



AGREEMENT

-Between-

**TEAMSTERS UNION LOCAL No. 25
International Brotherhood of Teamsters**

AND

**TOWN OF BILLERICA
DPW**

For the Period

JULY 1, 2025 through JUNE 30, 2026

**Thomas G. Mari
President/Principal Officer**

**Steven J. South
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 25
Office Staff**

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A G R E E M E N T

THIS AGREEMENT made under Sections 178G-178N of Chapter 149 of the General Laws, by and between the Town of Billerica, hereinafter called "the Town" or "the Municipal Employer", acting by and through its Town Administrator and Teamsters Local Union No. 25, hereinafter called "the Union".

Excepting those provisions herein which provide otherwise, Teamsters Local Union No. 25 and the Town of Billerica, Massachusetts hereby agree to the following:

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1 – RECOGNITION/ PERSONS COVERED BY THIS AGREEMENT

The Town recognizes the Teamsters Union as the exclusive representative, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of all full time and regular part time employces of Public Works including: the Highway division, Parks and Trees Division, Water Division, Sewer Division, Cemetery Division, and Facilities in the following classifications as described below, excluding the Superintendent of Parks and Trees, Superintendent of Highway, Superintendent of Sewer, Superintendent of Water and Director of Public Works, Engineering Department and Clerical.

CEMETERY: Including Cemetery Supervisor, Working Foreman, HMEO and Laborers

PARKS AND TREE: Including Working Foreman, Building Maintenance Craftsman, HMEO and Laborers

HIGHWAY: Including Working Foreman, Motor Equipment Repairman, Maintenance Man, Welders, SMEO, HMEO and Laborers

WATER: Assistant Superintendent, Compliance Manager, Distribution Supervisor, Water Meter Foreman, Working Foreman, Filter Operators, SMEO, HMEO, Lab Technicians, Treatment Chemists, Head Backflow Testers, Water Treatment Operators, Water Meter Repairman, Building Maintenance Operators, Building Maintenance Craftsman, Maintenance and Laborers

WASTEWATER: WW Supervisors, WW Collection/Plant Supervisors, Working Foreman, WW Collection System Operators, WW Treatment/Collection O&M Technicians, IPP Technicians, Sewer Treatment Operators, HMEO, Sewer Plant/Collection Repairman and Laborers

FACILITIES/TOWN HAL: Working Foreman, Building Maintenance Craftsman, and Laborers

The Employer will not aid, promote or finance any labor group or make any agreement with any such group or individual for the purpose of undermining the Union or changing any conditions contained in the Agreement and in accordance with the Terms of the form of authorization of check-off of dues hereinafter set forth.

ARTICLE 2 – UNION SECURITY, UNION DUES and STEWARDS

Upon compliance by the union with the necessary statutory requirements, the Town will deduct, the payment of dues by the member of the Union on or after the thirtieth (30th) day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later.

The Town agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1st payroll period of each month and remitted to the Local Union by the second (2nd) payroll period of each month.

Initiation fees shall be \$500 and will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the Town and the Union. No deduction shall be made which is prohibited by applicable law. When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

New employees will be on a probationary period for 180 calendar days from their date of hire.

The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE, for those employees who have provided written authorization. DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Stewards:

The Town recognizes the right of the Union to designate a job stewards and alternate stewards from the Town's seniority list.

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The authority of job stewards and alternate stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

The investigation and presentation of grievances to the Town's representative in accordance with the provisions of this collective bargaining agreement;

The transmission of such messages and information which shall originate with, and are Authorized by the Local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not interfere with the Town's business.

The Town recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to reasonable time to investigate, present and process grievances on the property of the Town, without loss of time or pay. Such reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The Union Steward and one delegate shall be granted time off without loss of pay to attend seminars and conventions of a labor organization. Attendance at such meetings shall be subject to the approval of the Director of Public Works. Such approval shall not be unreasonably withheld by the Director of Public Works.

The Employer further agrees to grant the necessary time off, with approval from the Town Manager and the Director of Public Works, without discrimination or the loss of seniority rights and without pay to any employee designated by the Union to serve in any capacity on other official business, provided three (3) days written notice is given to Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

The Town shall provide adequate meeting space for the Union to conduct its business. Said meetings shall occur with written notification to the Director of Public Works in advance and agreed to in advance for time and place.

Any person conducting Union business during normal working hours, except matters relating to the grievance procedure must have the prior written approval of the Director of Public Works.

Stewards shall be granted super-seniority for all purposes including lay-off.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Management Rights. The Employer shall not be deemed to be limited in any way by this Agreement in the performance and customary function of the Town Management, and shall reserve its rights of powers, authority and prerogative including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of Town government, provided that such reasonable rules and regulations and other management functions shall not be inconsistent with the articles of this Agreement. Further the listing of the following rights of management in this article is not intended to be a waiver of any of the rights of the Town or Department Heads not listed herein. Such inherent management rights shall remain with the Town.

The Employer shall have the exclusive rights, provided that such rights are consistent with all applicable laws, regulations and the collective bargaining agreement, to direct employees of the Employer in the performance of their duties, and to hire, promote, transfer, assign, and retain employees in positions; to take disciplinary action against employees for just cause, to maintain the efficiency of the operations entrusted to it, and to determine the methods, means, and personnel by which such operations are to be conducted. The Town Manager shall have the right to hire a new employee up to a starting salary of Step 5 based on municipal experience. After completing one year of employment, the Town shall credit the new employee's prior municipal service for vacation purposes. Except as set forth herein, such credit shall not count toward seniority in any other respect.

ARTICLE 4 - LABOR RIGHTS

Section 1. Discrimination and Coercion. There shall be no discrimination or harassment by foremen, superintendents, or any other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

Section 2. No employee shall be disciplined, suspended, discharged or transferred without just cause.

Any employee disciplined will require a meeting with the employee, Department Head, Director of Public Works, and a Union officer present.

Section 3. Access to Premises. The Employer agrees to permit representatives of the Union to enter the premises at any time for individual discussion of working with employees, provided care is exercised by such representative that they do not interfere with the performance of duties as assigned to the employees. Such representative shall notify the Director of Public Works or his or her immediate supervisor within reasonable time of his or her intent to so enter the premises.

Section 4. No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, or sexual orientation and that such persons shall receive full protection of this Agreement.

Section 5. The Employer and the Union shall recognize and adhere to all and State labor laws, rules and regulations, relative to seniority, job postings, job applications, promotions, transfers, discharges, removals, and suspensions.

The Union agrees to and shall support the Town's efforts to exempt Teamsters bargaining unit positions from the Civil Service (G.L. c. 31). The parties acknowledge that such process will involve both (1) approval of Town Meeting, and (2) filing and passage of a Home Rule Petition exempting Teamsters positions from G.L. c. 31. In so acknowledging, the parties agree that:

- Current members shall retain G.L. c. 31 rights, as required by law, unless promoted out of their current, grandfathered civil service position;

In the parties' prior MOA, they agreed to exempt members of the bargaining unit from the provisions of the Civil Service Law, GL c. 31 (subject to mandatory grandfathering rights under the law, which cannot be removed by contract). This was accomplished via home rule petition, approved by Town meeting and signed into law by the Governor of the Commonwealth on January 7, 2019. In the prior MOA, the parties agreed to contractual protections for all members of the bargaining unit for certain terms and conditions of employment covered by GL c. 31. While the parties agree to continue to clean up unnecessary references to Civil Service, the following principles are agreed to:

- Discipline: No member of the bargaining unit shall be subject to discipline without just cause. Grievances regarding discipline shall be subject to the grievance procedure and arbitration provision set forth in Article IV of the CBA.
- Promotions: The parties will continue to adhere to the principles of "senior most qualified" as used in GL c. 31 for purposes of promotion for all members of the bargaining unit; however, appeals regarding promotions shall be subject to the grievance procedure and arbitration provision. Employees with grandfathered GL c. 31 rights shall have the option to appeal to either arbitration or the Civil Service Commission, but not both.
- Layoffs & Separation: The parties will continue to adhere to the principles of seniority set for in the Civil Service law regarding layoffs, including for lack of work or funds, and bumping rights; however, appeals regarding such matters shall be subject to the grievance procedure and arbitration provision. Employees with grandfathered GL c. 31 rights shall have the option to appeal to either arbitration or the Civil Service Commission, but not both.

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

Section 6. New employees are considered probationary for all purposes until after the completion of 180 calendar days worked for the Town.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

The grievant should specify the provision of the Agreement that has been violated and the remedy that is being sought.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

Step 1. The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's Division Head within seven (7) working days of the date of the grievance or his/her knowledge of its occurrence. The Division Head shall attempt to adjust the matter and shall respond within seven (7) working days.

Step 2. If the grievance had not been settled, it shall be presented in writing to the Director of Public works along with the written report of the Division Head within four (4) working days after the Division Head's response is due. The Director of Public Works shall respond to the Steward in writing within five (5) working days.

Step 3. If the grievance still remains unsettled, it shall be presented in writing to the Town Manager within five (5) working days after the response of the Director of Public Works is due.

The Town Manager shall, within fourteen (14) working days respond in writing as to his decision. Failure by the Town Manager to respond within this period shall be construed as a favorable decision to the employee(s).

If the grievance still remains unsettled, the Town Manager shall conduct a hearing within ten (10) working days after receipt of a grievance, and within seven (7) working days after such hearing, respond in writing as to his decision. However, if the grievance remains unsettled, it may be submitted to arbitration within 30 days of the town's written response.

The Union and Town may mutually agree, in writing, to extend any time limits in the preceding paragraphs.

The arbitration proceedings will be conducted by the American Arbitration Association in accordance with its rules and regulations. The parties shall make every effort to join all potentially aggrieved persons to the Arbitrative proceedings.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) working days after the conclusion of testimony and argument. The Union and the Town will make every effort to ensure no further grievance shall arise from an Arbitrator's decision.

Prior to sending a grievance to arbitration, the parties may agree on the interim step of grievance mediation using services of the State Board of Mediation and Conciliation.

The Board of Mediation and Conciliation's arbitration service may also be used in place of the American Arbitration Association.

The expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.

A grievance can also be filed by the Union for a group or class of workers.

ARTICLE 6 – SENIORITY

Section 1. The seniority date for Civil Service related action, i.e. promotion, layoffs, will be based on Civil Service date for the first permanent employment. All other items, i.e. vacations, longevity, will be based on original full time date of hire.

The principle of senior most qualified shall govern and control in all cases of promotion within the bargaining unit, transfer, decrease, or increase of the working force as well as preference in assignment to shift work and choice of vacation period.

Stewards shall be granted super-seniority for all purposes including lay-off.

ARTICLE 7 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, and the Employer decides to fill such vacancy, notice of the vacancy shall be posted within ten (10) feet of the employee's time card. Supervisory personnel will be responsible for the posting of all job postings. Such notice of vacancy shall list the pay, duties and qualifications and said notice shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten (10) working day period. Within thirty (30) working days after the expiration of the posting period, the Employer shall award the position to the senior most qualified applicant.

The Town of Billerica will notify the Union Clerk as to the person appointed to the job. This is to be done in writing.

Personnel covered under this Agreement shall have the first opportunity for advancement prior to any other Town Employees.

Further, any and all announcements relating to, but not limited to, exams, , seminars, classes and training programs shall be posted in a conspicuous place within ten (10) feet of all Department of Public Works time clocks.

Section 1.

- A. By mutual agreement, employees of the Water Treatment and Wastewater Treatment may be temporarily reassigned to alternate shifts within DPW Divisions. Employees may not be reassigned to alternate shifts for more than twenty (20) working days per fiscal year. Employees must be given notice of shift reassignment at least one week in advance.
- B. By mutual agreement, employees may be reassigned to alternate job assignments within DPW Divisions and Sections. Employees may not be reassigned to alternate job assignments for more than twenty (20) working days per fiscal year within major job classifications in pay level, license requirements, qualifications and skill levels.
- C. Employees may not be reassigned to alternate job assignments that fall outside major job classifications in pay level, license requirements, qualifications and skill levels.

ARTICLE 8 - HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The regular hours of work for employees covered under this Agreement shall be as follows:

7:00 a.m. to 3:30 p.m., throughout the entire year for all departments EXCEPT
Water and Wastewater Department and Facility Department employees.

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for employees in continuous operations, discussed below.

Each normal work day shall consist of eight (8) consecutive hours within the twenty-four hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times, unless the changes are mutually agreed upon by the Union and the Employer.

Employees engaged in continuous operations are defined as being any employees or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four hours a day and /or seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days. Exceptions to the above paragraph: those employees whose present work schedule is set (such as Water and Sewer Treatment Plant and Facility Department employees).). Water Treatment Plant Operators' work hours shall consist of three (3) shifts: 7:00am to 3:30pm, 3:00pm to 11:00pm and 11:00pm to 7:00am. Note: Some regular shifts may result in two (2) continuous eight (8) hour shifts. Sewer Treatment Plant and Collections Employees work hours shall consist of 7:00a, to 3:30pm – Monday through Friday and one (1) four-hour shift on both Saturday and Sunday. Facility Department employees shall follow Town Hall hours of operations.

Section 2. Employees may, with the approval of the Division Head or designee, substitute work shifts.

Section 3. Break Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be schedule in the middle of each one-half shift whenever this is feasible.

Section 4. Meal Periods. All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

The Employer shall allow a meal period to any employee who is requested to and does work four (4) full hours beyond his regular shift. The employee shall be furnished a meal period every four (4) full hours thereafter while he/she continues to work.

"The employer agrees to a meal allowance of \$9.00 effective upon the execution of this contract. for each four (4) full hours of work beyond the regular shift. The system, or payment of such allowance, to be determined by the Employer, but not to exceed two weeks.

Section 5. Clean Up Time. Employees shall be granted reasonable personal clean up time period prior to the end of each work shift not to exceed fifteen (15) minutes. Employees shall not leave their work place until the end of the specified work day. However, employees working in the field shall be allowed to return to the place where the work day began prior to the clean-up time as specified above.

Section 6. Overtime.

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of eight (8) hours per day; all work performed on Saturday and Sunday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay, provided the employee worked forty (40) hours in that week.

All members of this collective bargaining agreement will receive first opportunity for overtime and it will be administered in accordance with this section.

The same exception as under Hours of Work shall apply to those employees whose present work schedule is set (such as filter operator and sewerage plant employees). Any employee called back to work after having completed his assigned work and left his place of employment and before his next regular starting time, shall be guaranteed a minimum of four (4) hours of pay on recall. However, if said employee is recalled within the same four hour period, the employee shall be compensated for time worked or four hours, whichever is greater.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in normal course of their work week. When in case of extreme emergencies, it is necessary to call personnel from other areas to aid and assist, the personnel from other areas other than the area which normally perform which related work shall be released from their duties first when the work load lessens. The employees with the least amount of overtime within the same job classification shall be called first. To achieve this goal, the Director of Public Works, Division Head and Union personnel or his designee, shall meet monthly to review overtime allocation. Refusal to accept overtime shall be considered as time worked within the meaning of the Article.

Overtime at the option of the employee, and with the approval of the Director of Public Works shall be paid as money or time off at the hourly premium rate. The time off cannot be carried

over beyond November 1 of the current year and use of such time must be given prior approval by the Superintendent of the Division.

At the option of the employee and with the approval of the DPW Director members shall be paid time and a half, double time or time off (comp time) as applicable. The time off cannot be carried over beyond November 1 of the current year and use of such time must be given prior approval by the Superintendent of the Division. Any comp time not used before November 1 of the current year will be paid out to the employee in, included in a paycheck no later than December 1 of that year.

After thirteen (13) consecutive hours worked in any division of the Department of Public Works, including employee's regular shift, employees shall be paid double-time for the hours worked over 13 hours (including when hours beyond thirteen (13) are part of the employees' regularly scheduled shifts). The following shall not qualify for double-time:

- Any vacation, sick, comp time, or personal time taken within a thirteen (13) hour period shall be a break in time and consecutive time will be recognized from the end of time used.
- Employees given a rest period by the Superintendent but who then are required to return to work prior to the end of a rest period less than four hours will continue to be on double time worked until the employee punches out (including regular shift). In other words, while the time spent resting shall be paid at straight time, if the employee is required to continue working prior to the expiration of a four hour rest period, then the hours worked upon his/her return shall be paid at double-time.
- If an employee receives a four hour rest period or greater they will receive straight time or overtime based on when he or she returns.

Section 7. Emergency Overtime Protocol

- All employees must be available and must agree to be on the mandatory overtime list. Upon ratification and funding of this agreement, the Union and the Town shall cooperate to establish a mandatory overtime protocol based on seniority, and such protocol shall require the Town to use its best efforts to make the duration of mandatory overtime shifts as short as possible for employees that indicate a hardship.
- Seasonal Employees. The trial period agreed to in the parties' prior MOA shall be extended through June 30, 2022.
- Mandatory overtime is for weather emergencies and any other emergency as declared by the Director of Public Works.

Section 8. Snow Spotter Positions

The Town will offer a \$250/storm stipend to snow spotters that assist in overseeing plowing and sanding operations during snow events. Duties include:

- Check in and check out private contractors at the beginning and end of snowstorms for payroll purposes.
- Oversee snow removal operations in their section to ensure contractors and Town staff are on task plowing and sanding and to report to the Highway Superintendent of any issues that arise.
- Confirm that all roads with their section are adequately plowed prior to releasing private contractors.
- Keep the Highway Superintendent apprised of road conditions within their section for the duration of the snow event.

The Town agrees that a minimum of ten (10) snow spotter positions will be posted in accordance with the current agreement between the Town of Billerica and Teamsters, Local No. 25. If the ten (10) snow spotter positions cannot be filled with personnel from Teamsters, Local No. 25, then the positions will be offered to outside departments with the Town of Billerica. The town agrees that five (5) Spotter positions will be filled each storm on a rotation basis from the list.

Section 9.

Any employee temporarily promoted to a higher position by the Director, or his designee, which temporary assignment lasts in excess of five (5) days, shall be paid ten percent (10%) above the employee's current wage for performing the duties of the higher position or the pay of the higher position, whichever is greater for all hours worked on overtime and during regular workday hours, retroactive back to the first day of such assignment.. A dated record of such temporary promotion will be placed in that employee's personnel file.

ARTICLE 9 - LEAVE PERIODS

Section 1. Holidays. To receive holiday pay, an employee must be in a pay status on either the day before the holiday or the day after the holiday. The following fourteen (14) days shall be considered to be paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Presidents Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Independence Day
Christmas Day	Labor Day
Veterans Day	
Easter (Water Treatment Plant and Wastewater Treatment Plant Operators and Maintenance personnel who are scheduled to work a normal day)	

Release time for the day before Christmas, the day before New Year's Day, and the day before Thanksgiving Day will be half a workday.

And any other day that may be declared a holiday by the Governor or the Commonwealth, General Court or the Town of Billerica.

Should any holiday fall on an employee's normal day off, the employee shall be granted a compensating day off to be scheduled through a mutual agreement by the employee's supervisor and the employee.

Holiday pay shall be the employee's regular pay at straight time rate. If a holiday occurs within any employee's vacation period, he shall receive an additional day's vacation pay.

Any employee required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to one and one-half (1 ½) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. In addition, if any employee is required to work on Christmas, Thanksgiving, July 4th or Memorial Day, in addition to the regular pay, they shall receive double their regular rate of pay for all hours worked.

Section 2. Vacations.

The parties hereby agree that the Town's Department of Public Works vacation policy is hereby incorporated by reference. To the extent there is any conflict between said policy and this section of the Agreement, the vacation policy shall prevail.

For all employees covered under this Agreement, the vacation schedule shall be as follows:

- A. From hire date to six (6) months = 0 vacation hours
- B. At six (6) month anniversary = 40 vacation hours
- C. From six (6) months to less than five (5) years = 6.667 hours of vacation accrual per month.
- D. At five (5) year anniversary = 40 vacation hours
- E. From five (5) years to less than ten (10) years = 10 hours of vacation accrual per month.
- F. At ten (10) year anniversary = 40 vacation hours
- G. From ten (10) years to less than fifteen (15) years = 13.333 hours of vacation accrual per month
- H. At fifteen (15) year anniversary = 40 vacation hours
- I. From fifteen (15) years on = 16.667 hours of vacation accrual per month
- J. From thereon, the June 30th vacation cap will be enforced at 320 hours annually
- K. In the event of termination of employment which is caused through no fault of the employee, provided the employee has been in continuous full time service of the Town for at least one (1) year, by reason of retirement, the employee shall be paid, or entitled to time off with pay, based on the above scale, for each full month since the employee's preceding vacation. In the event of the death of an employee, any accrued vacation shall be paid to his or her estate.
- L. Department Heads shall identify and pay for vacations on the payroll in which such pay occurs.
- M. Employees who are eligible for vacation under these rules and whose services are terminated by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance as earned and not granted in the vacation year prior to such entrance into the Armed Forces.
- N. An employee shall be granted an additional day of vacation if, while on vacation, a holiday occurs within the vacation period.
- O. Any employee covered by this Agreement may accumulate up to forty (40) days' vacation leave.
- P. Vacations are allotted on a fiscal year basis by their seniority dates.
- Q. Employees are to make request by March 30th of each year to Department Head for approval by April 15. Failure of any employee to do so by March 30 will result in the employee not being assured his requested time frame. On the first round of bidding for time, seniority will apply; after first round, this is no bumping after this. Any changes in action will require approval of Department Head.
- R. Vacation leave taken by an employee, for any duration not previously scheduled and approved by the Division Head, shall be approved at least-discretion notification by two (2) hours before the end of the employee's shift of the work day prior to the vacation day.

Section 3. Sick Leave. Each employee covered by this Agreement shall be credited with fifteen (15) working days' sick leave per year, allowed and computed at 1 ¼ days per month. Up to five (5) accumulated sick days a year may be used as a "Family Sick Day" to care for a family member. A sick leave incentive payment shall be made as follows to employees on an annual basis on or near 1 August for the prior fiscal year:

\$600.00	Zero (0) sick leave taken
\$500.00	One (1) day taken
\$400.00	Two (2) days taken
\$300.00	Three (3) days taken
\$200.00	Less than five (5) days taken

Sick leave shall be granted for sickness or injury, or for absence because of quarantine. Sick time may only be used in full day increments. If however an employee provides a doctor's note documenting a scheduled appointment the employee may use up to two (2) hours of sick time at the beginning or the end of their scheduled shift.

An employee will be charged for sick hours used if they leave, due to an illness, after they begin their shift.

Paid sick leave shall be considered as time worked.

Employees shall be compensated in cash in an amount equal to a maximum of seventy (70) working days pay (for employees hired on or after November 1, 2008, a maximum of twenty (20) working days pay) for any accumulated unused sick leave when they are separated from employment as a result of retirement, disability, death or good standing. The amount of payment for all unused sick leave will be calculated at the employee's rate of pay in effect at the time of retirement, disability or death. Upon death of the employee, if the employee fails to name a beneficiary who survives him or her, payment shall be made to his or her estate.

Employees having less than seventy (70) working days accumulated sick leave at the time of their retirement, disability or death, shall receive payment as stated above only for the number of sick leave days accumulated. Payments shall be paid on the same basis to beneficiaries or estates of employees.

Employees shall be notified semi-annually by the Director of Public Works on May 1 and November 1, in writing, of the number of sick leave days accumulated, if so requested.

"Employees using three (3) or more consecutive sick days shall provide a physician's certificate of illness prior to returning to work. Example: if an employee takes Tuesday, Wednesday and Thursday off sick, they need to provide a sick note when returning to work on Friday.

Additional sick leave allowance may be granted to employees on the recommendation of the Director of Public Works and approval by the Town Manager. To be eligible for such extended leave allowance, an employee must have been continuously employed by the Town for at least ten (10) years. The employee's attendance record and the quality of his performance shall also be taken into account. The Town Manager can terminate extended sick leave allowance, if in his opinion; continuation of said allowance is no longer warranted.

A physician's certificate of illness shall be submitted by the employee, who has no accumulated sick leave balance, after each absence due to illness. In cases of certified chronic or severe illness, this provision may be waived with written permission of the DPW Director.

Any employee calling in sick must do so within thirty (30) minutes before the start of the regular work shift. Failure to call within the stated time will be interpreted to be unauthorized leave and so noted in the employee's personnel file.

Any employee who calls in sick must be at home, hospital, doctor's office or en route to a medical facility, except in cases when using Family Sick days. Failure of the employee to be in any of the aforementioned locations will be considered unauthorized leave and abuse of sick leave privilege.

Section 4. Jury Pay. The Employer agrees to make up the difference in an employee's wages between a normal day's wages and compensation received for jury duty. This will apply to all shifts for that calendar day with verification.

Section 5. Funeral Leave. In the event of death in the immediate family (wife, husband, children, grandchildren, parents, grandparents, brothers, sisters, stepparents, and stepchildren), domestic partner living together defined as a person to whom the person is not married but with whom the person is living as a couple on a genuine domestic basis irrespective of gender or any employee or any person living in the household, he/she shall be granted leave with pay in the amount of five (5) working days. Such leave will not be charge to sick leave or vacation leave. In the event of the death of any in-law (in-law to mean parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law), the employee shall be granted three (3) working days off to take care of such matters as may be necessary. Employees shall be granted one (1) working day off in the event of the death of an aunt or uncle. This time will not be charged to sick leave or vacation leave. The employee may be required to provide proof of death and/or relationship.

Section 6. Personal Leave. Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three (3) working days in any one (1) fiscal year (July 1), and such personal leave shall not be accumulative. Employee shall, when possible, notify his/her Division Head in advance.

New employees hired by the Town must be employed 60 days in order to utilize personal days off.

Section 7: Sick Leave Bank

7.1 Each unit member on July 1st shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank, and the Town shall match said contribution for the first 150 days contributed by the union's members.

7.2 In addition to the Town's 150-day match, the Town shall also make a one-time start-up contribution of one hundred (100) days upon execution of this agreement.

7.3 Employees shall not be obligated to contribute if on any July 1st the bank has reached its cap of four hundred (400) days. The Town shall provide the union with the sick bank balance upon request.

7.4 Withdrawals from the bank shall be approved by 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. Application approvals require a minimum of 2 votes in favor. Regardless of approval by the committee, a member's eligibility is nonetheless capped at 180 days total.

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

7.6 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 17, and to the extent requested by the Sick Leave Bank Committee

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

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

7.9 Sick bank days can only be used for employees' sick time, not eligible for family sick leave.

ARTICLE 10 – FAMILY MEDICAL LEAVE TIME

Union members who are taking Family Medical Leave (FMLA) for issues related exclusively to the employee must use accrued sick or vacation time simultaneous to their FMLA benefits.

Employees who are taking FMLA for issues related to a family member (mother, father, brother, sister, spouse, children, another person living in the household, or other covered person as defined by the FMLA) that is not the employee may use up to twenty (20) sick days per rolling year. This time will need to be used simultaneous with FMLA benefits. If the need for FMLA is extended past twenty 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, birth / adoption or other leave covered by the FMLA, 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 in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.

ARTICLE 11 – HEALTH WELFARE and SAFETY

In case an employee is absent because of an Industrial Accident, the Town shall pay him/her his/her legal wage as determined by Chapter 152 M.G.L.A. as from time to time amended.

At the discretion of the Town Manager, employees injured in an industrial accident, with a doctor's certificate, will be paid by the Town of Billerica for the first five (5) working days without being charged to the employee's sick time.

It is agreed that should any changes occur in this statute affecting health and welfare plans, this Agreement will be immediately reopened for negotiation on this subject.

The Director of Public Works has the authority to allow any employee who feels he/she may have been exposed to any chemical to be tested upon their request.

Hepatitis "B" shots shall be available to all Wastewater and Mechanics personnel.

Should the Employer change insurance carriers dealing with Health and Welfare, or insurance coverage, the Union will be part of any negotiations dealing with that coverage which affects employees of the bargaining unit.

In case any employee is absent because of illness, the Town agrees to pay employee's medical insurance up to thirty (30) working days. Employees will be required to reimburse the Town in a period not to exceed thirty (30) working days.

Employees will be notified in writing fifteen (15) working days prior to termination of insurance.

In case of industrial accident, the employee shall notify the Director of Public Works within a reasonable period of time, but no later than 72 hours after the accident and shall submit a physician's certificate of disability no later than five (5) working days after the accident. Employees will not be impeded from their rights under the Workman's Compensation Act.

A uniformed police officer shall be hired by the Town of Billerica if, in the opinion of supervisory personnel at the site, excavation work or work project on a street poses safety problems to employees.

The DPW Safety Committee shall consist of four (4) members, two (2) appointed by the Director of Public Works and two (2) members appointed by the Union.

Collection of Hazardous Waste Oil will be manned by no less than two (2) employees not to exceed six (6) hours.

ARTICLE 12 - UNIFORMS AND PROTECTIVE CLOTHING

The Employer agrees to provide all material, equipment, special tools, and special license fees required to perform the duties assigned to the employees covered by this Agreement.

Foul weather gear shall be provided by the Employer to the employees of the Department of Public Works.

Three uniforms to be serviced and maintained by the Town of Billerica, shall be provided by the Employer for all mechanics of the Department of Public Works, Sewer Division employees, Water Treatment maintenance employees, Highway Division employees, and for employees in the Cemetery Division.

The Director of Public Works shall make available for use of the employees of the Water Treatment Plant and Sewer Division, a sufficient number of coveralls so that the employees of all shifts will have access to such coveralls. The necessary funds for purchasing, replacing, and cleaning of such coveralls shall be provided for by the Director of Public Works.

Each employee covered by this Agreement shall receive an \$800 clothing allowance to purchase clothing and boots. Employees are to be paid the first pay period of July. The allowance is to be paid to a new hire within two weeks of hire, not to include summer help. If an employee

terminates before ninety (90) days, he/she shall reimburse the town in full. New employees also will not receive allowance again before six months.

Mechanics covered by this Agreement shall receive an annual \$500.00 allowance for the purchase of tools.

Employees shall use and wear all safety equipment as directed and when directed by supervisory personnel.

Employees are required to wear Town of Billerica clothing at work; Town will supply an agreed upon selection of approved clothing items (including Town logoed / high visibility T-shirts, Sweatshirts). This provision shall take effect when all employees are supplied with the agreed upon clothing.

ARTICLE 13 - CLASSIFICATION AND PAY PLAN

Section 1:

The cost-of-living increase (COLA) for the bargaining unit positions shall be adjusted as follows:

July 1, 2025 3% (See Appendix A -- Salary Schedule)

The wage step increases are as follows:

Date Hired

Step 2 (first year) – 4%

Step 3 (second year) – 3

Step 4 (5 Years) – 3%

Step 5 (10 Years)– 3%

Step 6 (15 Years)– 2%

Step 7 (20 Years)– 2%

Step 8 (25 Years)– 2.5%

Section 2: It is hereby agreed that the July 1, 1999 pay scale will reflect a 7% differential between the SMEO and the Working foreman's position.

Section 3:

Effective July 1, 2018, the Water Treatment shift incentives shall be increased as follows:

Water Treatment:

Second Shift – 3 p.m. to 11 p.m. - \$50.00 per week

Third Shift – 11 p.m. to 7 a.m. -Any Employee working the 11pm-7am shift will receive a \$10 per hour shift differential for all hours worked during that time added to their applicable rate of pay.

Sewer Treatment

Second Shift – 3 p.m. to 11 p.m. - \$30.00

Third Shift – 11 p.m. to 7 a.m. - \$45.00

In addition to established wage rates of the attached classification and pay plan, the employer shall pay a weekly premium per above to all employees.

Section 4. Sewer Treatment and Water Treatment

Weekend differential effective midnight Friday through midnight Sunday:

First Shift -- 7 a.m. to 3 p.m. - \$8.00/8 hour shift

Second Shift – 3 p.m. to 11 p.m. - \$10.00/8 hr. shift

Third Shift – 11 p.m. to 7 a.m. - \$12.00/8 hr. shift

Section 5. Wastewater Treatment and Water Treatment Stipends

Wastewater: \$200 stipend for each license level

Water: \$350 stipend for each license level

ARTICLE 14 - LICENSE AND INCENTIVES

Effective July 1, 1999 the annual base pay for the following positions will include their job required license incentive and additional \$200. This addition to the annual base pay will only occur July 1, 1999, and, then effective July 1, 1999 and thereafter, these positions will only receive license incentives that are beyond or outside of their local, state and federal job requirements. The positions, their requirements and dollar allotments to be included in their annual base pay are as follows:

Effective July 1, 2004 (FY05) only each Job Classification base pay will increase as follows in recognition for the licenses that are required to perform the job as follows:

	Required Licenses	Dollar Allotment
<u>Special MEO</u>	<u>CDL Class A & Hoisting</u>	<u>\$275.00</u>
<u>MER</u>	<u>CDL Class B & Hoisting</u>	<u>\$275.00</u>
<u>HMEO</u>	<u>CDL Class B & Hoisting</u>	<u>\$275.00</u>
<u>MEO</u>	<u>CDL Class B</u>	<u>\$150.00</u>
<u>HMEO, Water</u>	<u>CDL Class B, Hoisting & Gr 2 Distribution</u>	<u>\$450.00</u>
<u>Treatment Operators, Water</u>	<u>Grade 3 Treatment</u>	<u>\$150.00</u>
<u>Treatment Operators, Sewer</u>	<u>Grade 1 Treatment</u>	<u>\$150.00</u>
<u>Sewer Plant Repairman</u>	<u>Grade 1 Treatment</u>	<u>\$150.00</u>
<u>Water Meter Repairman</u>	<u>Grade 1 Distribution</u>	<u>\$150.00</u>
<u>Sewer System Craftsman</u>	<u>CDL Class B</u>	<u>\$150.00</u>
<u>Water System Craftsman</u>	<u>CDL Class B & Gr 2 Distribution</u>	<u>\$325.00</u>

Effective July 1, 1999 all positions within the Bargaining Unit that have license requirements as part of their job, will no longer be paid license incentives unless the license incentive is beyond or outside their local, state or federal job requirements. In the case of an employee having higher grade of a license than they are required by local, state and federal requirements, they will be paid for the incremental difference between the grades.

Section 1. There shall be an annual incentive for Licensed Operators of the Water Treatment and Sewerage Treatment Plants.

This incentive shall be based on the Grade License as follows:

Effective July 1, 2004, the following License Incentives for Water Distribution and Sewer Collection will be as follows:

WATER TREATMENT

Grades 1 through 4

Grade 1	\$350.00
Grade 2	\$700.00
Grade 3	\$1,050.00
Grade 4	\$1,400.00

SEWER DIVISION

Grades 1 through 7

Grade 1	\$200.00
Grade 2	\$400.00
Grade 3	\$600.00
Grade 4	\$800.00
Grade 5	\$1,000.00
Grade 6	\$1,200.00
Grade 7	\$1,400.00

SEWER DIVISION COLLECTION SYSTEMS

Grades 1 through 4

Grade 1	\$350.00
Grade 2	\$700.00
Grade 3	\$1,050.00
Grade 4	\$1,400.00

CROSS CONNECTION/BACKFLOW DIVISION

Tester \$150.00

Repairman \$200.00

There shall be an annual incentive for C.D.L. Drivers:

Class A \$150.00

Class B \$100.00

Class C \$100.00

HAZMAT \$ 50.00

There shall be an annual incentive for Class C Hoisting License Operators:

Class C \$150.00

There shall be an annual incentive for Water Distribution Licenses:

Grade 1 \$350.00

Grade 2 \$700.00

Grade 3 \$1,050.00

Grade 4 \$1,400.00

The following new License incentives will be added effective July 1, 2004. Any employee of the Collective Bargaining Unit who receives a license incentive for the following new license incentives shall be required to utilize the license when requested by the Town. Any refusal will forfeit the license incentive and the employee will be required to reimburse the Town.

MA Plumbers License \$150.00

MA Electricians License \$150.00

SAE Certified Mechanic \$250.00

Welders License \$250.00

Pesticide Application License \$150.00

Arborist License \$250.00

Concrete Handling License \$150.00

MA Builders License \$150.00

Masters Degree in Job Related Field with approval of the DPW Director, for an Accredited University or College \$1,500.00

Engineer in Training (FE) \$1,000.00

Professional Engineer Civil Related (PE) (Limited to one discipline and employee cannot receive both FE and PE incentive combined, only one.) \$1,500.00

Surveyor in Training (SIT) \$1,000.00

Professional Land Surveyor (PLS) (Employee cannot receive both SIT and PLS incentive combined – only one) \$1,500.00

All employees who are required to hold licenses as a requirement of their job must maintain such licenses at all times during their employment with the Town.

Section 2. An early retirement incentive shall be paid to an employee who was hired and employed by the Town prior to July 1, 1999 and who has completed at least fifteen years' service and intends to file for regular retirement.

The employee shall receive a 10% salary increase if retiring after age 62 but before age 64 and a 15% salary increase if retiring after age 65 but before age 67. This increment shall be paid for his/her last 12 months of service. He/she shall notify the Department in writing of his/her expected separation date.

An employee who stays beyond the twelve (12) month period shall have his/her salary deducted at the same percentage rate that it was increased.

An employee over the age of 69 shall have thirty (30) days from the inception of this Contract in which to exercise this incentive option.

An employee who has met the requirements of this Article will receive the retirement incentive as an adjustment in the salary or wages received by the employee during the last year of his/her service with the Town. If the employee receives the retirement incentive or any part thereof prior to the proposed retirement date, and does not retire on that date, the Town shall readjust the salary or wages of the employee to the amount due the employee without the retirement incentive and then shall deduct an amount from the weekly wages or salary equal to the total amount of retirement incentive paid to the employee in accordance with a schedule established by the Town to permit the Town to recoup the incentive paid to the employee by the Town.

At the option of the employee, he/she may elect to receive payment of the above incentive over the twelve (12) month period or allow the town to place the funds in a deferred compensation plan on his/her behalf over the same twelve (12) month period. The deferral will not be part of

the employee's base pay and the employee must choose one method or the other and cannot change.

Optional to the Employee: An employee with twenty-five (25) years of full time service as recognized by MGL Chapter 32 with the last ten years of such full time service being in the Town of Billerica and having a minimum of one hundred (100) sick days accumulated, may request to be designated a "Senior" employee for a period of three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time not to exceed three (3) consecutive years selected by the employee.

During the period of time that the employee is designated "Senior" they shall receive a base salary increase of 6% above what their annual salary would have been that year. In addition, during the period of time that each employee is designated "Senior" they will be required to provide a doctor's certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days 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 (3) year period. An employee who requests to be designated as "Senior" under this section will forever forfeit their rights to sick leave buy back. Also any such employee will not be eligible for Sick Leave buy back as outlined under Article 9, Section 3, nor will they be eligible for the Retirement Incentive benefits outline in Article 2. Finally, when an employee requests "Senior" status, it is an irrevocable decision regardless of whether or not the employee completes three years of service from the date of request.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

1. Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written materials on such bulletin boards.
2. The Town shall act expediently so that non-permanent employees shall not be kept in suspense for more than ninety (90) working days.
3. The Town shall budget and pay for DPW related courses as follows:
 - A. DPW related license application, test and contact hours in which employee successfully completes the training course or seminar. Also a related exam if successfully passed. The employee must successfully pass the exam in which they are taking the training course prior to receiving the course reimbursement.
 - B. Tuition for DPW related courses at an accredited college or university in which the employee receives a “C” or better, or in the case of a pass/fail grade, a “pass”.

Prior approval of the DPW Director is required for all courses and reimbursement.

The Town’s cost will not exceed \$950.00 effective July 1, 2004 per employee per Fiscal Year and payment will be made after successful completion of the above. An employee may request an additional amount of funding for license “contact hours” for a license that is required specifically for their job. The DPW Director and the Town Manager must approve the request and their decision cannot be grieved.
4. Any employee covered under this Agreement shall be paid straight time for attending required seminars, courses or exams during hours not in the normal work schedule.
5. Any employee shall be notified of the release of any information from his personnel file within five (5) working days.

6. Heavy Motor Equipment Operator

- 6.1 If a Heavy Motor Equipment Operator job has been posted for thirty days and no qualified candidates have been offered the job the Town will post the job as a Building Maintenance Craftsman position. Upon finding a qualified candidate the Town will offer the job based on the following conditions.
- 6.2 The candidate will be required to successfully obtain their CDL and Hoisting license within a year of hire, or in the process of obtaining it. Within the second year they would be required to receive their G4 license.

7. CREDIT FOR PAST MUNICIPAL SERVICE. For salary scale and vacation purposes, prior municipal experience shall count for any member of the bargaining unit below Step 5.

8. .AGREEMENT REGARDING THE THIRD SHIFT AT THE WATER DEPARTMENT. From the date of funding of this agreement through January 30, 2024, the Union consents to allow the Town to staff the Saturday night (11pm-7am) shift at the water department by a contractor in the event that the shift cannot be filled by a member on an overtime basis. In the event other 3rd shifts go unfilled by union members on overtime the Town and the Union would sit down to discuss. The union agrees to discuss this issue further with the Town as necessary. Any Employee working the 11pm-7am shift will receive a \$10 per hour shift differential for all hours worked during that time added to their applicable rate of pay.

ARTICLE 16 -- ON-CALL

Those employees who are assigned as being on "Call" will receive \$325 (This will not be retroactive and will begin upon the execution of this contract.) for the week they are on "Call". If they are called to report to work, they will receive four (4) hours minimum overtime pay, but will not receive additional four (4) hour minimum if they are called back to work within the same four (4) hour block of time.

ARTICLE 17 – TRAINING FUND

The Town and Union shall have a training program for the bargaining unit. This training program shall be conducted by qualified personnel of the Union or by outside trainers if certain trainings are not offered by the Union. It is intended that this training program be conducted during the normal workday hours as defined in Article 11 of this Agreement. When it becomes necessary to conduct the training functions during hours other than the employee's normal workday hours, bargaining unit personnel performing the training function shall be compensated for such service performed beyond their normal hours at the applicable contract rate as set forth in Article 13 of this Agreement.

Section 1. Commencing with the 1st day of July, 2025, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 25 Training Fund (hereinafter referred to as the "Training Fund") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement (EXCEPT for the following positions in the Water and Wastewater Departments: WATER: Assistant Superintendent, Compliance Manager, Water Meter Foreman, Filter Operators, Lab Technicians, Treatment Chemists, Head Backflow Testers, Water Treatment Operators and Water Meter Repairman, WASTEWATER: WW Supervisors, WW Collection/Plant Supervisors, WW Collection System Operators, WW Treatment/Collection O&M Technicians, IPP Technicians, Sewer Treatment Operators and Sewer Plant/Collection Repairman), whether such employee is a full-time, part-time, probationary, temporary or casual employee, irrespective of his status as a member or non-member of Local Union 25, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$0.10 per hour to the Training Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable, provided however, that contributions shall be payable from the first hour of employment, up to a maximum of forty (40) hours per week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Training Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Training Fund must be made for each hour worked on each employee, even though such employee may work only part time under the provisions of this contract.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Training Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

Section 2. The Employer agrees to and has executed a copy of the Teamsters Local 25 Training Fund Agreement and Declaration of Trust and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 3. The parties agree that the Plan adopted by the Trustees of the Training Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Training Fund as a deduction for income tax purposes.

Section 4. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Training Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Training Fund.

If the Employer shall fail to make contributions to the Training Fund by the tenth (10th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Training Fund have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Training Fund and/or the Local Union, the Local Union and any of its representatives shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

Section 5. No oral or written modification of this section regarding Training Fund contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the Training Fund.

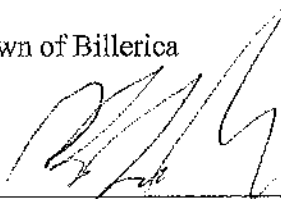
ARTICLE 18 - DURATION AND RENEWAL

Section 1. This Agreement and all non-financial terms shall be in effect as of July 1, 2025, and continue in full force and effect until June 30, 2026, or until a new Agreement is thereafter executed.

Either party to this Agreement may in writing notify the other party by January 1, 2026, of its intent to negotiate the terms of a new Agreement. If no Agreement is reached by June 30, 2028, this contract shall be binding on the parties until a new Agreement is reached.

Teamsters Local Union No. 25

Town of Billerica



Nancy L. Campbell

Clancy Main

Business Agent

Town Manager

Date: _____

Date: 5/14/25

Thomas G. Mari

President/Principal Officer

Date: _____

APPENDIX A

		Step 1 1st Year	Step 2 2nd Year	Step 3 3rd Year	Step 4 4th Year	Step 5 5th Year	Step 6 6th Year	Step 7 7th Year	Step 8 8th Year
ASST SUPT WTR - Y4, D3 SUPERVISOR SEWER - CDL B, WW4 GRADE 3 OPERATOR - U7 WW CHEMIST: COMPLIANCE MANAGER	Grade One	1,704.32 \$44,0500	1,666.09 \$46,0523	1,622.07 \$48,0549	1,579.73 \$49,4034	1,536.12 \$50,0781	1,492.01 \$51,0978	1,447.89 \$53,0378	1,403.76 \$54,3937
TREATMENT CHEMIST - T4	Grade Two	1,641.39 \$41,0323	1,706.85 \$42,8736	1,769.15 \$43,9539	1,810.80 \$46,2725	1,885.23 \$48,8903	1,902.53 \$47,5933	1,840.69 \$48,5145	1,989.10 \$49,7274
SUPERVISOR WATER - D3 Supervisor of Cemetery	Grade Three	1,634.87 \$40,9761	1,700.35 \$42,5007	1,761.36 \$43,7840	1,803.00 \$45,0076	1,868.02 \$46,4594	1,895.10 \$47,3704	1,833.00 \$48,3270	1,981.41 \$49,8352
LAB TECHNICIAN	Grade Four	1,531.59 \$38,2882	1,592.78 \$39,8195	1,649.86 \$41,0141	1,699.70 \$42,2445	1,740.47 \$43,5119	1,776.28 \$44,3021	1,810.70 \$45,2607	1,856.05 \$46,4015
JUNIOR CIVIL ENGINEER BACHELOR'S DEGREE	Grade Five	1,495.84 \$37,3960	1,565.68 \$38,9920	1,602.85 \$40,0588	1,630.42 \$41,3003	1,659.83 \$42,4693	1,733.83 \$43,3463	1,788.61 \$44,2163	1,812.83 \$45,3207
WORKING FOREMAN - 7% > 8MEO CDL B, Holding	Grade Six	1,419.17 \$35,3293	1,468.33 \$36,7332	1,519.41 \$37,8352	1,558.81 \$38,8703	1,605.67 \$40,1304	1,637.69 \$40,8421	1,670.44 \$41,7810	1,712.20 \$42,0050
WATER WORKING FOREMAN - D2 WATER METER FOREMAN									
HEAD BACKFLOW TESTER Tracer, Survey	Grade Seven	1,504.45 \$36,8813	1,558.24 \$41,4569	1,707.08 \$42,8896	1,769.22 \$43,9005	1,812.03 \$45,3000	1,848.24 \$46,2080	1,895.80 \$47,1301	1,932.33 \$48,3993
SPECIAL MOTOR EQUIP OPERATOR CDL A, Holding	Grade Eight	1,320.72 \$33,0193	1,373.20 \$34,3301	1,414.40 \$35,3600	1,469.93 \$36,4208	1,500.54 \$37,5134	1,530.65 \$38,2637	1,561.16 \$39,0200	1,600.10 \$40,0047
HEAD FILTER OPERATOR - T3	Grade Nine	1,284.18 \$32,1033	1,335.51 \$33,3078	1,375.50 \$34,3894	1,416.84 \$35,4211	1,459.35 \$36,4037	1,486.54 \$37,2134	1,518.91 \$37,9577	1,558.28 \$38,9008
WATER TREATMENT OPERATORS (T3) SEWER TREATMENT OPERATORS (S1) T3	Grade Ten	1,357.05 \$33,8498	1,412.27 \$35,3068	1,454.51 \$36,3941	1,498.20 \$37,4890	1,543.23 \$38,5807	1,574.09 \$39,3522	1,605.60 \$40,1304	1,646.71 \$41,1428
MOTOR EQUIP REPAIRMAN/WELDER CDL B, Holding	Grade Eleven	1,244.69 \$31,1173	1,294.13 \$32,3533	1,332.06 \$33,4239	1,372.44 \$34,3236	1,414.19 \$35,3533	1,442.42 \$36,0804	1,471.20 \$36,7810	1,508.05 \$37,7011
SEWER PLANT REPAIRMAN GI WW	Grade Twelve	1,242.60 \$31,0725	1,292.42 \$32,3108	1,331.20 \$33,2799	1,371.13 \$34,2783	1,412.17 \$35,3657	1,440.51 \$36,0128	1,469.32 \$36,7331	1,508.05 \$37,6814
WATER MACHINERY CRAFTSMAN	Grade Thirteen	1,223.04 \$30,5760	1,271.97 \$31,7083	1,310.13 \$32,7532	1,349.43 \$33,7350	1,389.82 \$34,7479	1,417.71 \$35,4428	1,446.07 \$36,1517	1,482.92 \$37,0555
SENIOR ENGINEERING AIDE	Grade Fourteen	1,214.52 \$30,3699	1,263.09 \$31,5772	1,309.98 \$32,5245	1,349.01 \$33,6032	1,389.21 \$34,5052	1,407.81 \$35,1053	1,435.87 \$35,8002	1,471.87 \$36,7407
HEAVY MOTOR EQUIP OPERATOR CDL B, Holding, D2	Grade Fifteen	1,183.40 \$29,6094	1,230.23 \$30,7558	1,267.14 \$31,6734	1,305.15 \$32,6258	1,344.31 \$33,5078	1,371.19 \$34,2708	1,398.82 \$34,9954	1,433.58 \$35,8396
HEAVY MOTOR EQUIP OPERATORS CDL B, Holding	Grade Sixteen	1,174.59 \$29,3847	1,221.23 \$30,5308	1,257.87 \$31,4467	1,295.00 \$32,3901	1,334.47 \$33,3810	1,361.16 \$34,0280	1,388.34 \$34,7090	1,423.09 \$35,5713
WATER METER REPAIRMAN D1	Grade Seventeen	1,185.63 \$29,0492	1,210.29 \$30,2572	1,245.00 \$31,1850	1,284.00 \$32,0800	1,322.62 \$33,0629	1,348.97 \$33,7242	1,375.85 \$34,2838	1,410.34 \$35,2838
WATER SYSTEM MCH CRAFTSMAN CDL B, D2	Grade Eighteen	1,164.70 \$28,6074	1,200.47 \$30,0117	1,238.48 \$30,9120	1,273.68 \$31,8394	1,311.78 \$32,7910	1,338.02 \$33,4506	1,364.78 \$34,1105	1,398.00 \$34,0725
SEWER SYSTEM CRAFTSMAN CDL B	Grade Nineteen	1,165.80 \$28,9440	1,191.43 \$29,7859	1,227.18 \$30,6794	1,263.09 \$31,5598	1,301.91 \$32,6478	1,327.85 \$33,1804	1,354.51 \$33,0628	1,380.37 \$34,7033
TREE CLIMBER	Grade Twenty	1,131.74 \$28,2806	1,177.02 \$29,4258	1,212.33 \$30,3083	1,248.70 \$31,2178	1,286.16 \$32,1541	1,311.89 \$32,7972	1,338.13 \$33,4531	1,371.88 \$34,2895
BUILDING MCH CRAFTSMAN WATER SYSTEM INSPECTOR	Grade Twenty One	1,130.90 \$28,2747	1,176.23 \$29,4058	1,211.52 \$30,2850	1,247.07 \$31,1688	1,285.90 \$32,1326	1,311.01 \$32,7762	1,337.23 \$33,4307	1,370.86 \$34,2694
JUNIOR ENGINEERING AIDE	Grade Twenty Two	1,110.49 \$27,7622	1,154.00 \$28,8723	1,189.54 \$29,7395	1,225.23 \$30,6037	1,261.68 \$31,6406	1,287.22 \$32,1806	1,312.97 \$32,8242	1,345.78 \$33,6448
MOTOR EQUIPMENT OPERATOR CDL B	Grade Twenty Three	1,080.68 \$27,0165	1,123.70 \$28,0625	1,157.41 \$28,9383	1,192.13 \$29,8033	1,227.80 \$30,6974	1,262.45 \$31,3114	1,277.80 \$31,9370	1,300.44 \$32,7390
MAINTENANCE MAN	Grade Twenty Four	1,055.85 \$26,6493	1,100.48 \$27,7120	1,141.74 \$28,6434	1,175.99 \$29,3097	1,211.27 \$30,2817	1,235.49 \$30,8873	1,260.20 \$31,6050	1,291.71 \$32,2027
LABORER	Grade Twenty Five	897.09 \$24,0471	1,037.30 \$25,0450	1,089.93 \$26,7234	1,101.00 \$27,5251	1,134.03 \$28,3509	1,159.71 \$29,0178	1,176.85 \$29,4662	1,200.34 \$30,2338
Effective July 1, 2014 now single shift positions in Wastewater									
Treatment Operation & Maintenance Techn Grade Twenty Six (newly created rate)		1,605.86 \$42,3370	1,783.71 \$44,0024	1,816.02 \$45,4165	1,871.12 \$46,7730	1,927.25 \$48,1813	1,986.31 \$49,1451	2,005.12 \$50,1281	2,055.26 \$51,3812
Collection Operation & Maintenance Techn Grade Twenty Nine (newly created rate)		1,503.08 \$37,8749	1,567.27 \$39,1917	1,614.20 \$40,3572	1,662.71 \$41,6677	1,712.69 \$42,8143	1,768.55 \$43,9712	1,781.78 \$44,5447	1,826.32 \$45,5891
SCADA Tech IPP Technicians Gr.7 WW (Lab Tech rate)	Grade Twenty Seven	1,652.10 \$39,8048	1,814.20 \$40,3572	1,882.72 \$41,5670	1,712.60 \$42,8147	1,763.87 \$44,0902	1,799.26 \$44,9014	1,836.24 \$45,0910	1,881.11 \$45,0278
Collection Supervisor CDL B, WW4 Plant Supervisor CDL B, WW4 (Supervisor Sewer rate)	Grade Twenty Eight	1,641.80 \$41,0324	1,798.85 \$42,8736	1,758.16 \$43,9539	1,910.80 \$45,2726	1,865.22 \$46,0305	1,902.03 \$47,5933	1,949.88 \$48,5144	1,999.09 \$49,7273

APPENDIX B



Memorandum of Agreement Between Town of Billerica and the Teamsters, Local No. 25

The Town of Billerica ("the Town") and Teamsters, Local No. 25 ("Union") hereby agree to enter into this Memorandum of Agreement ("MOA") and agree as follows:

The Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratification:

Water Department:

1. The Town would like to eliminate the SCADA Operator position, which recently became vacant due to the retirement of John Russo.
2. The Town would like to create a Water Meter Foreman position.
3. The Town would like to eliminate a Building Maintenance Craftsman, which will become vacant due to the pending retirement of Walter Sennett.
4. The Town would like to create a Water Heavy Motor Equipment Operator.
5. The Town would like to create a second Water Working Foreman position.
6. The Town would like to eliminate the Chemist position currently held by Jason Hamm and upgrade to a new Compliance Manager position.
7. The Town would like to eliminate the Cross Connection Control Coordinator position, previously held by Raun Nichols.

Salary Comparison:

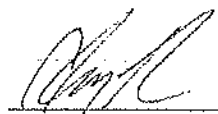
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|-------------------------------------|--|
| 1. SCADA Operator: | \$41.01/hour (current budgeted salary) |
| 2. Water Meter Foreman: | \$34.30/hour to \$41.56/hour (Grade 6) |
| 3. Building Maintenance Craftsman: | \$ 33.27/hour (current budgeted salary) |
| 4. HMEO: | \$ 28.72/hour to \$34.80/hour (Grade 15) |
| 5. Working Foreman: | \$34.30/hour to \$41.56/hour (Grade 6) |
| 6. Chemist: | \$42.67/hour (current budgeted salary) |
| Compliance Manager: | \$43.55/hour to \$52.78/hour (Grade 1) |
| 7. Cross Conn. Control Coordinator: | \$49.49/hour (current budgeted salary) |

The Town agrees that all new positions listed above will be posted in accordance with the current agreement between the Town of Billerica and Teamsters, Local No. 25.


IN WITNESS WHEREOF, the Teamsters, Local No. 25 and the Town of Billerica, by their authorized representatives, have set their hands to this contract amendment on November 18, 2024.

Town of Billerica
Duly Authorized

Teamsters, Local No. 25
Duly Authorized



Clancy Main, Town Manager



Nancy Campbell, Field Representative

APPENDIX C



Memorandum of Agreement Between Town of Billerica and the Teamsters, Local No. 25

The Town of Billerica ("the Town") and Teamsters, Local No. 25 ("Union") hereby agree to enter into this Memorandum of Agreement ("MOA") and agree as follows:

The Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratification:

Wastewater Department:

1. The Town would like to eliminate a Wastewater Treatment Operator position, which is currently vacant.
2. The Town would like to create a Wastewater Collections Operator position (proposed name change from wastewater collections repairman).
3. The Town would like to convert the Heavy Motor Equipment Operator position, currently held by Jeffrey Spencer, to an additional Wastewater Collections Operator position. Mr. Spencer is the most viable candidate as he possesses a CDL, Hoisting License, Collections Grade 4 License and Wastewater Treatment Grade 2 License.

Salary Comparison:

- | | |
|-------------------------------------|-----------------------|
| 1. Wastewater Treatment Operator: | \$32.96/hour (Step 1) |
| 2. Wastewater Collections Operator: | \$30.17/hour (Step 1) |
| 3. Wastewater Collections Operator: | \$30.17/hour (Step 1) |
| Heavy Motor Equipment Operator: | \$28.51/hour (Step 1) |

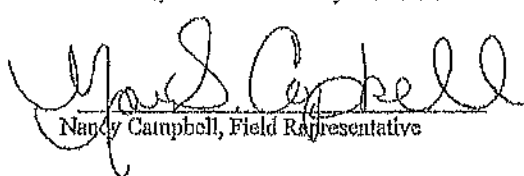
The Town agrees that all new positions, with the exception of change 3.) listed above will be posted in accordance with the current agreement between the Town of Billerica and Teamsters, Local No. 25.

IN WITNESS WHEREOF, the Teamsters, Local No. 25 and the Town of Billerica, by their authorized representatives, have set their hands to this contract amendment on February 26, 2025.

Town of Billerica Duly Authorized


Clancy Mohr, Town Manager

Teamsters, Local No. 25 Duly Authorized


Nancy Campbell, Field Representative