

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
MILTON PROFESSIONAL MANAGEMENT ASSOCIATION  
AND THE  
TOWN OF MILTON**

**JULY 1, 2022 – JUNE 30, 2025**

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## **ARTICLE 1** **RECOGNITION**

The Town of Milton recognizes the Milton Professional Management Association (hereinafter, "the Union" or "the Association") as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time management employees employed by the Town of Milton. The following Positions are members of the Association.

Administrative Assistant/DPW  
Animal Control Officer  
Chief Appraiser – Assessors\*\*  
Appraisal Technician-Assessor  
Assistant Town Planner  
Assistant DPW Director\*  
Assistant Town Engineer/Manager of Contracts\*  
Building Commissioner\*\*  
Business Manager/Civilian  
Local Inspector – Building  
Plumbing and Gas Inspector/Sealer of weights and Measures\*  
Wiring Inspector\*  
Cemetery Superintendent\*\*  
Council on Aging Director\*\*  
Council on Aging Outreach Coordinator  
Civil Engineer  
Civilian Emergency Dispatchers  
Code Enforcement Officer  
Health Agent\*\*  
Director of Information Technology\*\*  
Director of Parks & Recreation\*\*  
Environmental Coordinator  
Information Technology Assistant  
Health Director/Public Health Nurse\*\*  
Health Inspector  
HVAC Tech  
Lead Mechanic  
Licensed Facilities Tech  
Licensed Craftsman  
Water/Sewer Superintendent  
Police - Crime Analyst  
Youth Coordinator\*  
Youth Counselor \*  
Town Engineer\*\*  
Manager of Street/Traffic Lights and Maintenance  
GIS-CAD Operator/Draftsman  
Director of Planning and Community Development\*  
Operations Manager – Consolidated Facilities  
Electrician  
Recreation Manager  
Parks Manager  
Public Health Nurse  
Superintendent of Buildings & Grounds

\*denote one-year appointment    \*\* denote two year appointment

## **ARTICLE 2** **ASSOCIATION DUES AND FEES**

The employer shall deduct Association dues and initiation fees from the earned wages of employees in an amount determined by the Association, provided that no such deduction shall be made from any employee's wages except when authorized by the employee on an appropriate form, a copy of which must be submitted to the Treasurer.

The Association will indemnify, defend and hold the Town harmless against any claims made and against any suits instituted against the Town on account of payroll deduction of the Union dues or initiation fees. The association agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

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

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Town Administrator, Appointing Authority and Department Heads or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control Town Departments.

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

- (1) to determine the mission, budgets and policies of the Town;
- (2) to determine the organization of the Town Departments, the number of employees, the work functions, and the technology of performing them;
- (3) to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
- (4) to determine the methods, means and personnel by which the Departments' operations are to be carried out;
- (5) to manage and direct employees of the Departments;

- (6) to maintain and improve orderly procedures and the efficiency of operations;
- (7) to hire, promote, and assign employees;
- (8) for legitimate safety purposes, to transfer, temporarily reassign employees to other assignments or other duties;
- (9) to determine the equipment and technology to be used;
- (10) to determine the policies affecting the hiring, promotion, and retention of employees;
- (11) to establish qualifications for ability to perform work in classes and/or ratings, including physical and intellectual qualifications;
- (12) to decide to lay off employees in the event of lack of work or funds;
- (13) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- (14) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- (15) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- (16) to suspend, demote, discharge, or take other disciplinary action against employees;
- (17) to determine its internal security practices;
- (18) to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for Town purposes; and
- (19) to allocate monies appropriated by the Town for the operation of Town Departments, and to make such transfers of funds within the appropriated budget as it shall deem desirable.
  
- (20) to hire new bargaining unit employees at any step on the salary schedule as set forth in the contract.

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

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

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

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

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

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

#### **ARTICLE 4 GRIEVANCE PROCEDURE**

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

Step 1. The Union and/or the employee involved shall submit the grievance in writing to the Department Head, (or in the case the grievant is the Department Head, to the Assistant Town Administrator) within ten (10) working days, excluding holidays and weekends, after the Union and/or the employee knew or should have known of the occurrence or failure of occurrence upon which the grievance is based. In the event that the grievance affects a class of bargaining unit employees, the grievance shall so specify and shall be submitted and signed at Step 1 by a representative of the class.

Step 2. If the grievance has not been resolved within five (5) working days after its submission to the Department Head or the Assistant Town Administrator, it may be submitted to the Town Administrator in

writing within five (5) working days after the response of the Department Head or the date on which the answer is due. In the event that the grievance is filed by the Department Head it shall begin at Step 3.

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

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

- E. Time Limits: The time limits specified in the preceding paragraphs may be extended by written agreement of both parties. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Association of all rights under this Article, and failure to answer in a timely fashion will be deemed a denial by the Town, authorizing the Association to proceed to the next step.
- F. The Arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends adds to or detracts from this Agreement or which modifies or abridges the management rights prerogatives of the Town. Costs of arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the Town and the Association.
- G. Matters concerning the discipline or discharge of a probationary employee or the appointment or reappointment of an individual outlined in Article 1 shall not be subject to the grievance and arbitration provisions of this Article.
- H. An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task, but shall perform the same and then submit his/her protest as a grievance, unless the employee reasonably believes that his/her safety would be in jeopardy if he/she complied with the order.
- I. In retroactivity dispute neither may a settlement or adjustment by the Town nor may an Arbitrator's award be retroactive beyond the occurrence of the events giving rise to the instant grievance.
- J. An Arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedure set forth above. Failure on the part of the employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein, the grievance shall become waived.

## **ARTICLE 5 NON-DISCRIMINATION**

There shall be no discrimination by either party to this Agreement because of activity in a collective bargaining unit. The employer further agrees that there will be no discrimination against any member for his/her adherence to any provision in the collective bargaining agreement. The parties further agree to abide by the Affirmative Action Plan adopted by the Town of Milton from time to time.

## **ARTICLE 6 UNION REPRESENTATIVES**

A written list of the names (not to exceed four) of the Association stewards and Bargaining Committee shall be furnished to the Town Administrator and Department Head immediately after their designation and the Association shall notify the Town Administrator and Department Head of any changes.

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

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

## **ARTICLE 7 SENIORITY**

- A. Seniority within the Association shall commence from the date of appointment.
- B. Seniority shall not be broken by use of accumulated leave factors (e.g. vacation, sick time, personal days) or any military service. However, seniority shall not continue to accrue during any leaves of absence or period of suspension from work.
- C. In the event of any reduction in the workforce, layoffs shall be by bargaining unit seniority, by department and grade, with employees being laid off in reverse order of seniority. Employees who are laid off will have recall rights for eighteen (18) months from the date of their layoff. Laid off employees will be recalled in order of seniority, provided that they are qualified to fill the position. For the purpose of this Agreement, "qualified" shall mean that the employee possesses the necessary skills, education, and experience to successfully perform all of the duties outlined in the job description.

## **ARTICLE 8 APPOINTMENTS**

All appointed positions designated with one asterisk (\*) in Article 1 shall be for a one-year period. All appointed positions designated with two asterisks (\*\*) in Article 1 shall be for a two-year period. During the period of appointment, the individual may be removed for cause.

If an individual on a one or two year term is not reappointed on or before May 10<sup>th</sup>, said individual will be eligible to receive ninety (90) days' severance pay in accordance with Appendix A.

The Town's decision to not re-appoint an individual shall not be subject to the grievance or arbitration article of the parties' contract.

## **ARTICLE 9** **JOB POSTING AND BIDDING**

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

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

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

## **ARTICLE 10** **HOURS OF EMPLOYMENT**

The work week shall continue to be the hours of work as are presently in use. It is further agreed that leave time (of any sort) shall not consistently be used to shorten the work day. Work schedules shall not be changed, except for emergency situations, as determined by the Town Administrator or by mutual agreement between the parties.

The normal work day shall be seven and one-half (7.5) hours, except for Police Department civilian emergency dispatchers, who shall work forty (40) hours per week and each shift shall not be less than eight hours.

The Town reserves its right to require that essential employees be present at work for the purpose of snow removal and/or winter weather issues. 'Essential employees' shall be deemed to be the Assistant DPW Director,

Electrician, HVAC Technician, Lead Mechanic, Licensed Craftsman, Licensed Facilities Technician and Operations Manager for Consolidated Facilities.

Employees who are not otherwise eligible to earn overtime will be eligible to earn compensatory time up to eighty (80) hours (no up or down on the hours) over the course of a winter on an hour for hour basis for emergencies (includes snow removal and or winter weather issues). Any compensatory time earned must be used by June 30<sup>th</sup> of the year in which it was earned. After 80-hour limit on compensatory time is reached in the contract year, the eligible employee may earn up to 40 hours in overtime for said emergencies in the same contract year. This benefit shall apply only to those employees in Appendix B who are eligible for compensatory time and are listed as YES-Emergency only and are not eligible for overtime.

## **ARTICLE 11 MEALS**

All employees shall be granted a one hour unpaid meal period during each work shift, except that any work shift that is ten (10) hours or more in duration shall include two (2) one-hour unpaid meal periods. The unpaid lunch period shall begin no earlier than 12:00 noon and end no later than 2:30 p.m., unless authorized by the Department Head or Town Administrator and this language shall not be used to shorten the workday.

## **ARTICLE 12 OVERTIME**

It is the intent of the parties that their mutually understood practice concerning the use of overtime and/or compensatory time prior to the Town's recognition of the Professional Management Association shall continue on the same terms and conditions until such time as the parties mutually agree in writing to a different agreement. Based on this practice, those bargaining unit members who were previously eligible for overtime and/or compensatory time shall continue to be so eligible. Those bargaining unit members who were not eligible for overtime and/or compensatory time prior to the Town recognizing the Professional Management Association shall not become eligible for overtime and/or compensatory time as a result of this agreement. Appendix "B" is a list of positions that are eligible for overtime and/or compensatory time.

This paragraph shall apply only to those employees who are eligible for overtime and/or compensatory time. Employees covered by the Agreement who are eligible for overtime shall be paid at a rate of 1.5 times their regular rate of pay for work in excess of 40 hours in one work week. Hours worked for the purpose of computing overtime shall include only hours actually worked in the week preceding the overtime hours and shall not include sick time. All eligible employees asked to work on a holiday shall be given the regular rate of pay plus time and one-half. All work performed on Sundays or Christmas shall be two times the regular rate, except for civilian dispatchers (Article 32). Eligible employees may choose to take compensatory time in lieu of overtime pay, in accordance with the U. S. Department of Labor, Federal Fair Labor Standards Act, herein referred to as FFLSA. Compensatory time must be used prior to the end of the fiscal year in which it is earned. Employees who are eligible for compensatory time shall not be allowed to carry over any unused compensatory time into the next fiscal year without the prior advance approval of the Town Administrator or Department Head.

- A. Eligible employees called in to work for emergencies (including but not limited to: fire, storm, natural disaster, terrorist attack) after the employee has left work at the end of a normal working day shall be paid a minimum of four hours at the applicable overtime rate. This language shall apply to the

following positions only: plumbing and gas inspector; wiring inspector; public health nurse; IT assistant, local inspector and, health inspector.

B. All overtime must be approved by the Department Head or Town Administrator in advance.

## **ARTICLE 13** **SICK LEAVE**

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

Years of Service	Leave
From 6 months through 5 years	1 day per month
After five years	1 ½ days per month

Effective July 1, 2014 for employees hired on or after this date sick leave shall accrue based on the following schedule:

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

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

Effective July 1, 2023 sick leave shall accrue based on the following schedule:

Years of Service	Leave
From 6 months through 5 years	9 days per fiscal year
After 5 years	12 days per fiscal year

Sick days for employees hired on or after July 1, 2014 shall not accrue more than seventy-five (75) days.

Paid sick leave may accumulate from year to year; provided, however that any use of paid sick leave in excess of five days requires a doctor's note and shall be subject to review by the Town. A physician's certificate of illness, if deemed necessary by the Department Head or Town Administrator, may be required.

Employees shall be permitted to use five (5) days per year of their sick leave allowance for the care of an immediate family member. Notification of and the reason for absence shall be given by the employee as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head or Town Administrator, whoever is the immediate supervisor, be applied to absence without pay.

New employees who have not accrued sick leave credits and who are absent from work will have those hours deducted from that week's pay. In addition, bargaining unit members who are excessively absent, which shall be defined as ten (10) or more absences in a fiscal year or displaying an unusual pattern of absences including absences prior to or following a holiday, weekend, or leave, may be required to provide medical documentation from a licensed and practicing physician which documents their absence.

If any employee is injured in the course of his/her employment and received workmen's compensation benefits, he/she shall be entitled to make up the difference between workmen's compensation benefits and their regular week's pay by the use of any accumulated sick leave to which the employee may be entitled. The Town will be responsible for the difference between the workmen's compensation amount and their regular week's pay. In the event that the public health nurse or the health agent contract a disease during the performance of their duties and are subject to state or federal quarantine, the public health nurse or the health agent shall be eligible to receive their full pay without deduction for sick leave, for the duration of the quarantine period.

Effective July 1, 2016, new bargaining unit members will accrue sick leave starting with the first day of their first full month of work for the Town, consistent with the schedule set forth in this article, but shall not be eligible to use any sick leave until they have completed six (6) months of employment.

## **ARTICLE 14** **ACCUMULATED SICK LEAVE PLAN (BUY BACK)**

Employees who have had 10 or more consecutive years and who are laid off, resign, die or retire under Chapter 32 of the General Laws of Massachusetts because of disability or superannuation shall be eligible for compensation for unused sick leave.

Eligible full time employees shall receive \$55.00 per each day of sick leave accumulated in excess of 35 days, with no maximum, upon their resignation, death, retirement or lay-off.

Regular part time employees shall be compensated on a proportionate basis for each day of sick leave accumulated in excess of 35 days, with no maximum.

For budgetary purposes, eligible employees who plan to voluntarily retire must give their Department Head, Appointing Authority or Town Administrator written notice no later than December 31 of the fiscal year preceding retirement. Any employee who does not give timely notice, as set forth in this paragraph, may need to wait until the following fiscal year to receive compensation.

In the event that a current employee dies after having satisfied the eligibility requirements set forth (i.e., 10 years of full time employment with the Town and accumulated sick leave in excess of 35 days) the deceased employee's spouse or estate, if any, shall be entitled to buy back any excess accumulated sick days of the deceased employee according to the above referred formula.

Effective July 1, 2014, new employees to the Town shall not be eligible for sick leave buyback.

#### Sick Leave Bank

A sick leave bank shall be created and jointly administered by four (4) individuals, two (2) members appointed by the Union and two (2) members designated by the Town Administrator. It is understood and agreed that the intent of the parties in creating the Sick Leave Bank Committee (hereinafter "SLBC") is to remove all matters pertaining to the Sick Leave Bank from the grievance and arbitration procedure. Therefore, all decisions as to eligibility, contract interpretations or rules and regulations the SLBC might make in administering the bank shall be final and binding and shall not be subject to the grievance and arbitration procedure. Decisions shall be made by the majority vote of the members of the SLBC.

Section 1-Membership-to be eligible for the Bank Days, members of the bargaining unit must present their request to the SLBC. The decision of the SLBC shall be conclusive on the question of eligibility. No Sick leave Bank Days shall be granted until an employee has exhausted all but ten (10) Sick days.

Each employee who desires membership in the Bank shall donate initially one (1) day from his/her accrued sick leave accumulation. Employees must make an initial donation within thirty (30) calendar days after the effective date of this agreement. Failure to make the initial donation within the time limits set forth above shall disqualify an employee from obtaining membership until the next contract year (July 1) when membership may again be sought in accordance with the procedure set forth above.

A. Each bargaining unit member will make an initial contribution of one (1) day and no further contribution shall be required until the Sick Leave Bank balance is less than 33 days, at which time each bargaining unit member will again be required to contribute one (1) day.

Section 2-Benefits-Members of the bank shall be eligible to withdraw days from the bank in accordance with the following provisions:

- A. For the purpose of this agreement a "prolonged illness" shall mean an illness of five (5) or more consecutive regularly scheduled working days. Grants of sick leave from the Bank shall not be made to any member on account of any elective surgery, or the illness of any member of the participants family, or during any period the member is receiving disability benefits from Social Security.
- B. Members whose sick leave accumulation falls below fifteen (15) after they are admitted to the bank, where usage of sick leave was not the result of prolonged illness, shall have their membership status reviewed by the committee. The committee may suspend a member from the bank if it deems such action to be in the best interest of the bank.

Section 3-Administration -The SLBC shall publish such rules and regulations which it may make from time to time , including but not necessarily limited to doctor's certificates and maximum withdrawals per prolonged illness, etc. any such rules and regulations shall supplement the provisions set forth above and shall not be within the purview of the grievance and arbitration procedure.

All applications must be accompanied by a statement on a medical Certificate form certifying that the leave is medically required by the specified illness or disability. Such form must be signed by the treating physician.

Allotments shall be granted up to a maximum of thirty (30) day increments, subject to a review for extensions. The parties agree that the foregoing is not a guarantee that a request will be granted for 30 days. In no event shall the SLBC grant an individual Employee more than (90) days from the sick bank over the course of the individual employees work career in Milton.

The total amount of sick leave days on deposit shall be at the sole control of the SLBC.

### **ARTICLE 15 BEREAVEMENT LEAVE**

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

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

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

### **ARTICLE 16 PAY OUT OF GRADE**

At the beginning of the third week, whenever an employee covered by the provisions of this Agreement, who is not a senior employee, performs the duties of a senior employee in his/her department, said employee shall receive an additional \$250.00 per week for out-of-grade pay. Out-of-grade pay shall not apply for coverage duties due to vacation and it shall not apply to the first two weeks that the employee performs the duties of a senior employee in his/her department.

### **ARTICLE 17 BULLETIN BOARD**

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

## **ARTICLE 18 LONGEVITY**

Employees covered by this Agreement who have been in continuous service for five years or more shall receive special compensation as follows: \$250.00 after five years of service and \$40.00 for each additional year with no maximum. The employee's initial date of hire shall be used for computing length of service. Longevity payments shall be payable on the anniversary date of employment. For a regular part-time employee, the applicable payment shall be pro-rated to reflect the proportion of his/her average hours per week over the course of a month to 37.5 hours per week.

Effective July 1, 2014, employees hired on or after this date shall not be eligible to receive more than five hundred dollars (\$500.00) annually in longevity.

## **ARTICLE 19 PERSONAL LEAVE**

Effective July each bargaining unit member shall be entitled to two (2) personal days. In addition, each bargaining unit member hired before July 1, 2014 may earn one (1) additional personal day for each quarter of the fiscal year for perfect attendance in the quarter up to a maximum of four (4) personal days per fiscal year. All personal days must be taken as whole days. Personal days must be used in the year in which they are awarded and may not be carried over to the next fiscal year. The sole exception to this rule shall be in the case of a personal day earned in the last quarter of the fiscal year which must be used in the subsequent fiscal year.

Permanent part time employees shall receive pro-rated personal days in accordance with the rate that their hours of work bear to the full time work week.

Effective July 1, 2014, new employees, hired on or after this date, shall be eligible for three (3) personal days per contract year. Employees in their first year of employment only who begin employment after July 1st shall have their personal days pro-rated to the nearest half day. All personal days must be taken as whole days. Unused personal days for new employees may not be carried over from one contract year to the next.

## **ARTICLE 20 COURT TIME**

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

## **ARTICLE 21 SAFETY**

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

## **ARTICLE 22 HOLIDAYS**

A. The following paid holidays shall be granted to all full time employees:

New Year's Day	Martin Luther King Day
Presidents Birthday	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Juneteenth
Thanksgiving Day	
Day after Thanksgiving	
Christmas	
½ Day before Christmas	

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

C. Should employees be required to work on any paid holiday, a compensatory day of leave or overtime shall be granted with the prior approval of the employee's Appointing Authority or the Town Administrator.

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

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

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

G. If an employee calls in sick either the work day before or the work day after a holiday, that employee is not eligible for holiday pay. However, the employee may use a sick day to maintain compensation for the holiday. The Town Administrator has the authority to waive this section.

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

## **ARTICLE 23 VACATION LEAVE**

Section 1 – Effective July 1, 2020 in each fiscal year, employees shall be granted vacations in accordance with the following periods on a proportionate basis. All vacation time shall be computed as of July 1<sup>st</sup> of each year. When an anniversary date occurs during the fiscal year, the additional day will be available as of July 1<sup>st</sup> of that same fiscal year. Vacation time is granted for the purpose of being used during the fiscal year, however if

extenuating circumstances present, the remaining time may be carried over from one fiscal year to the next if approved by the employee's Appointing Authority or the Town Administrator. All permanent full time employees shall be granted vacation leave without loss of pay on an annual basis in accordance with the following schedule:

Length of Employment Attained On July 1	Vacation Entitlement
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years to 14 years	20 days
15 years to 20 years	23 days
Beginning with the 21 <sup>st</sup> year	25 days

Employees with less than one (1) year's service shall receive one (1) day's vacation for each month of employment not to exceed ten (10) days vacation for the first twelve (12) months.

Section 2 – Vacation leave granted upon date of hire by Town Administrator is not grievable and not subject to the grievance procedure.

Section 3 - Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation which is unused. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiaries.

Section 4 - Seniority shall prevail in the choice of the first two weeks of vacation time.

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

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

Permanent employees who have agreements in excess of the preceding schedule shall be allowed to maintain those agreements. However, at such time as the employee reaches the vacation benefit in excess of the agreement made when hired the schedule in Section 1 prevails.

Employees have the option to carry over up to five (5) vacation days into the next contract year. The ability to carry over accrued but unused vacation days shall be pro-rated for part-time employees.

## **ARTICLE 24** **GROUP INSURANCE**

- A.** Employees shall pay twenty four (24%) towards the premium cost of health maintenance organization insurance coverage.
- B.** Effective January 1, 2020, employees shall pay twenty four percent (24%) towards the cost of the health maintenance organization insurance coverage.
- C.** Effective January 1, 2020, copayments shall be increased to the following amounts:

Physician office visits	\$25
Three tiered retail prescriptions	\$10/\$30/\$50
Three tiered mail order prescriptions	\$20/60/\$100
Emergency room (waived if admitted)	\$100, after deductible

A deductible will be charged per plan year, \$400 Individual \$800 Family.

The Town agrees to reimburse subscribers through an Health Reimbursement Arrangement Account (HRA) for a portion of their health insurance deductibles as follows:

- a.** Plan subscribers shall be reimbursed up to 25% of their deductible incurred between January 1, 2020 through June 30, 2020; and
- b.** Plan subscribers shall be reimbursed up to 50% of their deductible incurred between July 1, 2020 through June 30, 2021.

- D.** No other plan design changes will be made for the period January 1, 2020 through and including June 30, 2022.
- E.** Effective January 1, 2012, The Town shall retain a third party administrator to administer a Section 125 Flexible Spending Plan for active employees. The two accounts that shall be included in the Section 125 Plan shall be a Dependent Care Account (DECAP) and a Medical Care Account (MEDCAP). The Town shall be responsible for paying any one-time set up costs associated with implementing the Section 125 Plan. The Town shall pay any administrative fees for subscribers who opt into the Plan. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. Effective July 1, 2012, a debit card will be made available to participants in the MEDCAP Account. The cost of the debit card will be paid by the Town.
- F.** In the event that the Town offers a Preferred Provider Organization (“PPO”) plan in the future, employees shall contribute twenty percent (20%) towards the cost of the health insurance premiums.
- G.** The employee contribution rate for the VIP 2000 and Medex 3 plans will remain at fifty percent (50%) of the cost of the health insurance premiums.

**H.** In the event that the Town enters the Group Insurance Commission (GIC), the amount that employees will be required to contribute towards the GIC plans shall be as follows:

HMO	15%
PPO	15%
Indemnity	50%

## **ARTICLE 25** **LEAVE OF ABSENCE**

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

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

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

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

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

## **ARTICLE 26 PARENTAL LEAVE**

(a) An employee who has been employed for three consecutive months as a full-time employee and who has given at least two (2) weeks' notice of their anticipated date of departure and intention of return shall be absent from employment for a period not exceeding twelve (12) weeks unpaid.

(b) Any employee taking such a parental or adoptive leave, upon the termination of such leave, shall be restored to their previous position or similar position, with the same status, pay and seniority that she/he would have had, had she/he not taken leave.

(c) Bargaining unit members may utilize accrued sick leave during the period of time during which they are taking parental leave pursuant to Massachusetts General Law Chapter 149, Section 105D, upon receipt by the Town Administrator of an appropriate medical diagnosis that the bargaining unit member is disabled. The Association acknowledges that the Association and the Town are subject to the provisions of the FMLA and that the FMLA shall not increase or decrease the length of leave available to eligible employees under this section.

## **ARTICLE 27 MILITARY DUTY**

An employee called for an annual tour of duty with the military forces shall be paid an amount equal to the difference between compensation for a normal working period of two weeks and the amount paid for such military service, exclusive of any travel allowance. This temporary military duty shall in no way affect the regular vacation time earned by the employee.

## **ARTICLE 28 OTHER LEAVE**

Employees shall be allowed three (3) hours without loss of pay for the purpose of making a blood donation. The employee is required to submit documentation.

## **ARTICLE 29 PROFESSIONAL AND AFFILIATION EXPENSE**

The Town will pay for licenses or certification courses and exams that the employee is required to have to maintain the position.

The Town will pay membership dues in the respective job related associations of the employee, subject to the approval of the Department Head or Town Administrator.

The Town will pay up to five hundred dollars (\$500.00) per fiscal year for one individual within the bargaining unit who possesses and uses an A/B underground storage (UST) license on behalf of the Town.

## **ARTICLE 30** **EDUCATION BENEFITS**

The Town will reimburse bargaining unit members for tuition for courses or seminars taken by bargaining unit members. The Town's obligation shall be conditioned on the following:

- (a) The course or seminar has been pre-approved by the Town Administrator.
- (b) The employee successfully completes the course or seminar. Successful completion shall be defined as a grade of "B" or better. If the course is a pass/fail course a grade of "pass".
- (c) The Town can reimburse totally or partially; however, reimbursement not to exceed \$1,000.00 per individual per fiscal year. Effective July 2023, reimbursement not to exceed \$1,500.00 per individual per fiscal year.
- (d) The total expenditure by the Town in any fiscal year shall not be more than six (6) thousand dollars (\$6,000.00).
- (e) The bargaining unit member shall have notified the Town Administrator prior to August 1<sup>st</sup> of the unit members desire to participate in the course or seminar. Under special circumstances the August 1<sup>st</sup> date can be waived by the Town Administrator.
- (f) Beginning May 1<sup>st</sup> of each contract year, bargaining unit members may apply for up to an additional \$1,000.00 for reimbursement for a second course, if monies are available and unused from the annual \$5,000.00 amount. Decisions on reimbursement for a second course shall not be subject to the parties grievance and arbitration procedure.

## **ARTICLE 31** **STORM CLOSING**

In the event that Town offices where bargaining unit members work close during the course of a business day due to inclement weather conditions or other emergency condition, bargaining unit members who are at work that day shall nevertheless receive a full day's pay for the day. In the event that a bargaining unit member is unable to get to work due to inclement weather during a day in which Town offices are open for business, the employee must use a vacation or personal day to be compensated for that day. In the event that Town offices where bargaining unit employee's work do not open due to inclement weather or other emergency condition, employees shall nevertheless be paid for the day. The Town will notify the dispatchers at the police station when the Town offices are closed due to inclement weather conditions or other emergency conditions, and employees may ascertain whether or not Town offices are closed by contacting the dispatchers by telephone. Decisions about whether to open or close Town offices shall not be subject to the grievance and arbitration provisions of this contract. In the event the Town Hall closes early due to inclement weather the Selectmen's Office will be responsible for notifying all departments.

## **ARTICLE 32** **POLICE DISPATCHERS**

In consideration of the difference of duties and work schedules of the Police Dispatchers, the following provisions are deemed necessary.

### **A. Special Leave**

Substitutions. Each dispatcher may be granted special leave with pay for a day on which the employee is able to secure another employee to work in his or her place. Said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave shall be allowed provided:

- (1) Such substitution is within similar rank (i.e. Cadets).
- (2) The Chief or his representative shall approve all substitutions at least one day in advance of it becoming effective, except in the case of an emergency, notification may be made on a shorter term.
- (3) Neither the Town nor the Department is held responsible for enforcing any agreements between employees, nor can the Town or Department take disciplinary action relative to an agreement between employees.

### **B. Overtime**

- (1) All overtime shall be paid at time and one half rate for all hours in excess of eight hours per day or forty hours per week. In computing the amount of overtime, if any, it shall be rounded up to the nearest half hour.
- (2) Dispatchers required to work on their day off shall be paid at a time and one half rate.
- (3) Dispatchers who are required to return to duty shall be paid at a time and one half rate. When dispatchers are recalled as such, they shall be paid not less than four (4) hours pay at the rate of time and one half. This minimum recall of four (4) hours shall not apply if employees voluntarily agree to report to work less than four (4) hours before commencement of the regular shift.
- (4) It is understood and agreed following the return to duty from sick or injured leave, no dispatcher shall work overtime until the expiration of eight (8) calendar days, except by special permission of the Chief or his designee. This restriction from overtime will be waived upon inpatient hospitalization satisfactorily documented to the Chief.

In the event an overtime shift is required and no eligible dispatcher or cadet accepts said overtime, the department will prior to offering overtime to a sworn office ask a dispatcher who has been on the sick list for more than four (4) days.

- (5) The lieutenant in charge of the dispatchers shall keep track of their sick, vacation, and compensation time. Such tallies will be reconciled at the monthly shift commander meetings and at the end of the calendar year.

### C. Holidays

Whether worked or not dispatchers shall be paid twelve and a half (12½) holidays at the rate of straight time pay. The Holidays as listed below:

New Year's Day	Martin Luther King Day
Presidents Birthday	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Christmas
Thanksgiving Day	½ Day before Christmas
Day after Thanksgiving	Juneteenth

## **ARTICLE 33 RECLASSIFICATION**

During FY14, up to five (5) bargaining unit members who want their positions considered for reclassification must submit to the Association, who will submit to the Town Administrator by no later than September 1 of the year preceding the fiscal year in which any reclassification would become effective. Such written application shall include all of the reasons that the employee believes that the classification of the position is no longer valid. In all subsequent fiscal years (i.e., after FY14), up to three (3) bargaining unit members may submit an application for reclassification following the procedural requirements set forth above. All such applications will be submitted to a qualified and objective third party selected by the Town, in consultation with the Association, to evaluate their merit. The cost of performing the reclassifications shall be shared equally between the Town and the Association. The Town, the Association and the affected bargaining unit members agree to be bound by the recommendation of the third party advisor. An employee whose existing base salary exceeds the salary range for his/her position's grade following a reclassification shall remain at that base salary compensation until such time as the salary range for his/her position is adjusted to exceed that base salary. Once a bargaining unit member has applied for a reclassification, regardless of the outcome of that decision, the member may not reapply to have his/her position reclassified for three (3) years. If a bargaining unit position has been reclassified, the holder of the position will move up one (1) step and across two (2) at the time of the reclassification.

## **ARTICLE 34 WAGE AND CLASSIFICATION PLAN**

A. Effective July 1, 2022, increase wages (all steps and levels) by two (2) percent (2%) as reflected in the attached hourly and weekly wage scale. Effective July 1, 2023, increase wages (all steps and levels) by two (2) percent (2%). After the application of the percentage increase, add an additional one-half (0.5) percent (0.5%) increase to Step 6. Effective July 1, 2024, increase wages (all steps and levels) by two (2) percent (2%). After the application of the percentage increase, add an additional one-half (0.5) percent (0.5%) to Step 8. See wage schedule attached hereto as Appendix A. Employees must reach their 20<sup>th</sup> year of employment with the Town of Milton on or before July 1<sup>st</sup> in order to be eligible for the 1% step in any fiscal year.

## **ARTICLE 35 DURATION**

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

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

## **ARTICLE 36 MISCELLANEOUS PROVISIONS**

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

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

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

D. An employee required to use his/her own vehicle specifically for Town business shall be reimbursed at the applicable rate established by the I.R.S. and in effect at the time of such vehicle use, provided, however, the travel must be specifically authorized by the Department Head and only if no Town vehicle is available for the traveler. Moreover, the Town specifically will not reimburse employees for commuting between their homes and work.

E. Bargaining unit members upon written request have a right to review the contents of their personnel file.

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

- (i) the employee's performance meets satisfactory standards and the individual will be retained in the position; or
- (ii) the employee is to be removed from the position.

Any employee who is promoted or transferred and is removed from his/her new position under subsection (ii) above, or is displaced as the result of another employee's removal under subsection (ii) above, shall have the right to bump back into the position he/she held immediately prior to his/her promotion or transfer. This bumping may not be subject to the grievance and arbitration procedures.

G. The Bargaining unit members identified in Appendix D shall be eligible to receive an annual clothing allowance of Two hundred fifty dollars (\$250.00)

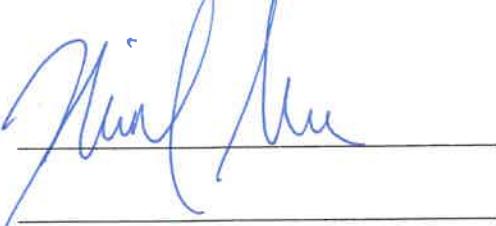
### **ARTICLE 37 SEVERABILITY CLAUSE**

Should any provisions of the Agreement be found to be in violation of and Federal or State Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE 38 PERFORMANCE REVIEW**

Employees will be subject to annual Performance Review by their employer. For the purposes of this section, the employer is the Select board, acting through its Town Administrator and Department Heads, or other elected or appointed boards or officials who act as their own Appointing Authority. Completed Performance Reviews must be submitted to the Town Administrator by June 1<sup>st</sup>. The reviews must be signed by the Department Head or other official who wrote the review and shall be presented to each employee in a meeting with such Department Head or official. The employee shall sign the review solely for the purpose of indicating that she/he has received a copy of the document. An employee's signature shall not indicate his/her agreement with the content of the review. A copy of the Administrative and Professional Performance Appraisal is attached to this agreement as Appendix C.

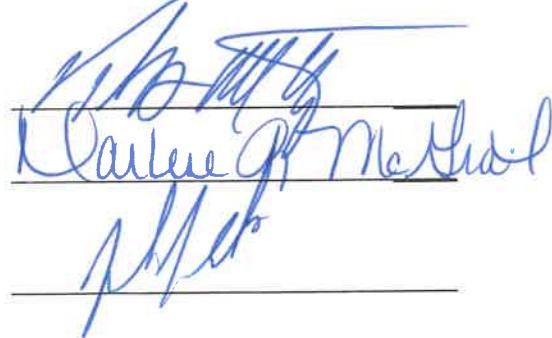
BY THE TOWN OF MILTON



A handwritten signature in blue ink, appearing to read "Milton", is placed over a horizontal line.

3/6/2024  
DATE

FOR THE MILTON PROFESSIONAL  
MANAGEMENT ASSOCIATION:



A handwritten signature in blue ink, appearing to read "Milton Professional Management Association", is placed over a horizontal line.

APPENDIX A									
Bi-Weekly Salary Sheet									
<b>FY23 - Effective 7/1/22</b>									
<b>General - Hourly</b>									
2%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
Dispatch	\$ 16,7380	\$ 17,4776	\$ 18,1843	\$ 18,8797					
2	\$ 21,5779	\$ 22,2854	\$ 23,0345	\$ 23,7835	\$ 24,5430	\$ 25,3858	\$ 26,2909	\$ 26,6759	\$ 26,9464
3	\$ 23,2217	\$ 24,0124	\$ 24,8239	\$ 25,6355	\$ 26,4574	\$ 27,3417	\$ 28,2573	\$ 28,6734	\$ 28,9647
4	\$ 25,6459	\$ 26,4678	\$ 27,3521	\$ 28,2365	\$ 29,1728	\$ 30,1404	\$ 31,2016	\$ 31,6594	\$ 31,9715
5	\$ 27,4353	\$ 28,2989	\$ 29,2352	\$ 30,2444	\$ 31,2224	\$ 32,2628	\$ 33,4176	\$ 33,9066	\$ 34,2500
<b>Administrative - Professional</b>									
2%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
6	\$ 2,275,6461	\$ 2,354,1201	\$ 2,435,3237	\$ 2,519,3290	\$ 2,606,2844	\$ 2,696,1262	\$ 2,789,1518	\$ 2,886,7405	\$ 2,915,6053
7	\$ 2,436,0342	\$ 2,520,1402	\$ 2,607,0811	\$ 2,697,0313	\$ 2,790,0338	\$ 2,886,3053	\$ 3,045,6178	\$ 3,136,9966	\$ 3,168,3655
8	\$ 2,777,1085	\$ 2,872,9265	\$ 2,971,9691	\$ 3,074,5837	\$ 3,180,7053	\$ 3,290,3340	\$ 3,471,9605	\$ 3,576,1178	\$ 3,611,8812
9	\$ 3,056,1542	\$ 3,161,6545	\$ 3,270,7420	\$ 3,383,5314	\$ 3,500,3042	\$ 3,621,0819	\$ 3,820,8556	\$ 3,935,4852	\$ 3,956,1210
10	\$ 3,329,7898	\$ 3,444,7322	\$ 3,563,4965	\$ 3,686,4608	\$ 3,813,6683	\$ 3,945,2055	\$ 4,162,9691	\$ 4,287,8601	\$ 4,330,7462
11	\$ 3,596,1634	\$ 3,720,2111	\$ 3,848,6092	\$ 3,981,3804	\$ 4,118,7193	\$ 4,260,8426	\$ 4,495,9469	\$ 4,630,8181	\$ 4,677,1182
12	\$ 3,847,9298	\$ 3,980,6659	\$ 4,118,0266	\$ 4,260,0850	\$ 4,407,0576	\$ 4,559,0527	\$ 4,810,6965	\$ 4,955,0281	\$ 5,004,5819
13	\$ 4,117,2373	\$ 4,259,3056	\$ 4,406,2782	\$ 4,558,3167	\$ 4,715,5508	\$ 4,878,2620	\$ 5,147,4628	\$ 5,301,8610	\$ 5,354,8784
14	\$ 4,405,4906	\$ 4,557,4508	\$ 4,714,7282	\$ 4,877,3528	\$ 5,045,6060	\$ 5,219,7477	\$ 5,507,7828	\$ 5,673,0053	\$ 5,729,7465
<b>FY24 - Effective 7/1/23</b>									
<b>General - Hourly</b>									
0.5%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
Dispatch	\$ 17,0728	\$ 17,8272	\$ 18,5480	\$ 19,2573					
2	\$ 22,0095	\$ 22,7311	\$ 23,4952	\$ 24,2592	\$ 25,0339	\$ 26,0229	\$ 26,8167	\$ 27,2094	\$ 27,4853
3	\$ 23,6861	\$ 24,4926	\$ 25,3204	\$ 26,1482	\$ 26,9865	\$ 28,0280	\$ 28,8224	\$ 29,2469	\$ 29,5440
4	\$ 26,1588	\$ 26,9972	\$ 27,8991	\$ 28,8012	\$ 29,7563	\$ 30,8969	\$ 31,8256	\$ 32,2926	\$ 32,6109
5	\$ 27,9840	\$ 28,8649	\$ 29,8199	\$ 30,8493	\$ 31,8468	\$ 33,0726	\$ 34,0860	\$ 34,5847	\$ 34,9350
<b>Administrative - Professional</b>									
0.5%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
6	\$ 2,321,1590	\$ 2,401,2025	\$ 2,484,0302	\$ 2,569,7156	\$ 2,658,4101	\$ 2,763,7990	\$ 2,844,9348	\$ 2,944,4753	\$ 2,973,9174
7	\$ 2,484,7549	\$ 2,570,5430	\$ 2,659,2227	\$ 2,750,9719	\$ 2,845,8345	\$ 2,958,7516	\$ 3,106,5302	\$ 3,199,7365	\$ 3,231,7328
8	\$ 2,832,6507	\$ 2,930,3850	\$ 3,031,4085	\$ 3,136,0754	\$ 3,244,3194	\$ 3,372,9213	\$ 3,541,3997	\$ 3,647,6402	\$ 3,684,1188
9	\$ 3,117,2773	\$ 3,224,8876	\$ 3,336,1568	\$ 3,451,2020	\$ 3,570,3103	\$ 3,711,9711	\$ 3,897,2727	\$ 4,014,1949	\$ 4,035,2434
10	\$ 3,396,3856	\$ 3,513,6268	\$ 3,634,7664	\$ 3,760,1900	\$ 3,889,9417	\$ 4,044,2301	\$ 4,246,2285	\$ 4,373,6173	\$ 4,417,3611
11	\$ 3,668,0867	\$ 3,794,6153	\$ 3,925,5814	\$ 4,061,0080	\$ 4,201,0937	\$ 4,367,7898	\$ 4,585,8658	\$ 4,723,4345	\$ 4,770,6606
12	\$ 3,924,8884	\$ 4,060,2792	\$ 4,200,3871	\$ 4,345,2867	\$ 4,495,1988	\$ 4,673,4849	\$ 4,906,9104	\$ 5,054,1287	\$ 5,104,6735
13	\$ 4,199,5821	\$ 4,344,4917	\$ 4,494,4038	\$ 4,649,4830	\$ 4,809,8618	\$ 5,000,7064	\$ 5,250,4121	\$ 5,407,8982	\$ 5,461,9760
14	\$ 4,493,6004	\$ 4,648,5998	\$ 4,809,0228	\$ 4,974,8999	\$ 5,146,5181	\$ 5,350,7634	\$ 5,617,9385	\$ 5,786,4654	\$ 5,844,3414
<b>FY25 - Effective 7/1/24</b>									
<b>General - Hourly</b>									
0.5%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
Dispatch	\$ 17,4143	\$ 18,1837	\$ 18,9190	\$ 19,6424					
2	\$ 22,4497	\$ 23,1857	\$ 23,9651	\$ 24,7444	\$ 25,5346	\$ 26,5434	\$ 27,3530	\$ 27,8923	\$ 28,0350
3	\$ 24,1598	\$ 24,9825	\$ 25,8268	\$ 26,6712	\$ 27,5262	\$ 28,5886	\$ 29,3988	\$ 29,9810	\$ 30,1349
4	\$ 26,6820	\$ 27,5371	\$ 28,4571	\$ 29,3772	\$ 30,3514	\$ 31,5148	\$ 32,4621	\$ 33,1031	\$ 33,2631
5	\$ 28,5437	\$ 29,4422	\$ 30,4163	\$ 31,4663	\$ 32,4837	\$ 33,7341	\$ 34,7677	\$ 35,4528	\$ 35,6337
<b>Administrative - Professional</b>									
0.5%									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 20
6	\$ 2,367,5822	\$ 2,449,2266	\$ 2,533,7108	\$ 2,621,1099	\$ 2,711,5783	\$ 2,819,0750	\$ 2,901,8335	\$ 3,018,3816	\$ 3,033,3958
7	\$ 2,534,4500	\$ 2,621,9539	\$ 2,712,4072	\$ 2,805,9913	\$ 2,902,7512	\$ 3,017,9266	\$ 3,168,6608	\$ 3,280,0499	\$ 3,296,3675
8	\$ 2,889,3037	\$ 2,988,9927	\$ 3,092,0367	\$ 3,198,7969	\$ 3,309,2058	\$ 3,440,3798	\$ 3,612,2277	\$ 3,739,1960	\$ 3,757,8012
9	\$ 3,179,6228	\$ 3,289,3854	\$ 3,402,8799	\$ 3,520,2260	\$ 3,641,7165	\$ 3,786,2105	\$ 3,975,2182	\$ 4,114,9512	\$ 4,115,9483
10	\$ 3,464,3133	\$ 3,583,8993	\$ 3,707,4617	\$ 3,835,3938	\$ 3,967,7405	\$ 4,125,1147	\$ 4,331,1531	\$ 4,483,3951	\$ 4,505,7083
11	\$ 3,741,4484	\$ 3,870,5076	\$ 4,004,0930	\$ 4,142,2282	\$ 4,285,1156	\$ 4,455,1456	\$ 4,677,5831	\$ 4,841,9927	\$ 4,866,0738
12	\$ 4,003,3862	\$ 4,141,4848	\$ 4,284,3948	\$ 4,432,1924	\$ 4,585,1028	\$ 4,766,9546	\$ 5,005,0486	\$ 5,180,9873	\$ 5,206,7670
13	\$ 4,283,5737	\$ 4,431,3815	\$ 4,584,2919	\$ 4,742,4727	\$ 4,906,0590	\$ 5,100,7205	\$ 5,355,4203	\$ 5,543,6364	\$ 5,571,2155
14	\$ 4,583,4724	\$ 4,741,5718	\$ 4,905,2033	\$ 5,074,3979	\$ 5,249,4485	\$ 5,457,7786	\$ 5,730,2973	\$ 5,931,7057	\$ 5,961,2282

**Education Incentive Payment**

The following position will receive an education incentive payment as a result of required licenses:

Health Inspector      \$1,000.00

Under Article 8, Appointments, severance pay shall be in accordance with the salary and wage of the individual.

**APPENDIX B**  
**LIST OF OVERTIME/COMPENSATORY ELIGIBILITY**

<b>Title</b>	<b>Compensatory</b>	<b>Overtime</b>
Administrative Assistant/DPW	Yes	Yes
Animal Control Officer	Yes	Yes
Appraisal Technician -Assessor	No	No
Assistant Director of Public Works*	Yes Emerg. Only	No
Assistant Town Engineer/Manager of Contracts*	No	No
Assistant Town Planner	Yes	No
Building Commissioner**	Yes Emerg. Only	No
Business Manager/Civilians	Yes	Yes
Cemetery Superintendent**	No	No
Chief Appraiser -Assessor**	No	No
Civil Engineer	Yes	Yes
Civilian Emergency Dispatchers	Yes	Yes
Code Enforcement Officer	Yes	Yes Emerg. Only
Council on Aging Director**	No	No
Council on Aging Outreach Coordinator	No	No
Director of Information Technology**	Yes Emerg. Only	No
Parks Manager	Yes Emerg. Only	No
Director of Planning & Community Development*	No	No
Electrician	Yes Emerg. Only	Yes
Environmental Coordinator	Yes	Yes
GIS-CAD Operator/Draftsman	Yes	Yes
Health Agent	Yes Emerg. Only	No
Health Director/Public Health Nurse**	Yes Emerg. Only	No
Health Inspector	Yes	No
HVAC Tech	Yes Emerg. Only	Yes
Information Technology Assistant	Yes	Yes
Lead Mechanic	No	Yes
Licensed Craftsman	Yes Emerg. Only	Yes
Licensed Facilities Technician	Yes Emerg. Only	Yes
Local Inspector-Building	Yes	Yes Emerg. Only
Manager of Street/Traffic Lights/Maintenance	Yes Emerg. Only	No
Operations Manager-Consolidated Facilities	Yes Emerg. Only	No
Plumbing and Gas Inspector/ Sealer of Weights & Measures*	Yes	Yes Emerg. Only
Police-Crime Analyst	Yes	Yes
Public Health Nurse	Yes	Yes Emerg. Only
Recreation Manager	Yes Emerg. Only	No
Superintendent of Buildings & Grounds	No	Yes
Town Engineer**	Yes Emerg. Only	No
Wire Inspector*	Yes	Yes Emerg. Only
Youth Coordinator*	No	No
Youth Counselor*	Yes	Yes

\*In accordance with the Article No. 12, Overtime, Section D, all overtime must be approved by the Department Head or Town Administrator in advance.

## APPENDIX C

### TOWN OF MILTON ADMINISTRATIVE AND PROFESSIONAL PERFORMANCE APPRAISAL

Name of Employee	Department	Date of Review
Reviewer's Signature	Dept. Head Signature	From: _____ to _____ Period of Review

#### INSTRUCTIONS:

Consider the factors listed; be objective in your evaluation; determine the overall rating by weighing each factor according to its importance to the job. Wherever possible make statements to support your ratings; if there are additional factors which you feel deserve special emphasis please include them with this report.

Ratings:      A - Excellent      C - Satisfactory      E - Poor  
B - Above Average    D - Needs Improvement

#### I. PERFORMANCE

Briefly describe the employee's performance during the past year (strengths and weaknesses). Consider the job related factors. i.e. Planning, accuracy, quality, responsibility, dependability, time management, leadership, motivation, and personal growth.

A ( )      B ( )      C ( )      D ( )      E ( )

#### II. PRODUCTIVITY

Consider amount of output, how much work is performed consistently by the employee. Does the employee use time effectively?

A ( )      B ( )      C ( )      D ( )      E ( )

### **III. ORGANIZATION AND PLANNING**

How well does the employee analyze the task, organize resources and plan for its accomplishment? Does he or she anticipate problems? Discuss last year's goals. If they were exceeded, how? If not met, how and why? Is the employee dependable?

A ()      B ()      C ()      D ()      E ()

### **IV. KNOWLEDGE AND TECHNICAL JOB SKILLS:**

How well does this employee understand his or her position responsibilities? Consider complexity of problems dealt with, strengths, limitations, etc.

A ()      B ()      C ()      D ()      E ()

### **V. RELATIONSHIPS AND LEADERSHIP:**

How well does this employee demonstrate the ability to relate to others at all levels, inside and outside the department, and with the public? Does this employee assume a leadership role when appropriate, or does he or she prefer a more passive role?

Relationships A ()      B ()      C ()      D ()      E ()  
Leadership    A ()      B ()      C ()      D ()      E ()

**VI. ATTITUDE:**

Does the individual accept unexpected or unusual job assignments? Consider involvement in the job, enthusiasm, ability to assist others and the public, organizational loyalty, willingness to learn new skills, methods. How does he or she relate to supervision?

A ()      B ()      C ()      D ()      E ()

**VII. SUPERVISION: (if applicable)**

Review the performance of this employee's department or assigned group as to its quality, productivity, and morale. Comment on judgment with respect to dealing with subordinates. How well are "people problems" handled? Does he or she delegate effectively? Are people stimulated to grow? Is time taken to teach and counsel?

A ()      B ()      C ()      D ()      E ()

**VIII. ADDITIONAL COMMENTS:**

Consider and state, any additional factors which would identify any strengths or weaknesses not mentioned.

**EMPLOYEE'S COMMENTS: (Optional)**

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Employee's Signature

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Date

To the Employee being Reviewed:

This form will be submitted to the Town Administrator and will be filed in your personnel folder.

Thank you for your cooperation.

**APPENDIX D**  
**Managers Clothing Allowance**

**\$250 Annual (June) – Pro-rated for the part-time positions\***

Animal Control Officer  
Appraisal Technician – Assessors  
Assistant Director of Public Works  
Assistant Town Planner  
Chief Appraiser – Assessor  
Civil Engineer  
Code Enforcement Officer  
Parks Manager  
Recreation Manager  
**Electrician\***  
Environmental Coordinator  
Health Agent  
HVAC Tech  
Lead Mechanic  
Licensed craftsman  
Licensed facilities technician  
**Local Inspector -Building (1 Full time/1 part time\*)**  
Manager of Street/Traffic Lights/Maintenance  
Operations Manager – Consolidated Facilities  
**Plumbing & Gas Inspector/Sealer of weights & Measures\***  
Town Engineer  
**Wire Inspector\***