



# TOWN OF MILLIS

Craig W. Schultze, *Chair*  
Ellen Rosenfeld, *Vice Chair*  
Erin T. Underhill, *Clerk*

## OFFICE OF THE SELECT BOARD

Veterans Memorial Building (VMB)  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041

Michael J. Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
Assistant Town Administrator/  
Human Resources Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

### SELECT BOARD MEETING AGENDA MONDAY, FEBRUARY 26, 2024; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

SELECT BOARD MEETINGS ARE BROADCAST, WHENEVER POSSIBLE, THROUGH MILLIS COMMUNITY MEDIA ON COMCAST CHANNEL 6 AND VERIZON CHANNEL 38

ZOOM (BROADCAST ONLY)  
MEETING ID: 852 638 7223  
PASSCODE: SBMEETING

	Topic	Time	Speaker
<b>I.</b>	<b>Call to Order</b>	<b>7:00 PM</b>	<b>Chair Schultze</b>
<b>II.</b>	<b>Announcements</b>		
	<ul style="list-style-type: none"> <li>Library Book Sale 3/1-3/3</li> <li>Easter Egg Hunt 3/23</li> <li>MHS Bldg. Project Public Forum 2/28</li> </ul>		
<b>III.</b>	<b>Open Session Items</b>		
<b>24-028</b>	Discuss & Vote to Close ATM Warrant	7:00 PM	Chair Schultze
<b>24-029</b>	Dangerous Dog Hearing: 31 Myrtle Street	7:15 PM	E. Mallette S. Chaplin
<b>24-030</b>	Referral to Planning Board for Public Hearing on MBTA Communities Multi-family Overlay District (MCMOD) Bylaw		M. Guzinski
<b>24-031</b>	Approval of Agreement for Shared Services Review for Millis & Medway		M. Guzinski
<b>24-032</b>	Vote to Ratify Integrated Collective Bargaining Contract for SEIU		K. B. DeMarzo
<b>24-033</b>	Board/Committee Liaison Updates		Select Board
<b>24-034</b>	Approval of DRAFT Minutes <ul style="list-style-type: none"> <li>2/5/24, 2/12/24</li> </ul>		Select Board
<b>IV.</b>	<b>Adjournment</b>		

### Upcoming Meeting Schedule

Date	Time	Location
Tuesday, February 27, 2024	7:00pm	Tri-Board Meeting
Monday, March 11, 2024	7:00 pm	Room 229 VMB
Monday, March 25, 2024	7:00pm	Room 229 VMB
Monday, April 8, 2024	7:00 pm	Room 229 VMB
Monday, April 22, 2024	7:00pm	Room 229 VMB
<b>Tuesday</b> , May 7, 2024 Annual Town Meeting	6:00 pm 7:30 pm	MS/HS Library MS/HS Auditorium
Monday, May 20, 2024	7:00 pm	Room 229 VMB

*Friends of the Millis Library*  
**Book Sale**

*March 1-3, 2024*



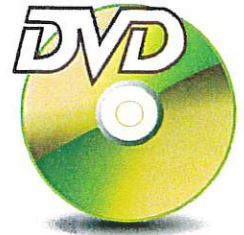
Friday 6PM-8PM  
*(Friends Only Preview Sale)*



Saturday 9AM-1PM  
*Everyone welcome*



Sunday 1PM-3PM  
*\$5 Bag Sale (Bags provided)*  
*Everyone welcome*



***Books, Games, DVDs, CDs, and Puzzles***

*Book sales are treasure troves, who knows what you'll find?*

*Cash, Credit Cards and Checks*



961 Main Street, Millis, MA





Millis Recreation Dept

February 20 at 1:37 PM · 🌐

Annual Egg Hunt along with Car Seat Safety and Diaper Drive.  
March 23rd. Egg Hunt starts at 11:00 am SHARP at Town Park, 900 Main St and Safety Check/Diaper Drive will take place shortly after at Clyde Brown School parking lot. These events are FREE and no pre-registration is required.  
@millisrec @millisfiresafe @safecoalition

Kravings Pizza & Ice Cream and 9 others

2 👍

👍 Like

💬 Comment

🔄 Share



Write a comment...





Millis, MA – The Millis School Building Committee and Millis Public Schools are excited to invite all interested community members to the **first virtual community forum regarding the Millis Middle-High School building project on Wednesday February 28 from 7:00-8:30 PM**. At this meeting, viewers will have an opportunity to meet representatives from the School Building Committee, Owner’s Project Manager (OPM), Vertex Companies, and representatives from the Project Designer, Tappé Architects. The presentation will also include the background of the need for this project, important timelines, and the Massachusetts School Building Authority (MSBA) Feasibility Study Process. The community forum will review the existing conditions of the building and discuss the design and visioning process of the project. There will be an opportunity for viewers to ask questions about the project via a webinar chat feature.

We look forward to this first community forum as an opportunity for the community to be introduced to the project team and informed about the MSBA process. Additionally, community members may keep up to date throughout the entire process by accessing the project website at <https://www.millisschoolproject.com/>

Viewers may access the Community Forum on February 28 at 7:00pm via zoom link: <https://millisschools-org.zoom.us/j/86764223256>

24-028

Discuss/Close ATM Warrant



# TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: February 23, 2024

A handwritten signature in blue ink, which appears to be "Michael Guzinski", is written over the "FROM" line.

**RE: Vote to close the Warrant for the Spring Annual Town Meeting of May 7, 2024**

Greetings,

I'm recommending that the Board vote to close the warrant for the Spring Annual Town Meeting of May 7, 2024.

This office is currently compiling the warrant articles for the Spring Town Meeting. I will be providing you with a list of those articles on Monday.

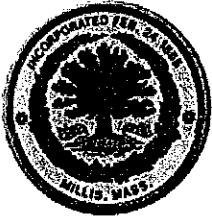
Please let me know if you have any questions regarding this important matter.

Thank you.

24-029

Dog Hearing – 31 Myrtle/Ciasullo





# TOWN OF MILLIS

ANIMAL CONTROL  
155 Village St  
Medway MA 02053  
Phone: 508-533-3251

Erin Mallette  
Animal Control Officer  
Municipal Animal Inspector  
[emallette@townofmedway.org](mailto:emallette@townofmedway.org)

January 19, 2024

Select Board  
Town of Millis

RE: Timeline of Events  
Ciasullo 31 Myrtle St

The following is a timeline of incidents regarding the dog owned by Gary Ciasullo, residing at 31 Myrtle Street:

**July 25, 2018**-A Facebook post was made on the Millis Public Forum with a picture of Hunter in the roadway. The post states " Just saw this guy with a collar looking lost at the corner of Myrtle and Granite."

**March 5, 2023**-At approximately 10:32 PM ACO Mallette was notified by Norfolk ACO Cohen that a motorist reported a loose German Shepherd type dog by the high tension wires on Myrtle St heading towards Village St. ACO Mallette and ACO Cohen believed this dog to be "Hunter" who has a known history to be loose in the roadway on Myrtle. A "Good Neighbor Letter" was sent to Mary and Gary Ciasullo in regard to Hunter being unlicensed in the town and roaming at large the following day. The department did not receive any correspondence to the letter.

**June 19, 2023**-At approximately 7:09PM ACO Mallette received a call from Millis Police Dispatch. The caller reports a loose German Shepherd type dog in the area of Granite St. Police were unable to locate the dog on arrival.

**January 4, 2024**-At approximately 10:14 AM ACO Mallette received a Report of Bite by a Domestic Animal. The report states the person bitten was Michelle Lipsett of Millis. The report also states she received an injury to her left thumb by a German Shepherd named "Hunter" of 31 Myrtle St, Millis. I, ACO Mallette, telephoned Michelle in regard to the incident and she advised me that Hunter had bitten her previously but she did not report it. She stated that she had an appointment at the residence to get her hair done by Mary Ciasullo. Michelle stated that when the door opened Hunter lunged at her and bite her hand and Mary quickly grabbed him back securing him. She quickly left the residence to receive medical attention and called the Millis Police Department. Gary was not home at the time of the incident. I then telephoned Gary Ciasullo and left a message for him to please return my call. I later spoke with Mary in regard to the incident and she did confirm that "Hunter" had bitten Michelle. She told me that the dog was owned by Gary and that it was not her dog. I advised her that "Hunter" was being placed on a 10-day quarantine in their home. I received a phone call later from Gary Ciasullo he stated he was not at home during the time of the incident. He stated his home had been robbed several years ago so

he got "Hunter" to protect their home. I advised him of the 10-day quarantine and of the dog roaming at large. He stated the dog goes out loose at night to scare the deer off the property. He was made aware of the leash law and advised to keep him in the yard.

**January 8, 2024**-I received a written complaint for a Dangerous Dog Hearing from Michelle Lipsett. The request was then forwarded to the Town Administrator for advisement.

I would like to state for the record that I have personally never seen "Hunter" loose or off the property. However, given the circumstances and the information I have been provided these are my recommendations:

1. That the dog be humanely restrained by a leash or/tethered on the property having a minimum tensile strength of 300 pounds.
2. That when removed from the property the dog shall be securely and humanely muzzled and leashed.

Respectfully Submitted,

Erin Mallette

Millis/Medway Regional Animal Control Officer



# TOWN OF MILLIS

## OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041  
[townadministratorsoffice@millisma.gov](mailto:townadministratorsoffice@millisma.gov)

Michael Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
Assistant Town Administrator  
Human Resources Manager  
[Karen.bouret.demarzo@millisma.gov](mailto:Karen.bouret.demarzo@millisma.gov)

February 7, 2024

Gary & Mary Ciasullo  
31 Myrtle Street  
Millis, MA 02054

**RE: Notice of Hearing To Be Held Pursuant to G.L. c. 140, §157**

Dear Mr. and Mrs. Ciasullo:

Please be advised that on February 26, 2024, at 7:15 p.m., the Millis Selectboard will conduct a Dangerous Dog hearing, pursuant to G.L. c. 140, §157, to determine whether your dog, identified as "Hunter" is a dangerous dog" as defined by G.L. c. 140, §136A.

In the event that the Board finds that Hunter is a dangerous dog, it will also determine what measures are to be taken to protect the public from them, in accordance with G.L. c. 140, §157(c).

The subjects to be discussed at the hearing will include, but not be limited to, the following:

- (1) Whether, on January 3, 2024, Hunter attacked and bit Michelle Lipsett while Ms. Lipsett was visiting your home located at 31 Myrtle Street. Ms. Lipsett sustained bite wounds to her thumb/finger requiring her to seek medical care.

Enclosed please find the following documents:

- Photos of bite wounds
- Animal Control Officer Animal Bite Report
- Dog Complaint
- Urgent Care Center Report of Bite

The hearing will be held pursuant to the provisions of G.L. c. 140, §157. You may appear on your own behalf and/or with an attorney, call and question witnesses and present evidence.

The Millis Select Board

By: \_\_\_\_\_

Karen Bouret DeMarzo, Assistant Town Administrator

Cc: Town Counsel, Animal Control Officer



# TOWN OF MILLIS

## OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041  
[townadministratorsoffice@millisma.gov](mailto:townadministratorsoffice@millisma.gov)

Michael Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
Assistant Town Administrator  
Human Resources Manager  
[Karen.bouret.demarzo@millisma.gov](mailto:Karen.bouret.demarzo@millisma.gov)

February 7, 2024

**RE: Abutter's Notice of Public Hearing  
Dangerous Dog Order**

Dear Resident:

Pursuant to Chapter 140, Section 157 of the Massachusetts General Laws, the Millis Select Board has received a Dangerous Dog Complaint regarding "Hunter", a dog owned by Gary and Mary Ciasullo of 31 Myrtle Street, Millis, MA 02054. You are invited to attend the Public Hearing which will be held regarding this matter at 7:15 p.m. on Monday, February 26, 2024, at the Veterans Memorial Building in Room 229, 900 Main Street, Millis, MA 02054.

The Millis Select Board

By: \_\_\_\_\_

Karen Bouret DeMarzo  
Assistant Town Administrator

## REPORT OF BITE BY A DOMESTIC ANIMAL

Pursuant to M.G.L. c. 112 § 12z and 330 CMR 10.04, healthcare providers must report any bite by a domestic animal to a person within 24 hours, to the Animal Inspector\* of the city or town where the bite occurred. Reporting ensures that a 10-day quarantine, when appropriate, can be initiated promptly to prevent the need for rabies post-exposure prophylaxis.

Facility Information			
Hospital/Clinic/Office	URGENT CARE		
Phone			
Person Bitten			
Name	MICHELLE LIPSETT	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Age
Address	Street	160 Spring St	
	City	MILLIS	State MA Zip 02054
Phone	Home		Work 508 5613704 Cell
	Parent or Guardian		
Exposure			
Date of Exposure	1/3/24	Exposure Type	<input checked="" type="checkbox"/> Bite <input type="checkbox"/> Scratch contaminated with saliva
Body Site (of wound)	⑤ Thumb		
Animal Owner (if known)			
Name	GARY CIASULLO		
Address	Street	31 Myrtle St	
	City	MILLIS	State MA Zip 02054
Phone	Home	508 344 2084	Work 508 344 2084 Cell
Animal			
Species	<input checked="" type="checkbox"/> DOG <input type="checkbox"/> CAT <input type="checkbox"/> FERRET <input type="checkbox"/> OTHER		
Breed	GERMAN Shepherd	Animal's Name	? Hunter
Color/Description	7 1/2 years old No vaccines		
Rabies vaccinated?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Date		
Stray	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
Current Location of Animal OR If Unknown, Where Animal Was Last Seen			Sex <input type="checkbox"/> M <input type="checkbox"/> F
	31 Myrtle St MILLIS, MA.		

\*A complete list of municipal Animal Inspectors and their contact information is available at: <http://www.mass.gov/eea/docs/agr/animal-health/rabies-control-program/animal-inspectors.pdf>

COMMONWEALTH OF MASSACHUSETTS  
CITY/TOWN OF MILLIS, MA 02057

DOG COMPLAINT  
G.L. c. 140, §157

Complainant Information:

NAME: MICHAEL LISETT  
ADDRESS: 160 SPURRY ST MILLIS, MA 02057  
TELEPHONE: 508 561-3704

Dog Information:

Dog's Name Hunter  
Description (breed, color, etc) German Shepherd  
Owner's Name (if known) GARY F MAY C1A5116

Complaint:

I, the complainant identified above, state that the dog described in this complaint:  
(Select all that apply)

Constitutes a nuisance/dangerous for the following reason (you must select at least one):

It has a vicious disposition (it has bitten, chased or injured a person or other animal)

It barks excessively

It causes the following disturbances Hunter has BITTEN  
ATTACKED ME 2X, CAUSING BODILY INJURY  
AND HAS CHASED AFTER ME

By reason of its excessive barking/ And or other disturbance, constitutes a source  
Of annoyance to the following sick person (name and address):

Please provide a brief explanation of circumstance: I WAS ATTACKED + BITTEN

1/3/24 @ 5:07PM - BIT THRU MY THUMB JOINT/TENDON (OUT OF WORK)

I therefore respectfully request that an investigation be undertaken pursuant to the provisions of  
G.L. c. 140 § 157, resulting in the issuance of any order necessary to abate the above-noted nuisance. I  
understand that this obligates me to attend a hearing and provide testimony under oath and I intend  
to make myself available for this purpose.

Michael Lisett  
Signature of Complainant

1/10/24  
Date of Complaint







24-030

Refer MCMOD Bylaw Hearing to PB



# TOWN OF MILLIS

Richard Nichols, *Chair*  
Nicole Riley, *Clerk*  
Bodha B. Raut Chhetry  
Alan Handel  
James McKay  
George Yered, *Associate*

## OFFICE OF THE PLANNING BOARD

900 Main Street • Millis, MA 02054

Phone: 508-376-7045

<https://www.millisma.gov/planning-board>

Camille Standley  
Administrative Assistant  
[cstandley@millisma.gov](mailto:cstandley@millisma.gov)

February 20, 2024

**To:** Mr. Craig Schultze, Chair, Select Board  
Michael Guzinski, Town Administrator  
Karen Bouret-DeMarzo, Asst. Town Administrator

**From:** Richard Nichols, Chair   
Planning Board

**Re:** Proposed MBTA Communities Multi-family Overlay District (MCMOD) Zoning Bylaw Article

At a regularly scheduled meeting of the Planning Board held on Tuesday, February 6, 2024, MAPC members and the MBTA Advisory Committee presented information on the above-mentioned proposed bylaw. The final draft of the proposed bylaw is being reviewed by Town Counsel. An article for this zoning bylaw will be on the May 2024 Town Meeting warrant.

The Planning Board would like to hold a public hearing on this article at their Tuesday, March 12, 2024, meeting. Your prompt attention to refer this proposal to the Planning Board is greatly appreciated.

Thank you.

**TOWN OF MILLIS  
PLANNING BOARD  
PUBLIC HEARING NOTICE**

The Town of Millis Planning Board will hold a public hearing pursuant to G.L. c. 40A, §5 on Tuesday, March 12, 2024, at the Veterans' Memorial Building, Room 229, 900 Main St., Millis, MA, at 8:20 p.m. The purpose of the public hearing is to provide interested parties with an opportunity to comment on:

**Article** - A proposed amendment to the Town of Millis Zoning By-laws, to add a new Section: XXIII MBTA Communities Multi-family Overlay District (MCMOD). The proposed bylaw allows multi-family housing as of right in accordance with Section 3A of the Zoning Act (Massachusetts General Laws Chapter 40A). Amendments also include: Modifications to Section VI. Table 2. Area Regulations, Table 3. Height and Bulk Regulations; and Section XV. Groundwater Protection District 4.d. and proposed amendments to the Town of Millis Zoning Map, dated March 9, 1959, as most recently amended, by creating a new overlay zoning district called MBTA Communities Multi-family Overlay District (MCMOD District) with "Subdistrict A" and "Subdistrict B."

or to take any other action relative thereto.

The complete text of the proposed amendments is on file with the office of the Town Clerk at the Veterans' Memorial Building, 900 Main Street, Millis, MA and is posted on the Planning Board's webpage at: <https://www.millisma.gov/planning-board>

THIS ARTICLE MAY NOT BE NUMBERED AS THEY WILL ULTIMATELY APPEAR IN THE WARRANT AT TOWN MEETING.

Richard Nichols  
Chair


February 26, 2024  
March 4, 2024

24-031

Shared Services Agreement Approval



# TOWN OF MILLIS

**TO:** Select Board  
**CC:** Karen Bouret DeMarzo, Assistant Town Administrator  
**FROM:** Michael Guzinski, Town Administrator   
**DATE:** February 23, 2024

**RE: Contract with the Collins Center - Shared Senior Services Review**

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Greetings,

The Town of Millis was awarded a legislative earmark last summer for \$50,000 for a study to improve the facilities and services provided to Millis Seniors. Unfortunately, the earmark was reduced to \$25,000 as part of a set of broad based 9C cuts recently made by the Governor.

The enclosed professional service agreement with the Collins Center for \$25,000 will study ways to improve senior services to Millis residents by way of examining those needs and exploring opportunities for sharing services and facilities with the Town of Medway. As you know, we've met several times with officials from Medway who have expressed their strong support of these efforts and have pledged to work closely with Millis and the staff from the Collins Center in the furtherance of these goals.

I'm recommending that the Board vote to approve the attached agreement and to authorize me to sign it on your behalf.

Please let me know if you have any questions regarding this important matter.

Thank you.



**EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT**  
JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES  
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard  
Boston, MA 02125-3393  
P: 617.287.4824  
F: 617.287.5566  
mccormack.umb.edu/centers/cpm  
collins.center@umb.edu

**PROFESSIONAL SERVICE AGREEMENT**  
**Town of Millis**  
**Shared Services Review for the Towns of Millis and Medway**

This Professional Service Agreement (“Agreement”) is made as of this \_\_\_\_ day of February, 2024 (“Effective Date”) between the Town of Millis MA, (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. **Professional Services.** The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. **Term.** The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until 9/30/2024. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. **Confidentiality/Privacy.** The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. **Payments.** The Town agrees to pay to UMass Boston an all-inclusive fee of \$25,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town of Millis for \$25,000 prior to June 30, 2024.

The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

**Edward J. Collins Jr. Center for Public Management**  
University of Massachusetts Boston  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
**Attn: Robert O’Keefe**

5. **Warranty Disclaimer.** The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. **Limitation of Liability.** In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

UMass Boston, as an agency of the Commonwealth, does not have the authority to and shall not indemnify any entity. UMass Boston agrees to pay subject to the Massachusetts Tort Claims Act, M.G.L. c. 258, for any loss, liability or expense, which arises out of or relates to UMass Boston's negligent acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of UMass Boston is established by a court of law or where settlement has been agreed to by UMass Boston. This provision shall not be construed to limit UMass Boston's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of UMass Boston.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

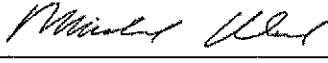
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

UMass Boston

BY:   
Michael Ward, Director

BY: \_\_\_\_\_  
Shala Bonyun, Associate Director of ORSP

# Exhibit A: Scope of Services

## SHARED SERVICES REVIEW FOR THE TOWNS OF MILLIS AND MEDWAY

### 1. Overview

The Town of Millis seeks assistance with exploring opportunities to share senior services with Medway. The leadership of both Towns are committed to providing a higher level of service through sharing services and seek support exploring opportunities to share programming and services.

### 2. Project Deliverables

The deliverable will be a shared senior services review, which will review the existing programming and anticipated needs for both Town's senior centers.

### 3. Workplan

To complete the deliverable, the project team will follow the workplan outlined below:

#### **Step 1: Client Meetings**

At the project launch meeting, the team will work with a small advisory team representing Millis and Medway to develop a project check-in schedule appropriate for the project's timeline. Check-in meetings will include an overview of tasks completed and next steps, and requests for the client to move the project forward. These check-ins may also refine and inform the project timeline and deliverables.

#### **Step 2: Document Review**

The project team will review documentation including recent studies on the senior center building and programming, annual reports, Town budgets, capital plans, and program descriptions and registration logs for the senior centers' programming. This step will also include a demographic review for both Towns to understand population projections.

#### **Step 3: Interviews**

The project team will conduct interviews with key staff and leadership representatives using the data gathered from document review to inform the questions asked. The interviews will be an opportunity to gain a deeper understanding of how the staff in each department see opportunities to share services or programming, challenges, and what they think the community wants or will support. This will also be a chance to hear from the departments about their plans for their departments' future and existing staffing and resources as well as needs. The project team will conduct up to 12 individual or group interviews.

#### **Step 4: Site Visits**

The project team will visit the facilities in each Town that hold programming and services for the senior center, as well as other Town facilities that offer programming or public access. The project team will review the programming offerings and programming goals for each department to understand how the existing facilities meet or fall short of meeting current and anticipated programming needs.

#### **Step 5: Draft and Finalize Review**

The project team will draft a Shared Services Review that centers how Town leaders and staff see possibilities for sharing senior center services. The review will note any significant space needs for existing or anticipated programming or services, and where possible, offer creative solutions to optimize use of existing structures and facilities.



Both Towns will have an opportunity to provide comments on the draft review and a final review will be submitted to both Towns.

#### **4. Responsibilities**

##### **Responsibilities of the Center**

The Center project team will act at all times in an attentive, ethical, and responsible manner. The Center will assign a project manager, who will serve as the primary point of contact for the duration of the project. The project manager shall be available to the Town of Millis to discuss any issues or challenges.

Throughout the course of the project, the project manager shall facilitate completion of work according to the agreed-upon timeline and communicate with the client project liaison to discuss and resolve any issues with the timeline and to consider proposed modifications to the timeline.

Please note that the Collins Center does not provide legal services or accounting services.

##### **Responsibilities of the Town of Millis**

The Town of Millis will identify a project liaison to the Center for the duration of the work. The project liaison will have responsibility for communicating the nature and value of the project to employees and managers and for managing logistics throughout the project (e.g., scheduling meetings, identifying meeting space, etc.).

The Town of Millis shall agree to provide necessary access to its employees, records, and agreed-upon data, and to respond to requests for information, comment, and scheduling in a timely manner.

The Town of Millis will stand behind the accuracy and completeness of data provided to the Center for work on the project. In the event that there are questions or concerns about data accuracy or completeness, these will be made known to the project team when the data are provided.

The project timeline will be determined in conjunction with the Town of Millis prior to finalizing the agreement. To facilitate completion of work according to the timeline, the Town of Millis will provide timely response to requests. This shall include but not be limited to: provision of documents and data, access to employees, officials and/or facilities, feedback on Center work products, etc. The project team will work to schedule the initial project meeting upon receipt of any preliminary documents and data requested.

The project liaison will work with the Center project manager to discuss and resolve any issues with the timeline and to consider any proposed modifications to the timeline.

For all steps in the workplan, delays in the schedule not caused by the Center, requests for expansion of scope, or other significant unforeseen developments may lead to a renegotiation of scope, timeline, cost, or all three.

#### **5. Timeline**

Below is the preliminary proposed project timeline.

Event	Mar	Apr	May	June	July	Aug
<b>Step 1: Client Meetings</b>						
<b>Step 2: Document Review</b>						
<b>Step 3: Interviews</b>						
<b>Step 4: Site Visits</b>						
<b>Step 5: Draft/Finalize Shared Services Review</b>						

## **6. Fee for Services**

The Collins Center will provide the Phase 1 scope of services presented in this proposal for the all-inclusive fee of \$25,000. The Center will invoice the Town of Millis for \$25,000 prior to June 30, 2024.

## **7. About the Team**

### **Edward J. Collins, Jr. Center for Public Management**

Since its founding by the State Legislature in 2008, the Edward J. Collins, Jr. Center for Public Management has been dedicated to improving the efficiency, effectiveness, governance, responsiveness, and accountability of public sector organizations, with a particular focus on local and state governments. The Collins Center provides high-quality, pragmatic, agile and affordable fee-for-service technical assistance and consulting on public management issues to public entities and offers practical, low-cost and customized public management training, education and professional development to public officials and aspiring public officials.

This project will be led by Morgan Clark, a former municipal health director with experience in both municipal and county health and human services work. Additional Collins Center staff will include an expert on municipal facilities, and support from the Collins Center's health and human services team.

### **Center for Social and Demographic Research on Aging**

Since its establishment in 2012, the Center for Social and Demographic Research on Aging (CSDRA) within the Gerontology Institute at UMB has focused on developing applied research and evaluation capacities to support more than 75 communities and their aging residents throughout the Commonwealth. To this end, CSDRA has conducted multicomponent community needs assessments on a contract basis, aimed at identifying gaps in programs and services targeting older adults. In these projects, CSDRA researchers have used multiple applied research methods, including surveys, focus groups, key informant interviews, and analysis of secondary data from the U.S. Census and other sources, to assess unmet needs of older adults and to support communities during their planning for future service provision.

The Director of CSDRA, Dr. Caitlin Coyle, oversees all contracted projects undertaken by the Center. She has expertise in gerontology and public health and both qualitative and quantitative evaluation methods. She will be supported by master's level research staff at CSDRA who will help in all aspects of the work.

24-032

SEIU Contract Ratification

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN THE  
TOWN OF MILLIS  
AND  
LOCAL 888**

**Millis Town Employees Chapter**

**July 1, 2022 – June 30, 2025**

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## **ARTICLE 1**

### **PREAMBLE**

This agreement entered into by the Town of Millis (hereinafter referred to as the Employer) and Local 888, Service Employees International Union (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2**

### **RECOGNITION**

2.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the unit described below:

- Library Assistant,
- Dept. Assistants at Council on Aging, DPW, Executive Office, Recreation
- Principal Assistants at Police/Fire, Assessors, Board of Health, Building, ConCom/Planning Board/Community Preservation, Town Clerk, Treasurer/Collector, Water/Sewer
- Library Collections Manager
- Library Technology Coordinator
- Library Adult Services Coordinator
- Senior Services/Outreach Coordinator
- Animal Control Officer
- Benefits Coordinator
- Youth Services Librarian
- Payroll Administrator
- Assistant Treasurer/Collector
- Energy Manager
- Economic Development Director
- Deputy Town Clerk
- Public Health Nurse
- DPW Business Manager
- Recreation Director
- Director of Public Health
- Building Commissioner
- IT Director
- Town Accountant
- Treasurer/Collector
- Principal Assessor

2.2 The Union shall be notified of any new position created by the Town which would be considered a full-time or regular part-time position and shall be a subject of bargaining

between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position or establishing a compensation schedule for this position.

2.3 Employees working twenty hours or more per week shall be granted benefits hereunder on a pro rata basis.

### **ARTICLE 3 NON-DISCRIMINATION**

3.1 The Employer and the union shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual preference, marital status, age, physical handicap, political belief or affiliation, religious belief, or union activity.

### **ARTICLE 4 UNION RIGHTS**

4.1 The Union shall furnish the Employer with a written list of Union representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

4.2 The Union Steward shall be granted reasonable time off from work with full pay for the purpose of meeting with management to investigate, present and adjust grievances. Permission for time off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

4.3 If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

4.4 When the Town provides an orientation for new employees or employees entering the bargaining unit for the first time, up to one (1) hour shall be allotted to the Union and to the new employees during which time a union representative may discuss the Union with the employee.

4.5 The Town will provide space in Town Hall for a Union bulletin board.



## **ARTICLE 5 UNION SECURITY**

5.1 The Union dues of employees covered by this Agreement will be deducted by the employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presents it to the office of Finance Director of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Finance Director from time to time.

5.2 In accordance with the provisions of General Laws, Chapter 180, Section 17G, the employer also agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided above.

5.3 Providing there is no equipment breakdown or personnel shortage, the Town shall remit to the Union Treasurer by direct deposit by the second pay period of the succeeding month the deducted union dues and agency fees, together with a list of the employees from whose wages, such union dues and agency fees shall have been deducted and the amount of such deductions. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws. The Union further agrees that it shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section. The dues/service fee check shall be accompanied by an employee add/drop list generated during the previous month.

## **ARTICLE 6 MANAGEMENT RIGHTS**

6.1 The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

6.2 The operation and direction of the affairs of the Department in all of its various aspects; the determination of the level of services to be provided; the direction, control supervision, training and evaluation of the employees; the determination of employee classifications; the determination and interpretation of job descriptions; the planning, determination, direction and control of all operations and services of the department (and its units and programs); the increase, diminishment, change or discontinuation of operations, in whole or in part; the institution of technological changes, including computerization of the revising of processes, systems or equipment; the subcontracting of work; the alteration, addition or elimination of existing methods, equipment, facilities or programs;

6.3 The determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not; the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days off and working hours; the assignment of overtime; the determination of whether or not goods or services should be leased, contracted or purchased on either a temporary or permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees for just cause; the layoff or relief of employees due to lack of funds or of work or for any other reason; the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the Agreement.

6.4 During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this section shall not be subject to the provisions of Article 9 (Grievance Procedure) of this Agreement

6.5 There shall be no discrimination, restraint or coercion against any employee because of membership or non-membership in the Union.

6.6 There shall be no Union activity on Town time except as specifically provided herein.

## **ARTICLE 7 STRIKES AND WORK STOPPAGES**

It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by any employee.

## **ARTICLE 8 PROBATION PERIOD**

8.1 Following their original appointment to the Town of Millis, a person shall perform the duties of such position for a probationary period of twelve months before they shall be considered a full-time employee in such position.

8.2 Employees shall enjoy all rights and benefits as provided by the collective bargaining agreement except for just cause, until the term of this probation period has been met.

8.3 For those existing bargaining unit members receiving an appointment pursuant to Article 13, the first twelve (12) months of continuous employment after the initial hiring date shall be considered a probationary period. Within the first three hundred sixty-five (365) days if the Town believes that the individual is not performing up to standards or the individual determines that the position is not compatible, the individual shall be placed back into their most recent previously held bargaining unit position and the incumbent of the position shall be laid off and which layoff shall not be subject to appeal through the grievance procedure outlined in this

agreement.

8.4 The Building Commissioner shall have 18 months from the date of hire to obtain any necessary state certifications pursuant to G.L. c. 143.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

9.1 A grievance is a dispute arising between the parties concerning the application, meaning or interpretation of a specific term of this Agreement.

Step 1. The union steward and/or representative, with or without the aggrieved employee, shall meet and take up the grievance or dispute, in writing, with the Department Head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the steward, in writing, within ten (10) working days. A grievance taken up at this step shall be in accordance with the format set forth in Appendix E. The employer and the union expect employees and supervisors to make sincere efforts to reconcile their differences informally.

Step 2. If the grievance remains unsettled, it shall be presented to the Town Administrator in writing within ten (10) working days after the response of the Department Head is due. The Town Administrator shall respond in writing within ten (10) working days of the presentation of the grievance to him.

Step 3. If the grievance remains unsettled, it shall be presented to the Select Board. The appeal shall be submitted to the Select Board within ten (10) working days after the response of the Town Administrator is due. The Select Board shall meet with the aggrieved and/or his representative, and shall respond, in writing, within ten (10) working days of the presentation of the grievance to them.

Step 4. If the grievance remains unsettled, the union may request arbitration. Such a request must be made within fifteen (15) working days after the reply from the Select Board. Written notice of the request for arbitration must be given to the Select Board.

9.2 The American Arbitration Association pursuant to its rules and regulations shall conduct the arbitration. Its decision will be final and binding upon the parties. No grievance shall be subject to arbitration, unless the grievance, as stated in the request for arbitration filed with the American Arbitration Association, claims a specific violation of a provision of this Agreement. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power or authority to make any decision, which violates, or which would alter, add to, or detract from or modify the terms of this Agreement.

**ARTICLE 10  
WORK HOURS**

10.1 An employee who works at least twenty (20) hours per week regularly and on a consistent basis for a period of six months and who maintains continuous, regular employment status shall be considered a benefitted employee. Upon written approval of the Town Administrator and under special circumstances (i.e., illness, injury, etc.) a benefitted employee may work less than their customary scheduled hours per week for a specific, short term, not to exceed three (3) months, without losing benefitted status.

10.2 The total hours of the normal work week for employees shall remain as is (refer to Appendix F). Department Heads shall, in consultation with employees and notification to the Union at least seven (7) days in advance, have the ability to modify department employee schedules based on the need of the department.

10.3 In the event that a shift or overtime needs to be filled due to an emergency or a staffing need, the department head shall have the authority to hold over or to call in department personnel. If employees are called in, there shall be a two-hour minimum guarantee.

10.4 A flexible schedule may be established with the approval of the department head and the Town Administrator.

10.5 A non-exempt employee required to work more than forty (40) hours per week shall be compensated at the overtime rate of 1.5 times their base hourly rate for hours worked over forty (40) hours.

10.6 All non-exempt employees who work a shift in excess of six (6) hours per day shall be granted and take a regular meal period which shall be scheduled in the middle of the normal workday. Time allowed for a meal period shall be a minimum of thirty (30) minutes and shall not constitute a part of the paid workday. Employee work schedules shall provide a ten (10)-minute paid break period for per four (4) hours worked.

10.7 The Town of Millis Emergency Closing Policy in the Millis Personnel Plan shall apply to non-exempt personnel.

**ARTICLE 11  
SENIORITY**

11.1 Any member of the bargaining unit shall have as a seniority date that date he/she entered into the service of the Town of Millis as a permanent employee. Employees hired after January 1, 2013, shall have as a seniority date that date he/she entered into the service of the bargaining unit as a permanent employee. In the event of a resignation, the seniority date will be the date the employee returned to employment.

11.2 Such a date shall be the determining factor as to scheduling vacation and personal days.

## **ARTICLE 12 REDUCTIONS IN FORCE**

12.1 The Town shall have exclusive authority in determining the layoff of bargaining unit members provided, however, that in the event that employees in the Department Assistant category are to be laid off it should be done in reverse order of seniority. Within each job classification, employees shall have bumping rights to lower classifications.

12.2 An employee who is laid off shall be placed on a recall list. Qualified employees shall be recalled in order of seniority within job classification with the same bumping rights.

12.3 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

12.4 In the event of a layoff, affected employees shall be entitled to be compensated for compensatory time and all vacation and personal days to which they are entitled as of the layoff date.

12.5 An employee who is laid off due to a reduction-in-force and subsequently is rehired by the Town within a period of two (2) years shall be credited at that time for his/her prior continuous service for the purpose of longevity and vacation eligibility only. Should prior continuous service have been worked on a part-time basis, said credit for such part-time continuous service shall be computed on a pro-rata basis for benefitted employees.

## **ARTICLE 13 VACANCY**

13.1 When the Town determines a vacancy will be filled, it will be posted on department bulletin boards for a period of seven (7) working days. The Town, at its sole discretion, may fill a vacancy with a temporary appointment for a period of up to 30 days. This period may be extended with the mutual agreement of the union and the Town. The Town Administrator shall notify the union in writing of the availability of a temporary appointment, and the union shall have 5 business days from the date of notification to present a qualified union candidate(s) for the temporary position. The Town Administrator shall interview the candidate(s) and determine if the union candidate(s) is/are qualified for the temporary position. If the union fails to present a qualified candidate to the Town Administrator within five calendar days of notification, then the Town, at its sole discretion, may hire a non-union individual for the temporary position.”

13.2 Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in writing.

13.3 The selection of an employee to fill a vacancy shall be made on the basis of merit and fitness which shall include qualifications (including education, licenses, and degrees where applicable), length of service and experience in the field and in the system, skill and ability. The Town will be the sole judge of the foregoing criteria, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably.

13.4 Provided they are qualified, employees of the bargaining unit will be considered before an individual from outside is appointed to fill a vacancy, but the Town reserves the right to hire applicants not covered under the Agreement.

13.5 Any employee who applied for a position which was posted and not selected shall be notified of the denial in writing.

13.6 Upon promotion or reclassification, an employee shall be placed no less than five percent (5%) higher than their most recently held bargaining unit position rate.

#### **ARTICLE 14 PERSONNEL RECORDS**

14.1: The Town Administrator's office shall maintain the official employee personnel files. Department heads may maintain files supporting departmental employees' personnel actions. Employees will be notified when items outside ordinary paperwork are placed in the personnel file. The Town shall notify an employee within ten (10) days of the employer placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation, or the possibility that the employee will be subject to disciplinary action. Within five (5) business days of such a request, employees may review their personnel files. The review shall take place at the place of employment and during normal business hours. An employee shall be given a copy of his/her personnel record within five (5) business days of submission of a written request for such a copy to the employer. An employee may request, in writing, that material be removed from the file and, if denied, a written rebuttal from the employee may be included in the permanent files. It is the responsibility of employees to inform their departments of changes in their name, address, telephone number, marital status, and person(s) to be notified in an emergency and to notify the Town and the Retirement Board of changes in their personal status to insure proper coverage in the health benefit, life insurance and retirement plans. The Town shall not be required to allow an employee to review the employee's personnel record more than quarterly in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be one (1) of the four (4) annually permitted reviews.

**ARTICLE 15**  
**PERFORMANCE APPRAISAL SYSTEM**

The Performance Appraisal System is for the improvement to the effectiveness and efficiency of Town services and increases the effectiveness of employee's job performance by providing a tool and process for identifying individual accomplishments and areas in need of improvement. The employee shall be provided with a copy of the performance appraisal and shall have the right to file a response.

**ARTICLE 16**  
**HOLIDAYS**

16.1 Each benefitted employee shall be granted leave with pay on the days designated by law for observance of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	Independence Day
Juneteenth	Christmas Day
Labor Day	

16.2 If any of the paid holidays named above in Section 1 fall within a vacation period, employees shall not be charged a vacation day for the holiday.

16.3 Benefitted employees shall receive a day's straight time pay for each of the above twelve holidays whether or not they are scheduled to work on such days. A day's pay for a holiday shall be one-fifth (1/5) of the weekly straight time salary.

16.4 Time off shall be granted for paid holidays falling on Saturday or Sunday. Time off for the Saturday holidays shall be on the preceding Friday. Time off for the Sunday holidays shall be on the Monday following the Sunday holiday.

16.5 Holidays observed on a Monday will no longer require unit members who work 10 or 11 hours on Mondays to make up work hours on Wednesdays. All members shall receive holiday compensation in accordance with scheduled hours of work on such occasions.

**ARTICLE 17**  
**VACATION**

17.1 Vacation shall accrue year to year on the employee's anniversary date according to the following schedule:

a. At the time of hire, new employees will accrue vacation time in the first year and are eligible to use up to one week of vacation between 6 months and one year of employment.

b. Vacation leave of two (2) weeks with two (2) weeks' regular pay shall be granted to employees who have been employed by the Town for at least one (1) year but less than five (5) years based on the employee's anniversary date of employment. At the time of hire the Town may offer a maximum of three weeks' vacation to a new employee deemed by the Town Manager to have the experience and longevity of career to warrant such allocation.

c. Vacation leave of three (3) weeks with three (3) weeks' regular pay shall be granted to employees who have been employed by the Town for five (5) consecutive years but less than ten (10) years based on the employee's anniversary date of employment.

d. Vacation leave of four (4) weeks with four (4) weeks' regular pay shall be granted to employees who have been employed by the Town for ten (10) consecutive years but less than twenty (20) years based on the employee's anniversary date of employment.

e. Vacation leave of five (5) weeks with five (5) weeks' regular pay shall be granted to employees who have been employed by the Town for fifteen (15) years or more based upon the employee's anniversary date of employment.

17.2 Vacation leave shall be approved by the Department Head in advance. The employee shall provide at least twenty-four (24) hours' notice of taking vacation and personal time. With regard to personal time, if an emergency exists, the employee will endeavor to contact his supervisor as soon as possible. The employee shall provide at least forty-eight (48) hours' notice of taking vacation time, and twenty-four (24) hours' notice of taking personal time."

17.3. No employee shall carry over more than fifteen (15) days of vacation time past their anniversary date.

## **ARTICLE 18 SICK LEAVE**

18.1 Employees shall accrue sick leave with pay at the rate of .0577 per hour for each hour of actual service cumulative to 180 sick days. Sick leave accrual will be adjusted for periods of Worker's Compensation. Sick leave may only be used when an employee is unable to work because of illness or other physical incapacity or for medical appointments.

18.2 When serious illness in an employee's immediate family, as defined by the FMLA or if someone living in the immediate household requires his/her presence for medical issues, family or household sick leave usage may be up to five (5) days per year. Immediate household is defined as someone who has cohabitated with the employee for at least a year.

18.3 Where the Town Administrator has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified



health care professional. Such request shall be made in writing within ten (10) calendar days of either the date of suspected abuse or return of the employee.

Failure of an employee to present such satisfactory medical evidence within ten (10) calendar days after such written request has been made by the Town Administrator, but in any event not later than ten (10) calendar days subsequent to return to work, may, at the discretion of the Town Administrator, result in the absence being treated as absence without pay.

Satisfactory medical evidence shall consist of a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor, or dentist that he/she has personally examined the employee; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and, the prognosis for the employee's return to work.

18.4 Sick leave may not be granted unless the employee or a representative notifies the appropriate supervisor.

18.5 The Town Administrator reserves the right to request a doctor's note verifying the need for sick leave after three (3) consecutive days of sick leave use, or if the Town observes a pattern of abuse of sick leave. It shall do so in writing with a reason for said request.

18.6 Employees who have sick leave credits and who are injured on the job and receive Worker's Compensation shall, on request, be paid such sick leave payments so that, when added to Worker's Compensation payments, it will result in the payment of their full salary in accordance with the provisions of M.G. L. Chapter 152. The total value of such sick leave payments shall be computed to its equivalent and charged against sick leave credits accordingly. In no case shall an employee receive total compensation in excess of full pay.

18.7 Bargaining Unit Members may have access to the Sick Bank as outlined in Appendix B of this collective bargaining agreement.

18.8 Upon retirement only, an employee shall be entitled to sick leave buy back payment that equals one-quarter (1/4) of his/her unused accumulated sick leave, provided such payment does not exceed Two Thousand Two Hundred (\$2,800) Dollars.

## **ARTICLE 19 LEAVES OF ABSENCE**

19.1 Bereavement Leaves: Upon the death of any member of the employee's immediate family (wife, husband, father, mother, father-in-law, mother-in-law, children, stepchildren, sister, brother, stepfather, stepmother), the employee shall be granted leave with pay to the extent necessary but not to exceed three (3) working days. One day's leave with pay shall be granted in the event of a death of the employee's grandparents, sister-in-law, brother-in-law and the employee's personal aunt or uncle or grandchild.

19.2 Jury Duty: If an employee is called to jury duty and required to be present in court, he or she shall be entitled to an amount equal to the difference between his or her normal compensation of eight (8) hours of pay of straight time and the amount, excluding any travel allowances, received from the court upon presentation of evidence of the amount paid by the court.

19.3 Parental Leave: The Town will provide leave in accordance with Massachusetts General Laws, Chapter 149, Section 151B, Section 11A. Leave will run concurrently with the Town of Millis Family Medical Leave as outlined in policy.

19.4 Military Leave: The Town will provide military leave in accordance with Massachusetts General Laws, Chapter 149, Section 52A.

19.5 Family Medical Leave: The Town will provide family medical leave in accordance with the Family Medical Leave Act.

19.6 Small Necessities Leave: The Town will provide leave in accordance with the Small Necessities Leave Act.

19.7 Unpaid Leave:

Employees who have completed their probationary period may be granted an unpaid personal leave of absence for up to one (1) month. Requests for leaves of absence will be at the Town Administrator's sole discretion and not subject to the grievance procedure.

All requests for unpaid leave of absence must be made in writing and be submitted thirty (30) calendar days, when possible, prior to the first day of the requested leave time.

The employee must return from the unpaid leave at the designated date in order to be guaranteed the same position as that occupied prior to taking the leave. An employee failing to return at the conclusion of the leave period shall be considered to have resigned. Said determination of this resignation shall not be subject to the grievance provision of this Agreement.

19.8 Personal Leave: Each fiscal year, all members of the bargaining unit shall be granted three (3) personal days off with pay. Eligible part-time employees shall be granted three (3) days on a pro rata basis.

## **ARTICLE 20 JOB CLASSIFICATION**

20.1 An employee who believes his or her position should be classified by different title and/or in a different pay grade shall have the opportunity to request a hearing on the matter before the Personnel Director.

20.2 Any such request should be submitted to the employee's department head in simple written form. The request should include the reasons for the request.

20.3 Following a review of the request, the department head shall forward it to the Personnel Director together with a written recommendation and the reasons therefor.

20.4 Approved changes in classification and/or pay grades shall be effective upon approval by the Board of Select Board and must be ratified at the next Town Meeting. If ratification is not obtained, the position will be returned to the previous grade.

## **ARTICLE 21 WAGES**

21.1 Wage Adjustments:

FY23 2% (retroactive to July 1, 2022)

FY24 0%

FY25 2%

21.2 Appendix A shall be the salary schedule for all bargaining unit members.

21.3 At the discretion of the Town, all bargaining unit members shall be paid through Direct Deposit."

## **ARTICLE 22 LONGEVITY**

22.1 All benefitted employees are eligible for longevity payments based on the completion of years of service to the Town as follows:

At completion of five (5) years as a benefitted employee, \$900 per year;

At completion of ten (10) years as a benefitted employee, \$1,000 per year;

At completion of fifteen (15) years as a benefitted employee, \$1,100 per year.

At completion of twenty (20) years as a benefitted employee, \$1,200 per year.

22.2 Said payments shall be made on the anniversary of their date of hire.

**ARTICLE 23**  
**UNIFORM, PROTECTIVE CLOTHING AND MILEAGE**

23.1 Employees as defined in Section 23.2 below shall receive a clothing allowance in the amount specified annually.

23.2 The Director of Public Health shall be allowed One Hundred (\$100) Dollars in annual reimbursement upon submission of acceptable receipts.

The Building Commissioner and Animal Control Officer shall be allowed Five Hundred (\$200) Dollars in reimbursement upon submission of acceptable receipts.

23.3 Employees shall be compensated at the rate for mileage as approved by the I.R.S. for the use of personal motors vehicles as authorized by the appropriate department head. Mileage for travel within the town shall be based on actual odometer reading. Authorized mileage out of town shall be based on the MapQuest mileage between town hall and the destination.

**ARTICLE 24**  
**COMMITTEE ON POLITICAL ACTION**

24.1 The Town will allow voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee on Political Education (COPE). The Town, upon demand of the Union and a forty-five (45)-day notice in writing to the Town, will deduct the authorized amounts from individual employees' paychecks and remit those sums to SEIU, Local 888, along with a list of employees who have had amounts deducted and amounts for each of those employees.

**ARTICLE 25**  
**SEVERABILITY AND SAVINGS**

25.1 Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, bylaw, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

25.2 The Union and the Town agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of the contract and that the present contract constitutes the complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

**ARTICLE 26  
DURATION**

26.1 The provisions of this Agreement will be effective July 1, 2022, and will remain in full force and effect through June 30, 2025, or until such time thereafter as a new agreement is signed. This Agreement shall be automatically renewed for a period of one (1) year unless by January 1, 2025, either party notifies the other in writing to terminate, amend, or modify any part of this Agreement.

For the town of Millis

For the Union

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- **APPENDIX A - Salary Tables**
- **APPENDIX B – Sick Leave Bank**
- **APPENDIX C- Authorization for Payroll Deduction of Union Dues**
- **APPENDIX D – Grievance Form**

## APPENDIX A

## SEIU Salary Table FY24

Grade	UPDATED POINTS	UPDATED TITLES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Up to 300	VACANT	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.23	\$23.82	\$24.41	\$25.02
2	300-330	Library Assistant Dept. Asst. Council on Aging Dept. Asst. DPW Dept. Asst. Executive Office Dept. Asst. Recreation	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37	\$24.98	\$25.60	\$26.24	\$26.90
3	335-395	Principal Asst. Perm. Building Committee Library Bookkeeper Principal Asst. Police/Fire Principal Asst. Assessors Principal Asst. Board of Health** Principal Asst. Building Department Principal Asst. ConCom/PlanBoard/CommPres Comm Principal Asst. Town Clerk Principal Asst. Treasurer/Collector Principal Asst. Water/Sewer Library Collections Manager	\$23.15	\$23.72	\$24.31	\$24.92	\$25.54	\$26.18	\$26.84	\$27.51	\$28.20	\$28.90
4	400-495	Library Tech Coordinator Library Adult Services Coord Outreach Coordinator	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15	\$28.85	\$29.57
5	500-575	Animal Control Officer Youth Services Librarian** Payroll Administrator Asst. Treas./Collector Benefits Coordinator (35 hrs/week) Energy Manager (21 hrs/week)	\$28.41	\$29.12	\$29.85	\$30.60	\$31.36	\$32.15	\$32.95	\$33.78	\$34.62	\$35.48
6	580-605	Economic Develop. Director/Planner** (19 hrs/week) Deputy Town Clerk Public Health Nurse DPW Business Manager** (40 hrs/week)	\$34.10	\$34.95	\$35.82	\$36.72	\$37.64	\$38.58	\$39.54	\$40.53	\$41.54	\$42.58
7	610-650	Recreation Director (35 hrs/week)	\$35.65	\$36.54	\$37.45	\$38.39	\$39.35	\$40.33	\$41.34	\$42.37	\$43.43	\$44.52
8	over 650 (40 hrs/week)	Director of Public Health Building Commissioner IT Director Town Accountant Treasurer/Collector Principal Assessor	\$44.56	\$45.67	\$46.82	\$47.99	\$49.19	\$50.41	\$51.68	\$52.97	\$54.29	\$55.65

\*\*Current Employee in this role will remain at current grade on SEIU Schedule - considered as Legacy Employee

Blue Font = FLSA Exempt Positions



## SEIU Salary Table FY25

Grade	UPDATED POINTS	UPDATED TITLES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Up to 300	VACANT										
2	300-330	Library Assistant Dept. Asst. Council on Aging Dept. Asst. DPW Dept. Asst. Executive Office Dept. Asst. Recreation	\$20.44	\$20.95	\$21.47	\$22.01	\$22.56	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52
3	335-395	Principal Asst. Perm. Building Committee Library Bookkeeper Principal Asst. Police/Fire Principal Asst. Assessors <b>Principal Asst. Board of Health**</b> Principal Asst. Building Department Principal Asst. ConCom/PlanBoard/CommPres Comm Principal Asst. Town Clerk Principal Asst. Treasurer/Collector Principal Asst. Water/Sewer Library Collections Manager	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.86	\$25.48	\$26.11	\$26.77	\$27.44
4	400-495	Library Tech Coordinator Library Adult Services Coord Outreach Coordinator	\$23.62	\$24.21	\$24.81	\$25.43	\$26.07	\$26.72	\$27.39	\$28.07	\$28.77	\$29.49
5	500-575	Animal Control Officer <b>Youth Services Librarian**</b> Payroll Administrator Asst. Treas/Collector Benefits Coordinator (35 hrs/week)	\$24.15	\$24.76	\$25.37	\$26.01	\$26.66	\$27.33	\$28.01	\$28.71	\$29.43	\$30.16
6	580-605	<b>Energy Manager (21 hrs/week)</b> <b>Economic Develop. Director/Planner** (19 hrs/week)</b> Deputy Town Clerk Public Health Nurse <b>DPW Business Manager** (40 hrs/week)</b>	\$28.98	\$29.71	\$30.45	\$31.21	\$31.99	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19
7	610-650	<b>Recreation Director (35 hrs/week)</b>	\$34.78	\$35.65	\$36.54	\$37.45	\$38.39	\$39.35	\$40.33	\$41.34	\$42.37	\$43.43
8	over 650 (40 hrs/week)	<b>Director of Public Health</b> <b>Building Commissioner</b> <b>IT Director</b> <b>Town Accountant</b> <b>Treasurer/Collector</b> <b>Principal Assessor</b>	\$36.36	\$37.27	\$38.20	\$39.16	\$40.14	\$41.14	\$42.17	\$43.22	\$44.30	\$45.41
			\$45.45	\$46.59	\$47.75	\$48.95	\$50.17	\$51.42	\$52.71	\$54.03	\$55.38	\$56.76

\*\*Current Employee in this role will remain at current grade on SEIU Schedule - considered as Legacy Employee

Blue Font = FLSA Exempt Positions

**SCHEDULE A**  
**CLASSIFICATION PLAN**  
**FY24 LEGACY SALARY SCHEDULE**  
**SEIU includes 2% inc. over FY23**

GRADE	1	2	3	4	5	6	7	8	9	10
13	\$1,583.41	\$1,620.94	\$1,656.77	\$1,694.31	\$1,731.42	\$1,771.09	\$1,811.62	\$1,851.29	\$1,894.37	\$1,936.17
13	\$752.12	\$769.95	\$786.97	\$804.84	\$822.43	\$841.27	\$860.52	\$879.36	\$899.83	\$919.68
	POSITION DPW BUSINESS MANAGER(BASED on 40 HOURS/EXEMPT) ECONOMIC DEVELOPMENT & PLANNING DIRECTOR (BASED ON 19 HOURS/EXEMPT)									
	<b>Hourly rate for Salary calculation</b>									
13	\$39.59	\$40.52	\$41.42	\$42.36	\$43.29	\$44.28	\$45.29	\$46.28	\$47.36	\$48.40
12	\$36.33	\$37.16	\$37.99	\$38.88	\$39.69	\$40.60	\$41.52	\$42.47	\$43.40	\$44.38
9B	\$29.12	\$29.77	\$30.44	\$31.18	\$31.83	\$32.52	\$33.30	\$34.04	\$34.80	\$35.56
7	\$25.44	\$26.00	\$26.58	\$27.19	\$27.78	\$28.43	\$29.08	\$29.87	\$30.39	\$31.08
	PRINCIPAL ASSISTANT - Board of Health									

**SCHEDULE A**  
**CLASSIFICATION PLAN**  
**FY25 LEGACY SALARY SCHEDULE**  
**SEIU includes 2% inc. over FY24**

GRADE	1	2	3	4	5	6	7	8	9	10
13	\$1,615.07	\$1,653.36	\$1,689.91	\$1,728.20	\$1,766.05	\$1,806.52	\$1,847.85	\$1,888.31	\$1,932.26	\$1,974.90
13	\$767.16	\$785.35	\$802.71	\$820.94	\$838.87	\$858.09	\$877.73	\$896.95	\$917.82	\$938.08
	POSITION DPW BUSINESS MANAGER(BASED on 40 HOURS/EXEMPT) ECONOMIC DEVELOPMENT & PLANNING DIRECTOR (BASED ON 19 HOURS/EXEMPT)									
	<b>Hourly rate for Salary calculation</b>									
13	\$40.38	\$41.33	\$42.25	\$43.21	\$44.15	\$45.16	\$46.20	\$47.21	\$48.31	\$49.37
12	\$37.06	\$37.91	\$38.74	\$39.66	\$40.49	\$41.41	\$42.35	\$43.32	\$44.26	\$45.27
9B	\$29.70	\$30.36	\$31.05	\$31.80	\$32.46	\$33.17	\$33.97	\$34.72	\$35.50	\$36.27
7	\$25.95	\$26.52	\$27.11	\$27.73	\$28.33	\$29.00	\$29.66	\$30.47	\$31.00	\$31.70
	PRINCIPAL ASSISTANT - Board of Health									

## APPENDIX B

## APPENDIX B

### SICK LEAVE BANK

A Sick Leave Bank for use by eligible employees shall be established, subject to the following terms and conditions:

The Sick Leave Bank is designed for use by employees who are undergoing a prolonged illness or disability and who intend to return to work immediately after the prolonged illness or disability. Prolonged disability or illness is construed to be an absence of twenty (20) consecutive working days or more.

The Sick Leave Bank shall maintain a maximum of one hundred fifty (150) days. Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years.

To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank one (1) day or one (1) pro rata day from accumulated sick leave by August 1st of each fiscal year, except or in the case of a new employee, within seven (7) months of his/her first workday. The total contribution per employee per year shall not exceed two (2) days. If no days from the bank are used each year the contributed days shall be returned to the contributing employees' balance. If some days are used from the bank, the remaining days above 150 at year end shall be returned to the employees on a proportionate basis based on number of days donated.

To be eligible for Sick Leave Bank benefits, the applicant must have accumulated at the beginning of the prolonged illness twenty percent (20%) of the maximum accumulated sick days available to the employee since the beginning of his/her employment. Further, the employee must have exhausted his/her accumulated sick days during the prolonged illness or disability before being eligible for Sick Leave Bank benefits.

Employees using the benefits of the Sick Leave Bank must sign a Sick Leave Agreement in which they state their intent to return to service immediately after the prolonged illness or disability for a minimum of the length of the Leave and to meet all terms of the regulations. Default of this signed Agreement for reasons other than permanent disability or death of employee will result in refunding to the Town of Millis the full amount of the salary received while covered by sick leave from the Sick Leave Bank.

No leave benefits will accrue for the period that Sick Leave Bank time is being utilized.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two (2) members, which shall have the authority to make further regulations, consistent with the terms of this Article

The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed twenty (20) days. Additional grants may be given at the discretion of the Sick Leave Bank Committee. Eligibility requirements for additional granting of leave may be waived by the Committee depending on the circumstances of an individual case.

The Sick Leave Bank Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:

- Adequate medical evidence of serious illness or disability, as determined by the Sick Leave Bank Committee in its sole discretion;
- Length of service in the Town; and
- Propriety of the use of previous sick leave.

The Sick Leave Bank Committee may establish other criteria and may seek additional medical opinions from an employees' physician and evidence of the serious illness or disability.

Decisions of the Sick Leave Bank Committee are final and binding and are not subject to the grievance procedure.

## APPENDIX C



# Union Membership and Dues Card

Join together for a stronger voice on the job

**Membership Authorization:**

Yes, I want to join with my fellow employees and become a member of SEIU Local 888 ("SEIU"). Effective immediately, I hereby request and accept membership in Service Employees International Union (SEIU) Local 888 - and authorize SEIU Local 888 to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment. I agree to be bound by the Constitution and Bylaws of the Service Employees International Union and SEIU Local 888. I understand that in order to establish and maintain membership in good standing, I am obligated to pay dues and assessments as duly adopted by SEIU Local 888.

**Required Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Dues Deduction/Check-off Authorization:** I hereby authorize & direct my employer to deduct from my earnings - & to transmit to Service Employees International Union (SEIU) Local 888 - membership dues in the amount established or revised by SEIU Local 888 in accordance with the SEIU Local 888 Constitution and Bylaws. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period. SEIU Local 888 is authorized to deposit this authorization with my current Employer(s) & with any other Employer(s) under contract with Local 888 in the event I change Employer or obtain additional employment - and is authorized to redeposit this authorization with any Employer under contract with Local 888 if my employment with that Employer terminates and I am later rehired.

**Required Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Dues to SEIU are not tax deductible as charitable contributions, however they may be tax deductible. Please consult your tax professional.

Legal Name (Print): \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender:  Male  Female

Address (Street): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Personal Email (Print): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Email (Print): \_\_\_\_\_ Work Phone: \_\_\_\_\_

Best way to reach you: \_\_\_\_\_ Best Time: \_\_\_\_\_ Cell Phone\*: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

Employer: \_\_\_\_\_ Employee ID#: \_\_\_\_\_

Department: \_\_\_\_\_ Work Site: \_\_\_\_\_

Job Title: \_\_\_\_\_ Hire Date: \_\_\_\_\_

*\*By providing my phone number, I understand the Service Employees International Union, its local unions, and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.*

**COPA Authorization: Join the Committee on Political Action with COPA.**

Yes! I want to defend my benefits and help working families and I know we can only do that if we stand together. I hereby authorize my employer to withhold the indicated amount per week to forward to SEIU Local 888 ("SEIU") as a contribution to SEIU Committee on Political Action ("SEIU COPA"). My signature shows that I agree with the terms below.  \$3  \$5  \$9  upgrade my donation\$ \_\_\_\_\_

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

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

This authorization is made voluntarily based on my specific understanding that: 1) I am not required to sign this form or make voluntary contributions to SEIU COPA as a condition of my employment or membership in the union; 2) I may refuse to contribute without reprisal; 3) Under law, only union members and executive / administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to COPA; 4) The contribution amounts on this form are merely suggestions, and I may contribute more or less by this or other means without fear of favor or disadvantage from SEIU or my employer; 5) SEIU COPA uses the money it receives for political purposes - including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices - and addressing political issues of public importance. This authorization shall remain in effect until revoked by me in writing via U.S. mail to SEIU.

Contributions or gifts to SEIU COPA are not tax deductible as charitable contributions.

## APPENDIX D





# GRIEVANCE FORM

Filed with Employer on: \_\_\_ / \_\_\_ / \_\_\_

Filed at Step:  1  2  3

Steward: \_\_\_\_\_

## MEMBER INFORMATION

Member's Name: \_\_\_\_\_ Personal email: \_\_\_\_\_

Home Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Fax: \_\_\_\_\_

Job Title: \_\_\_\_\_ Shift:  FT  PT

Employer: \_\_\_\_\_ Date of Hire: \_\_\_ / \_\_\_ / \_\_\_

## GRIEVANCE INFORMATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Occurrence or Knowledge: \_\_\_ / \_\_\_ / \_\_\_  Ongoing

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REMEDY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PLEASE SIGN

Signature of Member: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

For the Union: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

24-033

Board/Committee Liaison Updates

24-034

DRAFT Minutes

**SELECT BOARD  
MEETING MINUTES  
Monday, February 5, 2024  
Veterans Memorial Building Room 229  
900 Main Street, Millis, MA 02054**

**Chair Schultze called the Meeting to order at 9:00am**

The following persons were present: Chair Craig Schultze, Vice Chair Ellen Rosenfeld, Clerk Erin Underhill, Town Administrator Mike Guzinski, Assistant Town Administrator/HR Director Karen Bouret DeMarzo, and Finance Director Carol Johnston.

The following departments made their budget proposals:

Fire/Rescue at 9:00am  
Board of Health at 9:45am  
Police at 10:15am  
Recreation 11:00am  
Council on Aging at 11:30am  
Animal Control at 12:00pm

**Sel. Rosenfeld made a motion to recess for lunch at 12:15pm. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

**Sel. Schultze called the meeting back to order at 1:00pm.**

Town Clerk at 1:00pm  
Library at 1:30pm  
Building Department at 2:00pm  
IT Department at 2:30pm  
DPW at 3:00pm  
Finance Department at 4:00pm  
Executive Office/Town Buildings at 4:30pm

**Sel. Rosenfeld made a motion to adjourn at 4:45pm. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

Respectfully Submitted by Victoria Schindler

**SELECT BOARD  
MEETING MINUTES  
Monday, February 12, 2024  
Veterans Memorial Building Room 229  
900 Main Street, Millis, MA 02054**

**Chair Schultze called the meeting to order at 7:00pm.**

The following persons were present Chair Craig Schultze, Vice Chair Ellen Rosenfeld, Clerk Erin Underhill, Town Administrator Mike Guzinski, Assistant Town Administrator/HR Manager Karen Bouret DeMarzo.

Announcements

The Millis High School is holding a Comedy Cancels Cancer Fundraiser on 3/1/24 to support Aedan Wetherbee who is a Millis High School Student battling a rare cancer. Tickets are \$20 per ticket for the public and free for Millis High School students. The show starts at 8pm at the Millis High School Auditorium.

Bob Weiss, Economic Development Director, announced the Town has been awarded \$433,195.00 from the Complete Streets Grant Program.

Kris Fogarty Recreation Director announced Erin LeBlanc has won the 2024 Massachusetts Recreation and Park Association's Community Professional of the Year Award. This award is given to a member of the MRPA that has provided outstanding service and dedication to their community. She also would like to recognize Sharon Locke, a Millis resident, and a member of the Recreation Committee, who received the Peter and Erin O'Brien Award, the highest award presented by the MRPA for being an influential active member of the community.

Sel. Schultze stated there are many open positions for those looking to serve the Millis Community including Town Moderator, Planning Board, Select Board, School Committee, Board of Health, Library Trustees. You can pick up nomination papers at the Town Clerks office and get 45 signatures to qualify.

24-014 Approve and Sign 3/5/24 Presidential Primary Election Warrant

**Sel. Rosenfeld made a motion that the Board approve and sign the March 5<sup>th</sup>, 2024, Presidential Primary Election Warrant. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-015 Vote to set Annual Town Meeting Date/Vote to Open Annual Town Meeting Warrant

**Sel. Rosenfeld made a motion that the Board set the date of Annual Town Meeting for Tuesday, May 7<sup>th</sup>, 2024, at 7:30pm. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

**Sel. Rosenfeld made a motion to open the Annual Town Meeting Warrant. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

A resident stated concern for the day and time of the Town Meeting reasoning it is not accessible for all residents. She questions if a daytime Saturday meeting was considered. The Board said this had been previously considered a few years ago when there was a Town Meeting procedure study by a town meeting committee, and they concluded it would disproportionately affect other age groups from being able to attend.

Town Clerk Lisa Hardin is requesting the Fall Annual Town Meeting be moved from the Monday night before the Presidential Election to another night to allow seniors that may be working the Election are able to do both.

24-016 Hearing: Installation of Anchor Guy at Pole #34/11

**Sel. Rosenfeld made a motion to open a hearing for the installation of Anchor Guy at Pole #34/11. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

Christine Cosby from Eversource reviewed the order for joint or identical location for poles. They are looking to add a guide wire anchored into the ground to the top of the pole and remove the dead tree.

**Sel. Rosenfeld made a motion to close a hearing for the installation of Anchor Guy at Pole #34/11. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

**Sel. Rosenfeld made a motion that the Board grants joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, said poles to be located, substantially as shown on the plans made by K. Rice, dated October 5, 2023, and filled herewith, upon along and across the following public way of Millis : Forest Road – Southerly side opposite Bow Street, install one (1) anchor guy at pole #34/11. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-017 Appointment of Snow Removal Contractor

**Sel. Rosenfeld made a motion that the Board ratify the Town Administrator's appointment of Kevily Riani Gimenez as a Snow Contractor under the Personnel Plan from February 13, 2024-March 15, 2024. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-018 Consideration/Approval of No Parking Signs at Adams Street & Parnell Street

Police Chief Chris Soffayer reviewed the consideration for No Parking Signs at Adams Street & Parnell Street because of the ongoing issue of trucks parking on Union Street and blocking the driveway of residents at 84/86 Union Street. Despite several complaints, this issue remains unresolved and continues to cause significant inconvenience to the affected residents.

**Sel. Rosenfeld made a motion that the Board approve the request to purchase and install "No Parking this Side of Street" signs on Union Street from Adams Street up to Parnell Street. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-019 Hearing: Continued – Special Permit for 1480-1486 Main Street

Attorney Ted Cannon representing the applicant reviews the planning board decision regarding the waiver of site plan which they waived with conditions. The use of the site requires the use of a Special Permit from the Select Board which is why they are here today.

Eric Dias from Strongpoint Engineering Solutions reviews the comments from the peer review which including existing sewer service should be shown on the plan, he follows up by stating the site is served by septic system that is located south of the existing building. The peer review also commented on installing erosion control as needed, quantify the additional traffic trips expected to the proposed site, they are approximating 50 trips per day between 7am -7pm Monday through Friday and 7am -4pm on Saturdays. He also stated there were concerns with the possibility of debris dirtying the roadway, the applicant bought a street sweeper specifically for this property to make sure it is maintained. Mike Carter from GCG peer review associates states the applicant and engineer have addressed all of the comments made during the peer review. He suggests when giving the special permit add writing towards a definitive Street sweeping schedule.

Sel. Rosenfeld questioned if there are buildings on the property and if they would be keeping them. The applicant answered yes, they will be keeping the buildings.

**Sel. Rosenfeld made a motion that the Board close the special permit hearing for 1480-1486 Main Street. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

**Sel. Rosenfeld made a motion that the Board approves a special permit for 1480-1486 Main Street for proposed site improvements as presented in the plan dated 11/1/2023 for processing and treating raw materials for the purpose of**

producing firewood, mulch, and compost in the regular course of business. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

24-020 Approve/Sign FY25 Green Communities Grant

Bob Weiss, Energy Manager, reviews the project for a new heat pump at our Village Street Sewer Facility. The Millis Energy Committee has secured a Green Communities grant to go towards the cost of the new heat pump.

**Sel. Rosenfeld made a motion that the Board approves and authorizes the Town Administrator to sign the Massachusetts Department of Energy Resources' grant of \$5,450.21 to fund a portion of installation of a heat pump at the Village Street sewer facility. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-021 Review/Approve Recommended Building Department Permit Fees

Mike Giampietro Building Commissioner reviews the surrounding Town's Building Department Fees concluding they all have recently increased their fees and the last time Millis increased the fee was 2015. He is suggesting that the Town adopted the presented fees effective 5/1/2024.

Sel Underhill questioned if a resident was pulling permits and doing the work themselves would they be charged the same. Mr. Giampietro stated they would just be charged the minimum permit fee. The proposed fee is for contracted contractors.

Town Administrator Mike Guzinski suggested the permit fees 7/1/24 to align with our fiscal year.

**Sel. Rosenfeld made a motion that the Board approve Building Department Fees including building, plumbing and gas, and electrical, as presented and to implement the fees starting on July 1, 2024. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-022 Discuss Finance Director Recruitment Process

Town Administrator Mike Guzinski stated Carol Johnston, the Town's Finance Director will be retiring June 30<sup>th</sup>, 2024. He asked the Board to review the Job Description and Advertisement for the position so it can be posted in several locations, including the BEACON and linked in. Sel. Underhill volunteered Sel. Schultze to help the Town Administrator and Assistant Town Administrator/HR Manager in the recruitment process.

24-023 Review/Approve Rave Alert System Quote

**Sel. Rosenfeld made a motion that the Board approve the renewal quote for Rave Alert for Swift911Customers for a three-year term at \$5,094.90 per year for a total amount not to exceed \$15,284.70 for FY25-FY27 and authorize the Town Administrator to sign on the Town's behalf. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-024 Vote to Ratify Library Director's Contract

**Sel. Rosenfeld made a motion that the Board ratify the employment agreement between the Town and Kimberly Tolson, Library Director, for a three-year term beginning January 29, 2024, and ending January 28, 2027. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

24-025 Board/Committee

Sel. Rosenfeld did not attend any meetings.

Sel. Schultze attended the Finance Committee meeting where they listened to the Fire/Rescue budget presentation where the Finance committee asked many questions regarding mutual aid. He also attended the Economic Development Committee where they discussed the \$170,000 grant potential for Downtown revitalization.

Sel. Underhill did not attend any meetings.

24-026 Approval of DRAFT Minutes

Sel. Rosenfeld moved that the Board vote to approve the draft minutes from 1/27/24 as written. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

24-027 Review/Approval of Water/Sewer Commitment

I move that the Board approves the water/sewer commitment to the collector for January 2024 for a total of \$1,631.95. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Sel. Rosenfeld made a motion to adjourn at 8:10pm. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Respectfully Submitted by Victoria Schindler

DRAFT