

Agreement

between

Town of Billerica

and



Professional Administrators Chapter

July 1, 2006 - June 30, 2009

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Article 1 - Recognition

1.1 The Town recognizes the Billerica Professional Administrators Association, Local 888, SEIU, AFL-CIO, as the exclusive, certified representative for all full time and regular part time department heads and assistant department heads of the Town of Billerica, including those titles listed below but excluding all managerial, confidential, casual and all other employees.

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

Library Director, Assistant Library Director, Inspector of Building, Inspector of Wires, Plumbing Inspector, Local Inspector, Planning Director, Director of Public Health, Deputy Director of Public Health, Town Engineer, Appraiser/Assistant Assessor, Assistant Tax Collector, Assistant Treasurer, Environmental Affairs Investigator, Director of Veteran's Services, Animal Control Officer, Council on Aging Director, Director of Recreational Services, Assistant Director of Recreational Services, Health Agent/Sanitarian, Public Health Nurse, Superintendent of Highway, Superintendent of Cemeteries, Parks & Trees, Superintendent of Water, Head Treatment Plant Operator Wastewater, Operations Supervisor, Conservation Land Use Assistant, Asst. Animal Control Officer, and **Program Coordinator of Recreational Services**.

1.3 Any new position created by the Town which would be considered a full time or regular part time department head or assistant department head shall be a subject of bargaining between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position nor establishing a compensation schedule for this position.

Article 2 - Union Rights and Representation

2.1 All bargaining unit employees shall elect to join the Union, or pay the Union an Agency Service Fee, within thirty (30) days of the execution of this agreement, as a condition of employment.

2.2 All new bargaining unit employees, within thirty (30) day of hire, shall elect to join the Union, or pay to the Union an Agency Service Fee, as a condition of employment.

2.3 The Town agrees to deduct Union Initiation Fees, Dues, Assessments and/or Agency Service Fees from an employee's pay upon written authorization from the employee.

2.4 The Town shall remit the aggregate amount of said deductions to the Secretary/Treasurer of Local 888, SEIU, 529 Main Street, Suite 222, Charlestown, MA. 02129, along with a list of employees and the amount of said deductions. The remittance shall be made on a monthly basis.

2.5 Subject to the applicable provisions of Chapter 150E, an employee who fails to maintain membership in the Union or pay an Agency Service Fee, within thirty (30) calendar days following a written demand from the Union requesting discharge, and after being afforded a hearing before the Appointing Authority, shall be discharged, if during such period the required Initiation Fee, Dues or Agency Service Fee have not been tendered. The Union shall indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability that may arise out of action taken to comply with this provision.

2.6 The Employer shall notify the Union of changes in bargaining unit personnel, including names, addresses, job titles and salaries of new employees, as well as the names of employees who have left a unit position and the date of termination.

2.7 The Union shall provide the Town with an updated list of Executive Board Members for the bargaining unit. Authorized representatives of the Union shall have access to the Employer's premises during work hours subject to the approval of the Employer. Such approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business. It is expressly understood that except in an emergency, bargaining unit employees conducting such business will submit a written request for approval to the Town Manager (or designee) for release time.

Said approval shall not be unreasonably denied.

2.8 The Employer shall make available to the Union a bulletin board at the following sites for posting notices and information: Town Hall, Public Library and the Lewis Building.

2.9 The Town shall not discipline, demote, suspend or discharge an employee without just cause.

2.10 The employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union, Local 888 COPE Fund from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

I hereby authorize my Employer to deduct from my pay the sum of _____ for each month and to forward that amount every six (6) months to SEIU, Local 888 COPE Fund. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payment to the SEIU COPE Fund Committee is not a condition of membership in the Union or a condition of employment and that the SEIU Local 888 COPE Fund Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

Date

Signature

Article 3 - Grievance Procedure

3.1 A grievance is a dispute between the parties concerning the application, meaning and/or interpretation of the provisions of this agreement.

3.2 Step One - A grievance shall be first presented to the employee's immediate supervisor. The grievance shall be presented in writing and state the contract provision(s) violated. If the matter is not resolved within fourteen days of its presentation , it may be processed at Step Two for resolution.

3.3 Step Two - A grievance unresolved at Step One may be submitted in writing to the Town Manager. The Town Manager must arrange a hearing within fourteen (14) days of receipt provided that the hearing is scheduled no later than twenty (20) days from the date of submission. If the Town Manager does not respond within ten (10) days the grievance shall be deemed denied.

3.4 Step Three - If the matter is not resolved at Step Two, the grievance may be submitted to arbitration. All grievances submitted to arbitration must be filed within thirty (30) calendar days after receipt of the Town Manager's decision. The parties shall abide by the rules and procedures of the American Arbitration Association. The costs of arbitration shall be born equally by the parties.

3.5 The time limits at any level of the procedure may be extended by mutual written agreement of the parties.

3.6 Where the time limits specified herein are not complied with by the Employer, the Union may process the grievance at the next step of the procedure.

3.7 It is expressly understood that an employee may request the presence of a Union Officer at any level of the grievance procedure.

Article 4 - Layoff / Recall

- 4.1 Employees shall have seniority rights in their specific classification according to date of hire in that classification, subject to the prevailing provisions of M.G.L. **Chapter 31**, dealing with layoff and recall rights, if applicable.
- 4.2 In the event of a layoff or a reduction of hours, part time employees shall be laid off or reduced before any full time employees in a particular classification.
- 4.3 An employee who is reduced in hours or laid off, shall be placed on a recall list.
- 4.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.
- 4.5 In the event of a layoff, affected employees shall be entitled to be compensated for all unused sick leave and all vacation days to which they are entitled as of the layoff date. Employees qualified for longevity shall receive a payment prorated for the amount of service rendered since their last anniversary date.

Article 5 - Holidays

- 5.1 The Town shall agree to the following twelve (12) holidays, which fall on or are observed on a regularly scheduled work day, and shall be granted as paid holidays:

New Year's Day	Washington's Birthday
Independence Day	Memorial Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day After Thanksgiving
Labor Day	Martin Luther King Day
Columbus Day	Patriot's Day

All Employees covered by this agreement will be released at half (½) day; the day before Thanksgiving, the day before Christmas and New Years Eve

- 5.2 Designated holidays that fall on a Sunday shall be observed on the following Monday. Holidays that fall on a Saturday shall be observed on the previous Friday.

- 5.3 An employee on unpaid leave shall not be eligible for holiday pay during the period covered by said leave.

5.4 An employee on vacation shall be granted an additional day of vacation when a designated holiday occurs during a vacation period.

Article 6 - Personal Days

6.1 Each unit member shall be granted three (3) days off with pay each fiscal year at his/her discretion to conduct personal business.

6.2 Said personal days may not be taken on a holiday.

6.3 Personal days shall not be accrued and must be taken prior to June 30th of each fiscal year. Unused personal days will be forfeited.

6.4 Use of a personal day shall require twenty-four (24) hour notice to the appropriate supervisor.

Article 7 - Longevity

7.1 Effective FY 05 (July 1, 2004) there shall be an annual incentive pay or longevity, paid in a lump sum in the pay period following the employee's anniversary date according to the following schedule:

At the completion of five (5) years of service	\$1,500.00
At the completion of ten (10) years of service	\$1,800.00
At the completion of fifteen (15) years of service	\$2,500.00
At the completion of twenty (20) years of service	\$3,000.00
At the completion of twenty (25) years of service	\$3,500.00
At the completion of thirty (30) years of service	\$3,800.00

All employees hired after July 1, 2003 will only be eligible for longevity starting at 10 years.

Article 8 - Vacation

8.1 Vacation leave shall be granted to all unit members on a prorated basis according to the normal and established number of hours worked per week or the days worked per week, according to the following schedule:

5 years of service or less	2 weeks
More than 5 years but less than 10	3 weeks
More than 10 years of service	4 weeks
More than 15 years of service	5 weeks

8.2 Upon completion of six (6) months of continuous employment, a newly hired employee may use one (1) of the two (2) weeks vacation applicable. Upon completion of twelve (12) months of continuous employment, a newly hired employee shall be entitled to a second week of vacation leave. Subsequent to an employee's first full year of employment, all vacation leave shall be earned and credited as of the first day of the fiscal year (July 1) regardless of the employee's anniversary date. This includes the third week of vacation leave earned for more than five (5) years of service but less than ten and the fourth week of leave earned for ten (10) years of service or more:

8.3 An employee may accumulate up forty (40) days vacation time. Any vacation time that exceeds forty (40) days on the books not used by the employee in that contract year is lost.

8.4 An employee on any type of unpaid leave for more than forty-five (45) calendar days, shall not be entitled to vacation time until his/her return to work , at which time the vacation allowance will be prorated.

8.5 In the event that an employee is required to return to work due to unforeseen emergencies during a vacation period, the employee shall be credited vacation time for the day(s) or portion of day(s) involved.

8.6 The vacation schedule shall commence on the first day of the fiscal year (July 1st). The employee's original date of hire in the Town of Billerica shall be used to calculate the amount of vacation time for which the employee is eligible.

However, at the completion of one (1) year of service, an employee may receive credit for any prior State, County, Municipal or Federal Government service in the United States for the purpose of calculating vacation time only. The granting of such creditable service time shall be applicable only to vacation benefits, as directed by the Town Manager. The denial of creditable service time, as defined above, shall not be done in an arbitrary or capricious fashion.

8.7 Upon separation or termination of employment, employees shall receive cash compensation for any and all unused vacation time, not to exceed 40 days effective July 1, 2004.

8.8 Upon the death of an employee, his/her unused vacation days shall be paid to his/her estate.

Article 9 - Bereavement

- 9.1 All unit members shall be granted bereavement leave. Notification must be provided to the Town Manager regarding such leave.
- 9.2 Such leave shall not be charged as sick or vacation time.
- 9.3 Bereavement leave shall be prorated according to the employee's normal, established weekly work schedule.
- 9.4 The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse, or child of the employee or the employee's spouse.
- 9.5 The employee shall be granted three (3) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, mother/father-in-law of the employee or the employee's spouse and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.
- 9.6 The employee shall be granted two (2) business days of bereavement leave in the event of the death of: brother/sister in law, aunt, uncle, niece, nephew, cousin and all other relatives of the employee or of the employee's spouse.
- 9.7 There shall be no distinction of foster, step or half relatives in the granting of bereavement leave.
- 9.8 The employee may be granted an additional three (3) business days or other time necessary as determined and approved by the Town Manager without the loss of pay or benefits with the approval of the Town Manager. Such additional time shall be granted only in cases where significant travel (outside the New England states) is required and/or in extreme and extenuating circumstances made known to the Town Manager or his/her designee.

Article 10 - Retirement Option

10. 1 Option A: A salary step increase shall be paid to an employee who has completed at least 10 years of service for his/her last 12 months of service under the guidelines specified below:

The employee shall receive a 10 percent salary increase after age 62 and if they make the proper notification on or before age 64 and their separation date is on or before age 65. The employee shall receive a 15 percent salary increase after

age 55 and if they make the proper notification on or before age 62 and their separation date is on or prior to age 63. This increase shall be paid for his/her last 12 months of service in her weekly salary increments. They must notify the department in writing of their anticipated date of separation a year in advance. An employee who continues employment beyond the 12-month period of their anticipated separation date shall have his/her salary deducted at the same rate it was increased.

10.2 Option B: Optional to the Employee, an employee with 25 years of full time service as recognized by MGL Chapter 32 with the last 10 years of such full time service being in the Town of Billerica, and has a minimum 100 sick days accumulated, may request to be designated a "Senior" employee for a period of three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time not to exceed three (3) consecutive years selected by the employee. During the period of time that the employee is designated as "Senior" they shall receive a base salary increase of 6% above what their annual salary would have been that year. In addition, during the period of time that each employee is designated "Senior" they will be required to provide a Doctor's certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days in a year, if requested to do so by the Town. Employees will be designated as "Senior" only once in their career and for only one (1) three-year period. An employee who requests to be designated as Senior under this section will forever forfeit their rights to sick leave buy back. Also any such employee will not be eligible for Sick Leave buy back as outlined under Article 17, Section 17.3 and Article 25 nor will they be eligible for the Retirement Incentive benefits outlined in Article 10 Sections 10.1-10.9. Finally when an employee requests "Senior" status it is an irrevocable decision regardless whether or not the employee completes three years of service from the date of the request.

10.3 In the event that an employee remains in the service of the Town after the effective date of retirement, the employee's wages and salary shall be adjusted effective the first business day after said effective date. Additionally, the Town shall make deductions and adjustments necessary to recover the incentive paid to the employee on a schedule that will be determined by the Town.

10.4 In the event of the death of the employee, the retirement incentive shall be prorated according to the actual time worked prior to the death. Outstanding monies shall be paid to the employee's estate.

Article 11 - Certifications, Licenses ,Professional Affiliations & Professional Development

11.1 The Town agrees to compensate all employees who are required by statute, job and employment qualifications and requirements, or any

combination thereof, to maintain active and "in good standing" status for such certification and/or license requirements. It is expressly understood that employees shall address requests for such compensation to the Town Manager (including information about fees, tuition, and related expenses) for prior approval. Further, it is expressly understood that employees shall provide the Town Manager with copies of said certifications or licenses upon receipt. Prior approval is required by the Town Manager.

11.2 The Town shall pay for membership fees for state and national professional associations, not to exceed one hundred-fifty dollars (\$150.00) per unit member per year, subject to submittal of sufficient documentation to the Town Manager for approval.

11.3 The Town shall pay tuition, registration fees and cost of materials for courses and seminars taken by unit members to enhance their work-related professional development in accordance with the guidelines of the Professional Development Fund. . Prior approval is required by the Town Manager.

Article 12 - Military Duty/Military Service

12.1 All employees who are called for State or Federal Military Training Forces shall be paid any difference in compensation between that drawn in the normal, established work period of two (2) weeks in their regular Town employment and the total compensation, excluding travel time, of the Military Duty.

12.2 Such compensation shall not exceed two (2) weeks in a calendar year and shall not include compensation to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

12.3 All employees shall be granted a military leave of absence without pay when called involuntarily to active duty with the State or Federal Armed Forces for a purpose other than routine annual tour of duty for training purposes.

12.4 The Town agrees that an employee's seniority rights shall not be affected while said military leave is in effect.

Article 13 - Jury Duty

13.1 All employees shall receive the amount equal to the difference between his/her normal compensation and the amount received from the Court for jury duty.

13.2 This provision shall not be interpreted to compensate an employee for travel time.

Article 14 – Mileage/Car Allowance

14.1 Mileage - \$396.00 divided by 22 days for a daily rate of \$18.00 for Health Department and Building Department. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.

14.2 All bargaining unit employees, except for grandfathered employees, shall receive mileage reimbursement at the applicable IRS rate for actual miles traveled using the employee's personal vehicle, in the performance of his/her established, official duties and responsibilities for the Town.

With respect to grandfathered employees, they shall elect one of the following two options:

OPTION 1

Receive mileage reimbursement at a specified rate, based on the allowance effective January 1, 2004, on a daily basis, for actual days worked. Mileage reimbursement will not be made for vacation days, sick days, personal days, holidays, compensatory time days, or any other days that the employee does not work. If an employee works a portion of the day, said employee will receive mileage reimbursement on a pro-rated basis for time actually worked.

With regard to emergency call out provisions, mileage reimbursement will be made at the applicable IRS rate for actual miles traveled.

The Specified Rate of Mileage Reimbursement is as follows:

\$396.00/mo. = \$18.00 per day
22 days/mo.

OPTION 2

Receive mileage reimbursement at the applicable IRS rate for actual miles traveled using the employee's personal vehicle, in the performance of his/her established, official duties and responsibilities for the Town.

A grandfathered employee who elects Option 1 may change his election and elect Option 2 on or before June 30, of the next fiscal year. However, once a grandfathered employee elects Option 2, the employee shall receive mileage reimbursement pursuant to Option 2, for the remainder of his employment and may not thereafter elect Option 1.

Grandfathered employees are:

Martin Houlne	Richard Berube	David Lenzie
Angela Braun	Phavy Pheng	Thomas Brooks
Christine West	Milton Kinney	

Employees hired after January 1, 2004, in the Board of Health, Conservation Commission and Building Department will be reimbursed for mileage under Option 1.

Article 15 - Insurance

15.1 All employees shall be eligible to participate in the Contributory Group Life, Accident, Hospitalization, Medical and Surgical Insurance Plan as defined by M.G.L. Chapter 32B as adopted by the townspeople at the Annual Town Meeting of March 1958.

15.2 The Town shall provide insurance coverage to bargaining unit members and apply the contribution rates approved by the Board of Selectmen. In the event that Board of Selectmen approves a change in health insurance plans and/or providers, the parties agree to commence negotiations concerning the impact of said changes.

15.3 Eligibility for such participation requires an employee to work a minimum of twenty (20) hours per week.

15.4 The Town agrees to provide opportunities for continued group insurance coverage in accordance with the provisions of COBRA for employees who have severed their employment.

15.5 All employees eligible for the benefits specified above shall also be eligible for a Section 125 Cafeteria Plan.

Article 16 - Maternity, Adoption and Family Leave

16.1 The Town shall grant maternity leave to all employees in accordance with Massachusetts General Laws Chapter 149, Section 105D.

16.2 The Town shall grant leave time for the purpose of adoption in accordance with the provisions adopted under M.G.L. Chapter 318 of the Acts of 1989 under the maternity leave statute.

16.3 In addition to aforementioned leave provisions, the Town shall grant to eligible employees leave time under the provisions of the Family and Medical Leave Act of 1993.

Article 17 - Sick Days and Sick Leave

17.1 All employees shall be granted fifteen (15) working days with pay as a sick day allotment per fiscal year. Such days shall be prorated according to the normal, established number of hours or days worked per week. Accumulation of sick days shall be one hundred eighty (180) days; any employee that has accumulated greater than one hundred eighty (180) days will stop accumulating until they are below this amount.

17.2 All new employees shall accrue, but not draw upon sick days during the probationary period (first six (6) months of employment).

17.3 Any employee terminating his/her employment with the Town under the conditions of separation, retirement or death, shall receive compensation in cash in an amount equal to a maximum of seventy (70) days for any unused, accrued sick days.

17.4 Paid sick days shall be considered as time worked.

17.5 All employees shall notify his/her department or appropriate authority of an illness within a reasonable time before the start of the work day.

17.6 Sick leave shall be granted for illness, injury or absence due to quarantine. Employees shall only receive compensation for the actual number of sick days accrued during a period of sick leave.

17.7 All employees utilizing sick leave for five (5) or more consecutive working days, shall be required to provide documentation from an appropriate medical authority for such leave, within two (2) days of returning to work. Paid sick leave shall be considered as time worked.

17.8 An employee shall be required to notify the appropriate authority and his/her department that he/she will be on sick leave. Said notice should be made prior to the start of the work day and include the anticipated length of such leave and the approximate return date. The employee shall be accessible to his/her department and/or authority whenever practical. Sick leave benefits shall cease if a medical documentation for said leave is not presented to the appropriate authority upon request.

17.9 Sick Leave Incentive:

Prior to the July 1 of each year the employee must designate in writing to their Department Head or for Department Heads to the Town Manager which sick leave incentive option they are choosing. An employee can only receive one of the following options not both. If an option is not chosen than the option chosen for the previous year will stay in effect. The options are as follows:

Option A: Employees who have not utilized any sick leave in any six (6) month period shall receive one (1) additional paid day **off**, said day(s) may be used at the employee's discretion with appropriate prior notice. Eligibility for these incentive days **off** shall commence July 1, 2000, and shall commence again upon the employee's return from sick leave.

Employees shall be credited for one (1) paid attendance incentive day for each consecutive six (6) month period of perfect attendance, during which no sick leave was utilized.

Days earned under this provision shall be used in the three (3) month period after it is earned. Exceptions to this requirement are subject to the written approval of the Town Manager.

Option B: An employee who has been employed for one (1) year of service will receive a sick leave incentive to be paid to an employee as follows:

0 Days taken - \$500
1 Day taken - \$400
2 Days taken - \$300
3 Days taken - \$100
3+ Days taken- \$0

Article 18 - Sick Leave Bank

18.1 Each unit member shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank and said contribution shall be matched by the Town.

18.2 The Town shall make a one-time start-up contribution of fifty (50) days upon execution of this agreement. The Town's contribution shall be reduced by the number of days contributed annually by the bargaining unit members as provided in 18.1, until said contribution is fully restored.

18.3 Employees shall not be obligated to contribute if on any July 1st the bank has more than two hundred (200) days.

18.4 Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of two (2) persons designated by the Union and two (2) persons designated by the Town Manager. In the event of a split decision, the Town Manager shall be considered an ex-officio member of the Sick Leave Bank Committee, and as such, shall render a final determination concerning a request to withdraw days from the Sick Leave Bank.

18.5 Withdrawals may be made for no more than twenty (20) day increments.

18.6 In order to be eligible to draw from the sick leave bank, the employee must:

- a) have been employed for at least one (1) year;
- b) be absent because of a personal illness or injury anticipated to last more than eight (8) weeks;
- c) verify said illness or injury in accordance with the provisions outlined in Article 17, and to the extent requested by the Sick Leave Bank Committee;
- d) be willing to take all reasonable steps necessary to make a full recovery and prevent a recurrence of the disability including continued treatment for problems contributing to the disability.

18.7 Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the Town, appeals or grievance/arbitration.

Article 19 - Leaves of Absence

19.1 All employees may be granted a leave of absence.

19.2 Such leave shall be granted without pay. During such leave, the employee may exercise his/her right to continue insurance coverage(s) provided by the Town, provided that the employee is responsible for one hundred percent (100%) of the cost of the premium(s) during the period of leave.

19.3 In order to be considered for a leave of absence, the employee must provide specific information to the Town Manager about the reason(s) for the leave.

19.4 A leave of absence may be granted for a three (3) month period. An extension, not to exceed six (6) months may be granted after written notification to and approval of, the Town Manager,

19.5 Unpaid leave shall not be considered in the computation of service.

Article 20 - Workers' Compensation

20.1 An employee who is unable to perform his/her duties due to a work related accident or illness shall receive compensation in accordance with Massachusetts General Laws, Chapter 152.

20.2 In the event of a work related accident or illness, an employee shall notify the appropriate authority within forty-eight (48) hours after the occurrence of the problem. In the event of a work-related accident, employees shall notify the appropriate authority within one (1) work day after the occurrence of the problem.

Article 21 - Work Week

21.1 The work week for full time employees with the exception of DPW employees (excluding Town Engineer) covered by this bargaining unit shall be defined as five (5) consecutive seven and one-half (7 & 1/2) hour days, Monday through Friday. DPW employees work week shall consist of one eight (8) hour day excluding a one-half (1/2) hour unpaid lunch.

21.2 The normal, established work week, in accordance with #1 above, shall consist of seven and one-half (7 & 1/2) or for DPW employees eight (8) consecutive hours within the twenty-four (24) hour period. Exceptions and variations would apply only in situations that are specified as a condition of employment or have been mutually agreed upon by the Union and the Town.

21.3 The work week for regular part time employees shall be established by the Department Head and/or Appointing Authority.

21.4 It is expressly understood by the parties that employees who report to Boards and or Commissions as a condition of employment may be required to work beyond the time defined above, and such time shall not be considered an extension of the work week.

In addition, attendance at Town Meetings is also expressly understood by the parties to be a condition of employment. Each Department Head, or his or her designee, is required to be in attendance and such time shall not be considered an extension of the work week.

New-section 21.5 as follows:

The Town agrees to establish a flextime schedule for bargaining unit members upon agreement of both the employee and the Town. Said schedule will be for a

six-month trial basis. At the end of six months the flextime schedule may continue if mutually agreed upon by the parties.

- 21.5 If an employee of the bargaining unit is called to work beyond the normal work week as a result of weather-related and/or operational emergencies, with the approval of the Director of Public Works for D.P.W. Employees, and the Town Manager for all other bargaining unit members, said employees shall be paid their at one and one half times the rate for a minimum of four (4) hours or for the hours actually worked, whichever is longer. D.P.W. employees assigned as Plow Route Supervisors shall be paid at the rate of time and one half for all overtime performing these duties.
- 21.6 Employees who are required to conduct inspections outside of normal business hours shall be compensated at a rate of one and one-half times (1 ½) at a four hour (4) hour minimum their applicable hourly rate of pay provided the following conditions are met:
 1. There must be a specific request by a resident, business or contractor for an inspection outside of normal business hours.
 2. The required form must be completed by the resident, business or contractor outlining their request and the reasons the inspection is to be performed outside of normal business or contractor outlining their request and the reasons the inspection is to be performed outside of normal business hours.
 3. The form must be submitted to the Department Head for review and approval. Once the Department Head has reviewed the request, it must be submitted to the Town Manager, or in his absence to his designee, for review and approval.
 4. If the form is not approved by both the Department Head and Town Manager, or designee, the request is denied and the inspection must take place during regular business hours.

Article 22 - Personnel Records

22.1 An employee, or designated representative, may request and shall be granted, the opportunity to review any and all records related to his/her employment maintained by his/her department, Personnel Board, Town Manager, Board of Selectmen or any other Town Agency.

22.2 Such records may be reviewed, and copied at the employee's expense, during normal, established working hours.

22.3 A copy of all documents relating to an employee's performance shall be given to the employee prior to such document being placed in the employee's personnel file. A copy of any derogatory information relating to any employee shall be given to the employee prior to such information being placed in the employee's personnel file.

22.4 Employees may submit a response to any information in the aforementioned files. Said response shall be attached to all copies of a particular document, in all such files.

Article 23 - Clothing Allowance

23.1 The Employer shall provide protective clothing, footwear and equipment to employees whose responsibilities require field visits and/or emergency response, at no cost to the employee.

23.2 Requests for protective clothing, protective footwear, equipment and/or foul weather gear shall be made in writing to the Town Manager for approval.

23.4: \$250 to be provided for eligible employees, for uniforms shirts/pants to be purchased through the Department Head. Employees utilizing this uniform allowance must wear a uniform that indicates they are an employee of the Town of Billerica. \$200 to be provided for eligible employees, for protective clothing, equipment, and footwear each year, to be purchased through the Department Head.

Departments eligible for clothing allowance are:

Building
Health
Conservation
Animal Control
Town Engineer
D.P.W. Superintendents
Assessors

Article 24 - Separation of Employment

24.1 Bargaining unit employees, who have completed five (5) years of continuous service with the Town, shall be entitled to the payment of the following benefits upon separation of employment:

- Sick days per Article 17
- Vacation days per Article 8
- Longevity per Article 7
- Personal Days per Article 6

- Car Allowance per Article 14
- Tuition and/or licensing fees per Article 11

24.2: In the event of death, the aforementioned compensation shall be paid in full to the employee's estate.

24.3: In the event that an employee is discharged as a result of proven criminal misconduct in connection with his/her employment, the benefits outlined above, except as regulated by statute, shall be forfeited.

Article 25 - Severability

25.1: Each and every clause of this Agreement shall be deemed severable from each and every other clause of the Agreement to the extent that any clause or clauses are found to be in violation of law.

25.2: Only that clause or those clauses found to be in violation of law shall be deemed severed from the Agreement and the remaining clauses and provisions shall remain in full force and effect.

Article 26 - Duration

26.1 This agreement shall be effective on July 1, 2006, and continue in full force and effect for a three (3) year period, expiring on June 30, 2009.

26.2 Negotiations for a successor agreement shall commence no later than January 1, 2009.

Article 27 - Wages

27.1 The wages for each bargaining unit position shall be adjusted by one and one half percent (1.5%) effective July 1, 2006

27.2 The wages for each bargaining unit position shall be adjusted by two percent (2%) effective July 1, 2007

27.3 The wages for each bargaining unit position shall be adjusted by one and one half percent (1.5%) effective January 1, 2008

27.4 The wages for each bargaining unit position shall be adjusted by two percent (2%) effective July 1, 2008

27.5 The wages for each bargaining unit position shall be adjusted by one and one half percent (1.5%) effective January 1, 2009

27.6 If a position within the Town is available, BPAA members shall be given preference over other candidates if they are equally qualified as determined by the Town Manager for the position.

Article 28 – Management Rights

The Listing of the following rights of management in this Article is not intended to be a waiver of any of the rights of the Town or department heads not listed herein. Such inherent management rights shall remain with the Town

The employer shall have exclusive rights consistent with the applicable laws and regulation:

1. To direct employees of the employer in the performance of their duties,
2. to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause,
3. to determine the methods, means, and personnel by which such operations are to be conducted,
4. to take whatever actions may be necessary to carry out its mission in emergency situations, i.e., and unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature,
5. To establish continued policies, practices and procedures for the conduct of Town Business and, from time to time, to change and abolish policies, practices or procedures. Subject to the provisions of MGL Chapter 150E.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.
7. to determine and assign duties and work assignments including the change of duties and work assignments from time to time
8. To determine proper job classifications, including the determination and interpretation of new job descriptions
9. The operation and direction of the affairs of the Town in all of their various aspects.
10. To determine the level of service to be provided
11. the direction, control and supervision of employees
12. to determine the location, organization and number of employees.
13. the granting and scheduling leave.
14. to abolish any service; to establish or change any service, including the discontinuation of operations in whole or in part.

15. to evaluate employees including the establishment of the standards of productivity and the evaluation instrument, the frequency of evaluation and the conducting of evaluations.

The Town and Union acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands on proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the town and Union, for the life of this agreement, each voluntarily and unqualified waive the right and each agree that the other will not be obligated to bargain collectivity with respect to any subject matter referred to or covered in this agreement, except insofar as required in fulfillment of managements obligations under Massachusetts General Law or any other applicable regulation.

Article 29 - Probationary Period

Following their original appointment to the Town of Billerica as a permanent full time employee, a person shall perform the duties of such position on a full time basis for a probationary period of ninety (90) working days before they shall be considered a full time tenured employee in such position except as otherwise provided by civil service rule.

If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by them is not satisfactory to the appointing authority, he may, at any time after such person has served thirty days and prior to the end of such probationary period, give such person a written notice to that effect, stating in detail the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory, whereupon his service shall terminate. In default of such notice, such person shall be deemed to be a tenured employee upon the termination of such period.

The probationary period of an employee shall not be deemed to be interrupted by his temporary appointment pursuant to section six to a position in a higher title in the same departmental unit.

Article 30 – Drug Testing

"The Town and the Union agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to

create a humanitarian program where treatment and discipline are both important aspects of the program."

I. DRUG TESTING BASED ON REASONABLE SUSPICION

- A. An employee shall be subject to an immediate drug test if reasonable Suspicion of drug use is determined by an employee's supervisor.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
 - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - (2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
 - (3) Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
 - (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
 - (5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as a law enforcement agencies.
 - (6) Involved in an accident with "accident" being defined as an unplanned, unexpected and unintended event which:
 - (a) occurs on Department property, on Department business or during working hours; and
 - (b) initially appears to have been caused wholly or partially by an employee; and

(c) results in either:

- (i) fatality;
- (ii) any injury requiring medical treatment away from the scene of the event; or
- (iii) damage to property in estimated to be in excess of \$20,000.00

Notwithstanding the foregoing, determination of reasonable suspicion shall comport with Constitutional guarantees and limits.

The Town Manager shall be the determining factor as to whether reasonable suspicion exists and if the employee shall be referred for testing. The Town Manager shall provide a written report setting forth his/her grounds for determining reasonable suspicion.

(C) In those cases where the Town Manager determined that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.

(D) Once an employee has been referred for testing based on reasonable suspicion it will be the responsibility of the Town Manager to advise the employee of such decision and have the employee escorted to the collection facility. The Town Manager shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to the collection facility to act as an observer the Union representative will not be allowed into the collection bathroom. Once the collection procedures are over the Supervisor shall transport the employee to their work headquarters and arrange for transportation for the employee to his/her home or residence. The Town Manager shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated. The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

F. Appeal of Decision to Test Under "Reasonable Suspicion".

1. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Town Manager at the time a specimen is provided by the employee. The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject

to protest, and this by the Supervisor. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.

2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Town Manager shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Town Manager. The employee and the Union shall have the right to refute any of the reasons articulated.
3. Should the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Town Manager, who shall notify the employee in question of the results.
4. Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

II. Post-Incident Testing

A. An employee shall be subject to an immediate post-incident drug test when in a "critical incident". A "critical incident" is defined as:

1. The action of any duty employee which results in injury or death of another person;
2. The operation of a vehicle on duty at any time in a department vehicle off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of \$20,000.00;
3. Any other event that may be agreed upon by the Town and the Union as Constituting a "critical incident".

An employee who tests positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a "reasonable suspicion" drug test.

IV. Procedures for Drug Testing

A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMIT) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.

B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

The initial test shall use as Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

**Initial Test Cut-Off Levels
(ng/ml)**

Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	2000
(25 mg/ml if Immunoassay specific for morphine)	
Phencyclidine	25
Amphetamines	1000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

**Confirmatory Test Cut-Off Levels
(ng/ml)**

Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

C. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform forensic/drug testing, upon written application to the Fire Chief within seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines.

If the test is positive, the employee must present evidence of the use of prescription drugs, which may include confirmation from the employee's prescribing physician and copies of the prescriptions.

D. If an employee is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee's personnel file and any other Town/Department file.

E. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

V. Refusal to Submit to Testing

An employee's refusal to submit to a test when directed will be treated the same as a positive and will be immediately placed on leave. Failure or refusal to submit to such tests as directed includes the failure to proceed directly to the testing facility as directed, failure to provide an adequate amount of urine for testing, or failure to complete all of the necessary paperwork. Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including termination.

VI Consequence of a Confirmed Positive Test

A. An employee who tests positive for use of drugs may be subject to disciplinary action. However, any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, with the full support and encouragement of the Town and shall be subject to unannounced testing for a period of thirty six months following a first positive test. A second positive test will result in termination. The Town reserves the right to discipline up to and including termination for any conduct in violation of the Rules Regulations or Policy's and Procedures of the Department.

B. An employee must provide documentation to the Town through the Town Manager regarding entry into and successful completion of a drug rehabilitation

program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town with proof of successful completion of said rehabilitation program.

- C. The employee entering a Rehabilitation Program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.
- D. An employee's contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in this Article.
- E. The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty the employee shall meet with the Chief to discuss the rehabilitation program and its completion. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.
- F. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation or other leave credits otherwise available to he/her by the Union/Town collective bargaining agreement ("CBA") to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days sick leave, if needed by his/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.
- G. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to an including termination.
- H. Upon return to duty following a first positive test, and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of thirty six (36) months. Following a second positive test, and after successful completion of the drug rehabilitation program, may result in termination. An employee refusing to be administered a drug test during said thirty-six (36) month period, when required by the Town Manager, shall be terminated. Tests during this thirty- six month period shall be unannounced but will be conducted at reasonable times and intervals so as not to disrupt the employee's off work time.

VII Selection of Laboratory and Medical Review Officer

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Department of Health and Human Services.
- B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

VIII Confidentiality of Records

Test results and other information relating to drug testing of an employee shall be maintained in a confidential file separate from the employee's personnel file.

Miscellaneous provisions

- a. Allow the Town to institute Bi-weekly pay policy – if allowed the Town agrees to perform the change in a month with three pay period, and to provide financial advisors to assist employees in the adjustment
- b. The Union agrees to review, amend as needed and accept job descriptions prepared by DJ Jacobs Consultant – This item will not delay or hold up the approval of this agreement
- c. Doctors Visit co-pay will be from \$5.00 to \$10.00
Emergency room visit will be increased from \$25.00 to \$100.00

This Signed and agreed this 2 day of February, 2007

For the Town of Billerica:

Michael S. Rosa
Michael S. Rosa, Chairman Board of Selectmen

Marc Lombardo
Marc Lombardo, Vice-Chairman

Kathy M. Matos
Kathryn Matos, Secretary

James F. O'Donnell, Jr.
James F. O'Donnell, Jr. Member

Robert M. Correnti
Robert M. Correnti, Member

Rocco Longo, Town Manager

SEIU Local 888

Susana Segat
SEIU 888 President

Kenneth L. Buffum

Meton H. Kenney

Levatt

D. Longo

Rocco Longo