriction as outlined in Section G.

## ARTICLE XXIII VACATION LEAVE

A. In each fiscal year, employees shall be granted vacations in accordance with the following periods. All vacation time shall be computed as of July 1 of each year. Bargaining unit members may carry over up to five (5) earned vacation days from one fiscal year to the next. A new employee with the Town will receive one (1) week of vacation after the completion of six (6) months of employment. Thereafter they shall accrue vacation days as of July 1<sup>st</sup>.

<u>Years of Service</u>	<u>Vacation</u>
-------------------------	-----------------

With completion of Six (6) months of employment	1 weeks
--	---------

Beginning with the 2nd year of employment through 5 years	Two weeks
--	-----------

Beginning with the 6 <sup>th</sup> year vacation period and through the 10 <sup>th</sup> year vacation period	Three weeks
Beginning with the 11 <sup>th</sup> year vacation period and through the 14 <sup>th</sup> year vacation period	Four weeks
Beginning with the 15 <sup>th</sup> year vacation Period and through the 20 <sup>th</sup> year Vacation period	Twenty-Three (23) Days
Beginning with the 21 <sup>st</sup> year vacation	Five weeks

B. Accrued vacation shall be used during the following year, between July 1 and June 30, or shall be forfeited, except in extenuating circumstances, which shall require the approval of the Town Administrator, who will consult with the Department Head.

C. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be paid to the employee's spouse or estate.

D. Part-time employees shall accrue vacation on a pro-rated basis.

E. Requests for the use of vacation time must be approved by the Department Head, and shall be made at least one week before the date on which vacation is sought.

#### **ARTICLE XXIV GROUP INSURANCE**

The Town shall continue to provide Health Insurance benefits for members of the unit to be determined through a process of Coalitional Bargaining between the Town and the Unions representing bargaining units of its employees.

#### **ARTICLE XXV LEAVE OF ABSENCE**

##### **A. Family and Medical Leave**

Use of Family and Medical leave by Association members shall be governed by the Town of Milton's Family Medical Leave Policy, but decisions rendered under that policy shall not be subject to the grievance and arbitration provisions of this contract.

##### **B. Other Leaves of Absence**

A leave of absence up to six (6) months may be granted to employees at the discretion of the Town Administrator, upon the recommendation of the Department Head, subject to the following conditions:

1. The employee shall make written application for a leave of absence to his/her Department Head, who will forward the request along with his/her recommendation to the Town Administrator.
2. All such leaves of absence shall be unpaid leave. The employee will not continue to accrue vacation time, sick time, personal days, or seniority during leaves.
3. The Town will continue to provide health insurance coverage for the employee for the first month of any such unpaid leave. During the remaining period of an approved leave, the employee may maintain health insurance coverage by paying the full amount of the premium.
4. Such unpaid leaves of absence shall not be granted to enable an employee to accept employment elsewhere on a trial basis.
5. Failure to return from an approved leave of absence shall constitute basis for termination.
6. Decisions of the Town Administrator relative to Leave of Absence shall not be subject to the grievance and arbitration provisions of this contract.

## **ARTICLE XXVI** **MISCELLANEOUS PROVISIONS**

A. Should any provision of the Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

B. Access to premises - The Town agrees to permit representatives of the Southeastern Public Employees Association individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

C. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if the employee who normally performs that work is available and able to perform his/her normal work functions; provided, however, that it is understood that this clause shall not infringe upon the Town's ability to use seasonal employees, community service workers, volunteers, interns, consultants, or like individuals.

D. An employee required to use his/her own vehicle specifically for Town business shall be reimbursed at the applicable rate established by the I.R.S. and in effect at the time of

such vehicle use, provided, however, the travel must be specifically authorized by the Department Head and only if no Town vehicle is available for the traveler. Moreover, the Town specifically will not reimburse employees for commuting between their homes and work.

E. An employee who wishes to seek reimbursement for taking job-related courses should, prior to taking said course, submit a written request and obtain written approval for reimbursement, from his/her Department Head. To be valid, the Department Head's approval must be ratified by the Town Administrator. Then, upon successful completion of the course or other educational activity, he/she shall submit documentary evidence of passing grades (in the case of a class), or certificates of completion (in the case of a non-graded program), to his/her Department Head, who shall, within a reasonable time thereafter, authorize reimbursement for tuition, books, and fees for up to \$300 per contract year, per employee. Regardless of the number of persons who wish to seek reimbursement under this paragraph, the maximum, total annual reimbursement amount for the entire bargaining unit may not exceed \$1,500 per contract year. Once the bargaining unit's maximum has been reached, no further reimbursements will be made. Notwithstanding the \$300 per employee per contract year maximum, in the event that the entire \$1,500 per year bargaining unit maximum would not be expended, assuming passing grades for all employees, based on requests for reimbursement that are approved by January 31 of each year, then any employees who have already been approved for reimbursement for \$300 each that contract year may apply for additional reimbursement subject to the bargaining unit annual limit of \$1,500.00.

F. Employees with prior approval of their supervisors shall be granted leave of up to three (3) hours for the purpose of donating blood, provided that the Town receives documentation of the blood donation by the employee and not to exceed two times per calendar year.

G. Unless otherwise provided by law, all newly appointed, promoted, or transferred employees shall be required to successfully complete a probationary period to begin immediately upon the employee's starting date, promotion date, or transfer date and to continue for a six-month period. The probationary period shall be used by the Town Administrator and Department Heads to observe and evaluate the employee's attitude, conduct, and work habits. Upon expiration of the probationary period, the Town Administrator or other appointing authority, through applicable Department Heads, shall notify the probationary employee in writing that:

- (i) the employee's performance meets satisfactory standards and the individual will be retained in the position; or
- (ii) the employee's performance, due to extenuating circumstances, requires additional observation and that the probationary period will be extended an additional period of time not to exceed three months; or
- (iii) the employee is to be removed from the position will occur.

Any employee who is promoted or transferred and is removed from his/her new position under subsection (iii) above, or is displaced as the result of another employee's removal under subsection (iii) above, shall have the right to bump back into the position he/she held immediately prior to his/her promotion or transfer.

Any time during the probationary period, the Town Administrator or any appointing authority may remove a probationary employee if it is revealed that the employee intentionally falsified information relating to application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The Town Administrator or other appointing authority shall notify the probationary employee in writing of termination and the effective date of the action. The employee may not appeal the removal.

The Town Administrator recognizes the need to receive input from a board or commission when reviewing the performance of a probationary employee, if such employee provides staff support to a board or commission.

- H. Employees will be subject to annual performance review by their employer. For purposes of this section, the employer is the Board of Selectmen, acting through its Town Administrator and Department Heads, or other elected or appointed boards or officials who act as their own Appointing Authority. Completed Performance Reviews must be submitted to the Town Administrator by June 1<sup>st</sup>. The reviews must be signed the Department Head or other official who wrote the review and shall be presented to each employee in a meeting with such Department Head or official. The employee shall sign the review solely for the purpose of indicating that s/he has received a copy of the document. An employee's signature shall not indicate his/her agreement with the content of the review. The annual performance review shall not serve as a prerequisite to the annual automatic step raises provided for under the terms of Article XXVIII and Appendix A below.
- I. Bargaining unit members upon written request have a right to review the contents of their personnel file.

## **ARTICLE XXVII** **STORM CLOSING**

In the event that Town offices where bargaining unit members work close during the course of a business day due to inclement weather conditions or other emergency condition, bargaining unit members who are at work that day shall nevertheless receive a full day's pay for the day. In the event that a bargaining unit member is unable to get to work due to inclement weather during a day in which Town offices are open for business, the employee must use a vacation or personal day to be compensated for that day. In the event that Town offices where

bargaining unit employee's work do not open due to inclement weather or other emergency condition, employees shall nevertheless be paid for the day. On any day when Town offices are closed due to inclement weather or other emergency conditions and any bargaining unit member is nevertheless required to work, he/she will be compensated with one hour of paid time off for every hour worked during such inclement weather or emergency in addition to his/her regular compensation. The Town will notify the dispatchers at the police station when the Town offices are closed due to inclement weather conditions or other emergency conditions, and employees may ascertain whether or not Town offices are closed by contacting the dispatchers by telephone. Decisions about whether to open or close Town offices shall not be subject to the grievance and arbitration provisions of this contract. In the event the Town Hall closes early due to inclement weather the Selectmen's Office will be responsible for notifying all departments.

## **ARTICLE XXVIII** **WAGE AND CLASSIFICATION PLAN**

- A. Effective July 1, 2022, increase wages (all steps and grades) by two-percent (2%).  
Effective July 1, 2023, increase wages (all steps and grades) by two-percent (2%)  
After the application of the percentage increase, increase Step 8 by an additional one-half percent (0.5%)  
Effective July 1, 2024, increase wages (all steps and grades) by two-percent (2%).  
After the application the percentage increase, eliminate the current Step 10 and create a new Step 9, which shall be two percent (2%) higher than Step 8. After creating a new Step 9, create a new Step 10, which shall be two and one-half percent (2.5%) higher than Step 9.
- B. Effective July 1, 2020, up to two (2) bargaining unit members who want their positions considered for reclassification must submit to the Association, who will submit to the Town Administrator by no later than September 1st of the year preceding the fiscal year in which any reclassification would become effective. Such written application shall include all of the reasons that the employee believes that the classification of the position is no longer valid. All such applications will be submitted to a qualified and objective third party selected by the Town, in consultation with the Association, to evaluate their merit. The cost of performing the reclassifications shall be paid as follows: employees shall contribute fifteen percent (15%) toward the cost of performing the reclassification and the Town shall contribute eighty-five percent (85%) of the cost of performing the reclassification. The Town, the Association and the affected bargaining unit members agree to be bound by the recommendation of the third party advisor. An employee whose existing base salary exceeds the salary range for his/her position's grade following a reclassification shall remain at that base salary compensation until such time as the salary range for his/her position is adjusted to exceed that base salary. Once a bargaining unit member has applied for a reclassification, regardless of the outcome of that decision, the member may not reapply to have his/her position reclassified for four (4) years. Any employee whose position is reclassified will move down one step and over two to the right.

## **ARTICLE XXIX** **SICK LEAVE BANK**

Members of this bargaining unit may voluntarily contribute one (1) day per year of their accumulated sick days for use by a participating member whose sick leave is exhausted through a prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by unit intending to return immediately after the prolonged illness.

### General Provisions and Requirements for Eligibility:

1. The Sick Leave Bank will be used only when the unit member is prevented from working because of sickness or injury to the member and when this disability is for a prolonged nature; that is, ten (10) consecutive days or more.
2. A doctor's certificate shall be required for benefits under the Sick Leave Bank.
3. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days have been exhausted. The Sick Bank Plan will cover only seventy-five (75) working days of any one (1) prolonged illness and the plan will end on the last day of the fiscal year in which the prolonged illness began.
4. Unit members using the benefits of the Sick Leave Bank must sign a Sick leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness for a minimum of at last the length of the leave and to meet all terms of the regulations. Default of this signed agreement would result in refunding to the Town of Milton twice the amount of the salary received while covered by sick leave from the Sick leave Bank except in cases where the employee is unable to ever return to work because of the prolonged illness. Any change in the agreement must have prior approval by the Sick leave Bank Committee.

### Membership

A unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract must be submitted by July 15 of each year. Unit members wishing to join must contribute one (1) day per year covered by the Bank.

### Initial Funding of the Bank

The Bank shall be funded initially by the employees contributing to the bank; the Town of Milton will match the number of days contributed by the employees on a one-for-one basis.

## **ARTICLE XXIX** **SICK LEAVE BANK**

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### Membership

A unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract must be submitted by July 15 of each year. Unit members wishing to join must contribute one (1) day per year covered by the Bank.

### Initial Funding of the Bank

The Bank shall be funded initially by the employees contributing to the bank; the Town of Milton will match the number of days contributed by the employees on a one-for-one basis.

### Administration

The Sick Leave Bank will be administered by a committee of three (3) members from the Union. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirements as specified above. Only those unit members who each year voluntarily contributed to this Bank shall be eligible for its benefits.

The Union shall appoint annually a member of the bargaining unit to record the number of days available in the Sick Leave Bank and to make a report of the same on a monthly basis to the Sick Bank Committee.

### **ARTICLE XXX**

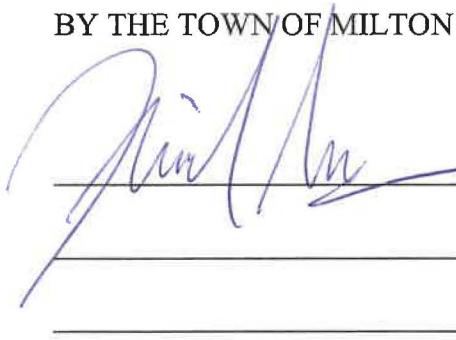
Effective July 1, 2023, all bargaining unit members shall be subject to the Town's Drug and Alcohol policy, which shall include random testing, except for marijuana, and possible discipline all in accordance with the Town's Drug and Alcohol Policy. Procedures for testing shall be consistent with the Policy, except that DOT/CDL requirements shall not apply to bargaining unit members.

### **ARTICLE XXXI** **DURATION**

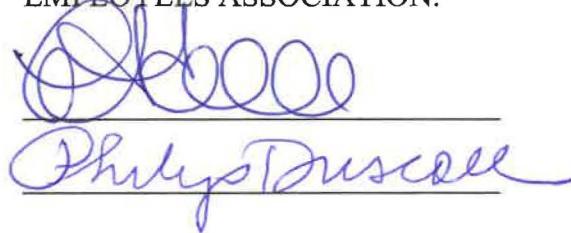
This Agreement shall be effective as of July 1, 2022 and shall remain in force and effect until June 30, 2025.

Negotiations for a successor agreement shall take place upon notice from either party to the other to such effect. During negotiations for a successor agreement, this Agreement shall remain in full force and effect until a successor agreement has been executed.

BY THE TOWN OF MILTON

A blue ink signature of the Town of Milton, consisting of stylized, flowing lines that form the letters 'M' and 'T'.

FOR THE SOUTHEASTERN PUBLIC  
EMPLOYEES ASSOCIATION:

A blue ink signature of Philip Duscell, featuring the name 'Philip' above 'Duscell' in a cursive script.

			<u>SPEA</u>		<i>Revised to SR 7-24-2023</i>					
<b>7/1/2022</b>	<b>FY23</b>									
COLA:	0.02									
Grade	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 10</u></b>	
Grade 4	25.3960	26.2138	27.0834	27.9635	28.8952	29.8476	30.8934	31.9805	32.9590	
Grade 5	27.1663	28.0288	28.9470	29.9513	30.9141	31.9597	33.0778	34.2373	35.2699	
Grade 6	2,253.4100	2,331.1229	2,411.5243	2,494.7003	2,580.7958	2,669.7695	2,761.8905	2,858.5254	2,944.8516	
<b>7/1/2023</b>	<b>FY24</b>								<b>ADD</b>	
COLA:	0.02								<b>0.50%</b>	
Grade	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 10</u></b>	
Grade 4	25.9039	26.7381	27.6251	28.5228	29.4731	30.4446	31.5113	32.7832	33.6182	
Grade 5	27.7096	28.5894	29.5259	30.5503	31.5324	32.5989	33.7394	35.0967	35.9753	
Grade 6	2,298.4800	2,377.7454	2,459.7548	2,544.5943	2,632.4117	2,723.1649	2,817.1283	2,930.2744	3,003.7486	
<b>7/1/2024</b>	<b>FY25</b>								<b>ADD</b>	<b>ADD</b>
COLA:	0.02								<b>Step 9</b>	<b>0.50%</b>
Grade	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>	<b><u>Step 8</u></b>	<b><u>Step 9</u></b>	<b><u>Step 10</u></b>
Grade 4	26.4220	27.2729	28.1776	29.0933	30.0626	31.0535	32.1415	33.4389	34.1076	34.9603
Grade 5	28.2638	29.1612	30.1164	31.1613	32.1630	33.2509	34.4142	35.7986	36.5146	37.4275
Grade 6	2,344.4496	2,425.3003	2,508.9499	2,595.4862	2,685.0599	2,777.6282	2,873.4709	2,988.8799	3,048.6575	3,124.8739