

A G R E E M E N T

between

TOWN OF MILTON

and

MILTON PUBLIC EMPLOYEES ASSOCIATION

July 1, 2022 - June 30, 2025

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This AGREEMENT entered into by the Town of Milton hereinafter referred to as the Employer and Milton Public Employees Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association, 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 1 Recognition

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours, and other conditions of employment for all permanent full time Labor Service employees of the Cemetery, Health, Park, Wire, Public Works departments and Custodial employees of the Town Office and Library Buildings Department. Also recognized, following a six (6) month probationary period, are CETA or other federal job program employees assigned to full time jobs in the above departments, to the extent authorized under law.

Excluded from the above stated bargaining unit shall be all Department Heads, Superintendents and Directors, Assistant Superintendents and Assistant Directors, Assistants to the Superintendents, Administrative Assistants, Engineers, Secretaries and Clerks and all temporary Neighborhood Youth Corps or equivalent seasonal, provisional, part time and intermittent employees and all new employees while serving during their six-month probationary period.

ARTICLE 2 Management Rights

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Department Heads, Town Administrator, the Elected Boards

or Commission which have statutory responsibility for the Departments, or the Select board, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of Massachusetts, the laws of the United States, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement and State General Laws, the determination and administration of policy, the operations of the Cemetery, Health, Park, Wire, Public Works Departments and of all Custodial Employees at the Town Office and Library Buildings, and the supervision and direction of the employees covered by this Agreement are vested exclusively with the Employer. These rights include suspension, demotion or dismissal for just cause.

ARTICLE 3 No Strike Clause

The Association on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that it will not at any time either during the term of this Agreement, and any period thereafter during negotiations or fact finding authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including paid extra-hour services, from the Employer, the Town of Milton. Violation of this clause may result in disciplinary action including dismissal of the employee or employees involved.

ARTICLE 4 Grievance and Arbitration Procedure

I. Employee Grievance Procedure

(A) PURPOSE

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

Complaints concerning the application, meaning or intent of a specific provision of this Agreement may be processed as a grievance under the following procedure. In all cases in which "days" are used in this Article, the term shall mean days on which Milton Town Hall is open for the transaction of business.

(B) PROCEDURE

STEP 1: Grievances may be first presented by the employee and/or the Association Steward to his Department Head within ten (10) days of the occurrence or omission, and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with the Steward over the department communication system, telephone or other available means to advise of the grievance. The Department Head may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the Department Head) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance. Department Head is defined as Superintendent in the Park, Cemetery, and Wire Departments and Assistant Public Works Director in the Public Works Department.

ARTICLE 4 (con't)

STEP 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing by the Association and presented to the Department Head involved, who shall meet with the Grievance Committee within five (5) days from the time the grievance is presented to him and shall answer the grievance in writing within three (3) days after the meeting.

STEP 3: If the grievant or the Association is not satisfied with the decision of the

Department Head, or his designee, or if no decision has been rendered within three (3) days after the conference, an appeal may be made to the Town Administrator of the Board of Selectmen. Such appeal shall be made within five (5) days after the response under Step 2 is due and shall be in writing. The Town Administrator or his designee shall meet with the grievant and the appropriate representative of the Association and render a decision within five (5) days after receipt of the written appeal.

STEP 4: If the grievance is not adjusted satisfactorily in Step 3, or answered by the Town Administrator within the time limit set forth above, it may thereafter be submitted by the Association, and only by the Association, except as hereinafter provided, within thirty (30) days after the answer of the Town Administrator is due or received, to arbitration, by written notice, delivered in hand or by mail, postage prepaid, addressed to the Town Administrator.

If the parties fail to agree on the selection of a single arbitrator, the Association may request the American Arbitration Association or to Department of Labor Relations to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association or the said Board.

ARTICLE 4 (con't)

The parties shall share equally in the cost, if any, of the arbitrator's services.

The award of the arbitrator shall be final and binding upon the parties to this Agreement.

Any dispute relative to discipline, suspension, discharge or demotion may be a subject of grievance and arbitration under the terms of this Agreement, with the option in an employee to proceed at Step 3 or Step 4 of the grievance procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, that an employee may not pursue both remedies in terms of the same dispute. If an employee elects arbitration, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 will be

considered the equivalent of a Step 3 or Step 4 determination; and his election in writing will constitute the grievance hereunder. For purposes of this paragraph, "action previously taken by the Town" may include action by the Department Head or the Town Administrator. Any disciplinary action by the Department Head may first be appealed to the Town Administrator at the employee's option, before his election of his Retirement Board/Civil Commission remedies or arbitration as above provided for.

Any of the time limits outlined in this Article may be changed by mutual written agreement of the parties acting at each Step.

(C) The Association shall be entitled to submit grievances in the name of the Association in the same manner as provided herein for employees, said submission to start at Step 3 in the grievance procedure.

ARTICLE 4 (con't)

(D) No settlement or decision at Step 1 of the grievance procedure shall be of any precedential value. The parties may agree to omit Step 1 by mutual agreement of the Association and the Department Head.

II. Employer Grievance Procedure

If the Employer has a grievance, and it desires to process it as such, the procedure will be as follows:

Step 1: The Town Administrator to the Board of Selectmen will first discuss the grievance with the Association President.

Step 2: If the Employer is not satisfied with the disposition of the grievance in Step 1, the Town Administrator may then request a meeting with the Association President.

Step 3: If the Town Administrator is not satisfied with the disposition of the grievance at Step 2, the Town Administrator may then refer the matter to arbitration. The method and procedure of the arbitration shall be as set out under Step 4 of the employee's grievance procedure.

ARTICLE 5
Association Dues and Initiation Fees

Employees shall tender the monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct Association membership dues levied in accordance with the constitution of the Association from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Association. Such remittance shall be made by the 10th day of the succeeding month.

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Last name First name Middle name

To _____
Employer Department

Effective _____
Date

I hereby request and authorize you to deduct from my earnings the Association membership once each month, an amount established by the Association as dues. The amount deducted shall be paid to the treasurer of the local Association.

ARTICLE 6
Civil Service

The Employer and the Association shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations, relative to seniority, promotions, job posting and bidding, transfers, discharges, removals and suspension, so long as the members of the unit are

under the Civil Service Law.

Any employee in good standing as of January 10, 2013 is recognized as a Civil Service employee. Any new employee hired on or after January 10, 2103 is not recognized under civil service MGL Chapter 31.

Any matter which is subject to the jurisdiction of the Civil Service Commission, or any Retirement Board established by law shall not be subject to the grievance or arbitration procedures set out under Article 4 of this Agreement, except with respect to any discipline, verbal warning, written warning, suspension, demotion or discharge for just cause.

ARTICLE 7 Hours of Work

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

The normal work day shall consist of eight (8) consecutive hours within the twenty-four (24) hour period, except for interruptions for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting times, except for emergency situations.

The hours of work of the employees shall not be changed unless changes are agreed mutually. Failure to agree may result in the grievance procedure being invoked.

This article shall not apply to employees of the Town in Office and Library Buildings, the Public Works Emergency Employee and Consolidated Facilities Department employees.

ARTICLE 8 Overtime

No employee shall refuse to work a reasonable amount of overtime unless excused by his

Department Head.

The Town shall post a sign-up list in January and July of each year of employees by each department who wish to indicate a willingness to accept voluntary, pre-planned overtime for their skill levels. Employees on the list refusing voluntary overtime or who cannot be reached three times in a row shall be dropped from the list. Voluntary pre-planned overtime for emptying trash barrels, picking up litter, and related work on Saturdays and/or Sundays shall be paid at a minimum two (2) hours at overtime rates.

If requested by his Department Head or designee, no employee shall refuse to work overtime when the Employer declares that an emergency situation exists or that the delivery of a public service by the department would be jeopardized, unless he is physically unable to do so.

Overtime shall be distributed as evenly as practical among the employees of a particular classification on a monthly basis, provided that in the sole opinion of the Supervisor the employee has the necessary experience, skill and productivity levels and qualifications in order efficiently and satisfactorily to perform the job involved. No more than 3 Association representatives and the Assistant Director of Public Works shall meet not less often than monthly to review the distribution of overtime. If the Supervisor's opinion is arbitrary, the Association may submit the question of arbitrariness to the grievance procedures hereunder.

The overtime rate of pay shall be time and one half for all hours of work performed in excess of eight hours in any one day or forty hours in any one week except as otherwise provided in the last paragraph of this Article and the fourth paragraph of Article 11. There shall be no pyramiding of overtime.

Approved leave with pay shall be considered hours worked for the purpose of this article. Overtime work must be authorized in advance by the Applicable Department Head. Any employee called back to work after having completed his assigned work and left his place of employment or before his next regular scheduled starting time, shall be paid at the rate of time and one half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours

pay at time and one half, exclusive of the Public Works Department Emergency employee. The minimum of four (4) hours shall not apply to employees who accept an early starting schedule for voluntary, pre-planned overtime. In the event an employee is called back to work on Christmas or Thanksgiving, said employee will be guaranteed a minimum of five (5) hours pay at double time.

When an employee is requested to work overtime and the overtime exceeds four hours in length, the employee shall be granted a one half hour paid lunch break or in lieu thereof shall be compensated for an extra half hour, to be determined by the Employer.

In the event any employee works in excess of twelve (12) consecutive hours, he shall receive double time for all hours worked in excess of twelve (12) hours and continue payment of time and one-half in the event an employee works overtime for all hours worked on the employees regular shift. Similarly, an employee required to work overtime on any Sunday, on Thanksgiving Day or Christmas Day shall be paid at the double time rate.

If an employee is on unpaid status during any pay period, the employee shall not be eligible for overtime for the seven (7) calendar days following the date(s) when the employee was out on unpaid status. The exception to this requirement shall be whenever the Town orders employees to perform emergency overtime.

ARTICLE 9 Association Representative

A written list of Association Stewards, not to exceed one (1) per department, and any other representatives or officers, shall be furnished to the Employer immediately after their designation and the Association shall notify the Employer in writing of any change.

The Employer will grant permission for reasonable leave time to the Association Steward to investigate and process grievances, following a request to the supervisor for same.

ARTICLE 10
Meal Periods

All employees shall be granted a meal period of one-half (1/2) hour's duration without pay during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

When an employee is requested to work overtime and the overtime exceeds four hours in length, the employee shall be granted a one half hour paid lunch break or in lieu thereof shall be compensated for an extra half hour, to be determined by the Employer.

ARTICLE 11
Holidays

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Juneteenth	1/2 day before Christmas unless declared a snow emergency by the Employer

Should any holiday fall on an employee's normal day off, he shall be given equivalent time off at the discretion of the Department Head.

Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one half (1 1/2) times his regular rate of pay for all hours worked.

Employees required to work on holidays shall be compensated with a minimum of four (4) hours pay at the time and one half (1 1/2) rate. Overtime in excess of eight (8) hours on a holiday shall be compensated at double time rate.

If employees are not released for the 1/2 day prior to Christmas referred to above, they shall be compensated as for working on any other holiday.

ARTICLE 12

Vacation

Effective January 1, 2021, all bargaining unit members will transition to a vacation accrual system whereby vacation accrues each July 1st.

Employees of the unit shall be entitled to paid vacations in accordance with the following schedule:

<u>Completed Period of Service</u>	<u>Number of Vacation Days on July 1st</u>
One (1) year	10
Five (5) years	15
Ten (10) years	20
After completing twelve (12) years' service	21
After completing fourteen (14) years' service	22
After completing sixteen (16) years' service	23
After completing eighteen (18) years' service	24
Twenty (20) years	25

The completed Period of Service shall be computed from July 1st. Bargaining unit members who successfully complete one year of work shall receive a pro-rated amount of vacation up to July 1st of their first year based on a ten-day vacation amount. For all subsequent years, employees shall accrue vacation each July 1st. The calculation shall be rounded up to the nearest whole day based on 0.5 and higher.

Example:

One year attained in November, would get a pro-rated vacation time of December to July 1 -10
 $(\text{vacation Days})/12(\text{months}) = .8333 \times 7 \text{ months (Dec.to June 30}^{\text{th}}) = 5.83 \text{ days of vacation to be taken by June 30}^{\text{th}}$.

One year attained in March, would d get a pro-rated vacation time of April to July 1 -10(vacation Days) /12 (months) = .8333 X 3 months (April – June 30th) = 2.5 days of vacation.

Vacation days shall not accumulate from one year to another, except that bargaining unit members may carry over up to five (5) accrued vacation days from one contract year to the next year. An employee shall be entitled to vacation days during the twelve month period following July 1st.

If the employee dies or retires, the employee's estate shall be entitled to the value of any unused vacation leave which may have accrued since July 1st.

The Employer shall determine the number of employees on vacation at any given time. Preference for the selection of the first two weeks of vacation shall be governed by seniority.

Normally vacation usage shall be subject to 24 hours advance notice and shall be used only in full or half day increments except that the following conditions shall apply:

- a. 16 hours per year may be used in 2-hour or more blocks
- b. subject to Management's right to determine the number of employees on vacation at any one time, emergency use of vacation time with less than 24 hours notice shall be allowed.

ARTICLE 13

Sick Leave and Accumulated Sick Leave Plan

A. Sick Leave

Paid sick leave shall be granted to all regular full-time employees hired before July 1, 2014 in accordance with the following table. Seasonal/temporary employees shall not be granted paid sick leave. Sick leave will be accrued on a monthly basis, starting January 1, 1989.

YEARS OF SERVICE	LEAVE
From 6 months through 5 years	1 day per month
After five years	1-1/2 days per month

Effective July 1, 2022, for employees hired after July 1, 2014, paid sick leave shall be granted to all newly hired regular full-time employees in accordance with the following table. Seasonal/temporary employees shall not be granted paid sick leave.

YEARS OF SERVICE	LEAVE
From 6 months through 10 years	9 days per year
From 10 + years	12 days per year

The above sick days shall accrue 1/12 each month. New employees as of July 1, 2014 shall be able to accrue unused sick days in an amount not to exceed one hundred (100) days.

Bargaining unit members who are excessively absent or who display a pattern of absences including absences prior to following a holiday, vacation period, weekend, or leave, may be required to provide medical documentation from a licensed and practicing physician which documents their absence. The failure to provide medical documentation will be grounds for the Town to deny the employees sick leave request and where appropriate, issue discipline.

B. Accumulated Sick Leave Plan

Employees who are employed for 18 or more consecutive years and who 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 in accordance with the formula enumerated below. Upon termination for reasons other than retirement, employees lose all rights to sick leave credits.

Effective July 1, 2008 eligible full-time employees shall receive \$55 per day for each day of accumulated sick leave in excess of 35 days, with no maximum. Effective July 1, 2014, new employees to the Town shall not be eligible for sick leave buyback.

For budgetary purposes, eligible employees who plan to voluntarily retire must give their department head and the Personnel Board written notice no later than December 31 of the fiscal year preceding their retirement. Any employee who does not give timely notice, as set forth in this paragraph, will not be entitled to receive any compensation for accrued sick leave.

In the event that a current employee dies after having satisfied the eligibility requirements

set forth above (i.e., at least 18 years of full-time employment with the Town and accumulated sick leave in excess of 50 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.

C. Earned Leave Program

Each employee shall be eligible to earn up to a maximum of four earned leave days annually. Each earned leave day is earned by perfect attendance (no use of sick leave nor unauthorized absence) during each quarter. The quarter shall be July through September, October through December, January through March and April through June. As soon as possible, following the end of each quarter, the Department shall post a list notifying employees who have had perfect attendance in the preceding quarter. Earned days may be taken at a time mutually agreeable to employer and employee and shall generally be taken in the quarter following the quarter in which the employee earned the leave day unless circumstances beyond the control of the employee prevent him from using the day during such quarter, however, in no event shall the time period within which to take the earned leave day extend beyond two quarters from the quarter in which the day was earned.

Effective July 1, 2012 employees shall be guaranteed two (2) earned leave day annually. In no case may an employee have more than six (6) such days annually, including the "guaranteed" days. As is the case with the other earned leave days, "guaranteed days" must also be taken on a day which is mutually agreeable to the employer and the employee.

D. Sick Leave Bank

A sick leave bank is hereby established under the guidance and control of the Sick Bank Committee. The Sick Bank Committee shall consist of two designees of the Association and two designees of the Town. The Bank shall be funded by donation of days from retiring employees sick days for which no provision is made under sick leave buy-back.

When an employee suffers from a catastrophic illness and has exhausted all of his or her personal sick leave the employee may apply for sick leave credits from the bank. The Sick Bank Committee may require such documentation it reasonably requires to act on a request.

In acting on a request for sick bank credits, the Committee may consider the nature of the illness, the employee's prior service record and sick leave usage. No grant of credits from the Bank shall exceed 30 days, although additional requests may be made if necessary.

Credits may be granted only upon a majority vote of the Committee, and denial of days is not appealable.

ARTICLE 14 Bereavement Leave

In the event of the death of a spouse, the employee will be granted up to five (5) days leave without loss of pay and such leave will not be charged to sick leave or vacation leave.

In the event of death in the immediate family of an employee, the employee will be granted three (3) working days leave of absence, without loss of pay and such leave shall not be charged to sick leave or vacation leave. Immediate family of an employee is defined as mother, father, son, daughter, brother, sister, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandson or granddaughter of an employee.

In the event of the death of a relative residing in the employee's household, an employee will be granted one (1) bereavement day.

In special circumstances, the department head may, at his sole discretion, extend the above bereavement leave. Such discretion shall be exercised in a non-discriminatory and non-arbitrary fashion. The department head's discretion on whether to extend the bereavement leave shall not be subject to the parties' grievance and arbitration procedure.

ARTICLE 15

Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, provided the employee is available for work on days the jury is not sitting.

ARTICLE 16

Longevity Compensation

Employees who for the preceding year have been in continuous employment with the Town as hereinafter provided shall receive special compensation as follows. Said compensation shall be paid on the payroll for the period in which the anniversary occurs.

\$500.00 after five (5) years of service;

\$20.00 additional for years six (6) through ten (10);

\$30.00 additional for years eleven (11) through thirty-five (35);

For each year of service beyond thirty-five (35) years, and employee shall have his/her stipend increased by \$50.00 for each additional year.

ARTICLE 17

Special Licenses and Equipment

Rainy Weather Gear

The Employer agrees to pay for any special license fees, exclusive of Class 3 Motor Vehicle license fees, which the Employer specifically requires an employee to obtain to perform the duties assigned.

The Employer agrees to provide all material, equipment, and tools required to perform

the duties assigned to the employees covered by this Agreement, all such material, equipment and tools to remain the property of the Town and to be stored on Town premises.

The Employer agrees to provide rainy weather protective clothing to employees required to perform duties out-of-doors during rainy weather, all such protective clothing to remain the property of the Town and to be stored on Town premises.

The Town agrees to provide a first-aid kit for each truck operated by bargaining unit employees.

ARTICLE 18 Bulletin Board

Announcements shall be posted upon bulletin boards located in a conspicuous place in the Town Yard. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Departmental Promotional Notices shall be posted in each location where three or more departmental employees normally report for work for a period of not less than seven calendar days. In the Public Works Department the postings shall be at the Barn, Erickson Garage, Old Forestry Shop, and Central Maintenance Garage.

ARTICLE 19 Severability Clause

Should any provisions of this Agreement be found to be in violation of any Federal or State law or Civil Service 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. In addition, it shall be understood that any benefit, privilege or working condition expressly provided under the Town's Personnel By-law, Chapter 13, Personnel Administration, amended as of November 1,

1998, which has not been altered, amended or modified by an article in this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20
Non-Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that all employees shall receive the full protection of this Agreement.

ARTICLE 21
Access to Premises

The Employer agrees to permit authorized representatives of the Milton Public Employees Association to enter the Employer's premises during working hours for 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, and provided such representative has approval of the Superintendent, or his designee of the Department to so contact the employees.

ARTICLE 22
Lack of Work

In the event that an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, the employee shall be paid for four (4) hours at the rate to which he would be entitled for his shift.

ARTICLE 23
In-Service and Safety Training Committee

A committee of four shall be named to an in-service and safety training committee. Two unit employees shall be named by the Association president for one year terms and two non-unit members shall be named by the Board of Selectmen for one year terms.

The purpose of the committee shall be to foster in-service and safety training opportunities, and to make recommendations to the Town regarding safety equipment and procedures utilized by unit employees. The committee may make proposals that affect employee promotional opportunities, increase productivity, recommend the development of apprentice programs, improve employee on the job safety, and reduce workers compensation claims.

The committee shall meet no less frequently than four times per year. One of the Selectmen's appointees shall be responsible for scheduling the meetings and producing the agenda.

The recommendations of the committee shall be advisory and are not subject to the provisions of Article 4.

ARTICLE 24
Clothing

Effective July 1, 2022, the Town shall furnish a check in the amount of \$900.00 for employees to use in obtaining work clothing and safety shoes; per contract year per bargaining unit member.

Dress Code. The parties agree to abide by the following guidelines regarding appearance and dress:

Employees shall be guided in their dress, at all times, by the fact that they are representatives of the Town of Milton and the safety consideration appropriate to their job duties.

The Town of Milton expects its representatives to appear neat and well-groomed to the public.

The following is a description of what is and is not considered appropriate dress.

This is a guide, strict adherence is not required; however, dress which reasonably approximates these guidelines shall be strictly adhered to.

- i. Shoes and socks are required. Specifically, those generally worn in the construction trades. They shall be heavy duty and in good repair. Sneakers, tennis shoes, sandals, dress shoes and similar casual or formal shoes are not appropriate.
- ii. Trousers and shirts are required. Specifically, those generally worn in the construction trades. Trousers shall be long, a solid color, clean, neat and in good repair. No undergarments of any type may be worn in place of an outer garment. T-shirts are not expressly prohibited, however, any clothing containing language, pictures or illustrations which may be considered offensive are not allowed. Specifically, and without limiting the generality of the previous sentence, words defined by the American Heritage Dictionary of the English Language (either in English or when translated into English) as vulgar, a curse or sexually explicit are prohibited. Similarly, pictures or illustration depicting such words are prohibited.
- iii. Headwear. Employees choosing to wear hats, caps and other forms of headwear shall adhere to the following Guidelines:
 1. They shall be weather appropriate.
 2. They shall not contain words or pictures that are prohibited above.

- iv. Safety Equipment. The Town shall provide safety equipment, including hard hats, eye protection, ear protection and work gloves. Employees shall wear the provided equipment when performing job duties.

ARTICLE 25
Parental Leave

Parental leave shall be granted to bargaining unit employees in accordance with Massachusetts General Laws, C.149 section 105D.

ARTICLE 26
Salary, Wage and Classification Plan

Employees covered by this agreement shall be compensated in accordance with the pay schedules appended to this agreement on page 28 and 29.

When the Employer assigns an employee to a higher position (Compensation Grade) for a length of time that is longer than five consecutive days the employee shall be paid the rate of such position commencing with the sixth day. Effective July 1, 2005, all members of the bargaining unit in grade 1 through 6 shall be reclassified one grade level higher than the level held on June 30, 2005. Effective July 1, 2007, all employees covered by this Agreement shall receive a 3% wage increase. Effective July 1, 2007, a new Step 5 that represents a one-half step increase from the existing Step 4, calculated as one-half the difference between existing Step 3 and 4, as indicated on Appendix A. Effective July 1, 2007, the wage rates of the W7A, W7B and W8 positions shall reflect a 5.5% difference between the W7A and W7B and a 5.5% difference between the W7B and W8, as indicated on Appendix A.

ARTICLE 27

Grade Level Qualifications

Effective July 1, 2005 it shall no longer be a requirement that an employee possess a Commercial Drivers License or a Hydraulic License to be promoted to grade level 3 or 4.

Effective July 1, 2005 a grade level W-8 shall be established at 105% of grade 7 for each step in effect on July 1, 2004.

ARTICLE 28 Subcontracting

The Town in its sole discretion shall have the right to contract out bargaining unit work provided, however, no bargaining unit member or members first employed by the Town prior to September 1, 2000 shall be laid off as a result of the contracting out of unit work thereunder.

The Town and the Association further agree that the Town shall be deemed to have fully complied with any obligations that it may have to furnish reclassification adjustments to the Association such that the issue of reclassification adjustments, as they are tied to the Town's ability to contract out work, shall not be grievable or arbitrable under Article 4 of this contract.

ARTICLE 29 Term of the Agreement

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

B. Negotiations for a new agreement to succeed this agreement shall take place upon notice from either party to the other to such effect given on or after October 1, 2024. During negotiations for a successor agreement, this agreement shall remain in full force and effect until a successor agreement has been executed, provided, however, either party may give written notice to the other of its desire to terminate this Agreement at least 60 days after June 30, 2022.

ARTICLE 30
Designated Space

The Town agrees to provide bargaining unit members with a location hereinafter known as 'designated space' which shall be open and available to all bargaining unit members during work operations for changing clothes and eating lunch. For purposes of this article, work operations shall mean up to one half hour before and up to one half hour after employees' regularly scheduled shift or work assignment. The initial location for the designated space will be the former meter test shop, however, it is understood that the Town reserves the right to select a new location for the designated space provided that the space is substantially similar to the former meter test shop space. The Town will notify the Union president in advance of any such change in order to receive input from the Union.

The parties expressly understand and agree that the employee space shall be used for work-related purposes only (e.g., changing clothes and eating lunch), and shall not be used for recreational activities of any kind. In the event that the Town identifies a potential problem with the use of the designated space, the Town will notify the Union president about the problem to attempt to resolve such problem prior to the Town's taking any action, however, in no way shall this restrict or limit the Town's ability to take what it deems to be appropriate action.

The Town will provide a limited number of lockers in the space for the employees' use to store additional clothing.

ARTICLE 31
Drug and Alcohol Testing

Effective July 1, 2001, except as to those employees hired prior to March 1, 2001 who do not possess a CDL license, all bargaining unit members shall be subject to the terms and conditions of the Town's drug and alcohol policy and shall be subject to drug and alcohol testing and possible discipline under the same terms and conditions as all current unit members

possessing CDL licenses.

IN WITNESS WHEREOF, The Town Administrator of the TOWN OF MILTON has caused this Agreement to be signed in its name and behalf by its members, and the MILTON PUBLIC EMPLOYEES ASSOCIATION, has caused this Agreement to be signed in its name and behalf by its representatives, this 18 day of July, 2023.

MILTON PUBLIC EMPLOYEES
ASSOCIATION

Pat Balfe
John W. Bap
[Signature]

TOWN OF MILTON
Town Administrator

[Signature]

APPENDIX A

A. The following Schedules of Weekly Rates shall be applicable during the terms of this Agreement and nothing herein shall be construed to preclude the consolidation of departmental operations and the establishment of Department of Public Works procedures during the term of the Agreement. This Agreement is subject to and conditioned upon the favorable vote of the Town Meeting for the necessary appropriations and the appropriate Personnel By-law Amendments, for funding and implementation. Should the Town Meeting fail to appropriate the necessary funds then the wage provisions of the Agreement may be reopened by either party and the parties shall forthwith resume negotiations therefore.

Effective July 1, 2022, increase wages (all steps and grades) by two percent (2%).

Effective July 1, 2023, increase wages (all steps and grades) by two percent (2%).

After the application of the 2% increase, change step 20 to step 10 and increase Step 6 by an additional one-half of one percent (0.5%) (the additional 0.5% will affect all employees on step 6 and step 10).

Effective July 1, 2024, increase wages (all steps and grades) by two percent (2%).

After the application of the 2% increase, increase Step 10 by an additional one-half of one percent (0.5%).

This wage scale shall become effective with on July 1, 2022, and shall apply to wages thereafter earned:

<u>FY23</u>	<u>HOURLY</u>	<u>MPEA</u>	<u>7/1/2022 -</u>				
			<u>2%</u>				
<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 20</u>
W1	14.7775	16.8013	18.8230	21.2655	22.5413	25.1063	25.3575
W2	16.4638	18.2608	20.0613	22.6980	24.0598	25.2798	25.5488
W3	18.0930	19.7230	21.3513	24.1305	25.5788	26.8758	27.1448
W4	19.3300	20.9585	22.5880	25.5648	27.0978	28.4718	28.7563
W5	20.6215	22.25075	23.8808	27.0540	28.6770	30.1310	30.4320
W6	22.2723	23.6508	25.2295	28.6020	30.3180	31.8550	32.1738
W7(A)	23.9923	25.0045	26.6345	30.1485	31.9575	33.5780	33.9140
W7(B)	25.3125	26.3793	28.0990	31.8070	33.7153	35.4248	35.7790
W8	26.7045	27.8303	29.6450	33.5563	35.5695	37.3733	37.7468

<u>FY24</u>	<u>HOURLY</u>	<u>MPEA</u>	<u>7/1/2023 -</u>				
			<u>2%</u>	<u>Step 6</u>	<u>Plus</u>	<u>0.005</u>	
<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 10</u>
W1	15.0730	17.1373	19.1995	21.6908	22.9920	25.7365	25.9938
W2	16.7930	18.6260	20.4625	23.1520	24.5410	25.9143	26.1735
W3	18.4548	20.1175	21.7783	24.6130	26.0903	27.5503	27.8258
W4	19.7165	21.3778	23.0398	26.0760	27.6395	29.1863	29.4780
W5	21.0840	22.6958	24.3583	27.5950	29.2505	30.8873	31.1960
W6	22.7178	24.1238	25.7340	29.1740	30.9243	32.6545	32.9810
W7(A)	24.4720	25.5045	27.1673	30.7515	32.5965	34.4208	34.7650
W7(B)	25.8188	26.9068	28.6610	32.4430	34.3895	36.3140	36.7270
W8	27.2385	28.3868	30.2380	34.2273	36.2810	38.3113	38.6943

			<u>7/1/2024 -</u>					
<u>FY25</u>	<u>HOURLY</u>	<u>MPEA</u>	<u>2%</u>			<u>Step 10</u>	<u>Plus</u>	<u>0.005</u>
<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		<u>Step 10</u>
W1	15.3745	17.4800	19.5835	22.1245	23.4518	26.2513		26.6463
W2	17.1288	18.9985	20.8718	23.6150	25.0318	26.4325		26.8305
W3	18.8238	20.5198	22.2138	25.1053	26.6120	28.1013		28.5243
W4	20.1108	21.8053	23.5005	26.5975	28.1923	29.7700		30.2180
W5	21.5055	23.1498	24.8455	28.1468	29.8355	31.5050		31.9790
W6	23.1720	24.6063	26.2488	29.7575	31.5428	33.3075		33.8088
W7(A)	24.9615	26.0145	27.7105	31.3665	33.2485	35.1090		35.6375
W7(B)	26.3350	27.4448	29.2343	33.0918	35.0773	37.0403		37.5960
W8	27.7833	28.9545	30.8428	34.9118	37.0065	39.0775		39.6638

APPENDIX B

B. The parties expressly acknowledge and agree that from time to time the federal government and/or the State of Massachusetts promulgates laws or regulations requiring that employers have various employees possess one or more specialized licenses or certificates. Where this occurs, the parties agree that the employer may, in exchange for an annual stipend to be paid to a license, certificate or title holder who is assigned a position requiring the possession and maintenance of various licenses and certificates and who in the employers' sole judgment would be best suited for the assignment and performance of any additional tasks associated with possession of the license or certification assign certain related tasks without further bargaining over the impacts of that decision. By way of illustration, but not exhaustion, holding the following licenses and certificates has been mandated by the State of Massachusetts and accordingly the Town will pay a stipend to the persons holding said licenses or certifications and who are assigned tasks requiring same.

The following are examples of licenses, certifications and program management referenced above:

1. Department of Food and Agriculture; Commercial Certification (Pesticide Applicator). Stipend amount is \$500.00.
2. Department of Food and Agriculture; Pesticide Applicator License (Core). Stipend amount is \$500.00.
3. Department of Environmental Protection; Water-Distribution System Primary Operator Certificate (D3). Stipend amount is \$1,000.00.
4. Department of Environmental Protection; Water-Distribution System Secondary Operator Certificate (D2). Stipend amount is \$500.00.
5. Department of Environmental Protection; Water-Cross Connection Program Manager requires both; Stipend amount is \$500.00.
 - a) Certification as Backflow Prevention Device Tester
 - b) Certification as Cross Connection Surveyor
6. Electrician License. Stipend amount is \$500.00.

Each license will be increased by the following amounts: FY2009 will increase by \$50.00; FY2010 will increase by \$50.00; and FY2011 will increase by \$50.00

Expressly excluded from the list of licenses or certificates for which a stipend will be paid to the holders thereof, are drivers' licenses of all types (passenger cars and commercial drivers' licenses (CDL's), etc.), as well as all categories of hoister's licenses or certificates, of whatever type and by whatever name.

APPENDIX C

Health Insurance

The Union agrees to the concept of coalition bargaining for health insurance that provides a vehicle for the Town to negotiate with a single coalition of unions, comprised of all the unions representing employees in the Town of Milton. The parties recognize that the Town is not agreeing to implement or support the form of coalition bargaining provided for in M.G.L. c. 32B and that the Union is only agreeing to the concept of coalition bargaining and that the details of the structure of the coalition bargaining process must still be worked out and agreed to by all of the participating unions. The union agrees, at a minimum, to a process by which each participating union will have one vote regardless of the size of each bargaining unit.

In the event the parties are unable to reach final agreement on a coalition process, or the coalition, once established, is unable to reach agreement with the Town, the parties shall be placed in the position they would have been prior to entering into coalition bargaining and each party reserves whatever rights each was entitled to under the collective bargaining agreement, M. G. L. 150E, and other applicable laws.