



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

NEW ENGLAND BENEVOLENT ASSOCIATION – 5B

July 1, 2022 to June 30 2025

ARTICLE 6

ARTICLE I

RECOGNITION

The employer recognized the New England Police Benevolent Association, Inc. as the sole and exclusive bargaining agent for the purpose of establishing conditions of employment and benefits for all permanent regular police officers of the Billerica Police Department. The Chief of Police shall be excluded from membership in the bargaining unit.

The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreements, with any group or individual for the purpose of undermining the unit or changing any condition contained in this agreement.

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

ARTICLE IA

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 union 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 union to future performance of any term or provision, and the obligations of the Town and the union to such future performance shall continue.

ARTICLE IB

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 of 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 of the employer in the performance of their duties.
2. To hire, promote, transfer, assign and retain employees in a position(s), 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. Shift assignments are subject to Article XIII Section 4.
5. To take whatever actions may be necessary to carry out its mission in emergency situations i.e., any 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.

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 subject to the provisions of M.G.L. 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 II

BULLETIN BOARDS

The employer shall permit the use of the bulletin boards located in the Police Station Guard Room by the unit for the posting of notices concerning unit business and activities. The employer shall provide and maintain such a bulletin board.

ARTICLE III

DUES

The union dues of employment covered by this agreement shall be deducted each week from the wages of each employee who has signed an authorization form provided by the union and presented to the Treasurer of the Town of Billerica in accordance with the provisions of Section 17A Chapter 180 of the General Laws. All employees covered by this agreement shall be required to pay an agency fee.

Pursuant to General Laws, Chapter 150E, Section 17B, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, each and every member of the bargaining unit shall pay the Local 5A and 5B N E P B A, an agency service fee which shall be proportionately commensurate with the cost of collectively bargaining and contract administration.

The agency fee shall be deducted on a weekly basis, shall be equal in amount to the sum set from time to time by the Union as dues, and shall be used solely for the purpose of paying expenses of collective bargaining.

Local 5A and 5B N E P B A agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for noncompliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

The Treasurer shall transmit all dues deducted and up-to-date listing from the payroll section each month in care of:

NEPBA, Inc.

NEPBA
7 Technology
102 Simucad Building
Chelmsford, MA 01863

ARTICLE IV

CIVIL SERVICE

The employer and the Unit shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions, where such jobs are applicable under Civil Service, to include the use of Assessment Centers for promotional exams. The impacts of the use of Assessment Centers for promotional exams will be subject to impact bargaining.

The Unit further reserves the right to represent employees under any such established procedure. Any employees not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

Subject to appropriations, the employee agrees that the departmental organizational structure will consist of, at a minimum, Chief, 9 Lieutenants and 10 Sergeants. Of these Lieutenants, 3 will be designated as the following: 1 Assistant Chief and 2 Division Commanders. The 3 positions are not Civil Service recognized positions but will be appointed by the Chief.

Subject to appropriations, the employer agrees to adhere to this reorganization structure and will fill any position(s) that shall become vacant subject to appropriations, within 120 days, if an existing list for these open positions is available. If a list does not exist, the Town agrees that an exam will be held at the next scheduled time from Civil Service.

The Town agrees to negotiate with the union, any changes to this departmental organizational structure.

The employer agrees to make appointments to all vacant Civil Service positions, up to and including the Police Chief in accordance with Civil Service rules and regulations.

The Town and Local 5B agree that if 5A settles their contract with additional provisions related to the elimination of civil service that 5B would have the opportunity to negotiate any provision of Civil Services that affects Superior Officers. When 5B accepts removal from Civil Service members will receive the same compensatory elements that 5A received for elimination of Civil Service.

ARTICLE V

BEREAVEMENT LEAVE

SECTION 1 – Starting with the day of death, each permanent employee shall be granted the following five (5) calendar days off without loss of pay in the event to a death in his/her immediate family.

“Immediate family” shall mean and include the following: mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchild, sister, brother, brother-in-law, sister-in-law, or any relative residing within said employee’s household.

SECTION 2 – Bereavement leave of five (5) days excluding days off shall be granted in the event of a child or spouse. Bereavement leave of five (5) days, excluding days off shall be granted in the event of death of a mother, father, father-in-law, or mother-in-law when such death occurs outside of New England.

SECTION 3 – Bereavement leave of three (3) days excluding days off shall be granted in the event of death of an aunt or uncle, or other in-law.

SECTION 4 – Bereavement leave of one (1) day excluding your day off shall be granted in the event of a relative not included above.

SECTION 5 – The Chief of Police may grant when need is shown an additional bereavement leave up to three (3) days.

SECTION 6 – Officers on bereavement leave shall not be charged with “refusals” on the overtime or detail list.

ARTICLE VI

SICK LEAVE

SECTION 1 – Sick leave of 15 days a year shall be granted to employees of the bargaining unit on July 1. Employees shall be allowed to accumulate unused sick leave to a maximum of 180 sick days. Members of the bargaining unit who have accumulated in excess of 180 sick days as of July 1, 2008, shall be capped at their present accumulation and shall access this annual 15 day sick leave allowance before using accumulated days. Upon death, line of duty, disability retirement, or retirement after fifteen years of service of a member of this unit, the Town will buy back up to 70 days of accumulated sick leave (1 day = 8 hours). However, officers hired after September 30, 2011 will not be eligible for sick leave buy back.

The Town will initially fund a sick leave bank for employees covered by this agreement with 100 days. Administration of the bank will be the responsibility of a Union appointed committee.

An annual bonus shall be paid in July for non-use of sick leave in the prior fiscal year as follows:

0 sick days with an accumulation of sick days which is at or above the 180 day cap	\$1,500.00
0 sick days with an accumulation of sick days with is under the 180 day cap	\$1,000.00

The annual bonus schedule (above) will be in effect for FY 12.

SECTION 2 – Any employee utilizing sick leave for three consecutive working days or more shall be required to provide a doctor’s certificate to the Police Chief. Any employee who is out on sick leave for 15 days in a fiscal year may be required to provide a doctor’s note for each sick day after the 15th or at any time when the Chief believes a pattern of sick abuse exists.

SECTION 3 - In order to be paid, an employee is required to notify the department that he/she will be on sick leave prior to the start of his/her tour of duty and must be at a location that is accessible to the Chief or his designee during his/her assigned tour of duty.

SECTION 4 – The parties agree that request for sick leave will be made at least one hour prior to the employee’s schedule reporting time except in a bona fide emergency. In the case of such claimed emergency, the employee shall furnish evidence of the emergency to the Chief.

SECTION 5 – Any employee that comes in contact with a person, place, or thing that is known or later found to be infected with communicable disease, shall have a report of such contact place in his or her personal file regarding such contact. This report shall be written by the officer in charge. Any and all costs incurred by the employee becomes of said contact will be paid by the Town of Billerica.

SECTION 6 - While NEPBA members 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. Section 2 shall also apply to this section.

ARTICLE VII

LEAVE OF ABSENCE

SECTION 1 – Definition: Leave of absence shall mean any time an employee leaves the department 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-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 (1) year unless authorized by the Chief of Police.

SECTION 3 – Leaves of absence will not be considered as broken employment. However, the time spent on such leave will not count towards longevity.

SECTION 4 – The provisions of the Family and Medical Leave Act of 1993 will cover all members of the Bargaining Unit.

ARTICLE VIII

PERSONAL AND OTHER LEAVE

SECTION 1 – Each employee 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 any holiday. Use of two

(2) personal days will be granted upon twenty-four (24) hours' notice; use of the third personal day will be upon forty-eight (48) hours' notice.

SECTION 2 – In order to attend the State Convention of the Massachusetts Police Association, the regional and national meetings of the NRPBA, the Town agrees that not more than two (2) members from any one (1) shift and not to exceed four (4) members in total, will be allowed to attend without loss of pay. Two officers from NEPBA B will be allowed to attend.

SECTION 3 – Maternity Leave – SEE MASSACHUSETTS GENERAL LAWS

SECTION 4 – An employee summoned for jury duty shall be granted leave with pay of allowed necessary time off with pay upon presentation of the appropriate summons to the Chief of Police. Any and all monies paid the employee by the Court for his presence at Grand Jury shall be turned over to the Chief of Police.

SECTION 5 – Additional time off given to other Town employees other than by contractual agreement shall also be granted to the Police Department Personnel. This time shall be considered time owed.

ARTICLE IX

VACATION

SECTION 1 – The vacation week shall mean seven (7) days exclusive of holidays or normal days off. Vacation shall be in accordance with Massachusetts General Laws, Chapter 41, Section 11A and 11 D, with regard to computation of the number of vacation weeks due to an employee. The employee may take his vacation by the week or by the day.

SECTION 2 – The vacation period shall be from the first day of July to the last day of June of the following year (fiscal year). Each employee shall be permitted to take at least two (2) weeks (calendar weeks) of vacation between June and September. The total complement of patrolmen on any given shift that are allowed vacation leave during the same period may be limited to thirty percent (30%) of the total patrolmen assigned to the shift.

SECTION 3 – The vacation schedule shall be posted by May 1st of each year. Posted also will be a list of officers by seniority and the number of his/her vacation days, starting the next fiscal year. Employees not bidding by June 1st may not claim seniority and remove a less senior employee from his vacation period.

SECTION 4 – An employee who is on sick leave for more than twenty consecutive work days shall not be entitled to vacation time until his return to active duty at which time vacation time will be prorated. An employee who is on injury leave under Chapter 41, Section 111F, for more than 180 consecutive calendar days shall not be entitled to vacation time until his return to active duty at which time vacation time will be prorated.

SECTION 5 – An employee on vacation for four (4) or more of his scheduled vacation days or on his days off before or following such vacation period and is required to appear in court shall be entitled to one (1) additional vacation day for each or any portion of a day he/she is required to appear in court.

SECTION 6 – An employee shall be entitled to an additional vacation day for each or any portion of a day when recalled to duty as a result of an emergency when on a vacation day or during a vacation period as in proceeding Section 5.

SECTION 7 – An employee may hold for later use in the following year ten (10) days of his/her vacation leave upon notification and agreement with the Chief of Police.

SECTION 8 – The parties agree that any employee who has completed fifteen (15) years' service as a member of the Billerica Police Department shall be entitled to an additional week off. Employees with twenty (20) years of service will receive an additional vacation day every year up to twenty-five (25) years of service (five (5) additional days).

ARTICLE X

HOLIDAYS

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

Labor Day	Martin Luther King Day
Columbus Day	Washington's Birthday (Pres. Day)
Veterans Day	Patriots Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Juneteenth
Christmas	Independence Day
	New Year's Day

SECTION 2 - An employee shall receive time and one-quarter pay for all holidays that encompass the fiscal year. Regular holiday pay shall be in two (2) lump sum payments; the first payment in December and the second payment in June, unless payment is requested in another manner after the holiday has been earned. An employee may be allowed to take the compensatory straight time at the discretion of the Chief of Police.

SECTION 3 – An employee who is on sick leave for more than twenty consecutive work days shall not be entitled to holiday time until his/her return to active duty at which time holiday time will be prorated. An employee who is on injury leave under Chapter 41, Section 111F, for more than 180 consecutive calendar days shall be entitled to holiday time until his return to active duty at which time holiday time will be prorated.

SECTION 4 – The employee working the following holidays will receive an additional four (4) hours' pay at the rate being received. These holidays will include Christmas, New Years, Thanksgiving, Christmas Eve (all shifts) and New Year's Eve commencing at 1600 hours (4:00 p.m.).

ARTICLE XI

SUBSTITUTION

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

SECTION 2 – Such substitution does not impose any additional cost on the Employer.

SECTION 3 - Employees seeking such “swap” shall be required to give at least twenty-four (24) hours’ notice. In case of an emergency, the Chief may waive this notice requirement.

SECTION 4 – Neither the department nor the employer is held responsible for enforcing any agreements made between employees. Employees seeking such a “swap” shall be responsible for the employer for coverage and any financial obligation arising out of the agreement made between the employees.

ARTICLE XII

SENIORITY

SECTION 1 – Seniority shall be by Civil Service Rules and Regulations unless specifically addressed by this agreement. Seniority shall be based upon rank and length of time in that rank. In case of two or more employees of the same rank having the same starting date, then the numerical position of the Civil Service list shall be used to make the distinction.

SECTION 2 – Seniority shall begin on the date of regular full time appointment to the Billerica Police Department. Seniority shall be observed for bidding on vacations and shift assignments.

ARTICLE XIII

SHIFT ASSIGNMENT

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

SECTION 2 – All shift assignments of regular employees shall be made with respect to rank and seniority. An employee shall not be assigned to more than one (1) shift and employees shall not be required to work a shift other than the one to which they are assigned except in an emergency. An employee shall not be required to work a split shift.

SECTION 3 – Shifts shall be bid May 1 – May 14 of each year to commence the first week of July and November 1 – November 14 of each year to commence the first week in January. All assignments to shift shall be posted on the bulletin board. Senior men bidding from one shift to another shall take the open position available or the position of the junior man leaving said shift. Officer may not bid from group to group on his own shift.

SECTION 4 – Any reassignment under Article IB (Management Rights) by the Chief must be documented why/how this reassignment is in the best interest of the Police Department. The Chief must show that

the reassignment is not arbitrary and capricious and violates no basic tenants of fairness to the individual affected by the reassignment.

SECTION 5 – When a line position becomes available, between bid cycles, the position shall be posted for two (2) weeks. The senior man bidding shall be assigned to the position. This section applies to all line positions.

ARTICLE XIV

RECORDS

SECTION 1 – The Chief of Police or his representative shall maintain a complete up-to-date record of all overtime, extra paid details, sick leave or injured leave, court time accumulation, and shall make said records available to an authorized representative of the unit upon the request of such representative.

SECTION 2 – The Chief shall maintain a policy whereby any and all injuries incurred by any department personnel while on duty will be reported in writing immediately or as soon as possible to the Chief of Police. The Chief will enter a written record of injury into the personnel file of the injured officer and will send a written report to the Town Treasurer within the prescribed time by the Retirement Board regulations. Any time lost from duty as a result of the injury will be entered as “injured leave” on all records contained within the department.

SECTION 3 – Nothing derogatory may be entered into an officer’s personnel file or folder unless both the officer and the unit are informed of said entry and allowed to have a Hearing before the Chief of Police in regards to it if they so wish.

SECTION 4 – Any officer may upon request review any and al records maintained by the department in his personnel file.

ARTICLE XV

COURT TIME

SECTION 1 – Court time shall be defined as any time an officer appears in court as a result of any action or involvement by him as a police officer.

SECTION 2 – Any time an officer is required to appear as a result of a subpoena for any action or involvement by him/her as a police officer, a four (4) hour minimum shall be paid for any court

appearance in Lowell District Court and Lowell Superior Court. An eight (8) hour minimum shall be paid for any court appearance outside the Lowell area. An additional hour shall be paid for each hour or any portion thereof spent over the minimum.

SECTION 3 – All court time shall be based at the one and one-half times the hourly rate of pay of the employee.

SECTION 4 – All court time shall commence by reporting to the court prosecutor or his designee either at the Police Station or Court and shall end with the return of the officer to the Police Station.

ARTICLE XVI

WAGE SCALE

The wage scale presently in use will be adopted with the following modifications: establish a new “academy” step that will be 8% less than step 1. Upon completion of the academy, the officer will advance to step 1. After one (1) year of service, including academy time, the officer will advance to step 2 etc. until step 5.

Upon completion of five (5) years of service, the employee will advance to step 5; ten (10) years to step 6; fifteen (15) years to step 7; twenty (20) years to step 8; twenty-five (25) years to step 9 ; and thirty (30) years to step 10.

Effective July 1, 2022, 4%

Effective July 1, 2023, 3%

Effective July 1, 2024, 3%

The Union shall receive a 1% increase on January 1, 2015 in recognition of full completion and maintenance of the requirements to satisfy the certifications toward the Massachusetts Commission on Accreditation Standards. The Union shall commit its full cooperation to the goal of attaining and maintaining accreditation from the Massachusetts Commission on Accreditation.

ARTICLE XVII

UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1 – A yearly uniform allowance shall be granted to purchase uniforms and other necessary equipment and the allowances shall be for all permanent officers.

SECTION 2 – A voucher system will be initiated.

Effective July 1, 2004 clothing allowance shall be \$1,000; effective July 1, 2005 - \$1,100.00.

Prior to June 1 of the current fiscal year, a bargaining unit member may draw up to \$300 in cash from their closing allowance if their allotment allows.

SECTION 3 – Effective July 1, 2005, new officers shall receive an initial uniform and equipment allowance of \$1,500 and no additional uniform allowance for the initial year.

SECTION 4 – Any officer receiving a promotion from one rank to another shall receive an additional 30% uniform allowance for that one year.

SECTION 5 – Officers shall be allowed up to \$200 of their clothing allowance to purchase clothing appropriate for court appearances.

SECTION 6 – The Town agrees to replace any article of clothing that is torn or destroyed in the line of duty.

SECTION 7 – The Chief may require documentation of uniform purchases.

SECTION 8 – The Town agrees to provide and maintain Night Sights for each officer.

SECTION 9 – A member of the bargaining unit may purchase text material from this account on a voucher system with prior approval from the Chief or his designee.

SECTION 10 – Each member of the bargaining unit will receive \$200 as a uniform cleaning allowance

ARTICLE XVIII

EDUCATION INCENTIVE

SECTION 1 - All current bargaining unit members who are presently receiving educational incentives at the full Quinn level as called for in Chapter 41, Section 108L of the General Laws shall continue to receive 10% of base wages for an Associate Degree, 20% for a Bachelor Degree and 25% for a Master Degree.

SECTION 2 – The intent of the Education Incentive is to attract and reward employees who have attained a degree that emphasizes critical thinking skills, as well as oral and written communication. Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Commission on Higher Education. Accreditation by any other outside accrediting authority will require consultation and approval by the Town Manager and Police Chief.

SECTION 3 - Officers shall receive Educational Incentive for degrees achieved in the following subject areas:

Criminal Justice – A.S., B.S., M.S.
 Criminology – A.S., B.S., M.S.
 Forensic Science – A.S., B.S., M.S.
 Psychology – A.S., B.S., M.S.
 Sociology – A.S., B.S., M.S.
 Social Work – A.S., B.S., M.S.
 Business Management – B.S.
 Business Administration – B.S.

Or any other degree which, in the opinion of the Town Manager in consultation with the Chief of Police, is relevant and beneficial to the duties and responsibilities of a Billerica Police Officer.

Programs granting degrees recognized for the purpose of this Article must be reasonably rigorous. Programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for life experience.

SECTION 4 – The Town agrees that for officers not receiving the full education incentive as called for in Chapter 41, Section 108L of the General Laws, an education incentive will be paid after the approval of this agreement at the 2024 Fall Town Meeting. Education incentives will not be retroactive.

After passage at Fall 2024 Town Meeting, officers not already receiving full Quinn benefits will be paid:

Associates Degree from an accredited college 10%
 Bachelor’s Degree from an accredited college 15%
 Master’s Degree from an accredited college 20%

On July 1, 2025, officers not already receiving full Quinn benefits will be paid:

Associates Degree from an accredited college.....10%
 Bachelor’s Degree from an accredited college.....20%
 Master’s Degree from an accredited college.....25%

Officers will receive educational incentive on holiday pay starting on July 1, 2025.

ARTICLE XIX

TERMINATION OF EMPLOYMENT

SECTION 1 – Whenever an officer permanently leaves the employment of the Billerica Police Department, all accumulated time such as vacation, court, holidays, and all other pay due the employee

shall be paid at the established rate of pay for that time. It shall be paid to the individual or in a case of his/her death to his/her estate.

SECTION 2 – A salary step increase shall be paid to an employee who has completed at least fifteen (15) years of service.

ARTICLE XX

NIGHT SHIFT DIFFERENTIAL

SECTION 1 – All employees whose tour of duty encompasses the hours of 1600 hrs. – 0800 hrs. (4:00 p.m. – 8:00 a.m.) and whose tour begins on or after 1600 hrs. (4:00 p.m.) shall receive an additional six percent (6%) of his/her base rate to the end of his/her tour of duty. All employees whose tour of duty begins on or after 0000 hrs. (12:00 a.m.) midnight will receive an additional eight percent (8%) of his/her base rate to the end of his/her tour of duty (effective January 1, 2006)

SECTION 1A – Effective July 1, 1995 shift differential will be paid on overtime.

SECTION 2 – An employee whose tour of duty embraces two different periods will be paid the appropriate additional rate applicable to either the second or third tours: e.g. an employee working ten p.m. to six .am. (10:00 p.m. – 6:00 a.m.) would receive an additional six percent (6%) of his/her base rate from 10:00 p.m. to 12:00 a.m. and an additional 8% of his/her base rate from 12:00 a.m. to 6:00 a.m.

SECTION 3 – An employee who is on sick leave for more than twenty (12) consecutive work days shall not be entitled to the shift differential until his/her return to active duty at which time shift differential time will be prorated. An employee who is on injury leave under Chapter 41, Section 111F, for more than 180 consecutive calendar days shall be entitled to shift differential, as it was bid at the time of injury, until his/her return to active duty.

ARTICLE XXI

WORK WEEK

SECTION 1 – The normal work week shall be four (4) continuous days of duty followed by two (2) continuous days off. The work week for other personnel such as Criminal Bureau, Traffic, and records shall be determined by the Chief of Police and shall equal the same number of days off as line personnel.

SECTION 2 –A work day shall consist of eight (8) hour shifts or tours of duty. A shift of tour of duty shall consist of one eight (8) hour period during a twenty-four (24) hour period. An employee shall not normally be required to work more than one regular shift in a twenty-four (24) hour period or on his normal day off except in case of emergencies.

SECTION 3 – Shifts shall be midnight to eight a.m. (12:00 a.m. – 8:00 a.m.); eight a.m. to four p.m. (8:00 a.m. – 4:00 p.m.); and four p.m. to midnight (4:00 p.m. – 12:00 a.m.). A day shall commence at midnight (0000 hours) and end at midnight (2400 hours).

SECTION 4 – One-half (1/2) hour for each eight (8) hour tour will be allowed for meals, which may not be taken at any specific time but assigned and allowed during the tour of duty all officers shall remain in full radio contact. Police service calls shall take priority over meal time.

ARTICLE XXII

OVERTIME AND CALL BACK

SECTION 1 – Overtime shall mean any time an employee works beyond his normal work day or week. Then he/she shall be paid at the time and one-half his/her hourly rate based on his/her weekly salary for each hour or portion thereof worked. An officer may be calculated at time and one-half hours for each hour worked.

SECTION 2 – All time worked over eight (8) hours a day will be paid at one and one-half pay. Anytime an officer is required to stay beyond the end of his tour, he shall be paid one hour at a time and on-half his hourly rate for each hour or portion thereof spent over his eight hour shift.

SECTION 3 – Call back shall mean anytime an officer is called to work other than his normal scheduled shift. An officer called back to work shall be guaranteed a minimum of four (4) hours pa at time and one-half. Four staff meetings per year shall not be subject to the minimum four (4) hours referenced in this article, instead a two (2) hour minimum shall apply.

SECTION 4 – Replacement of personnel for overtime purposes shall be made within rank, unless no officer within the rank is available. Then a replacement shall be made from the next subordinate rank.

SECTION 5 – All overtime shall be assigned in rotation so that each officer shall have an equal opportunity for available work within his rank or position.

SECTION 6 – An officer shall be allowed to work twenty (20) hours in a twenty-four (24) hour period, but shall not exceed said twenty (20) hours, unless an unforeseen court case develops.

SECTION 7 – An officer may not swap an assigned overtime shift. A special assignment for which overtime is paid for compensation is received, regardless of funding source or other compensation shall be charged to the employee on the rotation schedule. An officer that is permanently assigned a double shift may not be allowed overtime for the prior or the following shift of a double but shall be marked as working on the overtime rotation schedule.

SECTION 8 – “The Town and the department shall not at anytime be obliged 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 department and the budget consideration of the Police Department.”

SECTION 9 – An officer shall be allowed to work overtime with the exception of replacing himself/herself or as stated in section 8.

SECTION 10 – Elected Union officials shall be credited with a “working” on the overtime list when conduction Union Business.

SECTION 11 – An officer who is out sick cannot work an overtime shift for following two shifts.

ARTICLE XXIII

DUTY ROSTER

SECTION 1 – A duty roster shall consist of a list of names of all officers wishing to work overtime on the Police Department. Officers may not be allowed to work overtime if they have not successfully completed CPR, firearms training, or in service training, which have been made available and fully paid for by the Department.

SECTION 2 – There shall be three (3) lists: one for Patrolmen, one for Sergeants, and one for Lieutenants. Said list shall be posted on the bulletin boards. The officers shall then be called in rotation from each of these lists. Said lists shall not include permanent intermittent or special police officers.

SECTION 3 – The call list presently in use will remain in effect for the duration of this agreement.

ARTICLE XXIV

EXTRA PAID DETAILS

SECTION 1A – The detail rate shall be based on the mean salary of a patrolman at time and one-half. The mean shall be the difference between the maximum and the possible maximum salary

SECTION 1B – The detail rate for strikes, labor disputes or work stoppages shall be double the detail rate.

SECTION 1C – the rate shall be to the next highest quarter dollar.

SECTION 1D – An officer in charge of a detail of three or more men shall receive an additional three (3) dollars per hour. A rate of one (1) dollar per hour shall apply to municipal projects.

SECTION 1E – The detail rate can be lowered by a majority vote of the union body.

SECTION 1F – The number of detail lists may be increased by mutual consent of the Police Chief, or his designee, and the Union. If mutual consent is not reached, then the number of lists will not be increased.

SECTION 2 – Police details shall guarantee the officer reporting for the assigned detail work a minimum of four (4) hours pay. Anyone working any detail lasting over four (4) hours will be paid up to and including the last hour or any portion thereof worked.

SECTION 3 – Details not cancelled until the hour of assignment shall pay the minimum four (4) hours pay. If a detail lasts eight (8) hours or longer, the rate of pay for all hours worked after the eighth hour shall be time and one-half the “detail rate” of pay.

SECTION 4 – Detail lists shall be posted containing the assigned details and the officers assigned to them. Said lists shall be posted on the bulletin board before Friday of each week for the following week. Details that become available after the list has been posted shall be assigned from the call list by the shift steward. A separate details list shall be posted on the bulletin board for liquor establishments.

SECTION 5 – REMOVAL FROM DETAIL LIST – An officer may be removed from a detail list for an infraction of a rule or regulation committed while working said detail. Before any officer is removed from the detail list, the officer involved must be informed and shall be entitled to conference with the assigning authority. If this fails to resolve the problem, then the regular grievance procedure will be followed.

SECTION 6 – Detail assignments such as for another town, department, government, or state body, individual group, corporation, company, organization or license/permit issued by the Town of Billerica shall be assigned by the Billerica Police Department. All details shall be assigned in rotation. Only when all regular officers have refused or are unavailable to work a specific detail then a retired or intermittent officer may be assigned. When no retired/intermittent officer is available, a special officer can be assigned. Anyone working a detail not having been assigned by the Billerica Police Department shall be removed from the detail list until a hearing can be held between the unit and the assigning authority. Whenever three or more officers are assigned to a detail, the senior officer shall be designated as in charge of said detail. When a detail is requested at the scene of a strike or demonstration, a minimum of four (4) police officers shall be required at any post where there are or may be strikers, picketers, or demonstrators.

SECTION 7 – A person other than a regular police officer may not direct traffic on any public way unless assigned to it by the Billerica Police Department as a detail officer. The only exception shall be school crossing guards and auxiliary police when operating on their normally assigned functions. A way is any road to which the public has a right to access. A lane is a section of that way which a vehicle normally travels.

The following roads shall have a detail officer whenever a condition is created by men or vehicles on a way which is blocking at least one-third (1/3) of the traveled part of the lane.

Allen Road	Boston Road
Bridle Road	Andover Road
Lake Street	Nashua Road
Cook Street	Lexington Road
Billerica Avenue	High Street
Pond Street	Pollard Street
Salem Road	School Lane
Rogers Street	Treble Cove Road
Route 129	Mt. Pleasant Street
Concord Road	Rangeway Road
Baldwin Road	River Street
Oak Street	Middlesex Turnpike
Lowell Street	

Or any other road where the safety officer or the officer in charge of the shift believes a detail officer is needed.

SECTION 8 – Effective 7/1/97 the detail rate for municipal projects for any town publicly funded construction project exceeding \$100,000 in total cost shall be two (2) dollars less than the established detail rate.

SECTION 9 – A special two (2) hour detail may be arranged, upon mutual agreement as to the conditions. The type of detail should be on a regular schedule with the rate as established for strikes.

SECTION 10 – A premium detail rate shall be established based upon double time the detail rate. This rate shall be for the following holidays: Christmas, Christmas Eve, New Years, New Year's Eve, Thanksgiving, Thanksgiving Eve, Independence Day, Independence Eve, and the last working day before Christmas.

SECTION 11 – The hourly rate for all alcohol related details shall be five (5) dollars above the established detail rate.

SECTION 12 – Whenever gaming of any type, other than Bingo, or the Massachusetts Lotteries is licensed, it shall be required that a police officer be on duty during the hours of such operation.

SECTION 13 – Elected union officials shall be credited with a “working” on all detail lists when conducting union business.

SECTION 14 – An officer working a road detail shall be paid a minimum of eight (8) hours if the detail continues after four (4) hours. An officer choosing to work only a portion of the available hours shall be paid only for the hours worked.

SECTION 15 – NIGHTS/WEEKENDS/HOLIDAYS

SECTION 15A – A premium rate for a road detail shall be established at time and one-half the detail rate. This shall be effective between 1800 hours (6:00 p.m.) and 0600 hours (6:00 a.m.)

SECTION 15B – This same rate shall also apply for Saturdays and Sundays.

SECTION 15C – The rate for holidays shall be twice the detail rate

SECTION A6 – STRIKES/DEMONSTRATIONS/WORK STOPPAGES/LABOR DISPUTES

SECTION 16A – When a detail is requested at the scene of a strike, demonstration, work stoppage or labor dispute, a minimum of four (4) police officers, three (3) Patrolmen and one (1) superior officer shall be required at any post where there are or may be strikers, picketers, or demonstrators. The officer in charge shall receive three (3) dollars more per hour.

SECTION 16B – Where multiple posts exist at the same location, only two (2) officers need be added for each additional location, provided such posts are in close proximity to each other.

SECTION 16C – Any detail requested by or for a company which is in a labor dispute shall pay the strike rate. The four main minimum may be waived for an inside security or a traffic post

SECTION 16D – A premium detail rate shall be established for Saturdays and Sundays. This shall be based upon time and one-half the strike rate.

SECTION 16E – The rate for holidays shall be twice the strike rate.

SECTION 17 – Effective July 1, 1997, all details will be paid four (4) weeks from billing date.

ARTICLE XXV

SAFETY AND EQUIPMENT

SECTION 1 – A safety committee of three (3) of the union members shall meet with the Chief at least once a month to discuss and make recommendations for improvements of general health and safety of employees. Any equipment or materials of a value or one hundred dollars (100.00) or less that is mutually agreed upon with the Chief and the committee shall be considered as a negotiated item, and may be entered into the budget as such. Section 1 will not be grievable.

SECTION 2 – Equipment shall mean all necessary equipment that is necessary for an officer to operate in a safe and efficient manner. All cruisers shall be standard (full) size with air conditioning. Cruisers shall be equipped with shot gun racks, shot guns, first aid boxes, blankets and flares. All cruisers shall be equipped with a device to separate the operator in the front seat from any prisoners in the rear seat. Patrol supervisor and dedicated traffic vehicles are exempt from having cages. All cruisers will be equipped with spot lights and the Town will provide and maintain night sights for each officer.

All necessary equipment shall be purchased and owned by the Town. Items shall include, but not be limited to, pens, batteries, flashlights, handgun, nightstick, mace, capstun bullets and handcuffs. Said items shall be issued to each officer as necessary. The Town will further supply and rectify bullet proof vest for all officers.

SECTION 3 – The Police Station or any office within shall not be used as a public meeting area or forum unless it is specifically to conduct police business without first obtaining written permission from the Chief of Police.

SECTION 4 – All officers shall abide by the rules and regulations articulated in the BPD Body Armor Policy, as directed by the U.S. Department of Justice, for bullet resistant vests, effective September 30, 2011.

ARTICLE XXVI

SCHOOLS

SECTION 1 – Definition: Schools shall refer to training schools for skill courses only, and for which salary compensation is not received in any other manner. Said course shall not be normal college course or interdepartmental training.

ARTICLE XXVII

TRAINING

SECTION 1 – The Town agrees that the Police Department will maintain a policy of training and equipping officers with all necessary materials so as to reduce the chances of an officer being injured in the line of duty. All schools shall be open and posted for bids at the discretion of the Chief of Police. Each regular police officer on the department shall receive an average minimum of four (4) hours interdepartmental training per month, some or all of which may be conducted during regular duty hours. New and temporary police officers shall not be assigned regular duty until they have completed at least twenty (20) hours of interdepartmental training. Said training shall not be required for special or intermittent police officers who only work extra details.

SECTION 2 –A training officer and curriculum shall be established and maintained. Said program shall consist of, but not be limited to, the following: criminal law, public relations, first aid, report writing, traffic enforcement, crime scene search, court procedure, and narcotics.

ARTICLE XXVIII

DISCIPLINE

SECTION 1 – Discipline shall refer to any type of punishment such as written reprimand, suspension from duties, removal from overtime and detail assignments, or extra duty.

SECTION 2 – No officer may be disciplined in any manner for any infraction of a rule or regulation made by the Department unless he/she has first received in writing a copy of said order either commanding or forbidding said act to be done. (Exception: unless such act is a crime in itself.)

SECTION 3 – No rule, regulation, or order is to be so broad as to have its meaning misunderstood or misinterpreted, but shall spell out the type of infraction (example: conduct unbecoming a police officer).

SECTION 4 – Extra duty as punishment without pay may not be given to any officer on a normal day off, or while on vacation or holiday.

SECTION 5 – The Department shall not institute any alcohol or drug testing program without first negotiating with the unit.

ARTICLE XXIX

GRIEVANCE PROCEDURE

A "grievance" is hereby further defined to mean a complaint by an officer or group of officers that is based upon an alleged violation of, or an alleged variation from, the provisions of the contract, or the interpretation, meaning or application thereof, and an aggrieved employee is a person or group of persons making such a complaint through the formally prescribed channels of this contract.

STEP 1 – Grievance shall be first presented informally by the employee and/or the unit representative to the Chief or his designee involved and that an earnest effort shall be made to adjust the grievances in an informal manner.

STEP 2 – If the grievance is not resolved in step one, the grievance shall then be reduced to writing by the unit and presented to the Chief of Police. The Chief shall meet with the grievance committee within ten (10) days from the date that the grievance is presented to him and shall answer the grievance in writing within five (5) days after the meeting.

STEP 3 – If the grievance is not resolved in step two, the grievance committee may refer the complaint to the Town Manager within ten (10) calendar days from the receipt of step two's answer, exclusive of Saturday, Sunday or holiday. The Town Manager shall meet with the grievance committee within ten (10) calendar days to discuss the grievance and shall answer the grievance in writing within ten (10) days after the meeting ends.

STEP 4 – If the grievance is not adjusted satisfactory in step three, it may therefore be submitted within thirty (30) days to the American Arbitration Association or to the State Board of Conciliation and Arbitration in accordance with its rules. All grievances beyond step one shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. Both the Union and the Town may agree to extend the time period upon mutual consent. The dispute as stated in the request for arbitration shall constitute the sole and entire matter to be heard by the arbitrator, unless the parties agree to modify the scope of the Hearing.

The award of an arbitrator shall be final and binding upon the unit and the employer and the aggrieved employee and the cost of arbitration shall be shared equally by both parties.

Any dispute arising between an employee and the employer which is submitted as a grievance for resolution under this Agreement if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission. Any of the time limits outlined in the agreement may be changed at any time by mutual agreement of the parties. Any grievance not presented within the time specified shall be presumed to be waived.

ARTICLE XXX

NEWLY HIRED OFFICERS

SECTION 1 – As a condition of employment, all new permanently appointed officers shall attend and successfully complete a basic recruit training course. Officers will receive forty (40) hours straight time pay while attending this course. No overtime pay will be paid for the duration of the attendance at this course.

SECTION 2 – New police officers may be assigned their duties by the Chief of Police until the first bidding following the end of their probationary period. They shall not be assigned to rotating shifts or floating shifts but may be assigned to different shifts during their probationary period, such assignment to a particular shift not to be less than one (1) month.

SECTION 3 – Any officer or intermittent police officer hired over and above the assigned complement of a shift without prior authorization from the Chief of Police or his representative, except in a designated emergency, shall not be paid until the unit has had a Hearing with the Chief of Police. Probationary police officers shall be entitled to all benefits in this contract. The unit shall not be responsible for a probationary officer until the end of his/her probationary period.

ARTICLE XXXI

UNIFORMS AND BADGES

SECTION 1 – Uniforms shall refer to the uniform worn by all regular police and intermittent police officers. Badges shall refer to any badge or shield with the word police on it.

The uniforms worn by all regular and permanent intermittent police officers shall be different and distinctive from uniforms worn by special and auxiliary police. Uniforms for any police shall be prescribed by the Chief of Police. The Town will provide members of the Bargaining Unit who are promoted to a higher rank with new badges.

SECTION 2 – The Town shall own all police identification and the Chief of Police shall be the only issuing authority for said identification and badges and they shall not be allowed to be purchased from a dealer by any individual officer. Upon termination all badges and police identification shall be returned to the Chief of Police. No police badges or identification shall be issued to any person who does not have an official function or standing.

ARTICLE XXXII

WAGES

SECTION 1 – All wages shall be based on a percentage of the maximum salary of a regular patrolman. The following schedule shall be used to determine the salaries of each rank.

SECTION 2 – A salary increase shall be granted and effective as follows:

FY23	-	4%
FY24	-	3%
FY25	-	3%

SECTION 3 – Sergeants, Lieutenants and Captain shall receive the maximum pay upon promotion.

Sergeants, when working out of grade as the OIC, will receive \$50.00 per 8 hour shift, on straight time, effective September 30, 2011.

ARTICLE XXXIII

SPECIALTY RATES

SECTION 1 – Specialty rates shall refer to an additional increase in pay for those officers presently assigned to special duties, or who perform an function in addition to the regular police duties, needing expertise, or special training.

SECTION 2 – The specialty rate shall be set at the following: A. \$60.00 per week; and B. \$50.00 per week. This shall then be added to the officer's base rate of pay. An officer may only receive one rate, A or B specialties, but when his expertise or training encompasses more than one field, he shall receive the next highest grade not to exceed the maximum allowed in Grade A. (Effective July 1, 2005).

SECTION 3 – The Chief of Police shall establish the criteria and appoint the officers according to the needs of the department up to an including Assistant Chief, Division Commander and to be chosen from the rank of Lieutenant.

SECTION 4 – Specialty rates shall be established for any of, but not limited to, the following:

- A. Inspectors, Safety Officer, Communication Officer, Car Seat Technician, Police Prosecutor, and Tactical Team Commander
- B. Firearms Instructors
- C. Assistant Chief 15% above current Lieutenant's rate (not to compute on overtime rate)]
- D. Other specialty needs as designated by the Chief of Police

SECTION 5 – The rate shall commence within thirty (30) days of the appointment to the position.

SECTION 6 - EMT and EMTI/Paramedic Annual Specialty Rates.

EMT

July 1, 2004 - \$1,000.00

July 1, 2005 - \$1,100.00

July 1, 2008 - \$1,400.00

EMT/Paramedic

July 1, 2004 - \$1,100.00

July 1, 2005 - \$1,200.00

July 1, 2008 - \$1,800.00

SECTION 7 - As a condition of employment, each member of the bargaining unit shall be certified in operating semi-automatic defibrillators. Each bargaining unit member shall maintain the certification at all times while employed by the Town.

All expenses required maintaining such certification shall be paid by the Town. All bargaining unit members shall receive effective July 1, 2004 and January 1, 2006, a 1% increase to their base salary for defibrillator (there shall be no further increase for defibrillator once this contract expires).

ARTICLE XXXIV

INSURANCE

SECTION 1 – The Town shall insure each employee against lawsuits for at least one million dollars (\$1,000,000.00). This would include, but not be limited to, false arrest, false imprisonment, accidents, or any other charges that may occur when the officer is performing his/her duties and acting within the bounds of his authority. The employee shall not be required to personally carry accident or liability insurance of any kind.

SECTION 2 – The percentage paid towards the cost of medical insurance coverage, by the Town, for a retired police officer shall not be less than that paid for any other retired employee.

SECTION 3 – Cafeteria Plan: The Town agrees to implement a so-called cafeteria plan effective December 1, 1993 for the pre-tax payment of medical benefit premiums.

ARTICLE XXXV

EVALUATION

A performance evaluation will not be implemented unless first negotiated with the unit.

ARTICLE XXXVI

PERMANENT AND TEMPORARY INTERMITTENT OFFICERS

No intermittent officer shall be assigned a regular shift. Intermittent officers will only be allowed to work when no regular officer is available. Intermittent officers may be allowed to temporarily fill a position that is vacated due to long term injury/illness. Long term is defined as an injury/illness that is going to last longer than ten (10) working days. After the tenth (10th) working day, an intermittent may be assigned.

ARTICLE XXXVII

CIVILIAN DISPATCHERS

SECTION 1 – In case of budgeting restraints, the Town agrees that Civilian Dispatchers will be dismissed before any permanent full time police officer.

SECTION 2 – If a patrolman who is assigned to work their regular shift and is assigned to work the desk to replace a dispatcher, then then the patrolman will be compensated \$50. This does not pertain to a patrolman who is working an overtime shift and is assigned to the desk, or light duty and who is assigned to the desk,

SECTION 3 – If the Town seeks to combine the dispatching duties (i.e. Fire with Police), this section of the contract (only Article XXXVII) shall be reopened for negotiation.

ARTICLE XXXVIII

DRUG POLICY

The Town and the Union agree to abide by the BPD Drug Policy as established.

ARTICLE XXXIX

LIGHT DUTY

Limited duty task shall be limited to duties that are regularly performed by full-time members of the Department and that are consistent with the employee's medical diagnosis. No employee shall be assigned limited duty tasks outside of the police station.

The parties understand that an employee will not be required to report for limited duty and sit idly if there is no legitimate limited duty work available.

The Town agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on-duty status for that portion of the regular work week during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with M.G.L. ch. 41, s 111F.

Limited Duty assignments shall not affect the shift assignments or bid possibilities, of the employees. Employees assigned to limited duty shall be assigned to the same shift as their assignments before the injury.

ARTICLE XXXX

TERMS AND DURATION

This agreement shall remain in effect from July 1, 2022 and end the last day of June 30, 2025 and shall continue form year to year thereafter unless either party requests in writing an opportunity to renegotiate or add new articles. Such request must be made within ninety (90) days prior to June 30,

2025 or ninety (90) days prior to the end of any subsequent year. This agreement, in such event, will remain in full force and effect until the submitted changes have been duly executed and signed.