

Collective Bargaining Proposal
Between
The Town of Billerica
And
New England Benevolent Association, Inc., Local 105
(Police Civilian Dispatchers)

July 1, 2025– June 30, 2028

ARTICLE 1

RECOGNITION

The Town of Billerica hereby recognizes the *New England Police Benevolent Association (NEPBA), Local 105*, as the exclusive collective bargaining representative for all full time and regular part-time public safety dispatchers (herein referred to as “dispatchers”) excluding the Dispatch Supervisor, managerial and confidential employees, and all other Town Employees.

There shall be no strike or lockout during the term of the agreement.

ARTICLE 1A

RULES AND REGULATIONS

The Town and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by the agreement so long as such rules and regulations do not conflict with the terms or conditions of this collective bargaining agreement.

ARTICLE 1B

MANAGEMENT RIGHTS

MANAGERIAL 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 the Chief of Police not listed herein. Such inherent management rights shall remain with the Town. The employer shall have exclusive rights consistent with the applicable laws and regulations:

1. To direct employees 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 maintain the efficiency of the operations entrusted to it.
4. To determine the methods, means, and personnel by which such operations are to be conducted.
5. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., and unforeseen circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.
6. 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. This is subject to the provisions of MGL Chapter 150E.
7. 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.

ARTICLE 1C

STABILITY OF AGREEMENT

Section 1 – No amendment, alteration, or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2 – The failure of the Town or unit to insist, in any one or more situations, upon performance of any terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the rights of the Town or the unit to future performance of any term or provision, and the obligations of the Town and the unit to such future performances shall continue.

ARTICLE 2

CREDIT UNION

Section 1 – Employees covered under this agreement shall be allowed to participate in a Credit Union incorporated pursuant to Massachusetts General Laws, Chapter 171.

ARTICLE 3

GRIEVANCE PROCEDURE

A “grievance” is hereby defined as a complaint by an employee or group of dispatchers that is based upon an alleged violation of, or an alleged variation from, the provisions of this agreement, or the interpretation meaning or application thereof, and an aggrieved prescribed outline of Article 3.

Section 1 – All requests for meetings, hearings, replies, extensions, decisions and filing of grievances amongst all parties shall be in the written form.

Section 2 – Step 1. The aggrieved employee shall first present a grievance to his/her immediate supervisor within fourteen (14) calendar days of the incident cited as the grievance. A sincere and serious effort shall be made, by all parties involved, to adjust the grievance at an informal hearing within fourteen (14) calendar days of the filing of the grievance. Said grievance shall be cited, identified and outlined in writing.

Section 3 – Step 2. If the grievance is not resolved in step one, the elected members of the unit's Executive Committee may refer the complaint to the Town Manager within ten (10) calendar days from the receipt of the written response from the supervising officer in Step Two, (Exclusive of Saturdays, Sundays, or holidays.) The Town Manager shall have ten (10) days to reply to the grievance.

Section 4 – Time periods may be extended, noted in Steps 1 and 2, at the actual agreement of the Town and the employee/committee. Written confirmation as to the extensions taken shall be made known to all parties involved.

Section 5 – If the grievance is not resolved by the activation of Step 2, the employee/committee shall formally notify the Mass. Board of Conciliation and Arbitration requesting a hearing within twenty (20) calendar days after the time period of Step #2 above has expired.

Section 6 – The aggrieved employee shall reserve the right to be assisted by legal counsel at any time during the grievance procedure. The employee shall reserve the right to call witnesses, question witnesses, and submit information and evidence to support his/her grievance.

Section 7 – Any dispute arising between an employee or group of employees and the Town which is submitted as a grievance for resolution under Section 3, Article 3 grievance is a suitable matter for submission to Massachusetts Commission Against Discrimination, this prerogative may be exercised by the employee and with the assistance of the Employee by-law Committee and legal Counsel.

Section 8 – Any grievance not presented in writing within the time specified shall be constituted as a waiver.

Section 9 – The Town Manager, his/her designee, shall receive written notification when the time set forth in Section 3; Step 2 has expired, from said employee. The Town Manager, his/her designee, shall be granted under Section 4, an extension of Step 2, for ten (10) additional calendar days in which to respond to the grievance. Failure to comply with the extensions cited in Section 4, by the Town Manager or his designee shall be considered *denied to the employee or group of employees*.

ARTICLE 4

DISCIPLINE

1. No employee shall be disciplined, demoted, transferred, reprimanded or discharged involuntarily except for just cause.
2. Any employee covered by the provisions of the agreement subjected to actual specific disciplinary action(s) shall and must receive written notification stipulating the specific infractions and the specific action(s) to be taken for such infraction(s).

3. Upon disciplinary actions allegedly not for just cause, the employee may file a claim through this agreement.
4. Written selection of the claim process in Step #3 must be filed with the Town Manager or his/her designee or Appointing Authority, whichever is applicable and required within ten (10) business days of receiving written notification in Step #2.
5. Failure to elect a claim process in Step #3 within ten (10) business days to the appropriate Town Official shall constitute a waiver of both Section VI of the Agreement.
6. The Town shall institute a test program, i.e., alcohol, drug, with prior written notification to an employee.

ARTICLE 5

REMOVAL AND SUSPENSION

1. As provided for the Billerica Town Charter under Article 7, Section 7-7, any appointed Dispatcher/Telecommunicators, whether appointed for a fixed or indefinite term, may be suspended or removed from his duties by the appointing authority.
2. The appointing authority when acting to remove or suspend any appointed officer or town employee, shall act in accordance with the following procedure:
 - a. A written notice of the intent to remove or to suspend any statement of the cause of causes therefore, shall be delivered in hand to the officer or employee, or mailed by registered or certified mail to his last known address.
 - b. Within five (5) days following delivery of said notice, the officer or employee may request a public hearing by submitting in writing, a request therefore to the appointing authority, and by filing a copy of said request in the office of the Town Manager.
 - c. The Town Manager shall hold a public hearing not less than seven (7) nor more than fourteen (14) days following the date of receipt of a request therefore, and shall give not less than five (5) days written notice of such public hearing to the officer or employee affected. The officer or employee shall have a right to be represented by counsel at such hearing, to call witnesses, to examine witnesses and to introduce evidence at the public hearing.
 - d. Not more than fourteen (14) days following the public hearing, or not more than fourteen (14) days following the delivery of the original notice of intent if no public hearing has been requested, the appointing authority shall take final action on the removal or suspension and shall, forthwith, notify the officer or employee, in writing, of the removal or suspension, or that the notice of intent has been rescinded.
 - e. If an employee is not satisfied with the results of their grievance after progressing through each step they may apply for a hearing with the Mass. Board of Conciliation and Arbitration.

ARTICLE 6

RE-HIRING POLICY

1. All employees, covered by the provisions of this agreement, effected by lay-offs, cutbacks, position elimination's, or severe actions shall be considered first relative to the re-hiring process as positions become available within the Town of Billerica. Reasonable and sincere attempts shall be made by the Town to rehire each employee per classification, title, and position duties and responsibilities.

ARTICLE 7

TERMINATION OF EMPLOYMENT

1. Whenever an employee terminates his/her employment with the Town of Billerica, all benefits associate with cash compensation, which are accumulative in nature, i.e. vacation days, personal days, shall be paid at the established rate of pay for that time.
2. The employee shall also receive all other pay due at the time of employment termination from the Town.
3. Termination status of employment shall be regarded as:
 - a. Voluntary separation in good standing; or
 - b. Retirement; or
 - c. Death

And qualifies the Employee for compensation of full and pro-rated benefits due him/her.

4. All compensation shall be paid to the Employee or, in the event of his/her death; payment shall be made to the Employee's estate.
5. Sick Time benefits are covered in Article 14.

ARTICLE 8

LAYOFFS

1. Employees shall have seniority rights in their specific classification according to date of hire, dealing with the layoff and recall rights, if applicable.
2. A dispatcher, who is reduced in hours or laid off, shall be placed on a recall list.
3. No new dispatchers will be hired until the current recall list for the classification is exhausted.
4. 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.

ARTICLE 9

HOLIDAYS

Section 1 – The Town agrees that the following twelve (12) holidays will be granted as paid holidays.

Labor Day	New Year's Day
Veterans Day	Martin Luther King Day (Civil Rights Day)
Thanksgiving Day	Washington's Birthday (Presidents Day)
Patriots Day	Memorial Day
Christmas Day	Independence Day
Columbus Day	Day after Thanksgiving

Section 2 – The dispatcher working the following holidays will receive additional four – four (4) hour's pay at the rate being received. These holidays will include Christmas, New Year's Day, and Thanksgiving, as well as Christmas Eve Day and New Year's Eve from 1500 hours on. Starting July 1, 2026, all dispatchers working Christmas Eve Night and New Year's Eve will receive an additional four (4) hours pay at the rate being received.

Section 3 – Any dispatcher who is on sick leave for more than twenty consecutive days shall not be entitled to holiday time until his return to active duty at which time holiday time will be pro-rated.

Section 4 – Up to twelve holidays may be turned in for current rate.

ARTICLE 10

PERSONAL AND OTHER LEAVE

Section 1 – Each dispatcher shall be granted three (3) days off with pay each year at his discretion for personal reasons. Said day off may not be taken on any holiday, or the Eve of the holiday. Personal Leave may not be carried and must be used by June 30th of each year.

Section 2 – Maternity Leave as permitted under Mass State Laws.

Section 3 – Any dispatcher summoned for Jury Duty shall be granted leave with pay or allowed necessary time off with pay upon presentation of the appropriate summons to the Chief of Police, or his designee.

Section 4 – Military Duty: All employees covered by the provisions of this agreement, who are called for State or Federal Military Training forces, shall be paid any difference in compensation between that drawn in the normal and established work period of two (2) weeks in their regular Town employment and the total compensation, excluding travel time, of the Military Duty. 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.

Section 5 – Military Service: All employees covered by this agreement shall be granted a military leave of absence without pay when called involuntarily to active duty with the State or Federal Armed Forces for the purpose other than routine annual tour of duty for training purposes the Town shall agree that the employee's seniority rights shall not be affected while his/her leave of absence for said leave is in effect.

Section 6 – Jury Duty: All employees covered by the provisions of this agreement shall receive the amount equal to the difference between his/her normal compensation and the amount received from the Court. These provisions shall not make compensation to the employee for travel time.

Section 7 – In recognition of this one zero years cost increase agreement the Town grants fifteen (15) year employees two (2) additional days off during the fiscal year. These days will be considered time owed days and will be granted at the discretion of the Chief at times that do not incur overtime replacement. This benefit is granted only to current employees as of the signing of this agreement.

ARTICLE 11

PERFORMANCE EVALUATIONS

1. All dispatchers covered by the provisions of this agreement shall be subject to an annual performance evaluation conducted by the Town Manager or his designee, under criteria established by the Town Manager.

ARTICLE 12

VACATION

Section 1 – the vacation period shall be from the first day of July to the last day of June of the following year (fiscal year). Each dispatcher shall be permitted to take at least (80) hours of vacation between June and September. Dispatchers shall give (24) hours' notice in advance to the officer in charge prior to taking a vacation day.

Section 2 – A dispatcher may hold for a later use in the following year (40) hours of his or her unused vacation leave upon notification and agreement with the Chief of Police. At no time shall more than (240) hours be accumulated by a member of the Collective Bargaining Unit for unused vacation time.

Section 3 – The vacation leave shall be accrued by dispatchers covered by this agreement according to the normal and established number of day's works, in the following schedule:

5 years or less of service-----	112 hours of vacation
More than 5, but less than 10-----	168 hours of vacation
More than 10 years of service-----	224 hours of vacation
More than 15 years of service-----	240 hours of vacation

Section 4 – Newly hired Dispatchers with less than two years of service, vacation accrual shall begin with their anniversary date (first day of full-time employment). Accrual shall be based on a monthly payroll basis.

Section 5 – Upon completion of (6) months of employment, a newly hired dispatcher may use (56) of the (112) hours of vacation time. The appropriate department supervisor must approve all vacation requests; minimum of (24) hours advance notice is required.

Section 6 – Employee will be compensated for any unused vacation not to exceed (240) hours at the time of retirement or resignation from the Town of Billerica.

ARTICLE 13

BEREAVEMENT LEAVE

Section 1 – Starting with the day of death, each permanent dispatcher shall be granted the following five (5) calendar days off without loss of pay in the event of a death in his or her immediate family. “Immediate Family” shall mean and include the following: Mother, Father, Spouse, Child, Brother, Sister of the employee or of the employee’s spouse, and other relative residing with the employee, and in the event of a death of a person whereas the employee is solely responsible for all funeral arrangements for the deceased.

Section 2 – Bereavement Leave of three (3) days for Mother/Father in law, Grandparents, Grandchild, Brother-in-law, Sister-in-law of the employee or of the employee’s spouse.

Section 3 – Bereavement Leave of one (1) business day off shall be granted in the event of death of the employee’s Aunt, Uncle, Niece, Nephew, Cousin and all other relatives of the employee or of the employee’s spouse.

Section 4 – The Chief of Police, or his designee, may grant when need is known an additional bereavement leave up to three (3) days.

Section 5 – A Dispatcher on Bereavement Leave will not receive a refusal on extra duty lists.

ARTICLE 14

SICK LEAVE

Section 1 – Non-occupational sick leave will be granted to all dispatchers covered by this agreement on an “as needed” basis, subject to allocated time as outlined in the “Town of Billerica Employee by-laws”.

Section 2 – Any person utilizing sick leave for three (3) consecutive working days, or more and more and fifteen (15) or more total days in any fiscal year, may be required to provide a doctor’s certificate at the discretion of the Chief of Police or his designee, or any time the Chief believes a pattern of sick leave abuse exists

Section 3 – In order to be paid, a dispatcher is required to notify the officer in charge that he or she will be on sick leave prior to the start of his or her day shift, and must be at a location that is accessible to the Chief of Police or his designee during his assigned shift.

Section 4 – Members of the Bargaining Unit shall be granted up to (15) sick days per year, prorated according to the employees’ normal and established number of hours per week as the sick day allotment per year. Accumulation shall be limited to (180) days.

Section 5 – Sick Days – Add the following Sick Leave Incentive effective July 1, 2004.

0 sick days - \$500
 1 sick day - \$400
 2 sick days - \$300
 3 + sick days - \$0

Incentive will be paid the following Fiscal Year.

An employee who has been employed by the Town for one (1) year of service will receive the benefit. Payments will be made no later than August 1st for the prior fiscal year and prorated for an employee whose incentive is less than one (1) year. Part time employees will receive prorated incentive based upon their hours worked. Work related absences would not be used to determine whether an employee would receive the sick leave bonus.

Employees will still have the option of the day off every (6) months as currently written in the contract but not both and must declare prior to the start of the Fiscal Year.

Prorated language may be needed for employees who start mid-year.

Section 6 – Any employee hired prior to March 1, 2008 is eligible to sick buyback of (70) days at current rate of pay. Employees hired after March 1, 2008 are eligible to sick buyback of 50% of (140) days. Employees hired after November 18, 2013 are not eligible for sick leave buy back.

Section 7 - Each unit member on July 1st shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank and said contribution shall be matched one for one by the Town for the first 100 days contributed by the union. At the time of ratification of the contract the Town will allow each Union member to contribute three days to start the funding of the bank. It will then revert back to one day on July 1.

The Town shall make a one-time start-up contribution of eighty (80) days upon execution of this agreement to zero the current negative balance.

Employees shall not be obligated to contribute if on any July 1st the bank has reached its cap of two hundred (200) days.

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.

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

In order to be eligible to draw from the Sick Leave Bank, the employee must:

- a) have been employed for at least one year;

- b) have exhausted all of their available sick time, vacation time and personal days in order to be eligible to draw from the Sick Leave Bank;
- c) verify said illness or injury in accordance with the provisions outlined in Article 6, 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, repay the sick bank, and prevent a recurrence of the disability including continued treatment for problems contributing to the disability.

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.

The Treasurer's Office will administer the sick bank for the Dispatchers union.

ARTICLE 15

Family Leave and Medical Act

This section incorporates the Federal Family Leave and Medical Leave Act, Small Necessities Leave Act of 1998 and the Massachusetts Maternity Leave Act of 1972.

Section 1: The Department Head and the Town Manager may grant an extension of the leave beyond twelve (12) weeks.

Section 2: While dispatchers retain prime responsibility to make arrangements that illness, or other incapacitation of family members do not interfere with their work obligations, up to five (5) sick days per year may be used for necessary care of a sick or incapacitated family member of the immediate family (parent, spouse, children or individual who the member has custody of and/or resides with the employee) in the event of an unforeseen event making it difficult to make other arrangements. The leave will include unanticipated daycare needs of the aforementioned individuals. The use of this section will not count towards the sick leave bonus in Article 14, Section 5.

Section 3: Employees who are taking FMLA for issues related to a family member (mother, father, brother, sister, child or anybody else who lives in the house) that is not the employee may use up to twenty (20) sick days per year. This time will need to be used simultaneous with FMLA benefits. If the need for FMLA is extended past twenty (20) days, the employee will need to use accrued vacation time simultaneous to the FMLA benefits. This leave can only be used for a family member's medical situation or birth/adoption and cannot be used in conjunction with sick bank.

Family leave time must be taken in full day increments or no less than half (1/2) day increments with the approval of the Town Manager or designee in emergencies.

The employee must inform his/her Department Head and the Human Resources Director in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.

ARTICLE 16

LEAVE OF ABSENCE

Section 1 – Definition: Leave of absence shall mean any time a dispatcher leaves his position as a dispatcher for any specific reason in which he or she is not receiving any salary or benefits from the Town, at the discretion of the Town Manager.

Section 2 – A leave of absence may be granted for three (3) month periods. An extension of up to one (1) year or any portion thereof may be obtained by notifying the Town in writing stating specific reasons why such leave is needed. Such leave shall not exceed one (1) year unless authorized by the Chief of Police, or his designee, and the Town Manager.

Section 3 – Leaves of absence will not be considered as broken employment.

ARTICLE 17

SUBSTITUTION/REPLACEMENT

Section 1 – A dispatcher shall be granted special “swap” leave with pay for a day or any portion thereof for which he is able to secure a substitute. The Department is notified in writing by the dispatcher seeking such “swap” as to the date and tour of duty and the dispatcher replacing him or her.

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Section 2 – Such substitution does not impose any additional cost on the employer.

Section 3 – Dispatcher seeking such “swap” shall be required to give at least twenty-four hours’ notice. In case of an emergency the Chief of Police or his designee may waive the notice requirement.

Section 4 – Neither the Department nor the Town is held responsible for enforcing any agreements made between dispatchers. Dispatchers seeking such a “swap” shall be responsible for the employer for coverage and any financial obligation arising out of the agreement made between dispatchers.

ARTICLE 18

SENIORITY

Section 1 – Seniority shall be based on the length of time in service. In case of two or more dispatchers with the same start date, seniority will be determined based on testing scores on the dispatcher’s employment application process.

Section 2 – Seniority shall begin on the date of regular time appointment to the emergency services telecommunications position. Seniority shall be observed for bidding on vacations and shift assignments.

ARTICLE 19

SHIFT ASSIGNMENTS

Section 1 – A shift shall consist of eight (8) hours of regular assigned tour of duty.

Section 2 – Shifts shall be bid in May for the following July 1 and again in November for the following January 1, of each year to Commence the first week of July. All assignments to shifts shall be posted on the bulletin board. Senior dispatchers bidding for one shift to another shall take the open position available or the position of a junior dispatcher leaving said shift. Dispatchers may not bid group to group. Part-time Dispatchers will be assigned shifts.

Section 3 – When an open position becomes available, between bid cycles; the position shall be posted for two weeks. The senior dispatcher bidding shall be assigned to the position.

Section 4 – The Chief may veto a shift bid and make a change to a shift bids in the best interest of the Department.

Section 5 – The Department will offer swing shifts too during shift bids provided the appropriate number of personnel are available to bid and subject to approval of the Chief.

ARTICLE 20

WAGE SCALE

As of July 1, 2025, a new wage scale will be effective (See Addendum). Any new dispatcher may be hired up to step 6 based on experience, market conditions, and need within the unit. .

As of July 1, 2025, current dispatchers will be credited one year on the step schedule for every two years of previous dispatch experience up to six years of previous experience. Each member will stay in that step for two anniversary dates. After that, they will continue through the step schedule.

Effective July 1, 2005, any member of the bargaining unit who is a certified EMT will receive a \$600 EMT allowance. Certification must be maintained in order to receive the stipend.

Add the following language as part of the requirements of the job and condition of employment, all members of the bargaining unit must be EMD certified and Automatic Defibrillator Certified and Epipen Certified. All certifications must be maintained and the Town will provide the training to each bargaining unit member. On July 1, 2004 only, \$300 will be added into their base pay in recognition of the new certifications.

Wage Increase:

July 1, 2025-----0 % increase

July 1, 2026-----0% increase

July 1, 2027-----0% increase

The union may reopen this agreement if another general government (ie: not a school department union) bargaining unit receives a cost-of-living adjustment which is greater than the cost of living adjustment agreed to by the parties in this memorandum of agreement. This reopener only applies to cost-of-living adjustments agreed to by the Town that apply to wage scale/schedules. If a union receives a higher percentage COLA in exchange for some other concession, the Town will have the right to propose a comparable concession in any reopened discussions.

Quality Assurance/Quality Improvement Officer shall receive a weekly stipend of \$30.00

CAD Administrator shall receive a weekly stipend of \$30.00

All members that are EMD certified shall receive a weekly stipend of \$24.00

ARTICLE 21

RETIREMENT INCENTIVE

1. Early retirement incentive shall, within the appropriation provided, be paid to a dispatcher who has completed at least ten (10) years' service with the Town of Billerica and intends to file for regular retirement. The employee must also meet the established requirements of twenty-five (25) hours per week as his/her normal and established workweek.
 - a. An employee shall receive a ten percent (10%) salary increase if retiring after age sixty (60) but before age sixty-two (62). This retirement incentive shall not apply to sick and vacation buyback.
 - b. An employee shall receive a fifteen percent (15%) salary increase if retiring after age fifty (50) but before the age of sixty (60). This retirement incentive shall not apply to sick and vacation buyback.
 - c. The percentage increment shall be paid over the last twelve (12) months of employment.
 - d. An employee, anticipating retirement, shall notify the Town Manager, his/her designee, or appointing authority, whichever is applicable, in writing, at least twelve (12) months prior to the proposed retirement date.
 - e. An employee shall complete the "Notification of Proposed Retirement and Authorization for Payroll Adjustment" form, and submit copies of such form to the appointing authority, Personnel Board and the Town Manager.

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2. An employee shall not submit more than one (1) Retirement Incentive Form nor receive more than one (1) retirement incentive compensation from the Town.
3. An employee satisfying the requirements of Section XV, shall be granted compensation pursuant to the applicable percent be (10% or 15%) and such compensation shall be increased proportionately by any wage and salary percentage increase that may be granted.
4. An employee remaining in the service of the Town, while collecting compensation under this section, after the proposed retirement date, shall have his/her salary/wages adjusted accordingly to reflect the retirement incentive compensate paid during this retirement notification period.
5. The Town shall adjust the employee's salary/wages to discontinue the retirement incentive pay effective the first business day after the proposed retirement date.
6. The Town, deemed necessary shall make deductions and adjustments in the employee's salary/wages to recover the incentive paid to the employee, in accordance with an established schedule determined by the Town.

7. Upon the death of said employee, his/her incentive shall be adjusted for the number of weeks worked prior to the event of death with the appropriate incentive percentage and shall be paid to his/her estate. If the Town removes this retirement incentive, from the Personnel By-Law, the Town may request in writing and the Union will agree that the parties will re-open this agreement to negotiate this article only.
8. Optional to the Employee, an employee with (25) years of full time serviced 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 (30) 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 may be required to provide a Doctor’s certificated 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 the Retirement Incentive benefits outlined in Article 20 Sections 1-7. 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.

(Section 1-7 will be Option A for retirement and above will be Option B; it will be one or the other)

ARTICLE 22

BULLETIN BOARDS

The Town shall permit the use of a bulletin board located in the Communications Center within the Billerica Police Station for the posting of notices concerning unit business and activities. The Town shall provide and maintain such a bulletin board.

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ARTICLE 23

UNION BUSINESS

Section 1 – The unit shall agree to have weekly dues deducted from the wages of each participant who has signed an authorization form provided by the unit and presented to the Treasurer of the Town of Billerica in accordance with the provision of Section 17A Chapter 180 of the General Laws. The dues will be as determined by NEPBA Local 105.

Section 2 – An Agency fee shall be established for non-members and shall be ninety percent of the weekly dues.

Section 3 – Union officials will be allowed to attend Monthly NEPBA meeting and the convention, however, 1 official may be allowed up to 4 hours per month for monthly meetings and 2 officials may be allowed to attend the convention up to 3 days, any additional attendance is subject to department manning levels.

Section 4 – Union officials are the President, Vice President, Secretary and treasurer; The Union shall notify the Town of changes in union Officials.

ARTICLE 24

LABOR LAWS

The Town and the Unit shall recognize and adhere to any and all State Labor Laws, Rules, and regulations relative to employer/employee relationships and responsibilities.

ARTICLE 25

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1 – A yearly uniform allowance shall be granted to purchase uniforms and other necessary equipment and the allowance shall be for all permanent dispatcher \$800.00 annually

Section 2 – Effective upon agreement, the clothing allowance will be \$400.00 per year through a voucher system and \$400.00 cash.

Section 3 – The official uniform will be agreed to by the unit with the approval of the Chief of Police and/or his designee. No uniform part(s) will be required that have not been provided for.

ARTICLE 26

SHIFT DIFFERENTIAL

Section 1 – All dispatchers whose duty shift encompasses the hours of 1500-2300 (3pm-11pm) shall receive an additional \$40.00 per week. All dispatchers who work from 2300-0700 (11pm-7am) shall receive an additional \$50.00 per week. Any Dispatchers working overtime on a night shift encompassing the hours of 1500-2300 (3pm-11pm) shall receive an additional \$10 per shift and for any dispatcher working overtime from 2300-0700 (11pm – 7am) shall receive an additional \$12.50 per shift. Any dispatcher assigned to a swing shift shall receive \$50.00 per week.

Section 2 – A dispatcher whose duty shift crosses established shift times will be paid the appropriate additional rate applicable to the second or third shifts.

ARTICLE 27

WORK WEEK

Section 1 – The normal work week shall be four continuous days of duty followed by two consecutive days off.

Section 2 – A duty shift shall consist of eight hour and fifteen minute shifts. A dispatcher shall not normally be required to work more than one regular shift in a twenty-four hour period or on his normal day off except in cases of emergencies.

Section 3 – Shifts shall be 0645-1500 (“B” Shift), 1445-2300 (“C” Shift) and 2245-0700 (“A” Shift). A day shall commence at 2245 and end at 2300 on the following calendar day.

Section 4 – One forty-five minute period will be allowed for meals, which will be taken at a time arranged with the officer in charge, for each eight hour and fifteen minute shift.

Section 5 - When Town Hall is closed for an unanticipated purpose determined by the Town Manager, any Dispatcher still required to work will receive one compensatory day that must be used within the Fiscal Year received. This benefit shall only be allowed once per fiscal year.

ARTICLE 28

OVERTIME AND CALLBACK

Section 1 – Overtime shall mean any time a dispatcher works beyond his normal workday or week. After that he shall be paid at time and one-half his hourly rate based on his weekly salary for each hour or portion thereof worked.

Section 2 – All time worked over eight hours a day will be paid at one and one-half pay. Anytime a dispatcher is required to stay beyond the end of his duty shift, he shall be paid one hour at a time and one-half his hourly rate for each hour or portion thereof spent over his eight hour shift.

Section 3 – Call Back shall mean anytime that a dispatcher is called to work other than his normal scheduled shift. A dispatcher called back to work shall be guaranteed a minimum of four hours pay at time and one half.

Section 4 – Replacement of dispatchers for overtime purpose shall be made from the list of permanent dispatchers first, before a patrolman is offered an overtime shift to perform the dispatch function. A separate list

will be established for mandatory overtime assignments if required. The part time dispatcher will receive time and one half for any mandatory overtime only.

Section 5 – All overtime shall be assigned in rotation so that each officer shall have an equal opportunity for available work within the total group.

Section 6 – A dispatcher shall be allowed to work a maximum of sixteen hours in a twenty-four hour period.

Section 7 – Any assigned shifts may be “swapped” in accordance with Article 11 “Substitution”.

Section 8 – The Town and the Police department shall not at any time be obligated or otherwise required to fill any vacancy or shift. However, the Town and the Department shall endeavor to maintain staffing levels based on the health and safety of the unit, and the community.

Section 9 – At no time may a dispatcher replace him or herself in an overtime position.

Section 10 – Any dispatcher who is required to attend court on behalf of the Town and who is not assigned to work a shift during that time will be paid one and one-half pay for their time in Court.

ARTICLE 29

TRAINING

Section 1 – Training shall refer to training schools for skills courses. Said course shall not be normal college course. These will include, but are not limited to, annual CPR certification, APPC certification, First Responder certification, and Emergency Medical Dispatching.

Section 2 – The Town agrees that the Police Department will maintain the responsibility for training and equipping the emergency services communications staff, and will provide all materials so as to reduce the chances of a dispatcher being unprepared to respond to a call.

Section 3 – All training shall be open to the entire dispatch staff. All dispatchers shall receive a minimum of 16 hours training per year in addition to training and or courses required to keep certifications current.

Section 4 – The Town will reimburse an employee up to \$750 per employee per year for job related courses or training successfully completed. The courses or training must be pre-approved by the Chief of Police or his designee.

Section 5 – Any current dispatcher who is assigned to field train a new employee will receive \$50 per week during this added assignment (or \$25.00 per shift if not assigned a full week) a maximum of \$250 per dispatcher assigned will be allowed.

ARTICLE 30

LONGEVITY

Effective July 1, 2004 Longevity shall be:

After 5 years-----	\$1083
After 10 years-----	\$2,100
After 15 years-----	\$2,800
After 20 years-----	\$3,300
After 25 years-----	\$3,800
After 30 years-----	\$4,100

ARTICLE 31

RECORDS

The Police Department will keep current a list of all certifications held by each individual dispatcher. Training certificates will be provided upon completion of any training course or assignment.

Nothing derogatory may be entered into a dispatcher's personnel file or folders unless both the dispatcher and the unit are informed of said entry and allowed to have a hearing before the Chief of Police and the Town Manager. Any dispatcher may upon request review any and all records maintained by the Department and or the Town in his or her file.

ARTICLE 32

SEVERABILITY

Any article or section of this agreement that is found by a court of competent jurisdiction to be in violation of any laws or in any other way unenforceable shall be severed from the agreement, and all remaining articles and sections shall not be affected.

ARTICLE 33

If the Town Combines Dispatch with Police and Fire to become a central location this agreement will be reopened for this discussion only.

ARTICLE 34

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 one hundred (180) 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 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 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.

During the probationary period a dispatcher will remain on the probation salary step and shall upon completion of probation move to salary step one.

ARTICLE 35

DRUG TESTING

The Drug testing policy of Police employees has been accepted by the Dispatchers Union including random, reasonable suspicion and posy incident.

Miscellaneous items section:

The Union agrees to the Town proposal for Bi-weekly pay. The Union also accepts the medical insurance co-pay changes of \$5-\$10 for doctor visits and \$25-\$100 for emergency visits.

The Town shall allow Union Members the use of a Town vehicle for travel while on town business as approved by the Chief. If Town vehicle is not available the Town shall reimburse the Union Members for use of their vehicle at the current "IRS" rate as approved by the Chief.

Addendum

Wage Scale as of July 1, 2025

1.00	2.00	3.00	4.00	5.00	6.00	7.00	
27.00	27.54	28.09	28.65	29.23	29.81	30.41	
8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00
31.01	31.63	32.27	32.91	33.57	34.24	34.93	35.63