

# COLLECTIVE BARGAINING AGREEMENT

between the

## TOWN OF MILLIS

and the

## MASSACHUSETTS COALITION OF POLICE (LOCAL 171)

**July 1, 2022 - June 30, 2025**

<u>AGREEMENT</u> .....	3
ARTICLE 1. Recognition .....	4
ARTICLE 2. Definitions.....	4
ARTICLE 3. Management Rights .....	4
ARTICLE 4. Hours of Work and Overtime.....	4
ARTICLE 5. Swaps of Tours of Duty.....	5
ARTICLE 6. Compensation .....	5
ARTICLE 7. Personal Days .....	9
ARTICLE 8. Sick Leave .....	9
ARTICLE 9. On the Job Injuries.....	11
ARTICLE 10. Paid Holidays .....	12
ARTICLE 11. Vacations.....	13
ARTICLE 12. Jury Service.....	14
ARTICLE 13. Bereavement Leave.....	14
ARTICLE 14. Physical Examinations .....	14
ARTICLE 15. Grievance Procedure.....	14
ARTICLE 16. No Strike Clause .....	16
ARTICLE 17. Savings Clause .....	16
ARTICLE 18. Effective Date and Duration of Agreement .....	16
ARTICLE 19. Seniority .....	17
ARTICLE 20. Promotions.....	17
ARTICLE 21. Clothing and Cleaning .....	20
ARTICLE 22. Annual Shift Re-bidding.....	20
ARTICLE 23. Issued Clothing and Equipment.....	20
ARTICLE 24. Prisoner Transports .....	20
ARTICLE 25. Miscellaneous Provisions .....	20
WAGE APPENDIX.....	2

## **ARTICLE 1. Recognition**

The Town recognizes the Union as the sole, exclusive bargaining agent with respect to wages, hours, and other conditions of employment for regular, full-time employees in the job classifications of Police Officer and Police Sergeant in the Millis Police Department, excluding the Chief and all civilian employees and all others.

## **ARTICLE 2. Definitions**

The words "employee" and "employees," as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining unit described in Article 1.

## **ARTICLE 3. Management Rights**

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

1. Among the management rights that are vested with the Town are the following: the right to hire, promote, transfer, suspend, demote, discharge in accordance with Massachusetts General Laws, Chapter 41, Section 97A, and to relieve employees from duty because of insufficient funds.
2. The Town shall have the freedom of action to determine the methods, means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used and the extent to which its own or other facilities and/or personnel shall be used. The Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by the Town and shall establish and change work schedules as necessary. The Town shall institute an ongoing effort to update, upgrade and maintain all equipment and materials at a sound and safe operational level.

## **ARTICLE 4. Hours of Work and Overtime**

Tours of duty shall be scheduled on the basis of four (4) consecutive days "on duty" and two (2) consecutive days "off duty" as approved by the Chief of Police, except for "basic recruit academy training" which shall be based on five (5) consecutive days "on duty" and two (2) consecutive days "off duty" schedule. Tours will be worked in eight (8) hours' shifts unless special shifts are agreed upon with the approval of the Police Chief.

Overtime work shall be in excess of a regular tour of duty or in excess of a regularly scheduled work week worked in any payroll week. Overtime shall be distributed on a fair and equitable rotating basis among employees in the bargaining unit.

The maximum number of hours an officer can work per payroll week, including details, is 96 hours.

The base hourly rate shall be one-fortieth (1/40) of the employee's regular weekly compensation. The overtime rate shall be one and one-half (1 ½) times the base hourly rate.

This Article shall not apply to off duty time assigned to ambulance duty.

In no case should the computation of weekly overtime include any hours for which daily overtime was paid.

All overtime shall be paid in cash, unless the employee specifically elects to be compensated by compensatory time off at the rate of one- and one-half hour of compensatory time for each hour worked, such time off to be taken in the 90-day period after which the overtime was worked. If the ninety-day period extends over a fiscal year period, i.e. past June 30, then the compensatory time must be taken by June 30 or the overtime must be paid in cash. The Chief of Police may deny a particular request for taking compensatory time for any non- discriminatory reason(s). In such cases, he shall endeavor to accommodate any alternative request for time off within the 90-day work period. If for any such reason, such compensatory time is not taken within the 90-day work period it shall not be carried over or accumulated but rather then become payable in cash at the overtime rate. The maximum number of hours that an officer may utilize Compensatory Time is 84 hours per contract year.

Nothing in this Article shall preclude the Chief from offering overtime to special police officers after offering it to the members of the bargaining unit. This Article shall not apply to hours spent in obtaining EMT certification or re-certification. A schedule of the overtime worked and refused shall be kept and posted in a conspicuous place within the Millis Police Station.

#### Minimum Call-Back

Employees who are called back to work after leaving at the end of a tour of duty, or while on a day off, shall be entitled to a minimum of four (4) hours of work and pay at the overtime rate. This minimum shall not apply in a so-called holdover situation where the officer is kept on duty beyond the end of his scheduled shift, nor shall it apply to a situation in which the officer is called in to work less than four hours prior to a regularly scheduled shift and works continuously to the start of such shift.

Overtime required by other Town Departments (Town details only), which is paid for by the Town and the source of funding is from the Town, shall be considered overtime and shall be paid at the rate of time and one-half (1 ½) the top sergeant base rate, and there shall be a four (4) hour minimum payment for each overtime assignment, but thereafter there shall be no blocks.

The Chief of Police may assign a supervisor(s) to a particular shift or assignment for specific operational purposes, exclusive of the overtime list, in the best interest of the department and the community.

#### **ARTICLE 5. Swaps of Tours of Duty**

Employees in the bargaining unit will be allowed to "swap" tours of duty with other employees who agree to work in his/her place subject to approval by the Chief of Police and subject to such swap being accomplished without overtime liability being incurred by the Town.

In exercising his discretion hereunder, the Police Chief will not withhold approval unreasonably or without proper cause.

#### **ARTICLE 6. Compensation**

1. Wages: See attached wage appendix. Employees shall be employed at the minimum rate of their classification unless a higher starting rate is authorized by the Town Administrator. Salary increments in the amounts indicated on the attached Wage Appendix shall be paid to employees each year on the anniversary date of employment until the maximum for their classification is reached.

1. Animal Control Assistance Stipend: Effective July 1, 1994, the Town agrees to pay an annual Animal Control Assistance Stipend of \$400, subject to funding by Town Meeting, and to offer rabies inoculations to all employees as compensation for animal control calls.

Effective July 1, 2008, this stipend will be increased to \$500 and folded into the hourly rate and the stipend will be eliminated duties to remain as is.

2. Night Differential: Employees covered by this Agreement who are regularly assigned to night shifts between the hours of 3:00 p.m. through 7:00 a.m. shall receive a night differential of six percent (6%). Such a differential is not to be included in the computation of any overtime payment.

In the event of a swap of shifts the differential shall be paid to the officer who actually works the shift.

3. Court Pay: Employees who are required to attend court on official business and with the approval of the Chief will be paid at their regular rate of pay for a minimum of three (3) hours and such hours will be used in any computation of daily or weekly overtime pay in accordance with Article 4.

4. Annual Stipend: Members certified as Emergency Medical Technicians shall receive a stipend of \$1,240.00. If any other Town employees receive a higher stipend, the stipend under this contract shall also be increased.

5. Annual Stipend: Members certified as a Motorcycle Officer shall receive a stipend of \$500.00.

6. Additional Compensation:

6.1 Police Detective An employee covered by this Agreement who is assigned as a Police Detective by the Chief shall receive additional compensation at the rate of \$1000 annually.

6.2 Additional Compensation - Identification Officer: An employee covered by this Agreement who is assigned as Identification Officer by the Chief shall receive additional compensation at the rate of five dollars (\$5) per week. Such compensation is not to be included in the computation of any overtime payment.

6.3 Additional Compensation - EMT Training: An employee covered by this Agreement who is required to attend Emergency Medical Training (EMT) classes resulting in certification as required by law or the Police Chief on or after June 30<sup>th</sup>, 1977, at a time other than their scheduled work hours, shall be

reimbursed for the time plus the reasonable time required to travel from and return to the Millis Police Station at their normal time and one half rate. Such hours are not to be used in any computation of daily or weekly overtime pay.

The Millis Select Board shall have the power to determine the number of EMT's required within the Police Department. Nothing in this Article is meant to limit those officers who are certified EMT's or seeking certification prior to July 1, 1979, from receiving the stipends aforementioned.

- 6.4 Additional Compensation - Officer in Charge: When a Sergeant or the Police Chief is not on active duty, the Senior Officer in Charge will be compensated at the lowest step of the Sergeant's rate.
- 6.5 Additional Compensation – Prosecutor: The officer assigned by the Chief as the court prosecutor on a regular basis shall receive a stipend of \$700 annually.
- 6.6 Additional Compensation - Firearms Officer: The Firearms Officer shall receive a stipend of \$850 annually.
- 6.7 Additional Compensation - Firearms Licensing: The firearms licensing processor shall receive a stipend of \$700 annually.
- 6.8 Additional Compensation Marijuana Training and Enforcement: All members of the bargaining unit shall receive a stipend of \$600 annually to be paid on the first payroll of the payroll year.
- 6.9 Additional Compensation – Field Training Officer: the Field Training Officer (FTO) shall be paid an additional \$2.00 per hour while training new officers

- 7. Longevity: Employees covered by this Agreement shall receive longevity payment for service in the Millis Police Department as of July 1, 2001, as follows:

Effective July 1, 2015, employees covered by this Agreement shall receive longevity payment for service in the Millis Police Department as follows:

For five to ten years of service	\$600 per year
For ten to fifteen years of service	\$850 per year
For fifteen or more years of service	\$1025 per year

This is to be prorated from the employee's anniversary date.

8. Educational Incentive Pay: For employees appointed prior to July 1, 2009, compensation for educational credits in law enforcement from an accredited institution will be in accordance with the following schedule which is not retroactive

0 - 14 credits	\$0 per week
15 - 24 credit	\$0 per week
25 - 34 credit	\$20 per week
35 - 49 credit	\$25 per week
50 - 74 credit	\$30 per week
75 - 99 credit	\$35 per week
100 and up credits	\$40 per week

In no event will payment exceed what would be paid under the "Quinn Bill" as set forth in the following schedule:

Equivalent credits for Associate Degree - no more than ten percent (10%);

Equivalent credits for Bachelor's Degree - no more than twenty percent (20%);

Equivalent credits for Master's Degree - no more than twenty-five percent (25%).

The Town shall not be required to pay so called "Quinn Bill" benefits to any officer who has been reemployed by the Department under a break in service pursuant to Article 19 of this agreement, until such time as the Department has submitted and received certification from the Commonwealth that said employee is eligible for Quinn Bill benefits. Said employee shall be eligible for Quinn Bill Benefits beginning with the period certified by the Commonwealth. Stipends will be included in the calculations of "Quinn Bill" benefits effective July 1, 2006.

Effective July 1, 2016, for employees hired after July 1, 2009, compensation for educational credits in law enforcement from an accredited institution will be in accordance with the following schedule, which is not retroactive:

Master's Degree: \$15,600

Bachelor's Degree: \$12,480

Associate degree: \$6,240

Degree programs shall be pre-approved by the Police Chief. **The amounts above are not cumulative.**

Employees hired after the effective date of this Agreement shall qualify for the benefit upon completion of his or her probationary period.

9. Paid Details

9.1 Private paid details shall be paid for at the rate of time and one-half (1%) the sergeant's top step rate, and there shall be a four (4) hour minimum payment for each detail. Details shall be paid in four-hour blocks, regardless of time worked.

Effective 7/1/22 the detail rate for Town Details shall be at the rate of the private detail rate.

9.2 Paid details requested by private employers due to labor union strikes shall be paid at double (2 times) the regular rate of pay as set forth in Section 9.1 above.

9.3 The Town will pay for paid details weekly after withholding taxes and other authorized deductions. It shall be the responsibility of the Town to bill and collect fees from parties requesting paid details. Payments to officers shall not be delayed by billing or collection problems encountered by the Town. To ensure prompt statements the Town shall make appropriation as may be necessary under Massachusetts General Laws, Chapter 44, Section 53c - Police Revolving Fund, as accepted by the Town on November 13, 1972.

9.4 Details shall be filled as is currently done. In the event that Town overtime is not filled by the usual process, an officer who is scheduled to work a private detail as defined above may be moved to work the Town overtime instead. In addition, if an officer accepts Town overtime and a private detail becomes available, s/he may change his/her detail selection to the private detail provided that the Town overtime is filled.

10. Insurance

10.1 Employees covered by this Agreement shall be provided with police professional liability insurance, including "false arrest," as well as professional liability insurance when performing the duties of an Emergency Medical Technician. The cost of such insurance is to be paid for by the Town.

10.2 The Town shall pay for the percentage of health insurance plans agreed to by the town and the Public Employee Committee.

10.3 The Town will offer a one-time stipend of \$1000 for employees who have been on the Town's health plan for at least one year who choose to go off Town health insurance, paid quarterly.

11. Administrative Days Off (ADO's) are earned at a rate of one every three weeks and cannot be used until they are earned.

**ARTICLE 7. Personal Days**

Employees covered by this Agreement shall be granted three (3) days per fiscal year to conduct personal business.

Personal days may be taken at a time of the employee's choosing provided *both* of the following conditions are met:



1. A minimum of eight (8) hours' notice is received; and
2. The officer's shift can be filled (assuming the Town chooses to do so) by a regular, full-time officer.

#### **ARTICLE 8. Sick Leave**

Employees shall be granted sick leave at the rate of one and one-quarter (1¼) days per month of actual service beginning with the first day of the calendar month following employment. This leave shall be granted monthly until the July 1<sup>st</sup> following the employee's first anniversary of employment at which time, and annually thereafter, fifteen (15) days shall be cumulative up to two hundred and fifty (250) days.

Sick leave may be used only when an employee is unable to perform his or her duties because of sickness or other physical incapacity, except that such sick leave may be used with the approval of the Chief of Police when serious illness in an employee's family requires his or her presence. Leave to care for a family member must be for a family member as covered under the Family Leave Act.

Sick leave may not be taken immediately prior to separation unless properly chargeable to sick leave. On separation due to retirement only, however, an employee shall be entitled to a lump sum payment equal to ten per cent (10%) of their unused accumulated sick leave.

When an employee finds it necessary to be absent due to sickness or other physical incapacity, he or she shall notify the appropriate supervisor either directly or by another party as soon as possible. Sick leave will not be granted unless such a report is made.

The Chief of Police may authorize sick leave only when such leave is in accordance with the above. When necessary to permit a proper evaluation of a request for sick leave, the Chief may require employees to submit medical certificates or other records deemed necessary. If such documents are not submitted after request therefor, the absence in question shall not be chargeable to sick leave.

The Chief may assign a permanent intermittent/special officer to a shift to replace an injured or sick officer who has been out of work for more than thirty (30) working days.

Police Officers, including Sergeants, who call in sick for a particular shift, shall not work overtime or details until **at least twenty-four (24) hours** after the end of the shift which they were absent from, except when ordered to do so by the Chief of Police or his designee.

Bonus Vacation Days: One bonus vacation day will be granted for each calendar quarter in which no sick days are incurred during that quarter - i.e., January 1<sup>st</sup> to March 31<sup>st</sup>, April 1<sup>st</sup> to June 30<sup>th</sup>, July 1<sup>st</sup> to September 30<sup>th</sup> and October 1<sup>st</sup> to December 31<sup>st</sup>.

A sick leave bank shall be established as follows:

1. 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.

2. 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.
3. To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank one (1) day or one pro rata day from accumulated sick leave by August 1st of each fiscal year, exceptor 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.
4. 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.
5. 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.
6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two (2) union members which shall have the authority to make further regulations, consistent with the terms of the Article. The Sick Leave Bank Committee will be composed of two members designated by the employees.
7. 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.

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:

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

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

8. Decisions of the Sick Leave Bank Committee or are not subject to the grievance procedure.

## **ARTICLE 9. On the Job Injuries**

Officers out on OJI shall be assigned to a Monday through Friday schedule. If the period of injury leave exceeds 45 days, officers shall not accumulate vacation leave or bonus days commencing on the 46<sup>th</sup> day of OJI status.

Officers shall attend training and court during their period of incapacity of regular work, with the permission of the Chief, if their physical conditions allow. Questions concerning the physical capability to attend shall be settled between the employee's physician and the Town physician. If the Town's and Officer's physician are unable to agree, they shall appoint a third physician to decide the matter, and that physician's decision shall be final.

Officers may attend training sessions with other Town departments or outside agencies to continue certifications when necessary for employment under the same conditions stated above.

When an officer goes out on injury leave, his/her vacation accrual will remain as is until the end of that fiscal year. If the period of injury leave exceeds 45 days, all vacation accruals will cease until the officer returns to duty. Immediately upon return to duty, that officer will once again begin earning vacation and bonus days, as per contract. Any existing accrued vacation time will remain credited to that officer.

For example:

Officer A is credited with four weeks of vacation as of July 1, 2007. He uses two weeks during August, 2007. He is injured on duty on October 1, 2007 and is not able to return to work until February 15, 2008. At that time, he will still have the two weeks' vacation time he previously earned. His vacation earnings for the following fiscal year will be adjusted by 25% (13 weeks out, after 45 day grace period). Three weeks' vacation will be credited on July 1, 2008.

In cases of on the job injuries only, unused vacation time may be carried over from one fiscal year to the next, if the officer has not returned to duty prior to the end of a fiscal year. Officers will not be entitled to any bonus days for any quarter during which he/she was on injury leave.

The Chief may assign a Permanent Intermittent officer to a shift to replace an injured, absent for military deployment ( not to be absent for more than one calendar year due to military deployment or paid/unpaid administrative leave or sick officer who has been out of work more than thirty (30) calendar days.

Sick leave accrual shall not be affected by this article.

## **ARTICLE 10. Paid Holidays**

The following thirteen (13) holidays:

New Year's Day  
Washington's Birthday  
Memorial Day

Martin Luther King's Birthday  
Patriots' Day  
Juneteenth

Independence Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

Labor Day  
Veterans' Day  
Day after Thanksgiving Day

All employees shall receive holiday pay for each holiday listed. Holiday pay shall be one-fifth (1/5) of the employee's regular weekly wage in addition to his regular pay if the day is worked by the employee.

Employees that physically work a full shift starting on 0700, 1500, and 2300 on the following holidays – New Years, Independence Day, Thanksgiving, and Christmas shall receive 5 hours of bonus pay for the holiday.

#### **ARTICLE 11. Vacations**

Effective 7/1/08, the vacation allotment date will be changed to the officer's anniversary date of hire.

Vacation allowances shall be granted based on actual service during the previous twelve (12) months as follows:

1. Employees who have been employed for less than twelve (12) months as of July 1st in the current year shall be granted vacation leave of one (1) day with full pay for each month of employment as calculated from the first day of employment provided that his/her leave credit shall not exceed ten (10) days.
2. 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) consecutive years based on the employee's anniversary date of employment.
3. 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) consecutive years based upon the employee's anniversary date of employment.
4. 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 or more based upon the employee's anniversary date.
5. In addition to 4. above, an employee who has been employed by the Town for twenty (20) consecutive years or more based upon the employee's anniversary date of employment shall receive one (1) additional day of vacation leave for every year of employment up to twenty-four (24) years:
  - 20 years = one (1) additional day
  - 21 years = two (2) additional days
  - 22 years = three (3) additional days
  - 23 years = four (4) additional days
  - 24 years = five (5) additional days

6. It is specifically understood by the Union and the Town that one (1) week of vacation is equivalent to five (5) tours of duty.
7. Vacation time must be completed within the vacation year in which it is granted and may not be accumulated for use in any following year except under unusual circumstances and with the prior approval of the Town Administrator.
8. Any employee who is absent without pay during the twelve (12) months preceding his anniversary date of the current year shall receive a reduced vacation allowance. Such allowance shall be determined by reducing the allowance in the above schedule by the same percent as the days not paid bears to the employee's total number of scheduled workdays in the same twelve (12) month period.
9. Employees who terminate before the anniversary date of the current year shall be granted upon termination that portion of their vacation earned by actual service from the previous anniversary date to the date of termination in addition to any unused vacation time. For those employees who have served less than twelve (12) months, vacation calculation shall be on a July 1<sup>st</sup> basis.
10. Vacations shall be granted upon a seniority basis. Vacation requests shall be made on or before March 31<sup>st</sup>. Said vacation requests shall take precedence over any vacation requests made after March 31<sup>st</sup>.
11. Should an employee wish to take a single day of vacation, he shall be required to give the Chief of Police four (4) hours' advance notice of his intentions to take a single vacation day, if the shift can and must be filled in a timely manner; if the shift cannot be filled, the employee shall be required to work. Said single vacation day shall be subject to the approval of the Chief of Police; however, said approval shall not be unreasonably withheld.
- ~~12. No more than two (2) employees shall be entitled to be on vacation during the same twenty-four (24) hour period by calendar date unless specifically approved by the Chief of Police.~~
13. The purchase back of one week of vacation when budgeted funds allow is allowed as determined by the Chief.

#### **ARTICLE 12. Jury Service**

Any employee required to be absent from his or her employment to serve on a jury shall be paid his or her regular wages, less any pay received (excluding allowances) as such jury (wo)man, for such time as the employee is required to be absent. All such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty.

#### **ARTICLE 13. Bereavement Leave**

Upon the death of any member of an employee's immediate family (wife, husband, mother, father, father-in-law, mother-in-law, children, stepchildren, sister, brother, stepfather, stepmother,

grandparents and grandchildren), the employee shall be granted leave with pay to the extent necessary but not to exceed three (3) working days.

#### **ARTICLE 14. Physical Examinations**

A physical examination shall be mandatory before the employment of any person in any position included in the bargaining unit. The fees for such examinations shall be paid by the Town. The scope of the examinations shall be appropriate to the work to be performed and shall be conducted by a physician designated by the Selectmen

#### **ARTICLE 15. Grievance Procedure**

1. The parties are encouraged to make every reasonable attempt to resolve issues between the aggrieved employee, the union representative and the Chief of Police through informal discussion
2. A grievance for the purposes of this Agreement is a dispute, claim or complaint arising under the terms of this Agreement. It may be filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or applications of the Agreement.
3. Grievances shall be settled in the following manner:
  - a. Step 1: The employee of the Union shall take up the grievance in writing with the Chief of Police within seven (7) calendar days of the date of the occurrence of the grievance or an employee's reasonable knowledge thereof. The grievance must contain a statement of the claim, including reference to applicable contract articles and the relief requested. The Chief must meet with the Union and render his decision in writing within seven (7) calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed
  - b. Step 2: If the grievance has not been settled at Step 1, it must be presented in writing by the aggrieved to the Town Administrator within seven (7) calendar days after receipt of the grievance response from the Chief. The Town Administrator shall meet with the Union and respond in writing within fifteen (15) calendar days of receipt unless it is mutually agreed by the participants that additional time to answer be allowed.
  - c. Step 3: If the grievance has not been settled at Step 2, it must be presented in writing by the aggrieved to the Board of Selectmen within seven (7) calendar days after receipt of the decision of the Town Administrator. The Board of Selectmen shall meet with the Union and respond in writing within fifteen (15) calendar days of receipt unless it is mutually agreed by the participants that additional time to answer be allowed.
  - d. Step 4: If the grievance has not been settled at Step 3, it may be submitted only by the union to the American Arbitration Association or the Labor Relations Connection in accordance with its then applicable rules and regulations.

Submission of a grievance to the American Arbitration Association or the Labor Relations Connection must be made within fifteen (15) days of the decision of the Board of Selectmen. It shall be the obligation of the arbitrator to make his/her best effort to rule on cases heard by him/her within fifteen (15) days after the hearing. The arbitration decision shall be final and binding. The time limits set forth above are maximum. Failure on the part of the aggrieved to process the grievance in accordance with these limits shall result in the waiver of said grievance.

- 1) The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. In the event that a case is appealed to an arbitrator and s/he finds s/he has no power to rule, the case shall be referred back to the parties without decision or recommendations on its merits.
- 2) The expense of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of the preparation and presentation of its own cause.

#### **ARTICLE 16. No Strike Clause**

1. The term "strike", whenever used in this Agreement, shall be deemed to include any strike, sit-down or any other work stoppage or concerted refusal to perform normal work duties on the part of an employee covered by this Agreement.
2. The Union agrees that there shall be no strike during the term of this Agreement.
3. It is understood and agreed that in the event of any strike on the part of any employee(s) during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon the request of the Town, notify in writing the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this paragraph to be sent by the Union to the employee involved in any such strike shall be given simultaneously by the Union to the Town.
4. In any event, the Town may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employees right of review under the contract and applicable laws.

## **ARTICLE 17. Savings Clause**

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event any such provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE 18. Effective Date and Duration of Agreement**

This agreement shall be effective July 1, 2022, and shall continue in force and effect until June 30, 2025.

This Agreement shall automatically renew itself from year to year thereafter unless either party hereto shall at least ninety (90) days prior to June 30, 2025, or at least ninety (90) prior to June 30<sup>th</sup> of any year thereafter, give to the other party notice in writing of its intentions to modify or terminate this Agreement. As soon as is reasonably practicable after receipt of such notice by either party, a conference shall be held between the Town and the Union officers for the purpose of such amendment or modification

If the contract expires while in negotiation, the terms of the contract remain in effect.

## **ARTICLE 19. Seniority**

For those officers hired before the 2016 revocation of civil service, seniority within the Millis Police Department shall commence from the date of appointment as a regular full-time member thereof and to be determined by the marks achieved by officers entering on the same day.

For those officers hired after the 2016 revocation of civil service, seniority within the Millis Police Department shall commence from the date of appointment as a regular full-time member thereof. Officers appointed on the same day will flip a coin to determine the senior officer.

Employees who are employed as a police officer for three years or more, who leave employment in the department for a period of three years or less, and then return to the department, shall receive credit for the time of their original employment in the department. Nothing stated herein shall affect the employee's date of seniority determined by the Human Resources Department.

Whenever a permanent vacancy occurs on a shift, the Chief of Police shall post in a conspicuous place within the Millis Police Station a notice of said vacancy. Such posting shall be for a period of five (5) days prior to the permanent filling of said vacancy. All officers who desire to fill said vacancy shall notify the Chief of Police in writing of his/her desire within the five (5) day period. A vacancy will be considered permanent after sixty (60) days.

The Chief shall determine the most senior qualified applicant who shall be selected to fill said position. In the event that the most senior applicant is not selected to fill said vacancy, then that officer shall be given specific notice in writing as to why/he was not selected. The Chief of Police shall not act arbitrarily in filling said vacancy



## **ARTICLE 20. Promotions**

### **Section 1: Policy**

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Town Administrator, subject to the approval of the Board of Selectmen, is the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, parental status, veteran status, age, union activity, religion, political affiliation, physical handicap or sexual preference.

### **Section 2: Procedures**

Promotions of sworn personnel are processed under the direction of the Town Administrator. His/her duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any companies or consultants contracted to participate in the promotion process;
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and
4. Maintaining copies of active promotion lists.

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Town Administrator.

Promotional materials shall be retained for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations, and other related materials.

### **Section 3: Notice of Promotional Exam**

The Chief, or his/her designee, shall advise all affected personnel of an upcoming promotional exam not less than 110 days in advance of the test date by:

1. Immediately posting the notice in a prominent place.
2. Forwarding the notice to supervisors to be read at roll call; and
3. Forwarding of an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the examination notice by email or first-class mail.

A reading list of textbooks will be made available to all personnel no less than 60 days prior to an exam. Questions on case law and statute law will not consider law changes occurring

fewer than 30 days prior to the exam.

**Section 4: Notice of Eligibility**

To be eligible for promotion to the rank of Sergeant the candidate must be a permanent member of this department with a minimum of two years of completed departmental service as a full-time Patrol Officer or Detective as of the test date.

**Section 5: Promotional Examinations**

Exams will be given when determined by the Chief of Police. An exam will be considered valid for all candidates who pass the exam with a score of seventy percent (70%) or higher. The exam shall be produced and graded as determined by the town.

For promotions to the rank of Sergeant, seniority points will be added to the exam score for years of sworn service as a Patrol Officer within the Millis Police Department will be granted according to the following schedule:

- 5 years of service – 3 additional points
- 6-8 years of service – 4 additional points
- 9 years of service and above – 5 additional points

Exams are valid for two (2) years following the exam unless otherwise agreed.

The candidates' test scores will not be published publicly and will be shared on an as needed basis with interviewers as deemed appropriate by the Town Administrator and otherwise provided as required by law. The Town Administrator will notify candidates of their scores within seven business days of the grades being certified.

**Section 6: Assessment Centers**

Assessment centers may be used as part of the promotional process to rank each candidate. The Town will consult with the union and determine the process for assessment centers and provide that to the Union in advance.

**Section 7: Candidate Interviews**

Oral board(s) approved by the Town Administrator will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board, nothing shall prevent the Appointing Authority from conducting an interview of the candidates.

**Section 8: Candidate Selection**

The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience.
2. Performance in his/her present position (including contributions to the department).
3. Score on promotional exam.

4. Results of Assessment Center.
5. Supervisory evaluation of the employee's promotion potential.
6. Sick Leave record.
7. Formal education.
8. Training and education through career development.
9. Disciplinary record of the employee.
10. Work ethic and initiative.

**Section 9: Final Selection**

The Town Administrator is the appointing authority and shall determine the final selection of a candidate for promotion subject to approval by the Board of Selectmen. There will be a promotional probationary period of one year for all new appointments. If an officer does not successfully complete the promotional probationary period, he/she shall be returned to the patrol officer position held by the officer at the time of his/her promotion and shall retain his/her civil service status in the patrol officer position. The Town Administrator's decision on the candidate to be selected shall be final and not subject to grievance or arbitration.

**ARTICLE 21. Clothing and Cleaning**

Each member of the Bargaining Unit shall be entitled to a combined clothing/supplies and cleaning allowance per fiscal year as follows:

Effective July 1, 2022:	\$2,000/year
-------------------------	--------------

Payment of the allowance shall be made by the Town on July 15.

Clothing and cleaning allowance may not be carried past June 30<sup>th</sup> of any given year.

**ARTICLE 22. Annual Shift Re-Bidding**

All shifts will be re-bid once per year. Posting will occur September 10<sup>th</sup>. The posting will end September 20<sup>th</sup>. Implementation will begin October 1<sup>st</sup>. Re-bidding will be on a seniority basis as defined in Article 19.

**ARTICLE 23. Issued Clothing and Equipment**

Articles of clothing and equipment issued to new officers hired during the terms of this Agreement:  
Clothing: Pants (two pair); hat (1); raincoat (1); shirts (2); nylon patrol jacket (1); U-Black Jump Boots (1 pair)

Uniform Parts and Equipment: Pistol Holster; Hat Badge; Service Collar and Insignia; Handcuffs and Holder; Velcro Pants Belt and Gun Belt; Breast Badge; Baton and Holder; Ammunition Pouch and Weapons Cleaning Kit.

**ARTICLE 24. Prisoner Transports**

1. The decision of how many officers or matrons are needed for the transport of a person in

custody shall be determined by the duty sergeant or shift supervisor. This decision will be made based on the information supplied or known by the duty sergeant or shift supervisor relative to the violent or combative behavior of an individual or any actions that would indicate that more than one officer would be necessary to transport the prisoner.

2. Prisoners who are assigned to clean and maintain the police facilities shall be transported by one officer.

#### **ARTICLE 25. Miscellaneous Provisions**

1. During the life of the contract the assigned prosecutor will be a member of the Norfolk County Prosecutors Association Membership dues will be paid by the Town. Meals may be vouchered. Said employee will attend monthly meetings on his own time.
2. No employee shall be subject to discipline or discharge except for just cause.
3. The Town shall release two delegates to the MCOP Convention if delegates do not attend the MPA Convention, subject to compliance with laws regarding the release of delegates to conventions.
4. Academy Reimbursement: Employees whose academy fee was deducted from their pay shall, by July 15th of the fiscal year following the completion of their fifth year of service to the Town, receive reimbursement for the full cost of the academy expended by the employee.
5. Employees eligible to work details in Framingham will be paid at the Framingham rate of \$43.00 per hour, 4 hour minimum. After four hours, paid for eight (8) hours. After eight hours, officers will be paid time and a half, in half hour increments. Details worked in Framingham for private utilities (NSTAR, Verizon, etc.) will be processed under the existing collective bargaining agreement.
6. All members of the bargaining unit shall maintain certification with the Massachusetts Peace Officer Standards and Training Commission as required by law.

#### **Sexual Harassment Policy:**

##### **Introduction**

It is the goal of Town of Millis to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will

not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because Town of Millis takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline for just cause or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

#### **Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (1) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (2) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### **Complaints of Sexual Harassment**

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting your direct supervisor or the Town Administrator, 900 Main St., Millis, MA 02054 508-376-7040. They are available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### **Sexual Harassment Investigation**

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. Employees may have union representation throughout this process.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

### **Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Any disciplinary actions shall be subject to the just cause provisions of the collective bargaining agreement.

### **State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC")  
The Massachusetts Commission Against Discrimination ("MCAD")

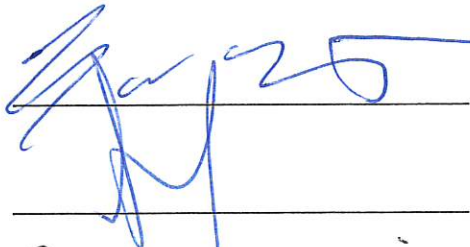
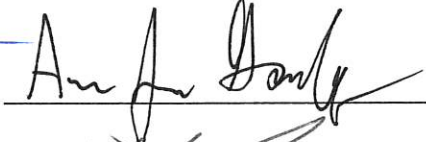



AGREEMENT

This Agreement is entered into this 28<sup>th</sup> day of March, 2022, between the Town of Millis (hereinafter referred to as the "Town") and the Massachusetts Coalition of Police, Local 171 (hereinafter referred to as the "Union"), having as its purpose the promotion of a harmonious relationship between the Town and the Union and 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.

For the Town:

For Millis Coalition of Police Local 171:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Erin Underhill  
\_\_\_\_\_