

**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 motor 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.

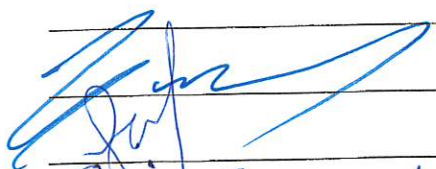
25.2 The Union and the Town agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of the contract and that the present 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.

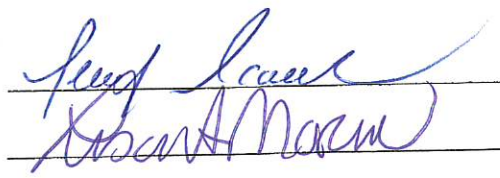
**ARTICLE 26  
DURATION**

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

  
Eric T. Underhill

  
Robert A. Moran

- **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										
2	300-330	Library Assistant Dept. Asst. Council on Aging Dept. Asst. DPW Dept. Asst. Executive Office Dept. Asst. Recreation	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.23	\$23.82	\$24.41	\$25.02
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	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37	\$24.98	\$25.60	\$26.24	\$26.90
4	400-495	Library Tech Coordinator Library Adult Services Coord Outreach Coordinator	\$23.15	\$23.72	\$24.31	\$24.92	\$25.54	\$26.18	\$26.84	\$27.51	\$28.20	\$28.90
5	500-575	Animal Control Officer Youth Services Librarian** Payroll Administrator Asst. Treas/Collector Benefits Coordinator (35 hrs/week) Energy Manager (21 hrs/week)	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15	\$28.85	\$29.57
6	580-605	Economic Develop. Director/Planner**(19 hrs/week) Deputy Town Clerk Public Health Nurse DPW Business Manager**(40 hrs/week)	\$28.41	\$29.12	\$29.85	\$30.60	\$31.36	\$32.15	\$32.95	\$33.78	\$34.62	\$35.48
7	610-650	Recreation Director (35 hrs/week)	\$34.10	\$34.95	\$35.82	\$36.72	\$37.64	\$38.58	\$39.54	\$40.53	\$41.54	\$42.58
8	over 650 (40 hrs/week)	Director of Public Health Building Commissioner IT Director Town Accountant Treasurer/Collector Principal Assessor	\$35.65	\$36.54	\$37.45	\$38.39	\$39.35	\$40.33	\$41.34	\$42.37	\$43.43	\$44.52
			\$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	\$20.44	\$20.95	\$21.47	\$22.01	\$22.56	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52
2	300-330	Library Assistant Dept. Asst. Council on Aging Dept. Asst. DPW Dept. Asst. Executive Office Dept. Asst. Recreation	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.86	\$25.48	\$26.11	\$26.77	\$27.44
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/Plan Board/CommPres Comm Principal Asst. Town Clerk Principal Asst. Treasurer/Collector Principal Asst. Water/Sewer Library Collections Manager	\$23.62	\$24.21	\$24.81	\$25.43	\$26.07	\$26.72	\$27.39	\$28.07	\$28.77	\$29.49
4	400-495	Library Tech Coordinator Library Adult Services Coord Outreach Coordinator	\$24.15	\$24.76	\$25.37	\$26.01	\$26.66	\$27.33	\$28.01	\$28.71	\$29.43	\$30.16
5	500-575	Animal Control Officer Youth Services Librarian** Payroll Administrator Asst. Treas/Collector Benefits Coordinator (35 hrs/week)	\$28.98	\$29.71	\$30.45	\$31.21	\$31.99	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19
6	580-605	Energy Manager (21 hrs/week) Economic Develop. Director/Planner** (19 hrs/week) Deputy Town Clerk Public Health Nurse DPW Business Manager** (40 hrs/week)	\$34.78	\$35.65	\$36.54	\$37.45	\$38.39	\$39.35	\$40.33	\$41.34	\$42.37	\$43.43
7	610-650	Recreation Director (35 hrs/week)	\$36.96	\$37.77	\$38.20	\$39.16	\$40.14	\$41.14	\$42.17	\$43.22	\$44.30	\$45.41
8	over 650 (40 hrs/week)	Director of Public Health Building Commissioner IT Director Town Accountant Treasurer/Collector Principal Assessor	\$45.45	\$46.59	\$47.75	\$48.95	\$50.17	\$51.42	\$52.71	\$54.03	\$55.38	\$56.75

\*\*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)										
	Hourly rate for Salary calculation										
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)										
	Hourly rate for Salary calculation										
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: \_\_\_ / \_\_\_ / \_\_\_