

TOWN OF BILLERICA



ANNUAL SPRING TOWN MEETING

**Saturday, June 20, 2020 at 10:00 AM
Please Arrive at 9:00 AM**

At

Billerica Memorial High School

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Part I

June 1, 2020 Board of Selectmen Town Meeting Procedure Update



Town of Billerica

John C. Curran
Town Manager

Cathleen B. O'Dea
Assistants Town Manager

Town Manager's Office
365 Boston Road
Billerica, MA 01821
Phone: 978-671-0942
Fax: 978-671-0947

May 29, 2020

Chairman Edward Giroux
Billerica Board of Selectmen
365 Boston Road
Billerica, MA 01862

Re: Town Meeting Procedures

Dear Chairman Giroux and Members of the Board of Selectmen:

As you know, the Spring Annual Town Meeting requires a very large number of individuals to gather in close proximity for extended periods of time on at least three occasions. Furthermore, a significant number of Town Meeting members fall within the high-risk groups as pertains to exposure to the COVID-19 virus. All of these conditions present an extremely dangerous environment to conduct a Town Meeting. After consultation with the Town Moderator and other public health and safety officials, and in an effort to address all applicable state and local orders, directives and guidance concerning public assemblies as it pertains to COVID-19, I recommend that certain procedures be adopted in an effort to limit the public health and safety impacts presented by Town Meeting during the current COVID-19 pandemic.

I recommend that the Board of Selectmen of the Town of Billerica call for the Annual Spring 2020 Town Meeting, originally scheduled for June 16, 2020, be conducted on the following Saturday, June 20, 2020. In an effort to minimize the amount of social contact necessary to conduct the Meeting, it is my hope that Town meeting can be completed on that single day.

I recommend that the Town Meeting be held at the new Billerica Memorial High School (BMHS). In order to further minimize the amount of social contact Town Meeting members would be split up in different rooms by precinct throughout the BMHS, with additional accommodation made for other attendees. The building is equipped with the newest technology and most efficient ventilation systems. Each room will be connected through a Zoom Webinar-type platform. I have consulted with the Information Technology Director at the BMHS, Mark Bishop, and the Information Technology Director of the Town, Chris Bartlett, as well as the Town Moderator, and collectively we have determined the Zoom Webinar platform enables full observation and participation by the Town Meeting members in compliance with the requirements of G.L. c. 39, sec. 10. I have also consulted with the local disability

commission chair, Steve Strykowski, to ensure that this format complies with federal Americans with Disabilities Act.

I therefore recommend that the Board of Selectmen approve the convening of Town Meeting at the BMHS with the precincts being assigned to different rooms to meet necessary social distancing protocols to ensure the safety of all Town Meeting members, and further that the meeting start at 10:00AM with members convening at 9:00AM to ensure that all members are in place and the technology is working and to allow time for caucusing in new members, and that the warrant for Town Meeting be posted accordingly.

I further recommend that the Board of Selectmen address the necessary quorum for Town Meeting. Article 1, Section 1.2 of the Billerica General Bylaws as amended specifies a quorum for Town Meeting of 121 members. Pending special legislation H4752, amending S2680 entitled, "An Act relative to Municipal Governance During the COVID-19 Emergency", includes in Section 7 provisions to allow for the reduction in the quorum requirement for town meetings. I recommend that the Board, consistent with Section 7(a) of the pending legislation, vote to reduce the quorum requirement for Billerica Town Meeting from 121 members to 91. The highest attendance at recent Town Meetings has been approximately 180 members, meaning that this reduced quorum represents half of that number plus one and is more than two-thirds of the quorum required by the Town's Bylaw. In order to comply with the requirements of the pending legislation, notice of the Board's intention to consider an adjustment of the Town Meeting quorum requirements must be published not less than seven (7) days before the vote of the Board of Selectmen on such adjustment. The Board of Selectmen shall provide for adequate means of public access that will allow interested members of the public to clearly follow the deliberations of the Board of Selectmen on making a quorum adjustment as those deliberations are occurring. Please note, however, that this legislation is pending and has not yet been enacted. Therefore, any action taken by the Board of Selectmen to adjust the quorum requirement should acknowledge that such enabling legislation is pending and that action thereunder is taken contingent upon and subject to such enactment. If the legislation is not enacted in substantially the form described above, action of the Board of Selectmen in this regard may be deemed ineffective.

Sincerely,



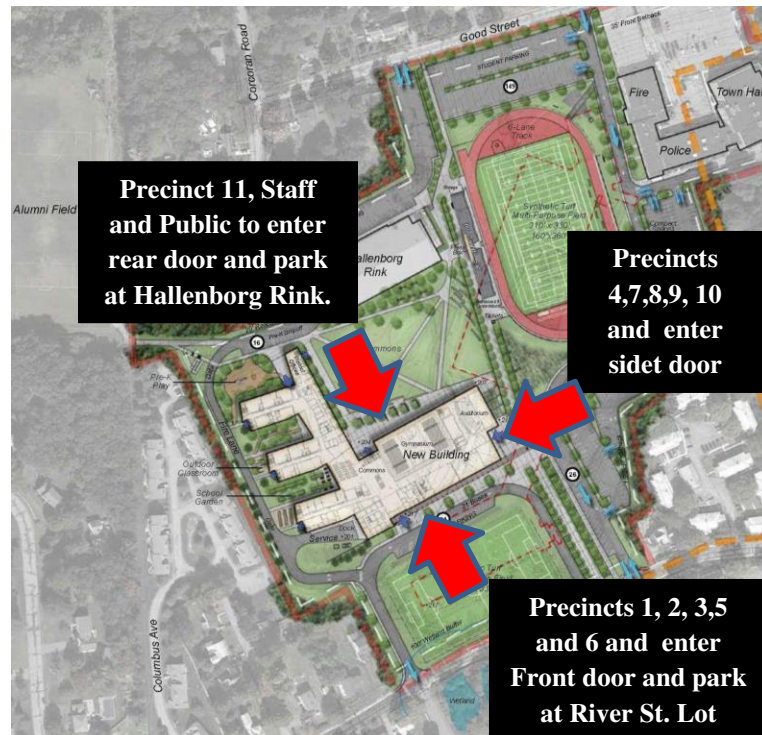
John Curran
Town Manager

NOTE: At the June 8th meeting of the Board of Selectmen the Board voted unanimously to have the Spring Annual Town Meeting on Saturday June 20, 2020 to begin t 10:00AM. Representatives shall convene at the Billerica Memorial High School at 9:00 to allow time for caucusing to elect new members and precinct officers.

Part II

COVID-19 Town Meeting Directions

Due to the circumstances of the COVID-19 pandemic Town Meeting will be required to run differently this year.



Town Meeting will be held on Saturday, June 20, 2020. Town Meeting will begin at 10:00AM but we ask you to arrive shortly before 9:00AM. This will allow time to have precincts enter the building at staggered times to reduce close contact with one another and to caucus in new members and elect precinct officers. Please refer to the map below on where your precinct will enter. Once you arrive your precinct will have a designated waiting area. If you are entering at the front or side entrance please use the River Street parking lots. If entering at the back of the building please utilize the Hallenborg Rink parking lot.

Once the precincts have entered this will allow time for a caucus and to make sure the technology is optimized for the amount of residents in each room.

Town Meeting will then be run over Zoom. Each precinct will be considered a Zoom attendee. They will all be their own video feed like the picture below. You will have all 11 precincts on the screen, the Moderator, and any Town personnel who are giving a presentation. Sound will be broadcast over the speakers in each meeting room.

Town Meeting then will be run just like Town Meeting. The Moderator will announce the article, recommendations will be given by the appropriate boards, and a presentation will be given. Once the presentations conclude questions will be allowed. The Moderator may choose allow questions in following manner:



on Article 1, Precinct 1 will have the first opportunity to ask a question. Then it will continue on to Precinct 2, and so on, until all questions have been exhausted or somebody moves the question. On Article 2, Precinct 2 will get the first opportunity to ask a question regardless of where the previous rotation left off. This will continue on until the warrant has been finished. For example Article 17 will begin with Precinct 6. To ask a question you will need to raise your hand and your precinct captain will then start a que line in your meeting room. Once it is your turn you will step up to the designated speaking spot and make your comments.

Voting will take place in each precinct. Votes will be done by raising your hand and counted by your precinct Captain. The Moderator will then speak over zoom to ask each precinct to publically report out their vote by their Captain. Votes will then be recorded in a google sheet that will be broadcast over the zoom meeting.

The Town strongly recommends that Town Meeting be completed in one

day in an effort to minimize the amount of social contact necessary to conduct the Meeting. To help facilitate this goal the book will be mailed out early and video presentations will be recorded in advance of Town Meeting. All members will be encouraged to ask questions in advance.

Additionally, there will be two consent agendas. A “consent agenda” is a parliamentary process used to group routine, non controversial article together to expedite the process. the first will include articles 1,2,3,16,17 and 32, the second will be all of the collective bargaining articles 4,5,6 and 7. The first consent agenda consists of routine procedural articles that epresentatives approve every year as well as a routine budget amendment and a land donation. The second consent agenda consists of collective bargaining articles that all have the same Cost of Living Adjustments (COLAs).

Lunch will be provided for all Town Meeting members and mask will be required as well.

Spring 2020 Town Meeting June 20, 2020				
	Article 1		Article 2	
	Yes	No	Yes	No
Precinct 1	7	3		
Precinct 2	9	5		
Precinct 3	15	0		
Precinct 4	3	11		
Precinct 5	7	3		
Precinct 6	9	5		
Precinct 7	15	0		
Precinct 8	3	11		
Precinct 9	7	3		
Precinct 10	9	5		
Precinct 11	15	0		
Total	99	46		

Each precinct will have a technology captain and a precinct captain who will help facilitate the operations in the room. If you are interested in being a technology captain please reach out to the contact info below.

If you have any further questions please do not hesitate to reach out either by email JCurran@town.billerica.ma.us or by phone at (978) 671 -0942.

Sincerely,

A handwritten signature in black ink, reading "John C. Curran". The signature is written in a cursive style with a large, stylized "J" and "C".

John Curran
Town Manager

Part III

Coronavirus Financial Update



Town of Billerica

John C. Curran
Town Manager

Cathleen B. O'Dea
Assistant Town Manager

Town Manager's Office
365 Boston Road
Billerica, MA 01821
Phone: 978-671-0942
Fax: 978-671-0947

June 11, 2020

RE: Budget considerations in this COVID-19 Pandemic

Dear Town Meeting Member:

There are several considerations that had to be vetted to determine the appropriate actions to take regarding the Fiscal 2021 Budget in the era of the COVID 19 pandemic. It is my recommendation that we proceed with the original budget presented with some conditions based on the following analysis. The Town would freeze new hires and capital infrastructure spending until the future financial outlook is more certain. However, all bonding articles remain on the warrant because these are long-term commitments that should not be delayed because of short-term economic fluctuations.

Impacts to the current budget FY2020

In considering this course of action the Town has assessed many factors that affect this decision. The first consideration is what impacts has COVID 19 had on the current budget. Revenues have not been adversely impacted in a significant way in FY2020 primarily because COVID 19 did not hit until the last quarter of the fiscal year. Tax collections have already reached 97% for the entire fiscal year and 93% for the fourth quarter even as the Board of Selectmen moved the due date back a month to assist residents during this time. Considering this 30 day delay and that the Town is only 3 basis points lower than last year's collections at this time it is expected that we will easily maintain our same collection rates as we have in past years.

Our local receipts for FY2020 were projected at \$12.7 million and we have already exceeded that amount in collections. Local Aid or State aid receipts will be fully honored by the state. There is no intention by the Governor to impose 9C cuts at this time and it is too late in the fiscal year to implement such a change. The Town will receive the anticipated \$26 million.

Expenditures for FY2020 are also showing a positive outlook at this time. The Town has seen an increase in expenses from COVID 19 in some areas but much of this has been offset by savings realized in other areas. The Town has purchased significant PPE to protect employees during the pandemic. The Town has also purchased sneeze guards and signage to outfit public buildings for social distancing. The schools have also incurred expenses in areas of technology and remote learning. Conversely the Town

has realized savings in overtime because employees are not taking time off during the pandemic and also utilities in buildings that have not operated for several months. Additionally, the Town is seeking reimbursement for all COVID 19 related expenses through FEMA and the Cares Act. All of these factors will result in a positive effect for the free cash outlook this fall.

Impacts to next Year's Budget FY2021

Revenue projections for FY2021 are fairly stable with the exception of Local Aid. Typically the local aid number from the state is known well in advance of the budget being approved by Town Meeting. However, this year as result of COVID 19 the state has not released these numbers yet for several reasons. The state, like Billerica, pushed out the due date for state taxes for 30 days and they do not have a clear picture of tax revenue collected. The Governor has stated that he is also waiting to determine what level of financial relief the state will receive from the Federal Government.

Currently, the Town is carrying the same local aid number as last year -\$12.7 million. If the number eventually released by the state is lower than last year the intention is to use stabilization funds or more likely free cash to make up the difference. There are several reasons to address the shortfall in this way. First, the Town does not want the tax levy to change in an adverse way as a result of the pandemic and a reserve appropriation accomplishes this. The other alternative is to make blind cuts – in other words without knowing what the state funding will be it is impossible to predict where and how much to cut.

Furthermore, the next few months are uncertain as we all know. It is more prudent to preserve the level of service based on the fact that municipal service demands will increase over these months.

Specifically, the school system will have increased needs in technology, PPE, transportation and special educational services. The Town's public safety departments need to be maintained at current levels to get through this pandemic.

Future Considerations

The town consistently budgets conservatively and builds up reserves specifically to plan for an occasion such as this – a rainy day. As stated earlier, this will be accompanied with freezing new hires and capital expenditures.

The Town will be in a better position to make budget decisions in the fall after state numbers come out and after decisions have been made about how are school systems will be structured in the COVID 19 environment. Accordingly, I will be recommending that the Board of Selectmen schedule Fall Town Meeting earlier than usual to avoid a potential spike in the late Fall but also to resolve budget issues as soon as possible once the information is available.

These are unprecedented times but I am confident that Billerica will come out of this period as strong as ever due in large part to the continued financial discipline demonstrated by Town Meeting.

Sincerely,



John Curran
Town Manager

Part IV

GLOSSARY OF TOWN MEETING TERMS

APPROPRIATION: An authorization by Town Meeting to make obligations and payments from the Treasury for a specific purpose.

ASSESSED VALUATION: The value set on real or personal property by the Board of Assessors as a basis for establishing the tax rate.

CAPITAL BUDGET: A multi-year plan of spending for large capital items requested by Town Departments. Most of these items are voted on individually as warrant articles.

CERTIFIED PROJECT: Agreement between the Town and a given business, negotiated by the Town Manager and approved by Town Meeting, to allow a business to take advantage of state and local tax incentives.

CHERRY SHEET: A form from the Mass. Department of Revenue showing all the State charges and reimbursements to the Town as certified for the following year.

COMMERCIAL DISTRICT: As described in Section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 25,000 square feet.

CONTRACT SERVICES: Services provided to any department or board by a contractor outside of Town Government, paid for through a line item in department budget.

DEBT SERVICE: Payment of interest and principle to holders of the Town's debt instrument.

ECONOMIC OPPORTUNITY AREA: Cities and towns, designated by the Legislature, allowed to offer state and local tax incentives to encourage the use of unoccupied and/or the expansion of existing industrial/commercial businesses.

ECONOMIC TARGET AREA: Specific industrial/ commercial areas, chosen by a city or town with E.O.A. designation, as areas in which application for certified projects will be accepted.

FISCAL YEAR: A 12-month period, commencing July 1st, to which the annual budget applies. The monies appropriated at the Spring Town Meeting are for the ensuing "fiscal year" beginning July 1st.

FREE CASH: Free cash is neither free nor cash. This is a dollar value, usually certified by the State in late summer, that represents unspent and unencumbered income and receivables from the previous year. Once certified, this money may be spent by appropriation at a Town Meeting for any lawful purpose.

GENERAL FUND: The major Town fund created with town receipts and tax revenue from which the majority of town expenses are met.

OPERATING BUDGET: A plan of proposed spending and the means of paying for it in the next fiscal year. It is the Town's projection on what it will cost to operate.

OVERLAY (Overlay Reserve or Reserve for Abatements and Exemptions): An account established annually to fund anticipated property tax abatements and exemptions in that year. The overlay reserve is not established by the normal appropriation process, but rather is raised on the tax rate recapitulation sheet.

STABILIZATION ACCOUNT: A "rainy day" fund set aside to meet future capital expenses in the town (example: a fire engine, or for any lawful municipal purpose.). To spend from this fund there must be an appropriation by a 2/3 vote of Town Meeting.

GENERAL BUSINESS DISTRICT: As described in section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 25,000 sq. ft.

INDUSTRIAL DISTRICT: As described in section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 60,000 sq. ft.

NEIGHBORHOOD RESIDENTIAL DISTRICT: As described in section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 40,000 sq. ft.

VILLAGE RESIDENTIAL DISTRICT: As described in section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 30,000 sq. ft.

RURAL RESIDENTIAL DISTRICT: As described in section 9.5 of the Zoning By-Laws, Summary Dimensional Table, having a minimum lot size of 50,000 sq. ft.

SPECIAL TOWN MEETING: There may be instances where the Selectman may deem it necessary to hold a Special Town Meeting. This meeting is usually for a specific purpose, (i.e.: emergency funding needed for a specific project). Once called, anyone wishing to add articles to the Special Town Meeting Warrant may do so.

Part V

FINANCE COMMITTEE REPORT Spring 2020

Article 1: The Article sets the Selectmen compensation at an amount level with FY20. The Town Clerk salary reflects a 2% increase over FY20 in accordance with MGL Chapter 41 Sec. 108. The Finance Committee recommends by a vote of 8-3.

Article 2: The Article bears no financial implications to the Town. The Finance Committee does not recommend by a vote of 5-5-1.

Article 3: The Article bears no financial implications to the Town therefore the Finance Committee recommends unanimously.

Article 4: This article seeks to fund the collective bargaining agreement between the Town and the IUPE Local 140 Clerical Unit from July 1, 2020 through June 30, 2023. This settlement represents a 3 year average salary increase of 2.2% per year over the life of the contract. Upgrades have also been made to five positions within the unit with corresponding upgrades in salaries. The first year costs contained in the agreement are \$41,000 and are accounted for in the Budget. The Finance Committee recommends the article 9-1-1.

Article 5: This article seeks to fund the collective bargaining agreement between the Town and the IAAF Firefighters Local 1495 from July 1, 2020 through June 30, 2023. This settlement represents a 3 year average salary increase of 2.2% per year over the life of the contract. Other notable increases were made to Fire Watch Duty Pay and To Educational Incentives which had not seen adjustments in more than 10 years. The first year costs contained in the agreement are \$157,000 and are accounted for in the Budget. The Finance Committee recommends the article 6-5.

Article 6: This article seeks to fund the first year costs of the collective bargaining agreement between the Town and the SEIU Local 888 Department Heads from July 1, 2020 through June 30, 2023. This settlement represents a 3 year average salary increase of 2.8% per year over the life of the contract. The first year costs contained in this article are \$60,000 The Finance Committee recommends the article 9-2.

Article 7: This article represents a the first year costs of a Collective Bargaining Agreement between the Town the IAFF Fire Alarm Operators Local 1495 commencing on July 1, 2020 and ending June 30, 2023. This settlement represents a 3 year average salary increase of 2.2% per year over the life of the contract. There were additional language changes that have no financial impact to the Town. The first year costs contained in this article are \$6500. The Finance Committee recommends this article 10-1.

Article 8: Withdrawn

Article 9: Withdrawn

Article 10: Withdrawn

Article 11: Withdrawn

Article 12: Recommendation Reserved

Article 13: See Annual Report Vote 9-2

Article 14: The increase in this Article is consistent with the normal increases seen to operate the Water Department. Contractual Obligations are consistent with the contracts currently in force. There is a nominal increase in the balance of the budget consistent with the increase in cost to properly operate the system. The Finance Committee recommends 9-2.

Article 15: The increase in this Article is consistent with the normal increases seen to operate the Waste Water Department. Contractual Obligations are consistent with the contracts currently in force. There is a nominal increase in the balance of the budget consistent with the increase in cost to properly operate the system. The Finance Committee recommends 9-2.

Article 16: This article maintains the policy where-by the Town Manager will be allowed to transfer funds between line items within a given budget at a sum no greater than \$5,000 without Finance Committee approval. This article is in keeping with past practice and the Finance Committee recommends 11-0.

Article 17: The article is consistent with Mass. General Law with regard to the creation and spending limit provisions for Revolving Funds. The funds listed in the warrant represent a re-authorization of spending limits which are the same as last year. The Finance Committee recommends 9-2.

Article 18: A majority of the Finance Committee has determined that funds requested for sidewalk improvements on Nashua Road to be consistent with the Towns policy of adding sidewalks when road work is done whenever possible. The Finance Committee recommends the article by a vote of 10-1.

Article 19: It is the majority opinion of the Finance Committee that the article is consistent with the Towns policy of replacing water mains whenever possible. The Committee has also determined that using of Retained Earnings as the funding source is also consistent with the proper use of those funds and recommends the article 10-1.

Article 20: It is the majority opinion of the Finance Committee that the article is consistent with the Towns policy of upgrading the DPW truck fleet. The Committee has also determined that the use of Plant Expansion Funds to also be consistent with the proper use of such funds and recommends the article 10-1

Article 21: It is the majority opinion of the Finance Committee that the article is consistent with the Towns policy of upgrading equipment at the Wastewater Treatment Plant. The Committee has also determined that the use of Plant Expansion Funds to also be consistent with the proper use of such funds and recommends the article 11-0.

Article 22: It is the Majority opinion of the Finance Committee that the funds requested in this article to be consistent with the Towns efforts to make the Howe School Building once again a useful part of the Towns building inventory and preserve a part of the Towns rich history. The Committee has further determined that the Public/Private partnership between the Town/CPA and BATV in financing the costs of construction and renovation to be in the best interests of the Town. The Committee voted to recommend the article 6-5.

Article 23: It is the Majority opinion of the Finance Committee that the funds requested in this article to be consistent with the Towns efforts to rehabilitate its recreational fields. The Committee has further determined that the use of CPA funds in financing the costs of construction and renovation to be in the best interests of the Town. The Committee voted to recommend the article 7-4.

Article 24: A majority of the Finance Committee has determined that the request contained in the article to demolish the Old Ditson and Vining Schools to be in the best interests of the Town given that both buildings have outlived their usefulness and are currently posing a safety risk and financial burden on the Town. The Committee has further determined that the cost to rehabilitate both buildings would be prohibitive and the best financial course to take is to demolish them. The Committee voted to recommend the article 7-4.

Article 25: It is the unanimous opinion of the Finance Committee that the request contained in the article to appropriate funds for a betterment on Dunham Road and Plank Street to be in the best interests of the Town whereas the betterment will be assessed on all properties on said streets in order to pay the bond and no costs will be incurred by the Town. The Committee voted to recommend the article by a vote of 11-0.

Article 26: The Article is consistent with the Committees desire to see that prompt maintenance and, if necessary, replacement of equipment vital to the operation of the Waste Water Treatment Plant be the norm in this and all departments. The borrowing of the funds requested will come from the Massachusetts Clean Water Trust and will carry an interest rate of 2% over the 20 year life of the loan. The Finance Committee recommends 10-1.

Article 27: A majority of the Finance Committee has determined that entering into a lease with BATV to lease the Howe School to be in the best interests of the Town and recommends the article 7-4.

Article 28: A majority of the Finance Committee has determined that the funds requested in the article to provide professional and technical resources for the Capital Planning Committee to be in the best interests of the Town and recommends the article 8-3

Article 29: Recommendation Reserved

Article 30: The Community Preservation Budget is statutorily mandated under the Community Preservation Act with certain percentages being allocated in each category listed. The projects requesting funding are consistent with the statute and the amounts are within the balances in the respective accounts. The Finance Committee recommends 9-0-1.

Article 31: Recommendation Reserved

Article 32: It is the unanimous opinion of the Finance Committee that the acceptance of the parcel of land identified as Deed Book 33228, page 253, Lot 7, Plan Book 242, page 132 to be in the best interest of the Town and recommends the article by a vote of 11-0

Article 33: A majority of the Finance Committee has determined that the change requested to the Zoning By-Law has no negative financial impact on the Town and recommends the article by a vote of 9-2.

Article 34: A majority of the Finance Committee has determined that the request for a change to the title of Board of Selectmen to Select Board has no financial impact on the town and recommends the article by a vote of 9-2.

Article 35: A majority of the Finance Committee has determined that the change requested to the Zoning By-Law has no negative financial impact on the Town and recommends the article by a vote of 8-3.

Article 36: A majority of the Finance Committee has determined that applying the Elderly Community Overlay to the property identified as 120 Rangeway Road will have an overall positive impact on the Town and recommends the article by a vote of 8-3.

Part VI

Annual Spring Town Meeting Warrant Including Budget Summary

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation

1	To Set Compensation of Elected Officials			Finance Committee	Recommends
2	To Hear Reports of Town Departments, Committees & Officers			Town Manager; authorized by BOS	Does Not Recommend

Financial Articles

3	To Transfer Funds Between 2020 Budget Line Items	\$110,000	Transfer from Available Funds	Town Manager; authorized by BOS	Recommends
4	To Fund Collective Bargaining Agreement – IUPE Clerical Unit	\$41,000	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
5	To Fund Collective Bargaining Agreement – IAFF Firefighters	\$157,000	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
6	To Fund Collective Bargaining Agreement – SEIU Local 888 Administrative Unit	\$60,000	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
7	To Fund Collective Bargaining Agreement – IAFF Civilian Fire Alarm Operators	\$6,500	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
8	To Fund Collective Bargaining Agreement – IAEP Police EMT's and Paramedics	This Article has been Withdrawn			
9	To Fund Collective Bargaining Agreement – NEPBA Police Officers – Group (B) Superior Officers	This Article has been Withdrawn			
10	To Fund Collective Bargaining Agreement – NEPBA Police Officers – Group (A) Patrolmen	This Article has been Withdrawn			
11	To Fund Collective Bargaining Agreement – NEPBA Police Civilian Dispatchers	This Article has been Withdrawn			
12	To Fund Collective Bargaining Agreement – School Cafeteria	This Article has been Withdrawn			
13	Fiscal Year 2021 Town and School Budget	\$160,018,238	Raise & Appropriate from Available Funds	BOS, Town Manager & Finance Committee	Recommends
14	Fiscal Year 2021 Water Enterprise Budget	\$6,566,188	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
15	Fiscal Year 2021 Sewer Enterprise Budget	\$8,388,219	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
16	To Allow the Town Manager and Finance Committee to Transfer Funds			Finance Committee	Recommends
17	To Authorize Departmental Revolving Funds			Town Manager, authorized by BOS & School Committee	Recommends
18	To Fund Sidewalk Construction on Nashua Road	\$128,610	Transfer & Appropriate from Available Funds	Town Manager; authorized by BOS	Recommends
19	To Fund the Replacement of Water Mains	\$600,000	Transfer & Appropriate from Available Funds	Town Manager; authorized by BOS	Recommends
20	To Fund the Purchase of Equipment Replacement for the Sewer Treatment Plant	\$65,000	Transfer & Appropriate from Available Funds	Town Manager; authorized by BOS	Recommends

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation
21	To Fund the Replacement of One Air Blower for the Sewer Treatment Plant	\$445,000		Town Manager; authorized by BOS	Recommends
22	To Fund Addition to and Remodeling of Howe School	\$7,500,000	Borrowing	Town Manager; authorized by BOS	Recommends
23	To Fund Construction of the Peggy Hannon-Rizza Multi-Generational Park and Recreation Complex	This Article has been Withdrawn			
24	To Fund the Demolition of the Old Ditson and Vining Schools	\$5,000,000	Borrowing	Town Manager; authorized by BOS	Recommends
25	To Fund Repairs to Dunham Road and Plank Street by Roadway Betterment	\$2,000,000	Betterment	Town Manager; authorized by BOS	Recommends
26	To Fund Sewer Plant Improvements	\$2,355,632	Borrowing	Town Manager; authorized by BOS	Recommends
27	Howe School Lease			Town Manager; authorized by BOS	Recommends
28	To Fund the Capital Planning Committee Study	\$30,000	Raise & Appropriate	Town Manager; authorized by BOS	Recommends
29	To Purchase Property Located at 367 Boston Road	This Article has been Withdrawn			

Community Preservation Articles

30	Community Preservation Committee Appropriation and Budget Recommendations	\$925,000	Community Preservation Fund	Community Preservation Committee	Recommends
31	Community Preservation Committee Appropriation and Budget Recommendations (Thomas Talbot Masonic Lodge)	\$800,000	Community Preservation Fund	Community Preservation Committee	Reserves Recommendation

Land Donation Article

32	To Accept a Donation of Land on Glad Valley Drive			Town Manager; authorized by BOS	Recommends

Zoning By-Law Article

33	To Change Zoning By-Law			Town Manager; authorized by BOS	Recommends

Petitioner Articles

34	Petitioner Article				Recommends
35	Petitioner Article				Recommends
36	Petitioner Article				Recommends

WARRANT
2020 ANNUAL SPRING TOWN MEETING

Middlesex, ss.

To Any Constable in the Town of Billerica

Greetings,

You are hereby authorized and requested to notify and warn the inhabitants of said Town of Billerica qualified by law to vote in Elections and Town Affairs, to meet at the Billerica Memorial High School, located at 35 River Street, Billerica, MA on Saturday, June 20, 2020 at 10:00 AM, with members convening at 9:00 AM in several different rooms, connected audio-visually, to hear and act upon all the business in the Warrant, then and there to vote on the following articles:

ARTICLE 1 - TO SET COMPENSATION OF ELECTED OFFICIALS

To see if the Town will vote to fix the compensation of the following six elected officers of the Town and determine any salary increase that shall become effective July 1, 2020; or act in relation thereto.

Selectmen, Chairman - \$2,000

Selectmen, Members - \$1,800

Town Clerk - \$117,910.67; or act in relation thereto.

Submitted by the Finance Committee

Finance Committee recommends approval.

Article 1 Explanation: In accordance with M.G.L. Chapter 41, Section 108, the salary and compensation of all elected officials shall be fixed annually by a vote of Town Meeting.

ARTICLE 2 - TO HEAR REPORTS OF TOWN DEPARTMENTS, COMMITTEES & OFFICERS

To see if the Town will vote to hear and act upon the reports of Town Departments, Committees and Officers; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee does not recommend.

Article 2 Explanation: In accordance with M.G.L. Chapter 40, Section 49, this article allows Town Meeting to hear and act upon reports submitted in the FY 2019 Annual Town Report.

ARTICLE 3 - TO TRANSFER FUNDS BETWEEN 2020 BUDGET LINE ITEMS

To see if the Town will vote to transfer from available funds the sum of \$110,000 to amend various Fiscal Year 2020 budget line items as follows; or act in relation thereto.

From:	91070-7020	Worker Compensation	\$110,000
To:	91070-7010	Building Insurance	\$ 20,000
	91070-7042	Medicare Tax	\$ 90,000

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 3 Explanation: This article is an annual article submitted to transfer money between line items to ensure that all line items are fully funded for the current fiscal year. The Town is transferring \$20,000 into Building insurance to cover additional costs associated with the new High School and \$90,000 in to Medicare tax to cover employment tax (1.45%) not known earlier due to unsettled contracts. Workers Comp is a premium based cost based on a rolling average of the last three years. This year's costs have performed better than the average and have resulted in a surplus.

ARTICLE 4 - TO FUND COLLECTIVE BARGAINING AGREEMENT - IUPE CLERICAL UNIT

To see if the Town will vote to raise and appropriate the sum of \$41,000 to fund the first year cost items contained in the successor Collective Bargaining Agreement between the Town and IUPE Clerical Unit (Independent Union of Public Employees) which has a term of July 1, 2020 through June 30, 2023; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 4 Explanation: This is a three year contract with a term of July 1, 2020 through June 30, 2023. It includes a cost of living adjustment of 2.3% in FY 2021, 2.1% in FY 2022 and 2.1% in FY 2023. It also includes five reclassifications of positions based on a Classification Study commissioned by the Town. The first year of the contract has a value of \$41,000. The second and third year will have a value of \$38,000 and \$38,500 respectively.

ARTICLE 5 - TO FUND COLLECTIVE BARGAINING AGREEMENT - IAFF FIREFIGHTERS

To see if the Town will vote to raise and appropriate the sum of \$157,000 to fund the first year cost items contained in the successor Collective Bargaining Agreement between the Town and IAFF Firefighters (International Association of Firefighters) which has a term of July 1, 2020 through June 30, 2023; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 5 Explanation: This is a three year contract with a term of July 1, 2020 through June 30, 2023. It includes a cost of living adjustment of 2.3% in FY 2021, 2.1% in FY 2022 and 2.1 % in FY 2023. It also includes an increase to the Fire Detail pay rate. Educational incentives were also adjusted and language was added to suspend educational incentives for those Firefighters that discontinue their educational pursuits. Language was also added to allow the Fire Chief to create specialty positions. The first year of the contract has a value of \$157,000. The second and third year will have a value of \$147,000 and \$150,000 respectively.

ARTICLE 6 - TO FUND COLLECTIVE BARGAINING AGREEMENT - SEIU LOCAL 888 ADMINISTRATIVE UNIT

To see if the Town will vote to raise and appropriate the sum of \$60,000 to fund the first year cost items of the successor Collective Bargaining Agreement between the Town and SEIU Local 888 Administrative Unit (Service Employees International Union) which has a term of July 1, 2020 through June 30, 2023; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 6 Explanation: This is a three year contract with a term of July 1, 2020 through June 30, 2023. It includes a cost of living adjustment of 2.3% in FY 2021, 2.1% in FY 2022 and 2.1 % in FY 2023. Junior Civil Engineers were added to this Collective Bargaining Unit. The probationary period was extended. This contract also included seven position reclassifications based on a Town commissioned Classification Study. The second and third year will have a value of \$56,000 and \$57,000 respectively.

ARTICLE 7 - TO FUND COLLECTIVE BARGAINING AGREEMENT - IAFF CIVILIAN FIRE ALARM OPERATORS

To see if the Town will vote to raise and appropriate the sum of \$6,500 to fund the first year cost items of the successor Collective Bargaining Agreement between the Town and the successor Collective Bargaining Agreement between the Town and IAFF Civilian Fire Alarm Operators which has a term of July 1, 2020 through June 30, 2023; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 7 Explanation: This is a three year contract with a term of July 1, 2020 through June 30, 2023. It includes a cost of living adjustment of 2.3% in FY 2021, 2.1% in FY 2022 and 2.1 % in FY 2023. The second and third year will have a value of \$6,000 and \$6,000 respectively.

ARTICLE 8 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 9 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 10 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 11 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 12 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 13 - FISCAL YEAR 2021 TOWN AND SCHOOL BUDGET

To see if the Town will vote to adopt, pursuant to Article 5 of the Billerica Home Rule Charter, the following proposed line item budget for fiscal year beginning July 1, 2020 and ending June 30, 2021. It is anticipated that \$71,187 will be transferred from the Hallenborg Rink Fund to fund a portion of the Debt Service Budget.

This budget was produced under the direction of the Board of Selectmen and represents a complete financial plan of all Town funds and activities that are subject to appropriation, including the budget as requested by the School Committee (Department Account #300-5100 - #300-5800) and provisions for a Reserve Fund (Account #13170-7063) administered by the Finance Committee.

The line item budget is arranged to show the actual expenditures for the current year and the proposed budget for the ensuing fiscal year. It is summarized by Town agency, function and/or program including any proposed capital expenditures. The Town Manager's detailed budget and all explanatory information are available to the Town Meeting Representatives and the general public for inspection in the Town Manager's Office, the Public Library and the Town Clerk's Office.

The following budget, when considered by the Town Meeting shall first be subject to amendment, if any, as may be proposed by the Finance Committee; or act in relation thereto.

Submitted by the Board of Selectmen, Town Manager and Finance Committee

Finance Committee recommends approval.

Article 13 Explanation: The detailed budget presentation will be available in the Town Meeting Book and on the Town Manager's Page: <http://www.town.billerica.ma.us/365/Budget-Information>.

Town of Billerica Budget Detail FY2021 Page 1		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
122 - Board of Selectmen								
5110	Personnel	74,438	72,978	76,224	80,637	66,976	66,976	66,976
5190	Contractual Obligations	4,000	3,898	3,742	4,000	500	500	500
5400	Supplies & Expenses	8,000	5,937	4,545	8,000	4,500	4,500	4,500
5200	Contract Services/Leases	900	1,400	1,460	1,500	1,500	1,500	1,500
7044	Assessments and Dues	18,569	23,545	26,202	23,545	28,942	28,942	28,942
5800	Capital Outlay		-	-	-	-	-	-
	TOTAL	105,907	107,758	112,173	117,682	102,418	102,418	102,418
123 - Town Manager								
5110	Personnel	511,626	533,830	562,733	614,394	660,697	660,447	660,447
5120	Permanent Part Time	51,754	53,306	55,047	57,038	70,514	70,514	70,514
5130	Overtime	-	-	-	-	10,000	10,000	10,000
5190	Contractual Obligations	\$26,783	\$11,370	\$5,143	\$8,260	\$16,470	\$16,470	\$16,470
5400	Supplies & Expenses	24,968	28,243	20,521	28,400	28,400	28,400	28,400
5200	Contract Services/Leases	8,174	-	20,033	25,000	25,000	25,000	25,000
7037	Comm. Plan./Proj./Tech. Asst.	3,158	2,649	-	5,000	10,000	10,000	10,000
7050	Pensions	475	475	-	475	-	-	-
7051	Emp. Medical Exams	85,000	84,107	118,391	85,000	85,000	85,000	85,000
7053	Prof. Training/Development	5,059	9,423	14,685	15,500	15,500	15,500	15,500
7061	Pr. Town Rep./TM Handouts	13,268	-	2,125	10,000	6,000	6,000	6,000
7064	Contract Retro	-	15,000	-	-	-	-	-
7094	Assessment Center	-	15,227	8,794	-	-	-	-
7095	Substance Abuse Program	-	20,000	20,000	20,000	20,000	20,000	20,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	730,265	773,630	827,472	869,066	947,581	947,331	947,331
125 - Systems Admin.								
5110	Personnel	88,432	97,999	103,945	111,507	114,111	114,111	114,111
5190	Contractual Obligations	-	783	783	783	783	783	783
5400	Supplies & Expenses	8,130	9,993	10,000	25,000	10,000	10,000	10,000
5200	Contract Services/Leases	389,218	385,728	390,761	461,300	478,600	478,600	478,600
5800	Capital Outlay							
	TOTAL	485,780	494,503	505,489	598,590	603,494	603,494	603,494
129 - Cable Advisory Committee								
5120	Permanent Part Time			-	-	-	-	-
5400	Supplies & Expenses		5,000	-	5,000	-	-	-
	TOTAL		5,000	-	5,000	-	-	-
131 - Finance Committee								
5120	Permanent Part Time	-	834	1,000	1,000	2,000	2,000	2,000
5400	Supplies & Expenses	-	-	-	-	-	-	-
5200	Contract Services/Leases	1,082	1,197	870	1,600	1,600	1,600	1,600
7063	Reserve Fund	-	-	-	84,520	84,520	84,520	84,520
	TOTAL	1,082	2,031	1,870	87,120	88,120	88,120	88,120
135 - Town Accountant								
5110	Personnel	217,679	225,912	230,892	238,516	243,262	243,262	243,262
5190	Contractual Obligations	8,405	8,464	9,264	11,710	12,493	12,493	12,493
5400	Supplies & Expenses	1,454	1,497	1,489	1,500	1,500	1,500	1,500
5200	Contract Services/Leases	489	500	463	500	500	500	500
7062	Town Audit	58,000	58,000	60,000	60,000	60,000	60,000	60,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	286,026	294,373	302,108	312,226	317,755	317,755	317,755

Town of Billerica Budget Detail FY2021 Page 2		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
141 - Assessor								
5110	Personnel	384,535	410,180	452,386	477,376	493,346	493,346	493,346
5120	Permanent Part Time	3,000	2,970	3,000	3,000	3,000	3,000	3,000
5190	Contractual Obligations	10,624	11,453	12,330	16,453	17,253	17,253	17,253
5400	Supplies & Expenses	2,949	2,810	3,175	3,250	3,250	3,250	3,250
5200	Contract Services/Leases	30,026	30,222	29,715	39,500	39,500	39,500	39,500
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	431,134	457,635	500,606	539,579	556,349	556,349	556,349
145 - Treasurer/Collector								
5110	Personnel	471,306	480,295	489,365	515,742	534,007	534,007	534,007
5120	Permanent Part Time	20,409	20,409	20,409	20,409	20,409	20,409	20,409
5130	Overtime	-	-	-	-	-	-	-
5190	Contractual Obligations	10,947	14,697	15,411	15,911	15,911	15,911	15,911
5400	Supplies & Expenses	52,854	48,539	44,419	54,152	67,008	67,008	67,008
5200	Contract Services/Leases	77,551	91,062	82,225	92,554	92,554	92,554	92,554
5235	Tax Revenue Collection	74,741	67,316	50,000	50,000	50,000	50,000	50,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	707,808	722,318	701,829	748,768	779,889	779,889	779,889
161 - Town Clerk								
5110	Personnel	254,261	255,343	261,671	272,249	281,778	281,778	281,778
5190	Contractual Obligations	11,627	9,800	11,000	12,000	12,000	12,000	12,000
5400	Supplies & Expenses	1,369	1,385	650	1,400	2,025	2,025	2,025
5200	Contract Services/Leases	628	483	1,328	1,495	1,325	1,325	1,325
5800	Capital Outlay	-	-	-	-	800	800	800
	TOTAL	267,885	267,011	274,649	287,144	297,928	297,928	297,928
162 - Election Department								
5120	Permanent Part Time	65,692	42,195	53,248	39,826	63,186	63,186	63,186
5400	Supplies & Expenses	1,750	1,200	2,295	2,610	4,210	4,210	4,210
5200	Contract Services/Leases	49,554	27,343	49,277	48,458	68,862	68,862	68,862
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	116,996	70,738	104,820	90,894	136,258	136,258	136,258
163 - Board of Registrars								
5110	Personnel	31,863	33,967	40,740	46,207	86,653	46,330	46,330
5120	Permanent Part Time	1,510	3,020	3,204	3,205	3,205	3,205	3,205
5130	Overtime	-	-	-	-	-	2,000	2,000
5190	Contractual Obligations	600	600	583	1,000	2,000	1,000	1,000
5400	Supplies & Expenses	6,086	1,545	4,741	10,825	9,625	9,625	9,625
5200	Contract Services/Leases	-	2,811	2,618	2,850	3,300	3,300	3,300
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	40,059	41,943	51,886	64,087	104,782	65,460	65,460
171 - Conservation Commission								
5110	Personnel	184,520	185,432	177,008	194,150	194,142	194,142	194,142
5120	Permanent Part Time	-	-	-	-	-	-	-
5130	Overtime	2,415	2,496	1,567	2,644	2,892	2,892	2,892
5190	Contractual Obligations	10,848	14,297	4,574	14,866	14,866	14,866	14,866
5400	Supplies & Expenses	845	801	985	4,500	4,500	4,500	4,500
5200	Contract Services/Leases	1,167	803	923	2,800	2,900	2,900	2,900
7092	Beaver Dam Control	14,834	1,415	14,513	15,000	15,000	15,000	15,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	214,628	205,244	199,570	233,960	234,300	234,300	234,300

Town of Billerica Budget Detail FY2021 Page 3		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
175 - Planning Board								
5110	Personnel	132,729	126,902	117,452	138,719	127,605	127,605	127,605
5120	Permanent Part Time	-	-	-	-	-	-	-
5130	Overtime	-	386	-	3,315	3,315	3,315	3,315
5190	Contractual Obligations	1,543	21,203	-	1,000	-	-	-
5400	Supplies & Expenses	299	1,500	1,003	1,500	1,500	1,500	1,500
5200	Contract Services/Leases	780	1,500	688	1,500	31,500	31,500	31,500
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	135,352	151,491	119,143	146,034	163,920	163,920	163,920
176 - Board of Appeals								
5110	Personnel	52,441	54,350	54,651	55,651	-	-	-
5120	Permanent Part Time	-	-	-	-	-	-	-
5130	Overtime	2,411	3,010	2,007	3,529	-	-	-
5190	Contractual Obligations	41,354	4,434	4,834	5,334	-	-	-
5400	Supplies & Expenses	699	703	1,429	752	-	-	-
5200	Contract Services/Leases	-	-	78	80	-	-	-
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	96,905	62,497	62,999	65,346	-	-	-
192 - Town Hall								
5110	Personnel	-	-	-	37,791	56,471	56,471	56,471
5190	Contractual Obligations	-	-	-	-	-	-	-
5200	Contract Services/Leases	-	-	-	20,000	40,000	40,000	40,000
5400	Postage	120,000	119,968	141,706	120,000	145,000	145,000	145,000
5400	Custodial Supplies	2,807	3,718	3,801	4,000	4,000	4,000	4,000
5400	Supplies & Expenses	25,000	24,685	24,702	25,000	25,000	25,000	25,000
7059	Cleaning Services	-	-	-	-	-	-	-
5256	Utilities	159,500	158,958	159,500	159,500	40,000	40,000	40,000
7058	Building Maintenance	161,000	155,466	155,366	186,000	155,100	155,100	155,100
7055	Telephone	88,220	88,905	91,512	90,000	90,000	90,000	90,000
7065	Abandoned Buildings	4,586	741	176	30,000	3,500	3,500	3,500
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	561,113	552,441	576,763	672,291	559,071	559,071	559,071
691 - Historical Commission								
5400	Supplies & Expenses	50	50	50	50	50	50	50
5200	Contract Services/Leases	250	250	250	250	250	250	250
	TOTAL	300	300	300	300	300	300	300
193 - Town Systemwide								
7080	Town Retirements	175,000	155,000	175,000	125,000	190,000	190,000	190,000
7036	Town Settlements	-	-	-	-	-	-	-
7088	Town Electric	-	-	-	-	1,246,640	1,246,640	1,246,640
7095	Streetlights	227,500	209,346	227,500	227,500	165,000	165,000	165,000
7096	Legal	259,033	228,366	310,308	245,000	245,000	245,000	245,000
7097	Town Fuel	-	-	306,719	305,000	315,000	315,000	315,000
	TOTAL	661,533	592,712	1,019,527	902,500	2,161,640	2,161,640	2,161,640
TOTAL GENERAL GOVERNMENT		4,842,773	4,801,625	5,361,204	5,740,587	7,053,805	7,014,233	7,014,233

Town of Billerica Budget Detail FY2021 Page 4		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
210 - Police Department								
5110	Personnel	4,972,360	5,083,380	5,692,192	5,514,677	5,528,219	5,528,219	5,528,219
5120	Permanent Part Time	-	-	1,355	5,000	5,000	5,000	5,000
5130	Overtime	686,031	660,000	662,019	720,000	745,000	745,000	745,000
5190	Contractual Obligations	1,559,957	1,503,629	1,543,841	1,608,486	1,650,014	1,650,014	1,650,014
5400	Supplies & Expenses	387,207	412,336	277,375	287,350	298,350	298,350	298,350
5256	Utilities	-	-	-	-	-	-	-
5200	Contract Services/Leases	151,837	148,009	170,179	174,100	204,100	204,100	204,100
5800	Capital Outlay	152,089	110,026	176,300	185,600	165,600	165,600	165,600
	TOTAL	7,909,481	7,917,380	8,523,261	8,495,213	8,596,283	8,596,283	8,596,283
220 - Fire Department								
5110	Personnel	5,406,524	5,495,586	6,258,373	6,244,076	6,399,497	6,399,497	6,399,497
5120	Permanent Part Time	39,546	41,111	43,165	44,857	49,589	49,589	49,589
5130	Overtime	715,000	655,000	643,889	740,000	778,217	778,217	778,217
5190	Contractual Obligations	1,028,827	1,032,932	1,034,811	1,105,654	1,137,661	1,137,661	1,137,661
5400	Supplies & Expenses	377,071	403,144	316,045	312,310	322,635	322,635	322,635
5200	Contract Services/Leases	143,390	147,796	179,424	160,881	161,031	161,031	161,031
5256	Utilities	84,500	85,297	79,476	84,500	44,000	44,000	44,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	7,794,858	7,860,866	8,555,183	8,692,278	8,892,630	8,892,630	8,892,630
231 - Ambulance								
5110	Personnel	909,686	977,807	1,018,559	1,021,253	1,049,979	1,049,979	1,049,979
5120	Permanent Part Time	15,000	15,000	15,000	15,000	15,000	15,000	15,000
5130	Overtime	197,956	195,000	207,000	222,000	237,000	237,000	237,000
5190	Contractual Obligations	134,583	141,380	191,045	173,901	186,096	186,096	186,096
5400	Supplies & Expenses	106,132	108,958	106,555	112,200	118,200	118,200	118,200
5200	Contract Services/Leases	102,066	109,572	111,487	112,000	113,800	113,800	113,800
5800	Capital Outlay	10,390	-	-	-	-	-	-
	TOTAL	1,475,812	1,547,717	1,649,646	1,656,353	1,720,076	1,720,076	1,720,076
241 - Building Department								
5110	Personnel	347,483	519,612	537,585	562,012	624,051	624,051	624,051
5120	Permanent Part Time	108,429	-	-	-	-	-	-
5130	Overtime	10,000	10,000	10,000	10,000	10,000	10,000	10,000
5190	Contractual Obligations	36,383	35,003	45,440	47,340	46,140	46,140	46,140
5400	Supplies & Expenses	5,808	6,239	3,705	6,600	11,800	11,800	11,800
5200	Contract Services/Leases	2,807	2,805	4,601	14,375	14,375	14,375	14,375
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	510,910	573,659	601,331	640,327	706,366	706,366	706,366
244 - Sealer Weights and Measures								
5120	Permanent Part Time							
5400	Supplies & Expenses							
5200	Contract Services/Leases	11,000	11,000	12,500	11,000	12,500	12,500	12,500
	TOTAL	11,000	11,000	12,500	11,000	12,500	12,500	12,500
291 - Emergency Management								
5110	Personnel	11,562	11,562	12,581	12,581	13,231	13,231	13,231
5400	Supplies & Expenses	8,000	8,000	8,000	8,000	8,000	8,000	8,000
5190	Contractual Obligations	5,400	5,256	4,327	5,400	5,400	5,400	5,400
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	24,962	24,818	24,908	25,981	26,631	26,631	26,631

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2021 Page 5		FY2017	FY2018	FY2019	FY2020	FY2021	FY2021	FY2021
292 - Animal Control								
5110	Personnel	52,800	53,856	59,617	67,499	63,626	63,626	63,626
5120	Permanent Part Time	22,687	21,775	21,522	22,393	28,981	28,981	28,981
5130	Overtime	12,000	11,389	7,940	14,000	14,000	14,000	14,000
5190	Contractual Obligations	2,300	2,100	500	2,350	2,550	2,550	2,550
5400	Supplies & Expenses	4,127	5,481	5,142	6,500	6,500	6,500	6,500
5200	Contract Services/Leases	4,347	5,000	4,534	6,500	6,500	6,500	6,500
5256	Utilities	6,418	6,580	5,478	7,000	5,500	5,500	5,500
5800	Capital Outlay	-	-	-	-	38,825	-	-
	TOTAL	104,679	106,181	104,733	126,242	166,482	127,657	127,657
510 - Board of Health								
5110	Personnel	269,256	279,675	265,561	292,673	291,689	291,689	291,689
5120	Permanent Part Time	35,748	37,050	37,791	37,936	70,145	70,145	70,145
5130	Overtime	4,388	3,500	3,500	3,500	4,500	4,500	4,500
5190	Contractual Obligations	21,884	30,629	35,566	33,916	30,616	30,616	30,616
5400	Supplies & Expenses	2,735	2,342	2,415	2,895	2,895	2,895	2,895
5200	Contract Services/Leases	6,342	7,207	8,826	9,026	22,464	22,464	22,464
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	340,353	360,403	353,659	379,947	422,309	422,309	422,309
TOTAL PUBLIC SAFETY		18,172,055	18,402,024	19,825,221	20,027,341	20,543,277	20,504,452	20,504,452
410 - Engineering								
5110	Personnel	439,398	519,847	557,457	597,734	616,072	616,072	616,072
5130	Overtime	12,841	7,904	18,714	21,400	29,000	29,000	29,000
5190	Contractual Obligations	12,550	12,200	13,274	14,100	14,825	14,825	14,825
5400	Supplies & Expenses	3,905	6,404	7,984	8,000	8,000	8,000	8,000
5200	Contract Services/Leases	25,965	58,330	73,712	99,228	120,266	120,266	120,266
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	494,659	604,685	671,141	740,462	788,163	788,163	788,163
421 - Public Works Administration								
5110	Personnel	737,146	769,397	639,642	673,255	675,517	675,517	675,517
5120	Permanent Part Time	135,099	91,096	184,106	262,080	262,080	262,080	262,080
5130	Overtime	-	4,385	-	-	-	-	-
5190	Contractual Obligations	26,626	30,252	30,928	32,354	33,137	33,137	33,137
5400	Supplies & Expenses	21,424	23,310	5,557	3,000	3,000	3,000	3,000
5200	Contract Services/Leases	20,618	19,120	8,737	16,850	17,325	17,325	17,325
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	940,913	937,560	868,970	987,539	991,059	991,059	991,059
422 - Highway Department								
5110	Personnel	863,918	873,968	873,508	990,282	1,056,711	1,056,711	1,056,711
5130	Overtime Regular	49,173	48,568	48,688	70,727	76,681	76,681	76,681
5150	Temporary/Seasonal	-	-	-	-	-	-	-
5190	Contractual Obligations	21,490	19,498	26,018	28,550	30,150	30,150	30,150
5400	Supplies & Expenses	353,127	426,541	399,282	413,100	453,100	453,100	453,100
5200	Contract Services/Leases	278,165	300,923	304,944	322,293	322,293	322,293	322,293
5256	Utilities	29,250	19,120	24,517	29,250	13,100	13,100	13,100
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	1,595,122	1,688,618	1,676,957	1,854,202	1,952,035	1,952,035	1,952,035

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2021 Page 6		FY2017	FY2018	FY2019	FY2020	FY2021	FY2021	FY2021
423 - Snow and Ice								
5131	Snow Overtime	170,322	193,826	170,534	70,000	70,000	70,000	70,000
5278	Snow and Sand Expenses	1,153,416	1,165,758	782,558	350,000	350,000	350,000	350,000
	TOTAL	1,323,738	1,359,584	953,092	420,000	420,000	420,000	420,000
433 - Solid Waste								
5285	Solid Waste	2,842,908	2,693,147	2,920,436	3,086,921	3,359,776	3,359,776	3,359,776
		2,842,908	2,693,147	2,920,436	3,086,921	3,359,776	3,359,776	3,359,776
650 - Parks/Trees								
5110	Personnel		-	474,339	495,728	498,298	498,298	498,298
5120	Permanent Part Time		-	-	-	-	-	-
5130	Overtime		-	93,047	97,370	99,850	99,850	99,850
5190	Contractual Obligations		-	12,114	17,124	17,124	17,124	17,124
5400	Supplies & Expenses		-	93,843	67,925	67,925	67,925	67,925
7093	Mosquito Control		-	11,814	15,000	15,000	15,000	15,000
5200	Contract Services/Leases		-	67,686	125,830	140,830	140,830	140,830
5256	Utilities		-	3,000	7,500	2,500	2,500	2,500
5800	Capital Outlay		-	85,796	120,000	120,000	120,000	120,000
	TOTAL		-	841,639	946,477	961,527	961,527	961,527
491 - Cemetery								
5110	Personnel		-	248,433	295,550	294,957	294,957	294,957
5120	Permanent Part Time		-	-	-	-	-	-
5130	Overtime		-	30,002	55,640	58,200	58,200	58,200
5190	Contractual Obligations		-	10,296	10,296	10,296	10,296	10,296
5400	Supplies & Expenses		-	17,570	36,500	45,000	43,000	43,000
7093	Mosquito Control		-	-	-	-	-	-
5200	Contract Services/Leases		-	8,691	20,450	20,450	20,450	20,450
5256	Utilities		-	2,250	2,250	2,250	2,250	2,250
5800	Capital Outlay		-	-	-	-	-	-
5800	Perpetual Care		-	-	-	-	-	-
	TOTAL		-	317,242	420,686	431,153	429,153	429,153
491 - Cemetery Parks/Trees								
5110	Personnel	462,404	489,705		-	-	-	-
5120	Permanent Part Time	-	-		-	-	-	-
5130	Overtime	89,316	91,000		-	-	-	-
5190	Contractual Obligations	16,974	14,367		-	-	-	-
5400	Supplies & Expenses	72,915	73,020		-	-	-	-
7093	Mosquito Control	11,760	10,140		-	-	-	-
5200	Contract Services/Leases	64,340	61,870		-	-	-	-
5256	Utilities	14,070	10,898		-	-	-	-
5800	Capital Outlay	-	99,050		-	-	-	-
5800	Perpetual Care	-	-		-	-	-	-
	TOTAL	731,779	850,050	-	-	-	-	-
TOTAL PUBLIC WORKS		7,929,118	8,133,644	8,249,477	8,456,287	8,903,713	8,901,713	8,901,713

Town of Billerica Budget Detail FY2021 Page 7		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
300 - Billerica Public Schools								
5166	Professional Salaries	48,070,259	49,850,259	51,584,651	53,532,364	55,250,753	55,250,753	55,250,753
5170	Clerical Salaries							
5180	Other Salaries							
5466	Supplies & Expenses	1,798,617	1,797,817	1,755,573	1,755,573	1,811,927	1,811,927	1,811,927
5266	Contract Services/Leases	8,146,040	8,146,040	8,308,961	8,308,961	8,575,678	8,575,678	8,575,678
5267	Utilities	1,351,592	1,351,592	1,378,624	1,378,624	1,422,878	1,422,878	1,422,878
5866	Capital Outlay	277,352	277,352	282,899	282,899	291,980	291,980	291,980
	TOTAL	59,643,860	61,423,060	63,310,708	65,258,421	67,353,216	67,353,216	67,353,216
310 - Shawsheen Technical School								
5300	Operating Costs	10,122,691	10,579,268	10,917,388	10,256,850	9,807,569	9,807,569	9,807,569
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	10,122,691	10,579,268	10,917,388	10,256,850	9,807,569	9,807,569	9,807,569
TOTAL PUBLIC EDUCATION		69,766,551	72,002,328	74,228,096	75,515,271	77,160,785	77,160,785	77,160,785
610 - Public Library								
5110	Personnel	659,032	753,461	785,772	815,649	867,421	867,421	867,421
5120	Permanent Part Time	439,388	360,578	374,410	405,859	405,812	405,812	405,812
5190	Contractual Obligations	30,369	29,437	30,481	29,203	26,363	26,363	26,363
5400	Supplies & Expenses	203,230	210,350	214,053	214,551	224,835	224,835	224,835
5200	Contract Services/Leases	71,265	73,362	80,567	80,961	82,684	82,684	82,684
7059	Cleaning Service	18,528	20,099	20,100	21,900	27,300	27,300	27,300
5256	Utilities	76,800	76,800	76,800	76,800	25,000	25,000	25,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	1,498,612	1,524,087	1,582,183	1,644,923	1,659,415	1,659,415	1,659,415
630 - Recreation Department								
5110	Personnel	204,277	212,383	252,300	273,207	339,275	339,275	339,275
5120	Permanent Part Time	123,743	116,218	95,018	107,641	57,700	57,700	57,700
5190	Contractual Obligations	14,046	9,627	7,300	8,432	6,332	6,332	6,332
5400	Supplies & Expenses	14,046	13,114	8,063	14,080	12,680	12,680	12,680
5200	Contract Services/Leases	49,500	47,798	51,106	60,340	58,836	58,836	58,836
5256	Utilities	10,000	14,899	10,000	10,000	3,000	3,000	3,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	415,612	414,039	423,787	473,700	477,823	477,823	477,823
690 - Civic Events/Organizations								
7067	VFW-P, DAV, VFW-S	600	600	600	600	600	600	600
7068	Memorial Day/Homcoming	8,802	8,392	8,985	9,000	11,000	11,000	11,000
7097	Family First Night	5,000	5,000	5,000	5,000	5,000	5,000	5,000
7098	350th Celebration	-	-	-	-	-	-	-
7076	Middlesex Canal	1,296	19	-	1,500	1,500	1,500	1,500
7077	Beautification	1,000	1,000	2,591	15,000	15,000	15,000	15,000
7084	Scholarship Account	6,100	5,100	5,100	5,100	5,100	5,100	5,100
	TOTAL	22,798	20,111	22,276	36,200	38,200	38,200	38,200
TOTAL LIBRARY & RECREATION		1,937,022	1,958,237	2,028,246	2,154,823	2,175,438	2,175,438	2,175,438

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2021 Page 8		FY2017	FY2018	FY2019	FY2020	FY2021	FY2021	FY2021
543 - Veterans Services								
5110	Personnel	126,087	130,678	117,049	137,592	131,046	131,046	131,046
5190	Contractual Obligations	8,434	8,934	4,534	9,534	5,434	5,434	5,434
5400	Supplies & Expenses	2,766	3,177	3,885	4,710	5,210	5,210	5,210
5200	Contract Services/Leases	1,285	473	1,012	1,385	1,785	1,785	1,785
5280	Veterans Benefits	409,629	360,033	320,608	430,000	400,000	400,000	400,000
	TOTAL	548,201	503,295	447,088	583,221	543,475	543,475	543,475
541 - Council on Aging								
5110	Personnel	195,182	201,058	198,168	217,357	232,402	232,402	232,402
5120	Permanent Part Time	17,017	17,017	18,727	22,734	22,484	22,484	22,484
5190	Contractual Obligations	3,192	4,081	5,639	6,600	9,450	9,450	9,450
5400	Supplies & Expenses	36,677	37,274	37,239	42,270	42,270	42,270	42,270
5200	Contract Services/Leases	34,445	34,502	34,447	41,665	41,665	41,665	41,665
5256	Utilities	32,690	35,861	29,043	32,690	17,000	17,000	17,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	319,202	329,793	323,263	363,316	365,272	365,272	365,272
TOTAL HUMAN SERVICES		867,403	833,088	770,351	946,537	908,747	908,747	908,747

Town of Billerica Budget Detail FY2021 Page 9		EXPENDED FY2017	EXPENDED FY2018	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021
720 - Capital								
7150	Equipment	500,000	500,000	500,000	500,000	500,000	500,000	500,000
7140	Contracts	500,000	500,000	500,000	1,500,000	1,500,000	1,500,000	1,500,000
	TOTAL	1,000,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000
710 - Debt and Interest								
7150	Debt Principal - Town	511,539	453,846	170,000	165,000	320,000	320,000	320,000
7140	Debt Principal - School	650,000	650,000	500,000	490,000	480,000	480,000	480,000
7550	Debt Interest - Town	70,765	53,764	42,950	57,975	68,050	68,050	68,050
7160	Debt Interest - School	187,223	168,900	140,350	124,250	106,775	106,775	106,775
7580	New Debt - Town Interest	-	-	-	-	-	-	-
7130	Temporary Borrowing - Town	198,282	307,375	420,000	398,875	350,000	350,000	350,000
7140	Temporary Borrowing - School	-	-	-	-	-	-	-
7150	Temporary Borrowing - Debt Exclusion			-	201,125	90,000	90,000	90,000
7170	High School Exclusion - Principal		2,400,000	1,800,000	2,000,000	1,785,000	1,785,000	1,785,000
7170	High School Exclusion - Interest		2,454,182	3,339,219	3,326,469	3,266,331	3,266,331	3,266,331
7170	Parker Debt Exclusion - Principal	1,420,000	1,250,000	1,250,000	320,000	320,000	320,000	320,000
7570	Parker Debt Exclusion - Interest	322,362	265,562	215,563	165,563	152,763	152,763	152,763
5966	Debt Stabilization Appropriation	735,000	0	766,198	641,323	91,101	91,101	91,101
	TOTAL	4,095,171	8,003,629	8,644,280	7,890,580	7,030,020	7,030,020	7,030,020
91070 - Town/School Shared Costs								
7010	Bldg/Auto/Liab Insurance	1,020,000	912,727	859,795	1,120,000	1,176,000	1,176,000	1,176,000
7012	Health Insurance	14,526,640	15,526,640	16,237,027	16,314,027	16,744,339	16,744,339	16,744,339
7020	Workers' Compensation	865,417	843,995	691,363	866,000	866,000	866,000	866,000
7030	Unemployment Comp.	57,408	56,454	61,483	100,000	100,000	100,000	100,000
7042	Medicare	993,500	1,110,675	1,149,675	1,133,240	1,133,240	1,133,240	1,133,240
7052	County Retirement Assessment	9,826,635	10,788,311	11,555,145	11,921,516	12,782,396	12,782,396	12,782,396
7052	OPEB Trust Contribution	-	1,000,000	1,150,000	1,322,500	1,520,875	1,520,875	1,520,875
	TOTAL	27,289,599	30,238,802	31,704,488	32,777,283	34,322,850	34,322,850	34,322,850
TOTAL TOWN & SCHOOL SHARED COSTS		32,384,770	39,242,431	41,348,768	42,667,863	43,352,870	43,352,870	43,352,870
SUMMARY								
	General Government	4,842,773	4,801,625	5,361,204	5,740,587	7,053,805	7,014,233	7,014,233
	Public Safety	18,172,055	18,402,024	19,825,221	20,027,341	20,543,277	20,504,452	20,504,452
	Public Works	7,929,118	8,133,644	8,249,477	8,456,287	8,903,713	8,901,713	8,901,713
	Public Education	69,766,551	72,002,328	74,228,096	75,515,271	77,160,785	77,160,785	77,160,785
	Library and Recreation	1,937,022	1,958,237	2,028,246	2,154,823	2,175,438	2,175,438	2,175,438
	Human Services	867,403	833,088	770,351	946,537	908,747	908,747	908,747
	Town/School Shared Costs	32,384,770	39,242,431	41,348,768	42,667,863	43,352,870	43,352,870	43,352,870
	TOTAL	135,899,692	145,373,377	151,811,363	155,508,709	160,098,635	160,018,238	160,018,238

ARTICLE 14 - FISCAL YEAR 2021 WATER ENTERPRISE BUDGET

To see if the Town will vote to raise and appropriate a sum of money to operate the Water Enterprise Fund pursuant to M.G.L. Chapter 44 Section 53 F ½ for the fiscal year beginning July 1, 2020 and ending June 30, 2021; or act in relation thereto.

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2021		FY2017	FY2018	FY2019	FY2020	FY2021	FY2021	FY2021
640 - Water Division								
5110	Personnel	1,189,092	1,318,727	1,426,560	1,451,820	1,569,832	1,569,832	1,569,832
5120	Permanent Part Time	93,293	53,429	50,929	59,433	-	-	-
5130	Overtime	282,543	297,000	297,000	297,000	318,701	318,701	318,701
5132	Flushing Program	150,399	159,450	154,179	159,450	159,699	159,699	159,699
5150	Temporary/Seasonal							
5190	Contractual Obligations	56,454	65,209	98,020	63,641	65,901	65,901	65,901
	Total Personnel	1,771,781	1,893,815	2,026,688	2,031,344	2,124,132	2,124,132	2,124,132
5400	Supplies & Expenses	960,527	984,211	1,141,806	1,131,506	1,126,246	1,126,246	1,126,246
5200	Contract Services/Lease	426,860	496,620	535,905	644,205	670,150	670,150	670,150
5256	Utilities	593,000	593,000	576,950	594,000	64,000	64,000	64,000
5800	Capital Outlay					-	-	-
7063	Reserve	-		-	83,000	83,000	83,000	83,000
	Total Supplies and Expe	1,980,387	2,073,831	1,980,387	2,452,711	1,943,354	1,943,354	1,943,354
7130	Short-Term Debt	20,190	23,730	122,889	89,519	35,000	35,000	35,000
7150	Debt Service - Interest	1,690,176	1,620,750	1,617,826	1,778,501	2,114,729	2,114,729	2,114,729
7550	Debt Service - Principal	288,360	248,389	203,436	162,156	348,972	348,972	348,972
	Total Debt Service	1,998,726	1,892,869	1,944,151	2,030,176	2,498,702	2,498,702	2,498,702
	TOTAL	5,750,894	5,860,515	6,225,500	6,514,231	6,566,188	6,566,188	6,566,188

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 14 Explanation: This is a Water Enterprise Budget as voted pursuant to Article 29 of the October 2015 Annual Fall Town Meeting. This budget will be funded by general tax revenue and water user fees. The line item budget is arranged to show the actual expenditures for the prior fiscal years and the proposed budget for the ensuing fiscal year. It is summarized by Town agency, function and/or program including any proposed capital expenditures. The preceding budget, when considered by the Town Meeting shall first be subject to amendment, if any, as may be proposed by the Finance Committee. The Town Manager's detailed budget and all explanatory information are available to the Town Meeting Representatives and the general public for inspection in the Town Manager's Office, the

Public Library and the Town Clerk's Office. This information is also available in the Town Meeting Book and on the Town Manager's Page: <http://www.town.billerica.ma.us/365/Budget-Information>.

ARTICLE 15 - FISCAL YEAR 2021 SEWER ENTERPRISE BUDGET

To see if the Town will vote to raise and appropriate a sum of money to operate the Sewer Enterprise Fund pursuant to M.G.L. Chapter 44 Section 53 F ½ for the fiscal year beginning July 1, 2020 and ending June 30, 2023; or act in relation thereto.

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2021		FY2017	FY2018	FY2019	FY2020	FY2021	FY2021	FY2021
670 - Sewer Department								
5110	Personnel	948,445	1,014,793	935,196	1,127,658	1,145,682	1,145,682	1,145,682
5150	Temporary/Seasonal							
5130	Overtime	107,221	95,000	119,622	135,000	160,000	160,000	160,000
5190	Contractual Obligations	64,129	53,225	26,954	51,280	64,700	64,700	64,700
	Total Personnel	1,119,795	1,163,018	1,081,772	1,313,938	1,370,382	1,370,382	1,370,382
5400	Supplies & Expenses	551,155	535,043	517,773	764,200	806,200	764,200	764,200
5200	Contract Services/Lease	904,052	777,925	712,216	1,004,250	1,060,265	1,004,265	1,004,265
5256	Utilities	414,500	413,408	402,156	415,000	15,000	15,000	15,000
5800	Capital Outlay					-	-	-
7063	Reserve	-		-	83,000	83,000	83,000	83,000
	Total Supplies and Expe	1,869,707	1,726,376	1,632,145	2,266,450	1,964,465	1,866,465	1,866,465
7130	Short-Term Debt	69,513	144,308	211,759	178,493	35,000	35,000	35,000
7150	Debt Service - Interest	3,532,670	4,011,090	3,869,322	4,010,034	4,023,455	4,023,455	4,023,455
7550	Debt Service - Principal	936,674	1,085,909	992,937	969,874	1,092,917	1,092,917	1,092,917
	Total Debt Service	4,538,857	5,241,307	5,074,018	5,158,401	5,151,372	5,151,372	5,151,372
	TOTAL	7,528,360	8,130,701	7,787,935	8,738,789	8,486,219	8,388,219	8,388,219

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 15 Explanation: This is a Waste Water Enterprise Budget as voted pursuant to Article 30 of the October 2015 Annual Fall Town Meeting. This budget will be funded by general tax revenue and water user fees. The line item budget is arranged to show the actual expenditures for the prior years and the proposed budget for the ensuing fiscal year. It is summarized by Town agency, function and/or program including any proposed capital expenditures. The preceding budget, when considered by the Town Meeting shall first be subject to amendment, if any, as may be proposed by the Finance Committee. The Town Manager's detailed budget and all explanatory information are available to the Town Meeting Representatives and the general public for inspection in the Town Manager's Office, the Public Library and the Town Clerk's Office. This information is also available in the Town Meeting Book and on the Town Manager's Page: <http://www.town.billerica.ma.us/365/Budget-Information>.

ARTICLE 16 - TO ALLOW THE TOWN MANAGER AND FINANCE COMMITTEE TO TRANSFER FUNDS

To see if the Town will vote to allow the Town Manager, upon request of a Department Head, Board or Commission, to make a transfer of funds between budget line items not-to-exceed a difference of \$5,000 from the amount voted at Town Meeting per line item for Fiscal Year 2021, with the exclusion of travel accounts, within the same department. Transfers within department line items in excess of \$5,000 for Fiscal Year 2021 must be approved by the Finance Committee. A written report from the Town Manager on all transfers of \$5,000 and under must be provided to the Finance Committee on the first Tuesday of each month if there are no transfers a monthly report stating such; or act in relation thereto.

Submitted by the Finance Committee

Finance Committee recommends approval.

Article 16 Explanation: This article gives the Town Manager the authority to transfer funds between budget line items within a particular department, not-to-exceed \$5,000 per fiscal year. If the amount exceeds \$5,000, the article gives the authority to make such a transfer with the Finance Committee's approval.

ARTICLE 17 - TO AUTHORIZE DEPARTMENTAL REVOLVING FUNDS

To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Subsection 53E1/2, as most recently amended, to set Fiscal Year 2021 spending limits for revolving funds as follows:

<u>REVOLVING FUND</u>	<u>FY 2021 SPENDING LIMIT</u>
Animal Control	\$5,000
Inspectional Service Emergency Overtime	\$5,000
Wetlands By-Law	\$30,000
C.O.A. Programs	\$100,000
BEAM Program	\$2,000,000
Respite Care	\$120,000
Flu Shot Program	\$15,000

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen and Billerica School Committee

Finance Committee recommends approval.

Article 17 Explanation: Revolving Funds are allowed under M.G.L. Chapter 44, Section 53E ½ and must be established by By-Law. Under the statute, as most recently amended, Town Meeting must authorize the funding limit of Revolving Funds each year.

ARTICLE 18 - TO FUND SIDEWALK CONSTRUCTION ON NASHUA ROAD

To see if the Town will vote to transfer and appropriate the sum of \$128,610 from sidewalk mitigation proceeds to be used for sidewalk improvements on Nashua Road; or act in relation thereto.

Submitted by the Planning Board and the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 18 Explanation: Town Meeting voted in the Fall of 2019 to fund roadway improvements on Nashua Road. This article will partially fund some needed improvements for sidewalks on Nashua Road, including all costs incidental and related thereto; or act in relation thereto.

ARTICLE 19 - TO FUND THE REPLACEMENT OF WATER MAINS

To see if the Town will vote to transfer and appropriate from the Water Enterprise Retained Earnings the sum of \$600,000 for the Replacement of Water Mains on Boston Road between Floyd Street and the Concord River Bridge; including all costs incidental and related thereto; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 19 Explanation: The work will focus on water mains that have frequent breaks and areas with poor fire flow. The Town had completed a Water Distribution System Master Plan that recommends \$2.5 million per year be spent on water distribution improvements and water main replacement. This will replace approximately 1,700 linear feet of water main.

ARTICLE 20 - TO FUND THE PURCHASE OF EQUIPMENT REPLACEMENT FOR THE SEWER TREATMENT PLANT

To see if the Town will vote to transfer and appropriate the sum of \$65,000 from the Sewer Plant Expansion Funds for the purchase and equipping of a pickup truck; or act in relation thereto.

Replace 2008 F250 Pickup Truck	\$65,000	Sewer Plant Expansion Funds

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 20 Explanation: To replace a 2008 F250 pickup truck for the Sewer Treatment Plant. This vehicle has 115,000 miles, mechanical problems and frame corrosion; which make it unsafe to drive.

ARTICLE 21 - TO FUND THE REPLACEMENT OF ONE AIR BLOWER FOR THE SEWER TREATMENT PLANT

To see if the Town will vote to transfer and appropriate a sum of \$445,000 from the Sewer Plant Expansion Fund for the removal and replacement of a Turbo blower at the Sewer Treatment Plant, including all costs incidental and related thereto; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 21 Explanation: This article funds removal of one old 2010 blower and the installation of one new Turbo blower. This blower is one of two blowers currently in operation and continues to

experience mechanical problems. Parts are no longer available as the manufacturer was bought by a competitor. This blower needs to be replaced in order to prevent failures at the Sewer Treatment Plant.

ARTICLE 22 - TO FUND ADDITION TO AND REMODELING OF HOWE SCHOOL

To see if the Town will vote to appropriate \$7,500,000 to pay costs of designing, constructing an addition, remodeling and equipping the historic Howe School, including the payment of all costs incidental and related thereto, and further, this amount shall be raised by borrowing; or act in relation thereto.

MOTION:

That the Town appropriates \$7,500,000 to pay costs of designing, constructing an addition, remodeling and equipping the historic Howe School, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), M.G.L. c. 44B (the Community Preservation Act), or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 22 Explanation: This article will fund the full restoration of the Howe School for the purpose of preserving an historic Town building and for providing space for local cable access services which are an integral part of the community.

This project will be funded through a bond issue which requires a two-thirds vote. The bond will be funded partially through CPC funds in the amount of \$4.9 million. An additional \$1.65 million will be funded through lease revenues and the remainder of \$911,000 would be funded through cable access franchise fees.

ARTICLE 23 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 24 - TO FUND THE DEMOLITION OF THE OLD DITSON AND VINING SCHOOLS

To see if the Town will vote to appropriate \$5,000,000 to pay costs of demolishing the Old Ditson and Vining Schools, including the payment of all costs incidental and related thereto, and further, this amount shall be raised by borrowing; or act in relation thereto.

MOTION:

That the Town appropriates \$5,000,000 to pay costs of demolishing the Old Ditson and Vining Schools, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 24 Explanation: These two buildings have been deemed to be beyond reasonable repair. In these current states they present a public health safety hazard. It is necessary for the Town to review these edifices and clean up the sites. The dollar amount used in the Preliminary Warrant is just a placeholder until a projected estimate is available for the Final Warrant.

ARTICLE 25 - TO FUND REPAIRS TO DUNHAM ROAD AND PLANK STREET BY ROADWAY BETTERMENT

To see if the Town will vote to appropriate \$2,000,000 to pay costs of making repairs to Dunham Road and Plank Street, each of which is a private way located within the Middlesex Corporate Park, including the payment of all costs incidental and related thereto, and further, this amount shall be raised by borrowing; or act in relation thereto.

MOTION:

That the Town appropriates \$2,000,000 to pay costs of making repairs to Dunham Road and Plank Street, each of which is a private way located within the Middlesex Corporate Park, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor. To repay any borrowing authorized by this vote, betterments shall be assessed by the Town upon dependent lot owners within the Middlesex Corporate Park subdivision pursuant to Article IV, Section 7 of the General By-Laws of the Town. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 25 Explanation: This is a betterment project for Dunham and Plant Street. The businesses in this area have requested use of the Town's bonding to finance this project. This will not incur any expense for the taxpayer. The debt service will be paid strictly by the betterment assessment to these businesses.

ARTICLE 26 - TO FUND WASTEWATER PLANT IMPROVEMENTS

To see if the Town will vote to appropriate \$2,355,632 from the Massachusetts Clean Water Trust for construction and improvements at the Wastewater Treatment Plant, including all costs incidental and related thereto, and further, this amount shall be raised by borrowing; or act in relation thereto.

Vote

Voted: That \$ 2,355,632 is appropriated for the purpose of financing the construction of the Wastewater Treatment Plant. The construction upgrade includes the following:

- Sodium hypochlorite and sodium bisulfite tank replacements
- Plant-wide emergency generator (includes upgrades to service entrance and main switchboard)
- New Operations Building
- Permanent Town water connection to the plant water pumps
- Administration Building renovations (lab counters, cabinets, hood upgrades, upgrades to floors, bathrooms, etc.)
- Adding overhead doors and man doors to secure the Compost Building
- HVAC improvements to Tertiary MCC room to alleviate VFD failures
- Drain system for the post-aeration tank
- Salem Road PS Upgrades (structural, electrical, instrumentation, mechanical, generator upgrades)
- Waterview PS Upgrades (replace parts for the existing ejector stations)
- Darby PS (structural and mechanical upgrades)

The work including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws, as most recently amended by St. 1998, c.78; that to meet this appropriation the Treasurer with the approval of the Selectmen is authorized to borrow \$2,355,632 and issue bonds or notes therefore under (Chapter 44 of the General Laws or insert reference to other applicable general or special law governing the issuance of local bonds) and/or Chapter 29C of the General Laws, as most recently amended by St. 1998, c.78; that such bonds or notes shall be general obligations of the Town unless the Treasurer with the approval of the Selectmen determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C, as most recently amended by St. 1998, c.78; that the Treasurer with the approval of the Selectmen is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C, as most recently amended by St. 1998, c.78; and in connection therewith to enter into a loan agreement and/or security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the

project or for the financing thereof; that the (Board of Selectmen, Board of Public Works or other appropriate local body or official) is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 26 Explanation: This project was funded at Spring Town Meeting 2019 under Article 27 for \$9,005,000. The project went out to bid and the result and total project cost was above the amount that was appropriated by Town Meeting.

Miscellaneous Allowance	\$50,000.00
Construction Administration	\$1,052,000.00
Average lowest 3 bidders	\$10,550,000.00
5% Contingency	\$527,500.00
Total Project cost	\$12,179,500.00
Article 27 STM 2019	\$9,005,000.00
Project Shortfall	\$2,355,632.00

ARTICLE 27 - HOWE SCHOOL LEASE

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease for the reuse of all or a portion of the property and building constituting the former Howe School, located at 390 Boston Road, for a period in excess of three years, said lease to be undertaken in accordance with the provisions of G.L. c. 30B, sec. 16; and further to authorize the Board of Selectmen to execute such documents and enter into such agreements as it deems in the best interest of the Town in the furtherance of the objectives of this article; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 27 Explanation: This is necessary to allow the Town to do an RFP for the leasing of the Howe School for Town related services.

ARTICLE 28 - TO FUND THE CAPITAL PLANNING COMMITTEE STUDY

To see if the Town will vote to raise an appropriate the sum of \$30,000 to fund the Capital Planning Committee Study; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 28 Explanation: This money is needed to provide professional and technical resources to the Board of Selectmen Facilities Study Committee. The role of this planning committee is to assess the programmatic and facility needs of several areas of Town services including the Council of Aging and Recreation Department, as well as exploring housing needs of the Town.

ARTICLE 29 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 30 - COMMUNITY PRESERVATION COMMITTEE APPROPRIATION AND BUDGET RECOMMENDATIONS (LIBRARY/KATIE DURAND MEMORIAL PARK, SHERIDAN STREET, ETC.)

To determine whether the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$925,000**, or any other sum, from the Billerica Community Preservation Fund, of which **\$585,000** shall remain in the undesignated fund balance as of **June 30, 2020**; **\$90,000** shall be appropriated to Community Housing; **\$90,000** shall be appropriated to the Open Space/Recreation Projects; **\$9,303.10** shall be appropriated for Historic Preservation Projects; **\$80,696.90** shall be reserved for Historic Preservation Projects; **\$25,000** shall be appropriated from Open Space / Recreation Special Reserve Fund Balance; and **\$45,000** shall be appropriated from projected **FY21** Fund Revenues, in accordance with Massachusetts General Laws c. 44B, to be expended under the direction of the Town Manager as follows; or take any other action relative thereto.

This article seeks to authorize the Board of Selectmen to acquire any interests in land that may be necessary to effectuate the purposes of this vote, or to grant any interests in land as may be necessary to comply with G.L. c.44B; and further, to authorize the Board of Selectmen to execute any documents or instruments necessary to effectuate the purpose of this Article; all in accordance with Massachusetts General Laws c. 44B or other applicable law; with sums appropriated hereunder to be expended under the direction of the Town Manager; or act in relation thereto.

Item	Project/Description	Category					Total Amount Recommended
		Housing	Open Space and Recreation	Historic Preservation	FY21 Appropriation	CPA Fund Balance	
A	Billerica Public Library – Purchase of Archival Furniture of Supplies			\$9,303.10			\$9,303.10
<i>The Billerica Public Library's local history collection is quite extensive containing many rare and historical items including documents, maps, pamphlets, works of art and other artifacts, and books. The collection has overflowed the Local History Room at the Library and many items are stored in locations that are not archivally optimal. Based on the Preservation Needs Assessment done by Northeast Document Conservation Center and funded by the CPC, the Library is asking for funds to purchase archival and preservation supplies and furniture. The supplies and furniture will aid in the preservation of the library collection by appropriately housing or rehousing the collection in protective enclosures and then storing them in proper archival furniture making these items safely available to the public.</i>							
B1	Katie Durand Memorial Park/Carter Ave.		\$75,000				\$75,000
<i>The Town of Billerica voted at Spring 2018 Town Meeting to purchase 8 Carter Avenue and an adjoining parcel located on the Concord River in the care and custody of the Conservation Commission. Those parcels were for preservation,</i>							

restoration and passive recreation purposes. The Commission would like to request funding to implement the goals of Town Meeting by designing and constructing a multi-use project that could include picnic tables, canoe/kayak access, small parking lot for visitors, and a memorial pollinator (butterfly) garden honoring Katie Durand, former Conservation Assistant. This project will use CPA funding to maximize the land already owned by the Town and aligns well with the goals outlined in the CPC Plan and Town's Open Space and Recreation Plan.

Item	Project/Description	Housing	Open Space and Recreation	Historic Preservation	FY21 Appropriation	CPA Fund Balance	Total Amount Recommended
B2	Sheridan St. / River Access		\$40,000				\$40,000
<i>The Town through its Conservation Commission owns multiple parcels located at the end of Sheridan Street, and these parcels can offer access to the Shawsheen River. Access in this location requires the design and construction of a boardwalk, small parking area and educational signage for the public and residents using either canoes or kayak can put-in their at the correct location to maintain and preserve Conservation land supporting wetland resource areas including forested riparian/Riverfront Area, floodplain and Buffer Zone. Providing additional river access to the Shawsheen River encourages educational opportunities and a higher quality of life for residents. This project will use CPA funding to maximize the land already owned by the Town and aligns well with the goals outlined in the CPC Plan.</i>							
C1	Community Housing	\$90,000					
<i>Reserved funds for community housing.</i>							
E1	Staff and Technical Support				\$45,000		\$45,000
					\$45,000		\$259,303.10

This article authorizes the appropriation of funds from the Community Preservation Fund for the completion of specific projects as listed in the above chart and allowed under the Community Preservation Act. These projects will expend a total of **\$115,000** for Open Space/Recreation, **\$9,303.10** for Historic Preservation, and will reserve **\$90,000** for Community Housing, and will expend **\$45,000** for Administration. Town Meeting may reduce or reject but may not increase the appropriation from the Community Preservation Fund for any item proposed by the Committee.

Submitted by the Community Preservation Committee

Finance Committee recommends approval.

Article 30 Explanation: The Community Preservation Committee received applications for projects to use funds within the Community Preservation Fund, and the five projects described above will be recommended to Town Meeting for approval.

**ARTICLE 31 - COMMUNITY PRESERVATION COMMITTEE APPROPRIATION AND BUDGET
RECOMMENDATIONS (THOMAS TALBOT MASONIC LODGE)**

To determine whether the Town will vote to raise and appropriate, or transfer from available funds, the sum of \$800,000, or any other sum, from the Billerica Community Preservation Fund.

This article seeks to authorize the Board of Selectmen to acquire any interests in land that may be necessary to effectuate the purposes of this vote, or to grant any interests in land as may be necessary to comply with G.L. c.44B; and further, to authorize the Board of Selectmen to execute any documents or instruments necessary to effectuate the purpose of this Article; all in accordance with Massachusetts General Laws c. 44B or other applicable law; with sums appropriated hereunder to be expended under the direction of the Town Manager; or act in relation thereto.

Item	Project/Description	Category					Total Amount Recommended
		Housing	Open Space and Recreation	Historic Preservation	FY21 Appropriation	CPA Fund Balance	
A	Purchase of the Thomas Talbot Lodge/Masonic Hall					\$800,000	\$800,000
<i>The Billerica Historic Commission seeks for the Town to purchase the Masonic Hall, located in the center of Town at 11 Concord Rd. with the use of CPA funds. Any remaining funds would be allocated to renovate and restore eligible items of immediate concern.</i>							

This article authorizes the appropriation of funds from the Community Preservation Fund for the completion of specific project as listed in the above chart and allowed under the Community Preservation Act. This project will expend a total of \$800,000 for Historic Preservation. Town Meeting may reduce or reject but may not increase the appropriation from the Community Preservation Fund for any item proposed by the Committee.

Submitted by the Community Preservation Committee

Finance Committee has not made final recommendation.

Article 31 Explanation: The Community Preservation Committee receives applications for projects to use funds within the Community Preservation Fund, and the project above will be recommended to Town Meeting for approval.

ARTICLE 32 - TO ACCEPT A DONATION OF LAND ON GLAD VALLEY DRIVE

To see if the Town will vote to accept a donation of land on Glad Valley Drive (Map 70, Parcel 66-7) as recorded in Deed Book 33228, page 253 and identified as Lot 7 in Plan Book 242, page 132 for general municipal purposes; and further to authorize the Board of Selectmen to execute such documents and enter into such agreements as it deems in the best interest of the Town in the furtherance of the objectives of this article; or act in relation thereto.

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 32 Explanation: To accept a donation of land on Glad Valley Drive.

ARTICLE 33 - TO CHANGE ZONING BY-LAW

To see if the Town will vote to amend the Zoning By-Law, Section 5(C)(4) as follows; or act in relation thereto.

EXISTING: Section 5.C.4

4. MULTI-FAMILY RESIDENCE DISTRICT

a. AGRICULTURAL USES

(1) By right:

- (a) Agriculture on a parcel that is more than five acres
- (b) Facility for the sale of agricultural, floricultural, horticultural, or viticulture produce, so long as the facility is located on a parcel of land that is more than five acres and the majority of the produce sold has been produced by the owner or lessor of the land on which the facility is located.
- (c) Floriculture on a parcel that is more than five acres
- (d) Forestry on a parcel that is more than five acres
- (e) Horticulture on a parcel that is more than five acres
- (f) Viticulture on a parcel that is more than five acres

PROPOSED CHANGE: Section 5.C.4

4. MULTI-FAMILY RESIDENCE DISTRICT

ADD: Unless stipulated otherwise Table 7.L –Dimensional Table, Village Residence District, shall govern all dimensional requirements.

a. AGRICULTURAL USES

(1) By right:

- (a) Agriculture on a parcel that is more than five acres
- (b) Facility for the sale of agricultural, floricultural, horticultural, or viticulture produce, so long as the facility is located on a parcel of land that is more than five acres and the majority of the produce sold has been produced by the owner or lessor of the land on which the facility is located.
- (c) Floriculture on a parcel that is more than five acres
- (d) Forestry on a parcel that is more than five acres
- (e) Horticulture on a parcel that is more than five acres
- (f) Viticulture on a parcel that is more than five acres

Submitted by the Town Manager; authorized by the Board of Selectmen

Finance Committee recommends approval.

Article 33 Explanation: The intent of this amendment to the Zoning By-Law is to close a loophole that allows for the subdivision of land based on subdivision control law and not the minimum requirements stipulated in 7.L – Dimensional Table.

ARTICLE 34 - PETITIONER ARTICLE

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to enact a special act amending the Town Charter to change the name of the Board of Selectmen to Select Board to exhibit gender neutrality; or act in relation thereto.

Submitted by Al Ramos and Messrs. Johnson, Harrington, Deslaurier, Burns, Allain, Giroux, Conway and Madames Conway, Favreau, Ramos and Ramos.

Finance Committee recommends approval.

ARTICLE 35 - PETITIONER ARTICLE

To see if the Town will vote to amend the Table of Contents of the Zoning By-Laws to add new Section 5.E.11: ELDERLY COMMUNITY OVERLAY DISTRICT (ECOD).

The Table of Use Regulations of the Zoning By-Laws, (Section 5.F) shall be amended by adding to the District Abbreviations under the Overlay category: “ECOD-Elderly Community Overlay District;” and by adding ECOD to the Overlay table grid under “RESIDENTIAL USES”- “Elderly Housing” as a use permitted by Special Permit from the Planning Board (SA).

To see if the Town will vote to amend the Zoning Bylaws by creating new Section 5.E.11 as follows:

5.E.11 ELDERLY COMMUNITY OVERLAY DISTRICT

- a. All uses permitted by right or by special permit in the underlying districts are permitted by right or by special permit in the Elderly Community Overlay District.
- b. In addition, the following RESIDENTIAL uses are permitted:
 - (1) By right:
 - (a) Accessory residential uses
 - (2) By special permit from the Planning Board:
 - (a) Elderly housing for purposes of providing people over sixty-five (65) years of age the opportunity to live in a development designed specifically for their needs and equipped with the appropriate amenities.

Requirements for Use:

OVERLAY APPLICATION

- The Elderly Community Overlay District may be applied to the Village Residence, Neighborhood Residence, Rural Residence, Neighborhood Business, and General Business Districts.

AREA AND FRONTAGE

- The site shall have not less than four (4) contiguous acres of land and not less than 150 feet of frontage.

YARDS

- On each site, there shall be provided a minimum setback of 35 feet from the front lot line, a minimum setback of 30 feet from each of the side lot lines, and a minimum setback of 30 feet from the rear lot lines.
- If an Elderly Community Overlay District development abuts a single-family development, the side and rear setbacks shall be increased to 85 feet, of which 25 feet

shall be retained in its natural wooded state or landscaped along the perimeter of the site abutting the single family development. In all cases, a landscaped buffer strip shall be provided so as to protect adjoining properties from the effects of noise, lights, air or visual impact.

- There shall be no structures, retaining walls, covered or uncovered porches, steps or paving within the lot line setbacks.

GREEN STRIPS

- A 25 foot wide green strip shall be provided around the perimeter of the tract, except in the location of curb cuts.
- Green strips shall consist of planted or natural vegetation, including trees, shrubs, grasses, ground cover and flowers.
- The green strip shall not be built on, paved or parked on.
- A 15 foot green strip shall be provided around the perimeter of residential buildings. Sidewalks and entry accesses may be included within this green strip.

HEIGHT

- Buildings and structures shall not exceed four (4) stories including a ground level garage and/or common area and three stories of residential units, or be more than forty (40) feet in height, provided that no living quarters shall be located below the mean finished grade of the ground adjoining the building.

DENSITY

- A maximum of 16 units per acre shall be permitted
- The area used in the calculation shall not include any bordering vegetative wetlands defined by M.G.L., Ch, 131, § 40 and by 310 CMR 10.00 or any flood plain as described in this Zoning By-Law.

• DENSITY INCENTIVE

In addition to the density allowed under this subsection, densities may be increased by 20% if at least half of the additional units created are affordable as defined by Section 2 of this by-law under the entry “Affordable Housing Unit.” (As an example: If you can build 10 dwelling units by right or special permit, then you could build twelve (12) if one (1) of the additional two (2) units is affordable. In cases where 10% affordable is required, you would end up providing 2 affordable units and 10 market units.

SEWER AND WATER

- All sites must be served by the Town water systems.
- All sites must be served by an existing Town sewer, or by an extension of an existing Town sewer line approved by the Department of Public Works, or by a private septic system approved by the Board of Health.
- Installation of any new sewer line extension shall be the financial responsibility of the developer and will be installed in accordance with the specifications provided by the Department of Public Works. Said extension shall be so laid out to serve any residence it passes.

PARKING

- There shall be a minimum of 1 1/2 parking spaces per dwelling unit.
- A minimum of 50% of the dwelling units shall have garages, or parking within a building.
- Parking spaces within garages or within buildings shall count towards the 1 1/2 parking spaces per dwelling unit requirement.

ADDITIONAL REQUIREMENTS

- Each dwelling unit shall have no more than two bedrooms and all exterior and interior doorways shall be appropriately wide for wheelchair access, following the applicable codes and guidelines.
- Buildings shall not cover more than 30% of the site.
- At least 40% of the site shall be maintained as green space as required by the Zoning By-Law.
- There shall be a minimum distance of 40 feet between two residential buildings or groups of residential buildings on the same site. The distance between two buildings may be reduced to 25 feet if the design incorporates the preservation of an historic building.
- Swimming pools or any other structure, other than a dwelling, garages, community building, and all accessory structures that are part of an elderly community development shall comply with the green strip, setback, and parking requirements of the Zoning By-Law.
- A community building for meetings and social activities of the residents shall be permitted, but shall not exceed 2,000 square feet of gross floor area.

DEED RESTRICTIONS

- Deed restrictions shall be placed on the entire site and shall be referenced in all unit deeds and leases, requiring that all residents, with the exception of spouses and/or caregivers, shall have reached the age of 65. These restrictions shall be reviewed by Town Counsel for acceptance. The cost of such review shall be the responsibility of the applicant.

FIRE LANES

- The fire lane space shall be vacant between a building and a line parallel to and 15 feet equidistant from a building fire lane and emergency vehicle access shall be approved by the Chief of the Billerica Fire Department

ACCESS ROADS

- All access roads shall be built in accordance with design specifications of the Town's Department of Public Works.

AFFORDABLE HOUSING COMPONENT

- Fifteen (15) percent of the units created under these provisions shall be affordable as defined by Section 2 of this by-law under the entry "Affordable Housing Unit." The Billerica Housing Authority is exempt from this requirement because the units under their control are categorically affordable.

As an alternative to the above requirement, and as allowed by law, the Planning Board may require an applicant to contribute a fee per unit to the Town of Billerica to be used for the development of affordable housing in lieu of or in conjunction with constructing and offering affordable units within the locus of the proposed development. The fee per unit shall be based upon the calculation of the fair market price of the unit minus the construction cost of the unit or the construction cost of the unit or the construction cost, which is greater. Payment of this fee may be made in one-third installments over the projected build-out of the development with the final payment to be made before the last unit is sold.

REQUIRED FINDINGS:

- The use complies with the site plan approval requirements of the Zoning By-Law.
- The requested use is desirable to the public convenience or welfare.
- The requested use provides for the convenience and safety of vehicular and pedestrian movement within the site, especially affecting the elderly, and in relation to adjacent streets, property, and improvements.
- The requested use will not overload any public water, drainage, or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the Town will be unduly subjected to hazards affecting health, safety, or the general welfare.
- The requested use will not impair the integrity or character of the district or adjoining districts, nor be detrimental to the public health, convenience, or welfare.
- The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood in which it is proposed to be constructed.
- The design and architectural treatment of the use is not incongruous or inappropriate to the character of the neighborhood in which it is proposed to be constructed.
- There is an adequate landscape buffer strip provided to protect adjoining properties from the effects of noise, lights, air, or visual impact.
- No building or access facilities shall be placed on any portion of the land determined by the Board of Health to be unsuitable for such construction.

The Table of Contents of the Zoning Bylaws shall be amended to add new Section 5.E.11:
ELDERLY COMMUNITY OVERLAY DISTRICT (ECOD)

The Table of Use Regulations of the Zoning Bylaws, (Section 5.F) shall be amended by adding to the District Abbreviations under the Overlay category: “ECOD-Elderly Community Overlay District;” and by adding ECOD to the Overlay table grid under “RESIDENTIAL USES”- “Elderly Housing” as a use permitted by Special Permit from the Planning Board (SA).

Submitted by Stephen J. Lentine and Messrs. Lentine, Hughes, Witala, Zuccaro, Mangie, Lentine, McConnon and Madames Lentine, Hughes, Knickle, O’Brien and Lentine-McConnon.

Finance Committee recommends approval.

ARTICLE 36 - PETITIONER ARTICLE

To see if the Town will vote to amend the Zoning By-Laws and Zoning Map by overlaying the Elderly Community Overlay District on the Rural Residence zoned land owned The Estate of Jessie G. Merritt, identified as Billerica Assessor's Map 38, Parcel 2-0, having a present street addresses of 120 Rangeway Road, Billerica and shown on the attached perimeter plan entitled, "Rezoning Plan, 120 Rangeway Road, Billerica, MA, dated March 11, 2020," bonded and described as follows:

See Exhibit A attached hereto and incorporated herein for legal description.

EXHIBIT A

OVERLAY ZONING ARTICLE 120 RANGEWAY ROAD BILLERICA, MA

Beginning at the southeasterly corner; thence S 55°37'50" W a distance of 336.95'; thence N 39°57'13" W a distance of 22.56'; thence N 48°56'17" W a distance of 9.95'; thence N 39°19'46" W a distance of 50.77'; thence N 40°32'46" W a distance of 197.08'; thence N 40°53'03" W a distance of 202.47'; thence N 41°01'41" W a distance of 27.17'; thence N 65°47'41" E a distance of 500.69'; thence S 19°42'14" E a distance of 54.44'; thence S 25°43'53" E a distance of 42.28'; thence S 26°39'17" E a distance of 118.43'; thence S 13°03'48" E a distance of 45.60'; thence S 18°05'16" E a distance of 60.93'; thence S 18°37'10" E a distance of 109.71'; which is the point of beginning, having an area of 194,774+- square feet, 4.47+- acres.

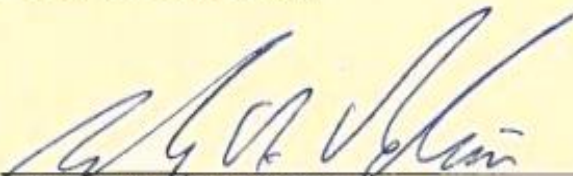
Submitted by Stephen J. Lentine and Messrs. Lentine, Witala, Zuccaro, Mangie, Lentine, McConnon and Madames Lentine, Knickle, O'Brien and Lentine-McConnon.

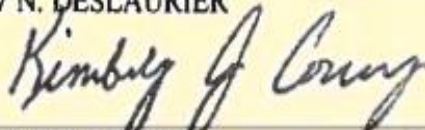
Finance Committee recommends approval.

And you are hereby directed to serve this Final Warrant by posting true and attested copies thereof, one copy at the Town Hall, one copy at the Billerica Public Library, one copy at the Billerica Police Station, one copy at the Belly Buster Diner, one copy at Pinehurst Post Office, one copy at the Center Post Office, Boston Road, one copy at Market Basket, Town Plaza, Boston Road, one copy at the West Billerica Fire Station, one copy at the Nutting Lake Post Office, one copy at Augusta Market, 599 Boston Road, one copy at the Ninety-Nine Restaurant, Lexington Road, one copy at the Pinehurst Fire Station (Temporary Location), one copy at the East Billerica Fire Station, one copy at the North Billerica Post Office and one copy at the North Billerica Fire Station.

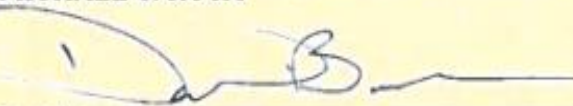
Given under our hands this 9th of June 2020.

BOARD OF SELECTMEN



ANDREW N. DESLAURIER

KIMBERLY J. CONWAY

MICHAEL S. ROSA

DANIEL L. BURNS

JOHN BURROWS

A true copy attest



Constable, Town of Billerica

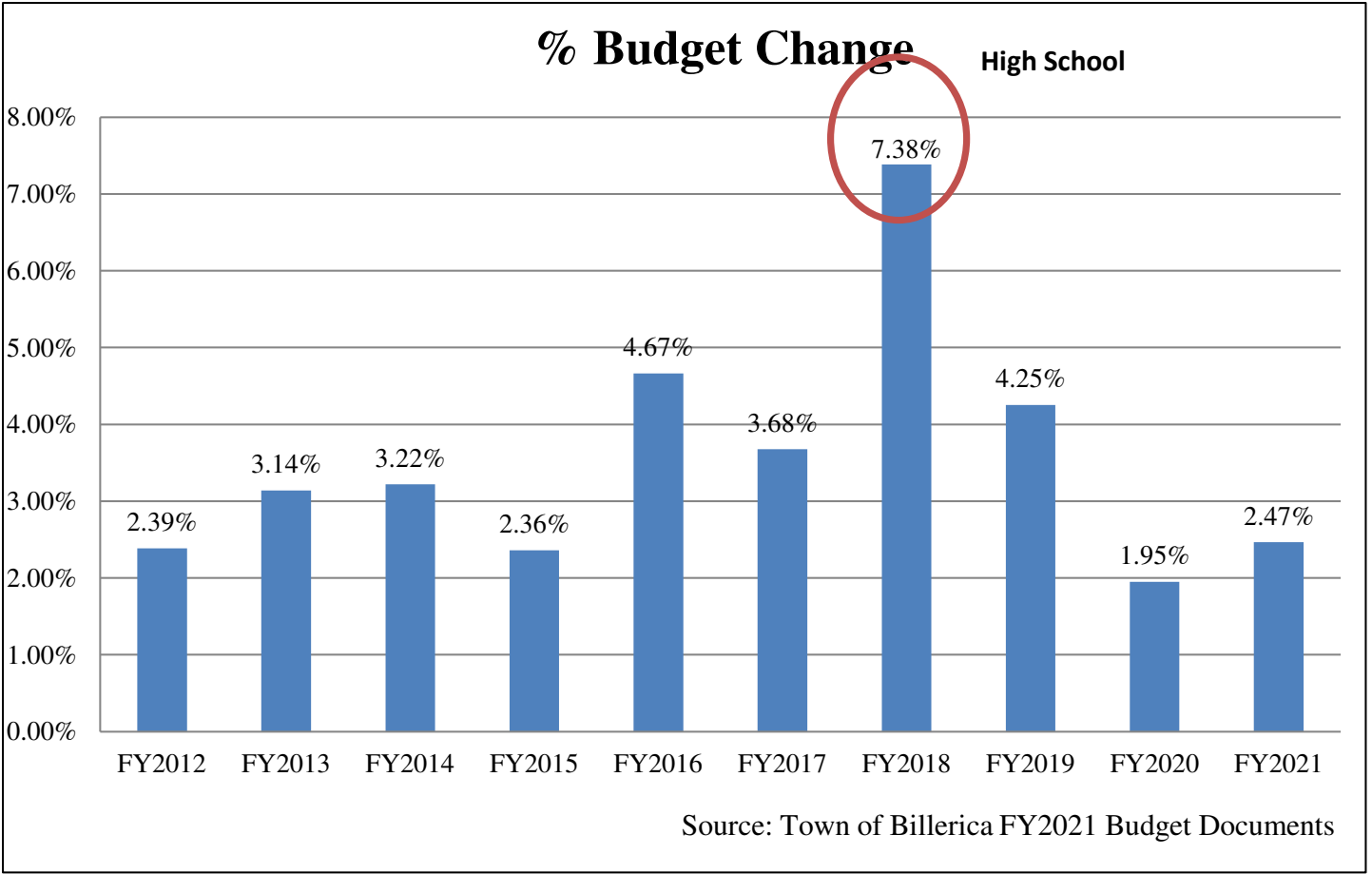
Appendix A

Town Budget Financial Reports and Analysis

Fiscal Year 2021 Budget Summary

Fiscal Year 2021 Budget Summary

Department	FY2019 BUDGET	FY2020 BUDGET	FY2021 BUDGET	FY2021 Amended BUDGET	\$ INC/DEC	% INC/DEC
General Government	\$ 5,647,312	\$ 5,740,587	\$ 7,014,233	\$ 7,014,233	\$ 1,273,646	22.19%
Public Safety	20,366,156	20,027,341	20,504,452	20,504,452	477,111	2.38%
Public Works	8,147,893	8,456,287	8,901,713	8,901,713	445,426	5.27%
Library and Recreation	2,080,090	2,154,823	2,175,438	2,175,438	20,615	0.96%
Human Services	925,295	946,537	908,747	908,747	(37,790)	-3.99%
Total Town Departments	37,166,746	37,325,575	39,504,583	39,504,583	2,179,008	5.84%
Billerica Public Education	63,310,708	65,258,421	67,353,216	67,353,216	2,094,795	3.21%
Shawsheen Technical	10,917,388	10,256,850	9,807,569	9,807,569	(449,281)	-4.38%
Total Education	\$ 74,228,096	\$ 75,515,271	\$ 77,160,785	\$ 77,160,785	\$ 1,645,514	2.18%
Town/School Shared Costs	41,586,787	42,667,863	43,352,870	43,352,870	685,007	1.61%
TOTAL	\$ 152,981,629	\$ 155,508,709	\$ 160,018,238	\$ 160,018,238	\$ 4,509,529	2.90%
Water Enterprise Fund Budget	\$ 6,418,896	\$ 6,514,231	\$ 6,566,188	\$ 6,566,188	\$ 51,957	0.80%
Wastewater Enterprise Fund Budget	\$ 8,316,190	\$ 8,738,789	\$ 8,388,219	\$ 8,388,219	(350,570)	-4.01%
Total Budgets	\$ 167,716,714	\$ 170,761,728	\$ 174,972,645	\$ 174,972,645	\$ 4,210,916	2.47%



Financial Recap FY21

TOWN OF BILLERICA FINANCIAL RECAP FISCAL YEAR 2021 SPRING					Page 1
	FINAL BUDGET FY17	FINAL BUDGET FY18	FINAL BUDGET FY19	FINAL BUDGET FY20	FINAL BUDGET FY21
<i>USES OF FUNDING (AMOUNTS TO BE RAISED):</i>					
APPROPRIATIONS:					
GENERAL FUND BUDGET (Includes all TM R&A)	126,059,929.00	135,428,993.00	141,425,590.00	143,587,193.00	147,235,842.00
Water Enterprise Budget	6,033,655.51	5,986,507.83	6,188,893.61	6,514,230.50	6,566,187.62
Water Enterprise Capital Budget					
Wastewater Enterprise Budget	7,696,146.04	8,459,132.00	8,327,388.00	8,738,789.00	8,388,219.00
Transfers					
NON BUDGET RAISE AND APPROPRIATE	6,358,000.00	7,889,248.00	9,175,739.87	10,492,449.52	
CPA Budget Article		700,000.00	900,000.00	900,000.00	900,000.00
TOTAL APPROPRIATIONS	146,147,730.55	158,463,880.83	166,017,611.48	170,232,662.02	163,090,248.62
OTHER LOCAL EXPENDITURES / DEFICITS:					
TAX TITLE PURPOSES	25,000.00	25,000.00	50,000.00	50,000.00	50,000.00
CHARTER SCHOOL ASSESSMENT					
SCHOOL CHOICE					
COUNTY RETIREMENT	9,826,635.00	10,788,311.00	11,556,039.00	11,921,516.00	12,782,396.00
DEBT & INTEREST	167,000.00				
FINAL JUDGMENTS	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
OVERLAY DEFICITS					
CHERRY SHEET OFFSETS	45,930.00	47,593.00	50,131.00	52,318.00	52,318.00
REVENUE DEFICIT					
SNOW / ICE DEFICIT	376,878.00	903,739.00	939,585.00	533,093.23	600,000.00
PROJECTED SNOW / ICE REIMBURSEMENT					
OVERLAY RESERVE	3,190,508.64	2,796,504.85	3,125,621.55	2,711,458.00	2,711,458.00
OTHER - MEDICARE/UNEMPLOYMENT					
OTHER - UNFORESEEN CHARGES/ASSESSMENTS					
TOTAL OTHER LOCAL EXPENDITURES	13,691,951.64	14,621,147.85	15,781,376.55	15,328,385.23	16,256,172.00
STATE AND COUNTY CHARGES	5,591,126.00	5,258,306.00	5,219,905.00	5,015,964.00	5,015,964.00
TOTAL USES OF FUNDING	165,430,808.19	178,343,334.68	187,018,893.03	190,577,011.25	184,362,384.62

Please refer to budget detail on page 29 for more info.

	FINAL BUDGET FY17	FINAL BUDGET FY18	FINAL BUDGET FY19	FINAL BUDGET FY20	FINAL BUDGET FY21
<i>SOURCES OF FUNDING:</i>					
AMEND PY NEW GROWTH	321,328.00	28,203.00	279,327.00		
PROPERTY TAXES 2 1/2 LEVY LIMIT	120,397,154.00	126,107,679.00	132,428,590.00	138,304,396.00	145,069,641.00
NEW GROWTH	2,606,525.00	2,811,618.00	2,502,528.00	3,226,961.00	750,000.00
AMEND PY NEW GROWTH					
TOTAL PROPERTY TAXES	123,003,679.00	128,919,297.00	134,931,118.00	141,531,357.00	145,819,641.00
ADD CPA					
ADD DEBT EXCLUSION	1,742,363.00	6,412,498.00	6,655,532.23	6,013,156.50	5,614,093.98
DOR ROUNDING					
LESS EXCESS LEVY CAPACITY	-9,972,702.00	-12,693,601.00	-16,559,324.45	-17,915,532.53	-18,689,523.53
WATER LEVY	1,758,655.51	1,586,507.83	1,388,893.61	1,676,427.50	1,766,187.62
SEWER LEVY	3,921,146.04	4,259,132.00	3,327,388.00	3,208,486.00	2,888,219.00
GENERAL FUND LEVY	109,093,538.45	116,792,554.17	120,311,044.17	124,744,067.47	128,089,804.83
TOTAL PROPERTY TAXES - ADJUSTED	114,773,340.00	122,638,194.00	125,027,325.78	129,628,980.97	132,744,211.45

<i>SOURCES OF FUNDING (cont):</i>					
STATE ESTIMATED REVENUES:					
CHAPTER 70 - SCHOOL AID	18,904,494.00	19,055,514.00	19,202,874.00	19,348,854.00	19,348,854.00
CHARTER TUITION ASSESSMENT REIMBURSEMENT	190,893.00	142,880.00	131,271.00	109,710.00	109,710.00
SCHOOL LUNCH - OFFSET					
LOTTERY	5,598,864.00	5,817,220.00	6,020,823.00	6,183,385.00	6,183,385.00
VETERANS' BENEFITS	386,332.00	333,206.00	302,335.00	305,950.00	305,950.00
EXEMPTIONS - VETS, BLIND & SURVIVING SPOUSE	233,585.00	247,065.00	237,951.00	248,042.00	248,042.00
STATE OWNED LAND	101,246.00	101,149.00	126,590.00	140,493.00	140,493.00
PUBLIC LIBRARIES - OFFSET	45,930.00	47,593.00	50,131.00	52,318.00	52,318.00
TOTAL STATE ESTIMATED REVENUES	25,461,344.00	25,744,627.00	26,071,975.00	26,388,752.00	26,388,752.00

LOCAL ESTIMATED REVENUES:					
MOTOR VEHICLE EXCISE	5,800,000.00	5,900,000.00	6,300,000.00	6,500,000.00	6,500,000.00
OTHER EXCISES (HOTEL/MOTEL)	925,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00
PENALTIES & INTEREST	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00
P.I.L.O.T.	38,000.00	38,000.00	40,000.00	50,000.00	50,000.00
CHARGES FOR SERVICES - WATER					
CHARGES FOR SERVICES - SEWER					
FEES (Includes Ambulance Receipts)	2,000,000.00	2,050,000.00	2,500,000.00	2,500,000.00	2,500,000.00
DEPARTMENTAL REVENUE-LIBRARY	9,000.00	9,000.00	9,000.00	7,000.00	7,000.00
DEPARTMENTAL REVENUE-CEMETERY	125,000.00	110,000.00	110,000.00	110,000.00	110,000.00
OTHER DEPARTMENTAL REVENUE	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
LICENSES & PERMITS	660,000.00	675,000.00	675,000.00	1,000,000.00	1,000,000.00
FINES & FORFEITS	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
INTEREST EARNINGS	200,000.00	200,000.00	225,000.00	225,000.00	225,000.00
MISC. STATE AND OTHER REVENUE	150,000.00	150,000.00	125,000.00	125,000.00	125,000.00
NON RECURRING REVENUE	25,000.00				
TOTAL LOCAL ESTIMATED REVENUES	10,657,000.00	11,357,000.00	12,209,000.00	12,742,000.00	12,742,000.00

	FINAL BUDGET FY17	FINAL BUDGET FY18	FINAL BUDGET FY19	FINAL BUDGET FY20	FINAL BUDGET FY21
ENTERPRISE REVENUE					
CHARGES FOR SERVICES - WATER	4,275,000.00	4,400,000.00	4,800,000.00	4,800,000.00	4,800,000.00
CHARGES FOR SERVICES - WATER BACKFLOW AND CROSS CONNECTION FEES					
CHARGES FOR SERVICES - NEW REVENUE					
CHARGES FOR SERVICES - SEWER	3,775,000.00	4,200,000.00	5,000,000.00	5,500,000.00	5,500,000.00
TOTAL ENTERPRISE REVENUES	8,050,000.00	8,600,000.00	9,800,000.00	10,300,000.00	10,300,000.00
OTHER AVAILABLE FUNDS:					
CPA REVENUE		700,000.00	900,000.00	900,000.00	900,000.00
CPA Appropriation			1,605,141.00		
WASTE WATER PLANT EXPANSION FUND	375,000.00				
WASTE WATER INFLOW / INFIL. FUND	140,000.00		100,000.00	237,000.00	
WATER CONSERVATION FUND				531,000.00	
WATER CONSERVATION FUND May				110,000.00	
PREVIOUS WARRANT ARTICLES					
SALE OF LOTS & GRAVES TRUST				195,000.00	
DEBT STABILIZATION APPROPRIATION		1,400,000.00	1,625,000.00	950,000.00	1,160,000.00
DEBT STABILIZATION APPROPRIATION					
FREE CASH	3,981,914.00	5,719,000.00	3,874,904.00	7,482,052.00	
FREE CASH May Public Safety Contracts			1,500,000.00		
FREE CASH May			387,453.00	5,000.00	
WATER ENTERPRISE RETAINED EARNINGS	782,000.00	200,000.00	1,098,917.00		
WASTEWATER ENTERPRISE RETAINED EARNINGS	1,079,086.00	50,000.00	1,074,872.00	500,000.00	
OVERLAY SURPLUS		1,704,623.00	573,264.87	389,429.39	
OVERLAY SURPLUS School Contract			800,000.00		
RINK REVOLVING FUND	131,125.00	129,890.00	128,656.00	127,422.00	127,422.00
Reauthorization of Old Articles DPW Trucks			242,384.00		
LAND FUND					
PEG Access Fund				90,374.72	
MISC. REVENUE FUNDS					
BUDGET TRANSFERS		100,000.00			
CHAPTER 90 - HIGHWAY					
TOTAL OTHER AVAILABLE FUNDS	6,489,125.00	10,003,513.00	13,910,591.87	11,517,278.11	2,187,422.00
TOTAL SOURCES OF FUNDING	165,430,809.00	178,343,334.00	187,018,892.65	190,577,011.08	184,362,385.45
<i>PROJECTED SURPLUS (DEFICIT)</i>	<i>0.81</i>	<i>(0.68)</i>	<i>(0.38)</i>	<i>(0.17)</i>	<i>0.83</i>

Budget Detail

Town of Billerica Budget Detail FY2020 Page 1													
	BUDGETED FY2017	EXPENDED FY2017	BUDGETED FY2018	EXPENDED FY2018	BUDGETED FY2019	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021	Budget Change	% Change	
122 - Board of Selectmen													
5110 Personnel	74,438	74,438	74,438	72,978	76,225	76,224	80,637	66,976	66,976	66,976	(13,661)	-16.94%	
5190 Contractual Obligations	4,000	4,000	4,000	3,898	4,000	3,742	4,000	500	500	500	(3,500)	-87.50%	
5400 Supplies & Expenses	8,000	8,000	8,000	5,937	5,000	4,545	8,000	4,500	4,500	4,500	(3,500)	-43.75%	
5200 Contract Services/Leases	1,500	900	1,500	1,400	1,500	1,460	1,500	1,500	1,500	1,500	-	0.00%	
7044 Assessments and Dues	23,545	18,569	23,545	23,545	26,545	26,202	23,545	28,942	28,942	28,942	5,397	22.92%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	111,483	105,907	111,483	107,758	113,270	112,173	117,682	102,418	102,418	102,418	(15,264)	-12.97%	
123 - Town Manager													
5110 Personnel	509,293	511,626	520,830	533,830	562,733	562,733	614,394	660,697	660,447	660,447	46,054	7.50%	
5120 Permanent Part Time	52,410	51,754	53,306	53,306	55,047	55,047	57,038	70,514	70,514	70,514	13,476	23.63%	
5130 Overtime	-	-	-	-	5,000	-	-	10,000	10,000	10,000	10,000	-	-
5190 Contractual Obligations	\$30,903	\$26,783	\$11,370	\$11,370	\$8,260	\$5,143	\$8,260	\$16,470	\$16,470	\$16,470	\$8,210	99.39%	
5400 Supplies & Expenses	28,400	24,968	28,400	28,243	36,400	20,521	28,400	28,400	28,400	28,400	-	0.00%	
5200 Contract Services/Leases	28,000	8,174	28,000	-	23,000	20,033	25,000	25,000	25,000	25,000	-	0.00%	
7037 Comm. Plan./Proj./Tech. Asst.	5,000	3,158	5,000	2,649	5,000	-	5,000	10,000	10,000	10,000	5,000	100.00%	
7050 Pensions	475	475	475	475	475	475	475	-	-	-	(475)	-100.00%	
7051 Emp. Medical Exams	85,000	85,000	85,000	84,107	135,000	118,391	85,000	85,000	85,000	85,000	-	0.00%	
7053 Prof. Training/Development	15,500	5,059	74,438	9,423	15,500	14,685	15,500	15,500	15,500	15,500	-	0.00%	
7061 Pr. Town Rep./TM Handouts	15,000	13,268	4,000	-	15,000	2,125	10,000	6,000	6,000	6,000	(4,000)	-40.00%	
7064 Contract Retro	-	-	8,000	15,000	-	-	-	-	-	-	-	0.00%	
7094 Assessment Center	-	-	1,500	15,227	14,000	8,794	-	-	-	-	-	0.00%	
7095 Substance Abuse Program	-	-	23,545	20,000	20,000	20,000	20,000	20,000	20,000	20,000	-	0.00%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	769,981	730,265	843,864	773,630	895,415	827,472	869,066	947,581	947,331	947,331	78,265	9.01%	
125 - Systems Admin.													
5110 Personnel	88,432	88,432	98,061	97,999	104,346	103,945	111,507	114,111	114,111	114,111	2,604	2.34%	
5190 Contractual Obligations	-	-	783	783	783	783	783	783	783	783	-	0.00%	
5400 Supplies & Expenses	10,000	8,130	10,000	9,993	10,000	10,000	25,000	10,000	10,000	10,000	(15,000)	-60.00%	
5200 Contract Services/Leases	398,584	389,218	400,004	385,728	392,754	390,761	461,300	478,600	478,600	478,600	17,300	3.75%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	497,016	485,780	508,848	494,503	507,883	505,489	598,590	603,494	603,494	603,494	4,904	0.82%	
129 - Cable Advisory Committee													
5120 Permanent Part Time	-	-	-	-	-	-	-	-	-	-	-	-	
5400 Supplies & Expenses	-	-	-	5,000	5,000	-	5,000	-	-	-	(5,000)	-100.00%	
TOTAL	-	-	-	5,000	5,000	-	5,000	-	-	-	(5,000)	100.00%	
131 - Finance Committee													
5120 Permanent Part Time	1,000	-	1,000	834	1,000	1,000	1,000	2,000	2,000	2,000	1,000	100.00%	
5400 Supplies & Expenses	-	-	-	-	-	-	-	-	-	-	-	-	
5200 Contract Services/Leases	1,600	1,082	1,600	1,197	1,600	870	1,600	1,600	1,600	1,600	-	0.00%	
7063 Reserve Fund	84,520	-	84,520	-	60,566	-	84,520	84,520	84,520	84,520	-	0.00%	
TOTAL	87,120	1,082	87,120	2,031	63,166	1,870	87,120	88,120	88,120	88,120	1,000	1.15%	
135 - Town Accountant													
5110 Personnel	217,679	217,679	217,679	225,912	231,316	230,892	238,516	243,262	243,262	243,262	4,746	1.99%	
5190 Contractual Obligations	8,464	8,405	8,464	8,464	9,264	9,264	11,710	12,493	12,493	12,493	783	6.69%	
5400 Supplies & Expenses	1,500	1,454	1,500	1,497	1,500	1,489	1,500	1,500	1,500	1,500	-	0.00%	
5200 Contract Services/Leases	500	489	500	500	500	463	500	500	500	500	-	0.00%	
7062 Town Audit	58,000	58,000	58,000	58,000	60,000	60,000	60,000	60,000	60,000	60,000	-	0.00%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	286,143	286,026	286,143	294,373	302,580	302,108	312,226	317,755	317,755	317,755	5,529	1.77%	
141 - Assessor													
5110 Personnel	391,085	384,535	434,933	410,180	452,386	452,386	477,376	493,346	493,346	493,346	15,970	3.35%	
5120 Permanent Part Time	3,000	3,000	3,000	2,970	3,000	3,000	3,000	3,000	3,000	3,000	-	0.00%	
5190 Contractual Obligations	10,624	10,624	11,453	11,453	16,453	12,330	16,453	17,253	17,253	17,253	800	4.86%	
5400 Supplies & Expenses	3,250	2,949	3,250	2,810	3,250	3,175	3,250	3,250	3,250	3,250	-	0.00%	
5200 Contract Services/Leases	35,750	30,026	35,750	30,222	35,750	29,715	39,500	39,500	39,500	39,500	-	0.00%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	443,709	431,134	488,386	457,635	510,839	500,606	539,579	556,349	556,349	556,349	16,770	3.11%	
145 - Treasurer/Collector													
5110 Personnel	474,931	471,306	498,552	480,295	506,688	489,365	515,742	534,007	534,007	534,007	18,265	3.54%	
5120 Permanent Part Time	20,409	20,409	20,409	20,409	20,409	20,409	20,409	20,409	20,409	20,409	-	0.00%	
5130 Overtime	-	-	-	-	-	-	-	-	-	-	-	-	
5190 Contractual Obligations	13,047	10,947	14,697	14,697	15,411	15,411	15,911	15,911	15,911	15,911	-	0.00%	
5400 Supplies & Expenses	54,152	52,854	54,152	48,539	54,152	44,419	54,152	67,008	67,008	67,008	12,856	23.74%	
5200 Contract Services/Leases	92,554	77,551	92,554	91,062	92,554	82,225	92,554	92,554	92,554	92,554	-	0.00%	
5235 Tax Revenue Collection	50,000	74,741	75,000	67,316	50,000	50,000	50,000	50,000	50,000	50,000	-	0.00%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	705,093	707,808	755,364	722,318	739,214	701,829	748,768	779,889	779,889	779,889	31,121	4.16%	
161 - Town Clerk													
5110 Personnel	258,526	254,261	269,223	255,343	267,103	261,671	272,249	281,778	281,778	281,778	9,529	3.50%	
5190 Contractual Obligations	11,627	11,627	12,168	9,800	12,000	11,000	12,000	12,000	12,000	12,000	-	0.00%	
5400 Supplies & Expenses	1,385	1,369	1,385	1,385	1,400	650	1,400	2,025	2,025	2,025	625	44.64%	
5200 Contract Services/Leases	1,675	628	1,725	483	1,495	1,328	1,495	1,325	1,325	1,325	(170)	-11.37%	
5800 Capital Outlay	-	-	-	-	-	-	-	800	800	800	-	-	
TOTAL	273,213	267,885	284,501	267,011	281,998	274,649	287,144	297,928	297,928	297,928	10,784	3.76%	
162 - Election Department													
5120 Permanent Part Time	57,418	65,692	42,780	42,195	61,994	53,248	39,826	63,186	63,186	63,186	23,360	58.65%	
5400 Supplies & Expenses	3,630	1,750	1,315	1,200	3,695	2,295	2,610	4,210	4,210	4,210	1,600	61.30%	
5200 Contract Services/Leases	53,196	49,554	29,084	27,343	53,540	49,277	48,458	68,862	68,862	68,862	20,404	42.11%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	114,244	116,996	73,179	70,738	119,229	104,820	90,894	136,258	136,258	136,258	45,364	49.91%	
163 - Board of Registrars													
5110 Personnel	37,288	31,863	37,288	33,967	40,938	40,740	46,207	86,653	46,330	46,330	123	0.27%	
5120 Permanent Part Time	3,020	1,510	3,020	3,020	3,205	3,204	3,205	3,205	3,205	3,205	-	0.00%	
5130 Overtime	-	-	-	-	-	-	-	-	2,000	2,000	2,000	0.00%	
5190 Contractual Obligations	600	600	600	600	1,000	583	1,000	2,000	1,000	1,000	-	0.00%	
5400 Supplies & Expenses	9,225	6,086	9,225	1,545	9,225	4,741	10,825	9,625	9,625	9,625	(1,200)	-11.09%	
5200 Contract Services/Leases	2,775	-	2,850	2,811	2,850	2,618	2,850	3,300	3,300	3,300	450	15.79%	
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	52,907	40,059	52,982	41,943	57,218	51,886	64,087	104,782	65,460	65,460	1,373	2.14%	
171 - Conservation Commission													
5110 Personnel	184,520	184,520	194,511	185,432	190,618	177,008	194,150	194,142	194,142	194,142	(9)	0.00%	
5120 Permanent Part Time	-	-	-	-	-	-	-	-	-	-	-	-	
5130 Overtime	2,803	2,415	2,803	2,496	1,567	1,567	2,644	2,892	2,892	2,892	248	9.38%	
5190 Contractual Obligations	12,647	10,848	14,297	14,297	13,330	4,574	14,866	14,866	14,866	14,866	-	0.00%	
5400 Supplies & Expenses	900	845	1,000	801	1,000	985	4,500	4,500	4,500				

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192 - Town Hall

	BUDGETED FY2017	EXPENDED FY2017	BUDGETED FY2018	EXPENDED FY2018	BUDGETED FY2019	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021	Budget Change	% Change
5110 Personnel	-	-	-	-	-	-	37,791	56,471	56,471	56,471	18,680	49.43%
5190 Contractual Obligations	-	-	-	-	-	-	-	-	-	-	-	0.00%
5200 Contract Services/Leases							20,000	40,000	40,000	40,000	20,000	100.00%
5400 Postage	120,000	120,000	120,000	119,968	143,000	141,706	120,000	145,000	145,000	145,000	25,000	20.83%
5400 Custodial Supplies	4,000	2,807	4,000	3,718	4,000	3,801	4,000	4,000	4,000	4,000	-	0.00%
5400 Supplies & Expenses	25,000	25,000	25,000	24,685	25,000	24,702	25,000	25,000	25,000	25,000	-	0.00%
7059 Cleaning Services	-	-	-	-	-	-	-	-	-	-	-	0.00%
5256 Utilities	159,500	159,500	159,500	158,958	159,500	159,500	159,500	40,000	40,000	40,000	(119,500)	-74.92%
7058 Building Maintenance	161,000	161,000	161,000	155,466	159,000	155,366	186,000	155,100	155,100	155,100	(30,900)	-16.61%
7055 Telephone	90,000	88,220	90,000	88,905	92,000	91,512	90,000	90,000	90,000	90,000	-	0.00%
7065 Abandoned Buildings	5,500	4,586	5,500	741	3,500	176	30,000	3,500	3,500	3,500	(26,500)	-88.33%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	565,000	561,113	565,000	552,441	586,000	576,763	672,291	559,071	559,071	559,071	(113,220)	-16.84%

691 - Historical Commission

5400 Supplies & Expenses	50	50	50	50	50	50	50	50	50	50	-	0.00%
5200 Contract Services/Leases	250	250	250	250	250	250	250	250	250	250	-	0.00%
TOTAL	300	300	300	300	300	300	300	300	300	300	-	0.00%

910 - Town Systemwide

7080 Town Retirements	75,000	175,000	155,000	155,000	175,000	175,000	125,000	190,000	190,000	190,000	65,000	52.00%
xxxx Town Settlements			-	-	11,000	-	-	-	-	-	-	
7088 Town Electric								1,246,640	1,246,640	1,246,640	1,246,640	0.00%
7095 Streetlights	227,500	227,500	227,500	209,346	227,500	227,500	227,500	165,000	165,000	165,000	(62,500)	-27.47%
7096 Legal	195,000	259,033	235,000	228,366	315,000	310,308	245,000	245,000	245,000	245,000	-	0.00%
7097 Town Fuel			-	-	307,000	306,719	305,000	315,000	315,000	315,000	10,000	3.28%
TOTAL	497,500	661,533	617,500	592,712	1,035,500	1,019,527	902,500	2,161,640	2,161,640	2,161,640	1,259,140	139.52%

TOTAL GENERAL GOVERNMENT	4,823,002	4,842,773	5,091,895	4,801,625	5,647,312	5,361,204	5,740,587	7,053,805	7,014,233	7,014,233	1,273,646	22.19%

210 - Police Department

5110 Personnel	5,044,597	4,972,360	5,182,010	5,083,380	5,976,786	5,692,192	5,514,677	5,528,219	5,528,219	5,528,219	13,542	0.25%
5120 Permanent Part Time	-	-	-	-	5,000	1,355	5,000	5,000	5,000	5,000	-	
5130 Overtime	660,000	686,031	660,000	660,000	676,500	662,019	720,000	745,000	745,000	745,000	25,000	3.47%
5190 Contractual Obligations	1,559,957	1,559,957	1,564,696	1,503,629	1,630,265	1,543,841	1,608,486	1,650,014	1,650,014	1,650,014	41,528	2.58%
5400 Supplies & Expenses	428,750	387,207	403,750	412,336	284,350	277,375	287,350	298,350	298,350	298,350	11,000	3.83%
5256 Utilities	-	-	-	-	-	-	-	-	-	-	-	
5200 Contract Services/Leases	158,600	151,837	158,600	148,009	170,100	170,179	174,100	204,100	204,100	204,100	30,000	17.23%
5800 Capital Outlay	158,000	152,089	197,500	110,026	176,300	176,300	185,600	165,600	165,600	165,600	(20,000)	-10.78%
TOTAL	8,009,904	7,909,481	8,166,556	7,917,380	8,919,301	8,523,261	8,495,213	8,596,283	8,596,283	8,596,283	101,070	1.19%

220 - Fire Department

5110 Personnel	5,469,817	5,406,524	5,581,765	5,495,586	6,324,627	6,258,373	6,244,076	6,399,497	6,399,497	6,399,497	155,421	2.49%
5120 Permanent Part Time	41,111	39,546	41,111	41,111	46,865	43,165	44,857	49,589	49,589	49,589	4,732	10.55%
5130 Overtime	655,000	715,000	655,000	655,000	655,000	643,889	740,000	778,217	778,217	778,217	38,217	5.16%
5190 Contractual Obligations	1,028,827	1,028,827	1,032,932	1,032,932	1,034,811	1,034,811	1,105,654	1,137,661	1,137,661	1,137,661	32,007	2.89%
5400 Supplies & Expenses	395,300	377,071	414,785	403,144	316,045	316,045	312,310	322,635	322,635	322,635	10,325	3.31%
5200 Contract Services/Leases	146,553	143,390	148,748	147,796	183,140	155,470	160,881	161,031	161,031	161,031	150	0.09%
5256 Utilities	84,500	84,500	84,500	85,297	84,500	79,476	84,500	44,000	44,000	44,000	(40,500)	-47.93%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	7,821,108	7,794,858	7,958,841	7,860,866	8,644,988	8,531,229	8,692,278	8,892,630	8,892,630	8,892,630	200,352	2.30%

231 - Ambulance

5110 Personnel	937,610	909,686	977,807	977,807	1,022,485	1,018,559	1,021,253	1,049,979	1,049,979	1,049,979	28,727	2.81%
5120 Permanent Part Time	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	-	0.00%
5130 Overtime	187,500	197,956	195,000	195,000	207,000	207,000	222,000	237,000	237,000	237,000	15,000	6.76%
5190 Contractual Obligations	137,354	134,583	141,380	141,380	191,045	191,045	173,901	186,096	186,096	186,096	12,195	7.01%
5400 Supplies & Expenses	111,400	106,132	111,400	108,958	111,400	106,555	112,200	118,200	118,200	118,200	6,000	5.35%
5200 Contract Services/Leases	108,000	102,066	112,000	109,572	112,000	111,487	112,000	113,800	113,800	113,800	1,800	1.61%
5800 Capital Outlay	12,000	10,390	-	-	-	-	-	-	-	-	-	
TOTAL	1,508,864	1,475,812	1,552,587	1,547,717	1,658,929	1,649,646	1,656,353	1,720,076	1,720,076	1,720,076	63,723	3.85%

241 - Building Department

5110 Personnel	347,483	347,483	519,612	519,612	537,585	537,585	562,012	624,051	624,051	624,051	62,038	11.04%
5120 Permanent Part Time	108,429	108,429	-	-	-	-	-	-	-	-	-	0.00%
5130 Overtime	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	0.00%
5190 Contractual Obligations	36,383	36,383	36,508	35,003	45,440	45,440	47,340	46,140	46,140	46,140	(1,200)	-2.53%
5400 Supplies & Expenses	6,600	5,808	6,600	6,239	6,600	3,705	6,600	11,800	11,800	11,800	5,200	78.79%
5200 Contract Services/Leases	4,375	2,807	4,375	2,805	14,375	4,601	14,375	14,375	14,375	14,375	-	0.00%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	513,270	510,910	577,095	573,659	614,000	601,331	640,327	706,366	706,366	706,366	66,039	10.31%

244 - Sealer Weights and Measures

5120 Permanent Part Time											-	
5400 Supplies & Expenses											-	
5200 Contract Services/Leases	11,000	11,000	11,000	11,000	13,000	12,500	11,000	12,500	12,500	12,500	1,500	13.64%
TOTAL	11,000	11,000	11,000	11,000	13,000	12,500	11,000	12,500	12,500	12,500	1,500	13.64%

291 - Emergency Management

5110 Personnel	11,562	11,562	11,562	11,562	12,581	12,581	12,581	13,231	13,231	13,231	650	5.16%
5400 Supplies & Expenses	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	-	0.00%
5190 Contractual Obligations	5,400	5,400	5,400	5,256	5,400	4,327	5,400	5,400	5,400	5,400	-	0.00%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	24,962	24,962	24,962	24,818	25,981	24,908	25,981	26,631	26,631	26,631	650	2.50%

292 - Animal Control

5110 Personnel	52,839	52,800	54,912	53,856	61,040	59,617	67,499	63,626	63,626	63,626	(3,873)	-5.74%
5120 Permanent Part Time	22,687	22,687	22,688	21,775	21,522	21,522	22,393	28,981	28,981	28,981	6,588	29.42%
5130 Overtime	12,000	12,000	12,000	11,389	14,000	7,940	14,000	14,000	14,000	14,000	-	0.00%
5190 Contractual Obligations	2,700	2,300	2,600	2,100	700	500	2,350	2,550	2,550	2,550	200	8.51%
5400 Supplies & Expenses	5,500	4,127	5,500	5,481	5,500	5,142	6,500	6,500	6,500	6,500	-	0.00%
5200 Contract Services/Leases	5,000	4,347	5,000	5,000	5,000	4,534	6,500	6,500	6,500	6,500	-	0.00%
5256 Utilities	7,000	6,418	7,000	6,580	7,000	5,478	7,000	5,500	5,500	5,500	(1,500)	-21.43%
5800 Capital Outlay	-	-	-	-	-	-	-	38,825	-	-	-	
TOTAL	107,727	104,679	109,700	106,181	114,762	104,733	126,242	166,482	127,657	127,657	1,415	1.12%

510 - Board of Health

5110 Personnel	269,452	269,256	280,206	279,675	285,944	265,561	292,673	291,689	291,689	291,689	(984)	-0.34%
5120 Permanent Part Time	35,748	35,748	37,193	37,050	38,263	37,791	37,936	70,145	70,145	70,145	32,209	84.90%
5130 Overtime	3,500	4,388	3,500	3,500	3,500	3,500	3,500	4,500	4,500	4,500	1,000	28.57%
5190 Contractual Obligations	26,734	21,884	30,628	30,629	35,566	35,566	33,916	30,616	30,616	30,616	(3,300)	-9.73%
5400 Supplies & Expenses	2,895	2,735	2,895	2,342	2,895	2,415	2,895	2,895	2,895	2,895	-	0.00%
5200 Contract Services/Leases	9,026	6,342	9,026	7,207	9,026	8,826	9,026	22,464	22,464	22,464	13,438	148.88%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	347,355	340,353	363,448	360,403	375,195	353,659	379,947	422,309	422,309	422,309	42,362	11.15%

TOTAL PUBLIC SAFETY	18,344,190	18,172,055	18,764,189	18,402

	BUDGETED FY2017	EXPENDED FY2017	BUDGETED FY2018	EXPENDED FY2018	BUDGETED FY2019	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021	Budget Change	% Change
410 - Engineering											-	
5110 Personnel	499,528	439,398	519,847	519,847	557,457	557,457	597,734	616,072	616,072	616,072	18,338	3.07%
5130 Overtime	20,000	12,841	20,000	7,904	21,400	18,714	21,400	29,000	29,000	29,000	7,600	35.51%
5190 Contractual Obligations	12,550	12,550	12,850	12,200	15,500	13,274	14,100	14,825	14,825	14,825	725	5.14%
5400 Supplies & Expenses	7,000	3,905	8,000	6,404	8,000	7,984	8,000	8,000	8,000	8,000	-	0.00%
5200 Contract Services/Leases	28,450	25,965	130,928	58,330	130,928	73,712	99,228	120,266	120,266	120,266	21,038	21.20%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	567,528	494,659	691,625	604,685	733,285	671,141	740,462	788,163	788,163	788,163	47,701	6.44%
421 - Public Works Administration											-	
5110 Personnel	748,293	737,146	772,667	769,397	639,642	639,642	673,255	675,517	675,517	675,517	2,262	0.34%
5120 Permanent Part Time	160,198	135,099	161,000	91,096	195,000	184,106	262,080	262,080	262,080	262,080	-	0.00%
5130 Overtime	-	-	4,400	4,385	-	-	-	-	-	-	-	
5190 Contractual Obligations	26,626	26,626	30,252	30,252	32,028	30,928	32,354	33,137	33,137	33,137	783	2.42%
5400 Supplies & Expenses	27,400	21,424	24,700	23,310	5,560	5,557	3,000	3,000	3,000	3,000	-	0.00%
5200 Contract Services/Leases	20,775	20,618	21,775	19,120	14,290	8,737	16,850	17,325	17,325	17,325	475	2.82%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	983,292	940,913	1,014,794	937,560	886,520	868,970	987,539	991,059	991,059	991,059	3,520	0.36%
422 - Highway Department											-	
5110 Personnel	885,685	863,918	900,134	873,968	976,063	873,508	990,282	1,056,711	1,056,711	1,056,711	66,429	6.71%
5130 Overtime Regular	66,100	49,173	66,100	48,568	70,727	48,688	70,727	76,681	76,681	76,681	5,954	8.42%
5150 Temporary/Seasonal	-	-	-	-	-	-	-	-	-	-	-	
5190 Contractual Obligations	27,950	21,490	28,250	19,498	28,250	26,018	28,550	30,150	30,150	30,150	1,600	5.60%
5400 Supplies & Expenses	534,326	353,127	552,326	426,541	413,100	399,282	413,100	453,100	453,100	453,100	40,000	9.68%
5200 Contract Services/Leases	322,293	278,165	322,293	300,923	322,293	304,944	322,293	322,293	322,293	322,293	-	0.00%
5256 Utilities	29,250	29,250	29,250	19,120	29,250	24,517	29,250	13,100	13,100	13,100	(16,150)	-55.21%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	1,865,604	1,595,122	1,898,353	1,688,618	1,839,683	1,676,957	1,854,202	1,952,035	1,952,035	1,952,035	97,833	5.28%
423 - Snow and Ice											-	
5131 Snow Overtime	70,000	170,322	70,000	193,826	70,000	170,534	70,000	70,000	70,000	70,000	-	0.00%
5278 Snow and Sand Expenses	350,000	1,153,416	350,000	1,165,758	350,000	782,558	350,000	350,000	350,000	350,000	-	0.00%
TOTAL	420,000	1,323,738	420,000	1,359,584	420,000	953,092	420,000	420,000	420,000	420,000	-	0.00%
433 - Solid Waste											-	
5285 Solid Waste	2,924,848	2,842,908	2,892,440	2,693,147	2,979,589	2,920,436	3,086,921	3,359,776	3,359,776	3,359,776	272,856	8.84%
TOTAL	2,924,848	2,842,908	2,892,440	2,693,147	2,979,589	2,920,436	3,086,921	3,359,776	3,359,776	3,359,776	272,856	8.84%
650 - Parks/Trees											-	
5110 Personnel				-	480,372	474,339	495,728	487,993	487,993	487,993	(7,735)	
5120 Permanent Part Time				-	-	-	-	-	-	-	-	
5130 Overtime				-	97,370	93,047	97,370	110,155	110,155	110,155	12,785	
5190 Contractual Obligations				-	17,124	12,114	17,124	17,124	17,124	17,124	-	
5400 Supplies & Expenses				-	94,025	93,843	67,925	67,925	67,925	67,925	-	
7093 Mosquito Control				-	15,000	11,814	15,000	15,000	15,000	15,000	-	
5200 Contract Services/Leases				-	67,830	67,686	125,830	140,830	140,830	140,830	15,000	
5256 Utilities				-	7,500	3,000	7,500	2,500	2,500	2,500	(5,000)	
5800 Capital Outlay				-	100,000	85,796	120,000	120,000	120,000	120,000	-	
TOTAL			-	-	879,221	841,639	946,477	961,527	961,527	961,527	15,050	
491 - Cemetery											-	
5110 Personnel				-	284,459	248,433	295,550	294,957	294,957	294,957	(593)	
5120 Permanent Part Time				-	-	-	-	-	-	-	-	
5130 Overtime				-	55,640	30,002	55,640	58,200	58,200	58,200	2,560	
5190 Contractual Obligations				-	10,296	10,296	10,296	10,296	10,296	10,296	-	
5400 Supplies & Expenses				-	36,500	17,570	36,500	45,000	43,000	43,000	6,500	
7093 Mosquito Control				-	-	-	-	-	-	-	-	
5200 Contract Services/Leases				-	20,450	8,691	20,450	20,450	20,450	20,450	-	
5256 Utilities				-	2,250	2,250	2,250	2,250	2,250	2,250	-	
5800 Capital Outlay				-	-	-	-	-	-	-	-	
5800 Perpetual Care				-	-	-	-	-	-	-	-	
TOTAL			-	-	409,595	317,242	420,686	431,153	429,153	429,153	8,467	
491 - Cemetery Parks/Trees											-	
5110 Personnel	465,851	462,404	499,094	489,705			-	-	-	-	-	0.00%
5120 Permanent Part Time	-	-	-	-			-	-	-	-	-	0.00%
5130 Overtime	91,000	89,316	91,000	91,000			-	-	-	-	-	0.00%
5190 Contractual Obligations	16,974	16,974	17,274	14,367			-	-	-	-	-	0.00%
5400 Supplies & Expenses	73,050	72,915	73,050	73,020			-	-	-	-	-	0.00%
7093 Mosquito Control	15,000	11,760	15,000	10,140			-	-	-	-	-	0.00%
5200 Contract Services/Leases	65,630	64,340	65,630	61,870			-	-	-	-	-	0.00%
5256 Utilities	14,070	14,070	14,070	10,898			-	-	-	-	-	0.00%
5800 Capital Outlay	-	-	100,000	99,050			-	-	-	-	-	0.00%
5800 Perpetual Care	-	-	-	-			-	-	-	-	-	
TOTAL	741,575	731,779	875,118	850,050	-	-	-	-	-	-	-	0.00%
TOTAL PUBLIC WORKS	7,502,847	7,929,118	7,792,330	8,133,644	8,147,893	8,249,477	8,456,287	8,903,713	8,901,713	8,901,713	445,427	5.27%
300 - Billerica Public Schools											-	
5166 Professional Salaries	48,070,259	48,070,259	49,850,259	49,850,259	51,584,651	51,584,651	53,532,364	55,250,753	55,250,753	55,250,753	1,718,389	3.21%
5170 Clerical Salaries											-	
5180 Other Salaries											-	
5466 Supplies & Expenses	1,798,617	1,798,617	1,797,817	1,797,817	1,755,573	1,755,573	1,755,573	1,811,927	1,811,927	1,811,927	56,354	3.21%
5266 Contract Services/Leases	8,146,040	8,146,040	8,146,040	8,146,040	8,308,961	8,308,961	8,308,961	8,575,678	8,575,678	8,575,678	266,718	3.21%
5267 Utilities	1,351,592	1,351,592	1,351,592	1,351,592	1,378,624	1,378,624	1,378,624	1,422,878	1,422,878	1,422,878	44,254	3.21%
5866 Capital Outlay	277,352	277,352	277,352	277,352	282,899	282,899	282,899	291,980	291,980	291,980	9,081	3.21%
TOTAL	59,643,860	59,643,860	61,423,060	61,423,060	63,310,708	63,310,708	65,258,421	67,353,216	67,353,216	67,353,216	2,094,795	3.21%
310 - Shawsheen Technical School											-	
5300 Operating Costs	10,122,691	10,122,691	10,579,268	10,579,268	10,917,388	10,917,388	10,256,850	9,807,569	9,807,569	9,807,569	(449,281)	-4.38%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	10,122,691	10,122,691	10,579,268	10,579,268	10,917,388	10,917,388	10,256,850	9,807,569	9,807,569	9,807,569	(449,281)	-4.38%
TOTAL PUBLIC EDUCATION	69,766,551	69,766,551	72,002,328	72,002,328	74,228,096	74,228,096	75,515,271	77,160,785	77,160,785	77,160,785	1,645,514	2.18%

	BUDGETED FY2017	EXPENDED FY2017	BUDGETED FY2018	EXPENDED FY2018	BUDGETED FY2019	EXPENDED FY2019	BUDGETED FY2020	DEPT REQ FY2021	TOWN MGR FY2021	FIN COM FY2021	Budget Change	% Change
610 - Public Library											-	
5110 Personnel	659,032	659,032	723,460	753,461	798,305	785,772	815,649	867,421	867,421	867,421	51,772	6.35%
5120 Permanent Part Time	439,388	439,388	364,422	360,578	389,708	374,410	405,859	405,812	405,812	405,812	(47)	-0.01%
5190 Contractual Obligations	30,369	30,369	29,437	29,437	30,481	30,481	29,203	26,363	26,363	26,363	(2,840)	-9.72%
5400 Supplies & Expenses	203,350	203,230	210,350	210,350	214,057	214,053	214,551	224,835	224,835	224,835	10,284	4.79%
5200 Contract Services/Leases	72,712	71,265	74,031	73,362	80,567	80,567	80,961	82,684	82,684	82,684	1,723	2.13%
7059 Cleaning Service	18,528	18,528	20,100	20,099	20,100	20,100	21,900	27,300	27,300	27,300	5,400	24.66%
5256 Utilities	76,800	76,800	76,800	76,800	76,800	76,800	76,800	25,000	25,000	25,000	(51,800)	-67.45%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	1,500,179	1,498,612	1,498,601	1,524,087	1,610,018	1,582,183	1,644,923	1,659,415	1,659,415	1,659,415	14,492	0.88%
630 - Recreation Department											-	
5110 Personnel	204,277	204,277	212,383	212,383	257,642	252,300	273,207	339,275	339,275	339,275	66,068	24.18%
5120 Permanent Part Time	114,016	123,743	116,218	116,218	103,441	95,018	107,641	57,700	57,700	57,700	(49,941)	-46.40%
5190 Contractual Obligations	9,727	14,046	9,627	9,627	7,300	7,300	8,432	6,332	6,332	6,332	(2,100)	-24.91%
5400 Supplies & Expenses	14,080	14,046	14,080	13,114	15,950	8,063	14,080	12,680	12,680	12,680	(1,400)	-9.94%
5200 Contract Services/Leases	49,500	49,500	49,500	47,798	51,540	51,106	60,340	58,836	58,836	58,836	(1,504)	-2.49%
5256 Utilities	10,000	10,000	10,000	14,899	10,000	10,000	10,000	3,000	3,000	3,000	(7,000)	-70.00%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	401,601	415,612	411,808	414,039	445,872	423,787	473,700	477,823	477,823	477,823	4,123	0.87%
91070 - Civic Events/Organizations											-	
7067 VFW-P, DAV, VFW-S	600	600	600	600	600	600	600	600	600	600	-	0.00%
7068 Memorial Day/Homcoming	9,000	8,802	9,000	8,392	9,000	8,985	9,000	11,000	11,000	11,000	2,000	22.22%
7097 Family First Night	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	0.00%
7098 350th Celebration	-	-	-	-	-	-	-	-	-	-	-	
7076 Middlesex Canal	1,500	1,296	1,500	19	1,500	-	1,500	1,500	1,500	1,500	-	0.00%
7077 Beautification	1,000	1,000	1,000	1,000	3,000	2,591	15,000	15,000	15,000	15,000	-	0.00%
7084 Scholarship Account	6,100	6,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	-	0.00%
TOTAL	23,200	22,798	22,200	20,111	24,200	22,276	36,200	38,200	38,200	38,200	2,000	5.52%
TOTAL LIBRARY & RECREATION	1,924,980	1,937,022	1,932,609	1,958,237	2,080,090	2,028,246	2,154,823	2,175,438	2,175,438	2,175,438	20,615	0.96%
543 - Veterans Services											-	
5110 Personnel	126,086	126,087	131,062	130,678	133,804	117,049	137,592	131,046	131,046	131,046	(6,546)	-4.76%
5190 Contractual Obligations	9,034	8,434	9,334	8,934	9,334	4,534	9,534	5,434	5,434	5,434	(4,100)	-43.00%
5400 Supplies & Expenses	4,710	2,766	4,710	3,177	4,710	3,885	4,710	5,210	5,210	5,210	500	10.62%
5200 Contract Services/Leases	1,285	1,285	1,385	473	1,385	1,012	1,385	1,785	1,785	1,785	400	28.88%
5280 Veterans Benefits	560,000	409,629	560,000	360,033	430,000	320,608	430,000	400,000	400,000	400,000	(30,000)	-6.98%
TOTAL	701,115	548,201	706,491	503,295	579,233	447,088	583,221	543,475	543,475	543,475	(39,746)	-6.81%
541 - Council on Aging											-	
5110 Personnel	200,061	195,182	201,058	201,058	216,310	198,168	217,357	232,402	232,402	232,402	15,045	6.92%
5120 Permanent Part Time	17,017	17,017	17,017	17,017	18,727	18,727	22,734	22,484	22,484	22,484	(250)	-1.10%
5190 Contractual Obligations	3,192	3,192	4,081	4,081	6,600	5,639	6,600	9,450	9,450	9,450	2,850	43.18%
5400 Supplies & Expenses	37,270	36,677	37,270	37,274	37,270	37,239	42,270	42,270	42,270	42,270	-	0.00%
5200 Contract Services/Leases	34,465	34,445	34,465	34,502	34,465	34,447	41,665	41,665	41,665	41,665	-	0.00%
5256 Utilities	32,690	32,690	32,690	35,861	32,690	29,043	32,690	17,000	17,000	17,000	(15,690)	-48.00%
5800 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	324,695	319,202	326,581	329,793	346,062	323,263	363,316	365,272	365,272	365,272	1,956	0.54%
561 - Commission on Disabilities											-	
5400 Supplies & Expenses	-	-	-	-	-	-	-	-	-	-	-	
5200 Contract Services/Leases	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	-	-	-	-	-	-	-	-	-	-	-	
563 - Housing Partnership											-	
5150 Temporary/Seasonal	-	-	-	-	-	-	-	-	-	-	-	
5400 Supplies & Expenses	-	-	-	-	-	-	-	-	-	-	-	
TOTAL	-	-	-	-	-	-	-	-	-	-	-	
TOTAL HUMAN SERVICES	1,025,810	867,403	1,033,072	833,088	925,295	770,351	946,537	908,747	908,747	908,747	(37,790)	-3.99%
710 - Capital											-	
7150 Equipment	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	-	0.00%
7140 Contracts	500,000	500,000	500,000	500,000	500,000	500,000	1,500,000	1,500,000	1,500,000	1,500,000	-	0.00%
TOTAL	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	-	0.00%
710 - Debt and Interest											-	
7150 Debt Principal - Town	526,539	511,539	453,846	453,846	170,000	170,000	165,000	320,000	320,000	320,000	155,000	93.94%
7140 Debt Principal - School	650,000	650,000	650,000	650,000	500,000	500,000	490,000	480,000	480,000	480,000	(10,000)	-2.04%
7550 Debt Interest - Town	70,863	70,765	53,764	53,764	43,150	42,950	57,975	68,050	68,050	68,050	10,075	17.38%
7160 Debt Interest - School	196,644	187,223	166,900	168,900	140,351	140,350	124,250	106,775	106,775	106,775	(17,475)	-14.06%
7580 New Debt - Town Interest	-	-	-	-	-	-	-	-	-	-	-	
7130 Temporary Borrowing - Town	245,000	198,282	412,000	307,375	420,000	420,000	398,875	350,000	350,000	350,000	(48,875)	-12.25%
7150 Temporary Borrowing - Debt Exclusion	-	-	-	-	-	-	201,125	90,000	90,000	90,000	(111,125)	-55.25%
7170 High School Exclusion - Principal	-	-	2,400,000	2,400,000	1,800,000	1,800,000	2,000,000	1,785,000	1,785,000	1,785,000	(215,000)	-10.75%
7170 High School Exclusion - Interest	-	-	2,454,182	2,454,182	3,339,219	3,339,219	3,326,469	3,266,331	3,266,331	3,266,331	(60,138)	-1.81%
75XP Parker Debt Exclusion - Principal	1,420,000	1,420,000	1,250,000	1,250,000	1,250,000	1,250,000	320,000	320,000	320,000	320,000	-	0.00%
75XI Parker Debt Exclusion - Interest	322,363	322,362	265,563	265,562	215,563	215,563	165,563	152,763	152,763	152,763	(12,800)	-7.73%
75XO Debt Stabilization Appropriation	735,000	735,000	60,434	0	766,198	766,198	641,323	91,101	91,101	91,101	(550,222)	
TOTAL	4,166,409	4,095,171	8,166,690	8,003,629	8,644,481	8,644,280	7,890,580	7,030,020	7,030,020	7,030,020	(860,560)	-10.91%
91070 - Town/School Shared Costs											-	
7010 Bldg/Auto/Liab Insurance	1,020,000	1,020,000	1,020,000	912,727	1,020,000	859,795	1,120,000	1,176,000	1,176,000	1,176,000	56,000	5.00%
7012 Health Insurance	14,526,640	14,526,640	15,526,640	15,526,640	16,237,027	16,237,027	16,314,027	16,744,339	16,744,339	16,744,339	430,312	2.64%
7020 Workers' Compensation	866,000	865,417	866,000	843,995	746,000	691,363	866,000	866,000	866,000	866,000	-	0.00%
7030 Unemployment Comp.	100,000	57,408	100,000	56,454	80,000	61,483	100,000	100,000	100,000	100,000	-	0.00%
7042 Medicare	993,500	993,500	1,133,240	1,110,675	1,153,240	1,149,675	1,133,240	1,133,240	1,133,240	1,133,240	-	0.00%
7052 County Retirement Assessment	9,826,635	9,826,635	10,788,311	10,788,311	11,556,039	11,555,145	11,921,516	12,782,396	12,782,396	12,782,396	860,880	7.22%
7052 OPEB Trust Contribution	-	-	1,000,000	1,000,000	1,150,000	1,150,000	1,322,500	1,520,875	1,520,875	1,520,875	198,375	
TOTAL	27,332,775	27,289,599	30,434,191	30,238,802	31,942,306	31,704,488	32,777,283	34,322,850	34,322,850	34,322,850	1,545,567	4.72%
TOTAL TOWN & SCHOOL SHARED COSTS	32,499,184	32,384,770	39,600,881	39,242,431	41,586,787	41,348,768	42,667,863	43,352,870	43,352,870	43,352,870	685,007	1.61%
SUMMARY											-	
General Government	4,823,002	4,842,773	5,091,895	4,801,625	5,647,312	5,361,204	5,740,587	7,053,805	7,014,233	7,014,233	1,273,646	22.19%
Public Safety	18,344,190	18,172,055	18,764,189	18,402,024	20,366,156	19,801,267	20,027,341	20,543,277	20,504,452	20,504,452	477,111	2.38%
Public Works	7,502,847	7,929,118	7,792,330	8,133,644	8,147,893	8,249,477	8,456,287	8,903,713	8,901,713	8,901,713	445,426	5.27%
Public Education	69,766,551	69,766,551	72,002,328	72,002,328	74,228,096	74,228,096	75,515,271	77,160,7				

Financial Recap FY21

TOWN OF BILLERICA FINANCIAL RECAP FISCAL YEAR 2021 SPRING Summary Table

Uses of Funding

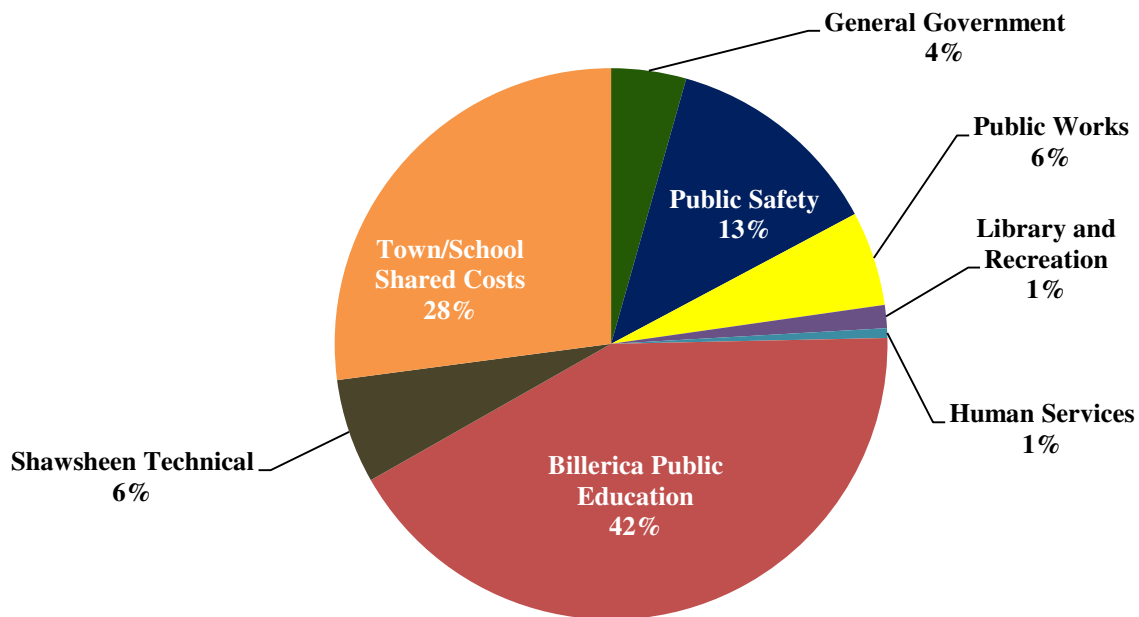
FY2021 Budget	160,018,238.00
Water Enterprise Budget	\$ 6,566,188.00
Wastewater Enterprise Budget	8,388,219.00
Snow and Ice Deficit Projection	600,000.00
Overlay Appropriation	2,711,458.00
State and County Assessments	5,015,964.00
CPA Appropriation	900,000.00
Other Funded Items	102,318.00
Final Judgements	60,000.00
Total FY2021 Uses of Funding	\$ 184,362,385.00

Sources of Funding

Total Property Taxes	\$ 132,744,211.00
Local Aid	26,388,752.00
Local Receipts	12,742,000.00
Water Enterprise Receipts	4,800,000.00
Wastewater Enterprise Receipts	5,500,000.00
CPA Revenue	900,000.00
Miscellaneous Funds	1,160,000.00
Rink Revolving Fund	127,422.00
Total FY2021 Sources of Funding	\$ 184,362,385.00
Difference	\$ -

Allocation of Resources FY21

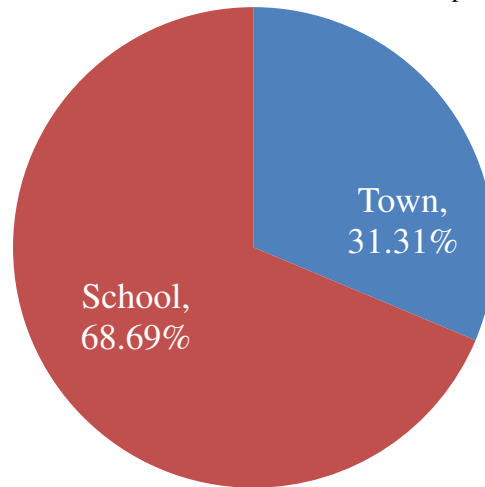
FY2021 Allocation of Resources



Source: FY2021 Billerica Budget Documents

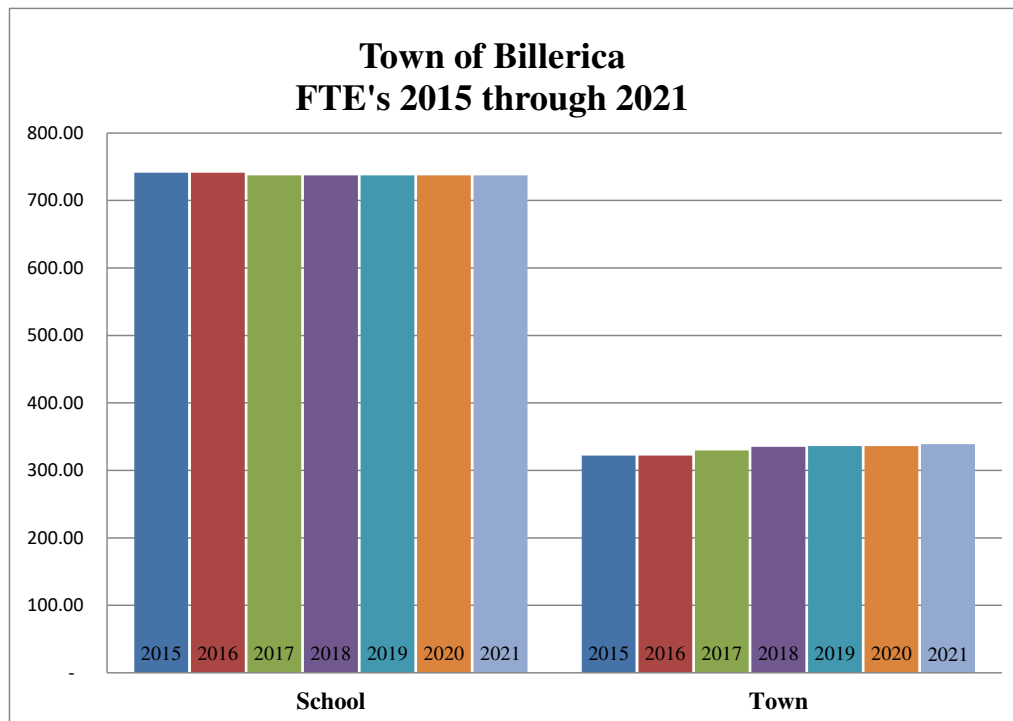
FTE Analysis

FY2021 Total
Full Time
Employees:

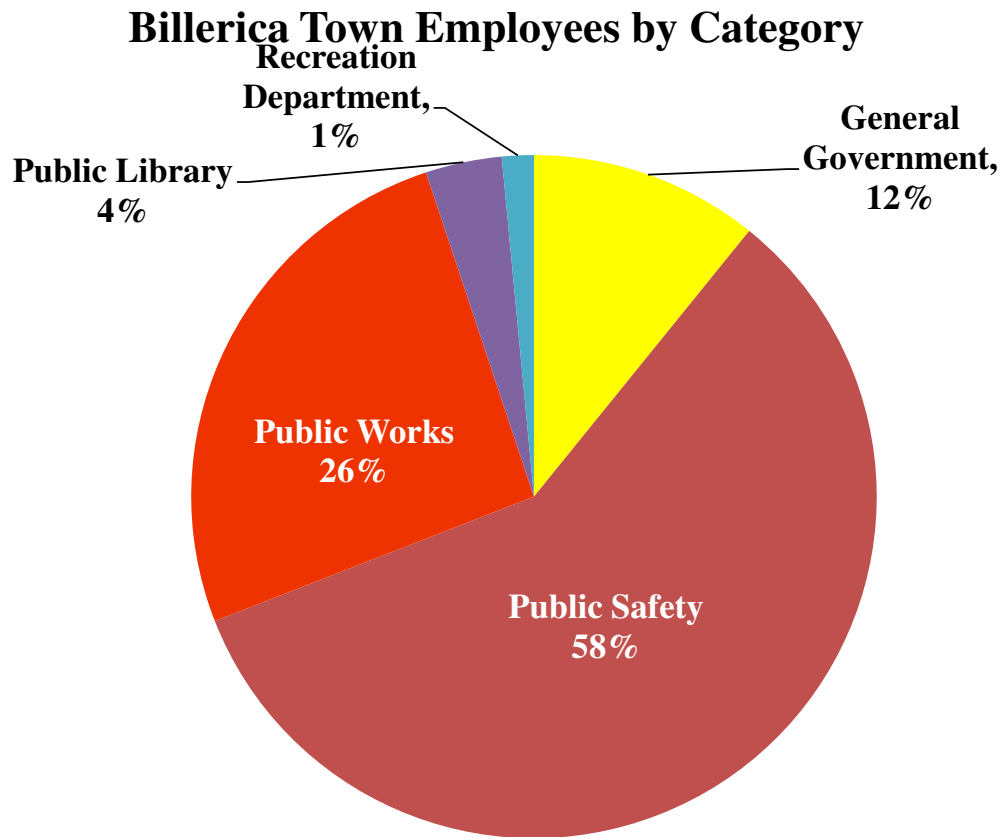


- 1 Increased part time to FTE for Program Coordinator (Recreation)
- 1 Mental Health Worker Board of Health
- 1 HMEQ - Highway

Source: FY2021 Billerica Budget Documents



FTE Analysis

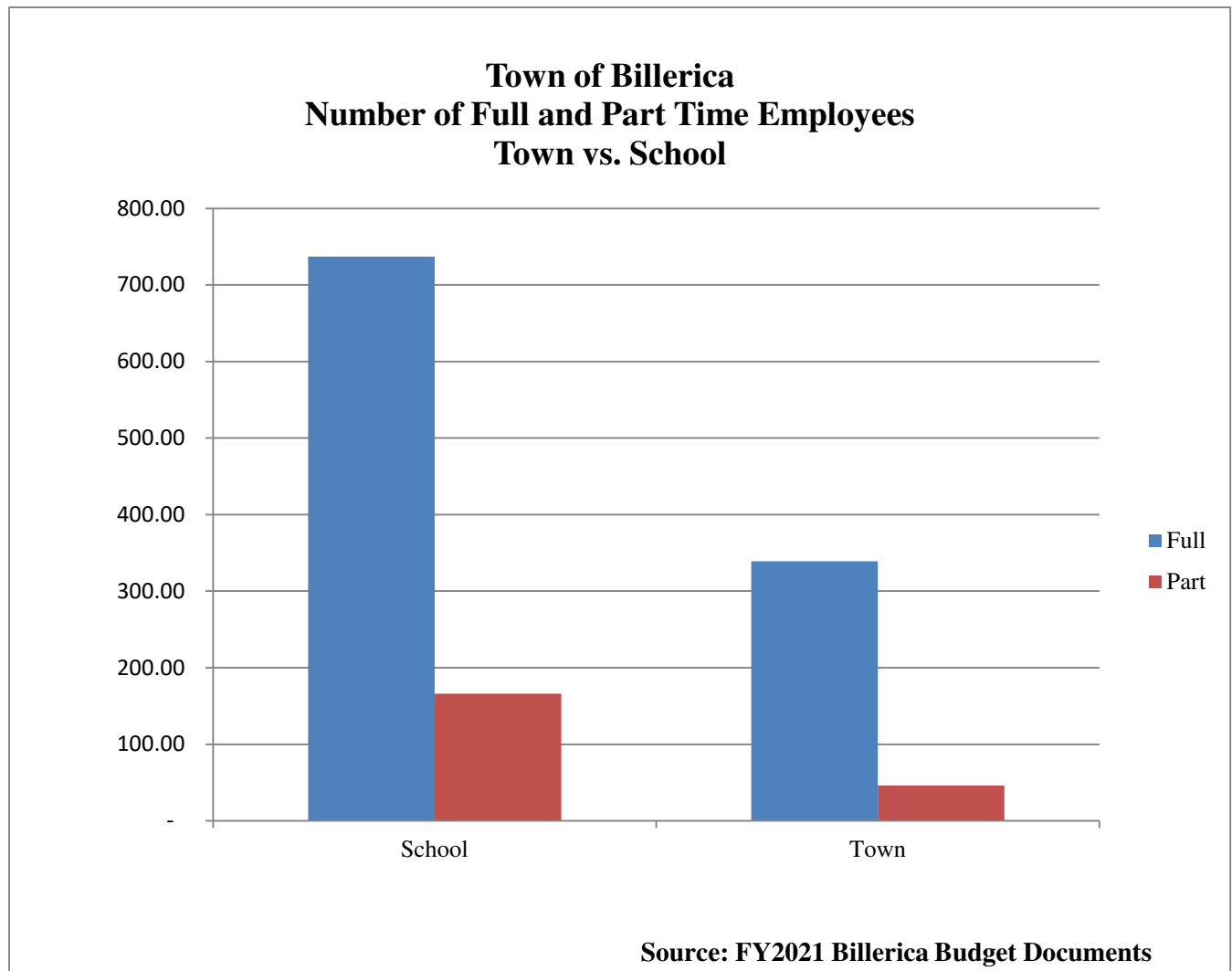


Source: FY2021 Billerica Budget Documents

**Billerica Town Employees by Category
Fiscal Year 2021**

	FTEs	Percentage
General Government	36	11%
Public Safety	194	57%
Public Works	86	25%
Public Library	12	4%
Recreation Department	5	1%
Human Services	6	2%
Total	339	100%

FTE Analysis



Town of Billerica Number of Employees

	School	Town	Total
Full	737.00	339.00	1,076.00
Part	166.00	46.00	212.00
Total	903.00	385.00	1,288.00

FTE Analysis

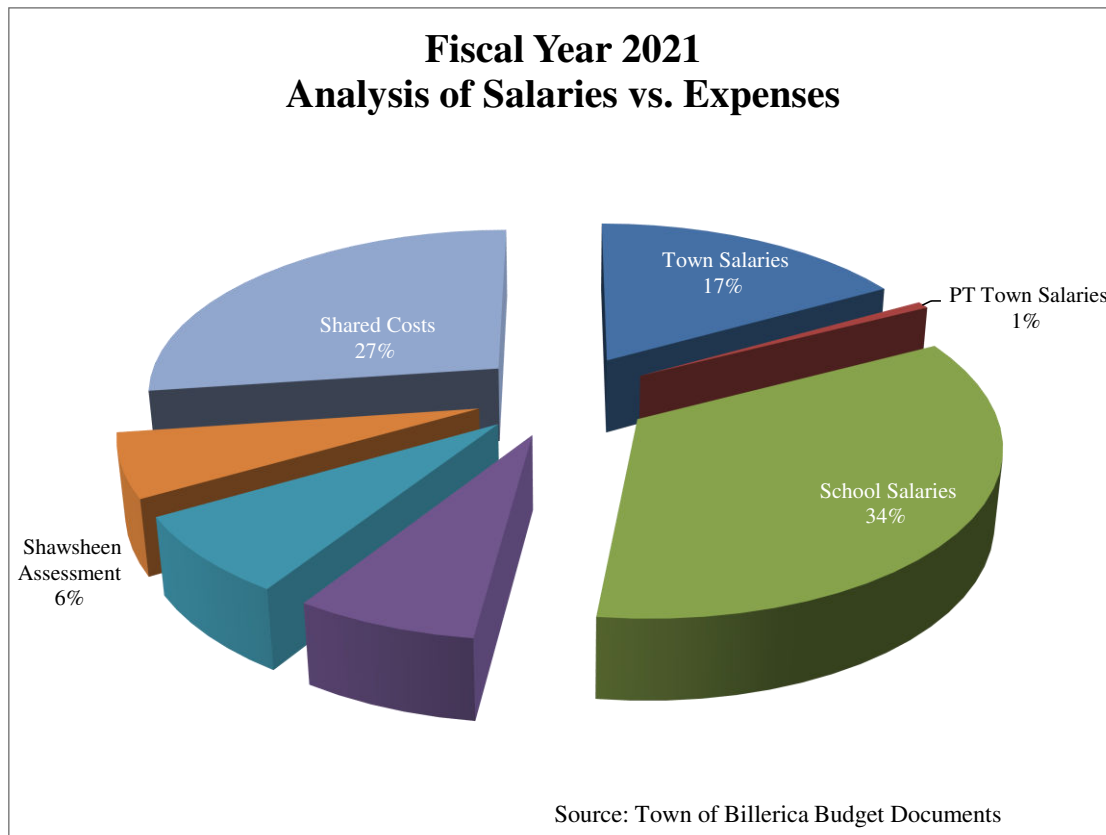
Town of Billerica Number of FTEs

	School	Town	Total
2015	741.00	322.00	1,063.00
2016	741.00	322.00	1,063.00
2017	737.00	329.50	1,066.50
2018	737.00	335.00	1,072.00
2019	737.00	336.00	1,073.00
2020	737.00	336.00	1,073.00
2021	737.00	339.00	1,076.00

FY21 Budget Summary By Cost Center

FISCAL YEAR 2021 BUDGET SUMMARY BY COST CENTER						
	FY2019 BUDGET	FY2020 BUDGET	FY2021 BUDGET	\$ INC/DEC	% INC/DEC	% Budget
Personnel						
5110 Personnel	21,186,527	20,994,063	21,490,163	496,100	2.36%	13.43%
5120 Permanent Part Time	978,181	1,047,978	1,079,105	31,127	2.97%	0.67%
5132 Flushing Program	-	-	-	-	0.00%	0.00%
5150 Temporary/Seasonal	-	-	-	-	0.00%	0.00%
5130 Overtime	1,824,548	1,964,125	2,080,960	116,835	5.95%	1.30%
5131 Snow Overtime	70,000	70,000	70,000	-	0.00%	0.04%
5190 Contractual Obligations	3,186,775	3,224,557	3,302,865	78,308	2.43%	2.06%
xxxx Contract Settlements	11,000	-	-	-	0.00%	0.00%
5166 School Salaries	51,584,651	53,532,364	55,250,753	1,718,389	3.21%	34.53%
Total Salaries	78,841,682	80,833,087	83,273,846	2,440,759	3.02%	52.04%
Expenses						
5200 Contract Services/Leases	1,839,062	1,956,271	2,128,295	172,024	8.79%	1.33%
5400 Supplies & Expenses	1,869,886	1,835,930	1,938,968	103,038	5.61%	1.21%
5256 Utilities	409,490	409,490	152,350	(257,140)	-62.80%	0.10%
**** Other Expenses	997,320	988,620	1,019,542	30,922	3.13%	0.64%
7098 350th Celebration	-	-	-	-	0.00%	0.00%
5800 Capital Outlay	276,300	305,600	286,400	(19,200)	-6.28%	0.18%
5278 Snow and Sand Expenses	350,000	350,000	350,000	-	0.00%	0.22%
5280 Veterans Benefits	430,000	430,000	400,000	(30,000)	-6.98%	0.25%
5285 Solid Waste	2,979,589	3,086,921	3,359,776	272,855	8.84%	2.10%
7088 Town Electric	-	-	1,246,640	1,246,640	0.00%	0.78%
7095 Streetlights	247,500	247,500	185,000	(62,500)	-25.25%	0.12%
7096 Legal	315,000	245,000	245,000	-	0.00%	0.15%
Total Town Expenses	9,714,147	9,855,332	11,311,971	1,456,639	14.78%	7.07%
School Expenses						
5266 School Contract Services/Leases	8,308,961	8,308,961	8,575,678	266,717	3.21%	5.36%
5267 School Utilities	1,378,624	1,378,624	1,422,878	44,254	3.21%	0.89%
5466 School Supplies & Expenses	1,755,573	1,755,573	1,811,927	56,354	3.21%	1.13%
5866 School Capital Outlay	282,899	282,899	291,980	9,081	3.21%	0.18%
5300 Shawsheen Assessment	10,917,388	10,256,850	9,807,569	(449,281)	-4.38%	6.13%
Total School Expenses	22,643,445	21,982,907	21,910,032	(72,875)	-0.33%	13.69%
Shared Costs						
7010 Bldg/Auto/Liab Insurance	1,020,000	1,120,000	1,176,000	56,000	5.00%	0.73%
7012 Health Insurance	16,237,027	16,314,027	16,744,339	430,312	2.64%	10.46%
7051 Emp. Medical Exams	135,000	85,000	85,000	-	0.00%	0.05%
7052 County Retirement Assessment/OPEB	12,706,039	13,244,016	14,303,271	1,059,255	8.00%	8.94%
7063 Reserve Fund	60,566	84,520	84,520	-	0.00%	0.05%
7042 Medicare	1,153,240	1,133,240	1,133,240	-	0.00%	0.71%
7020 Workers' Compensation	746,000	866,000	866,000	-	0.00%	0.54%
7030 Unemployment Comp.	80,000	100,000	100,000	-	0.00%	0.06%
7130 Temporary Borrowing - Town	420,000	398,875	350,000	(48,875)	-12.25%	0.22%
7140 Debt Principal/ST	1,000,000	1,990,000	1,980,000	(10,000)	-0.50%	1.24%
7150 Debt Principal - Town	670,000	866,125	910,000	43,875	5.07%	0.57%
7160 Debt Interest - School	140,351	124,250	106,775	(17,475)	-14.06%	0.07%
7170 New Debt - School Interest	5,139,219	5,326,469	5,051,331	(275,138)	100.00%	3.16%
7180 New Debt - Town Principal	-	-	-	-	0.00%	0.00%
7550 Debt Interest - Town	43,150	57,975	68,050	10,075	17.38%	0.04%
7570 New Debt - School Principal	-	-	-	-	0.00%	0.00%
7580 New Debt - Town Interest	-	-	-	-	0.00%	0.00%
75XP Parker Debt Exclusion Principal	1,250,000	320,000	320,000	-	0.00%	0.20%
75XI Parker Debt Exclusion Interest	215,563	165,563	152,763	(12,800)	-7.73%	0.10%
75XO Debt Stabilization Appropriation	766,198	641,323	91,101	(550,222)	-85.79%	0.06%
Total Shared Costs	41,782,353	42,837,383	43,522,390	685,007	1.60%	27.20%
Total Budget	\$ 152,981,628	\$ 155,508,709	\$ 160,018,239	\$ 4,509,530	2.90%	

Analysis of Salaries vs. Expenses



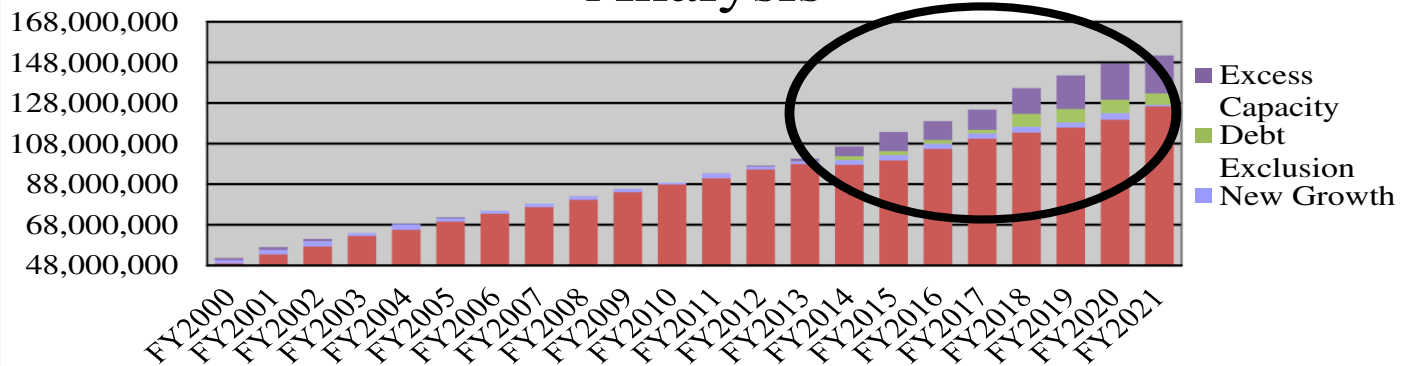
**Town of Billerica
Fiscal Year 2021**

Analysis of Salaries vs. Expenses

Town Salaries	\$	26,943,988	16.84%
PT Town Salaries		1,079,105	0.67%
School Salaries		55,250,753	34.53%
Total Salaries		83,273,846	52.04%
Town Expenses		11,311,971	7.07%
School Expenses		12,102,463	7.56%
Shawsheen Assessment		9,807,569	6.13%
Shared Costs		43,522,390	27.20%
Total Expenses		76,744,393	47.96%
Total Budget	\$	160,018,239	100.00%

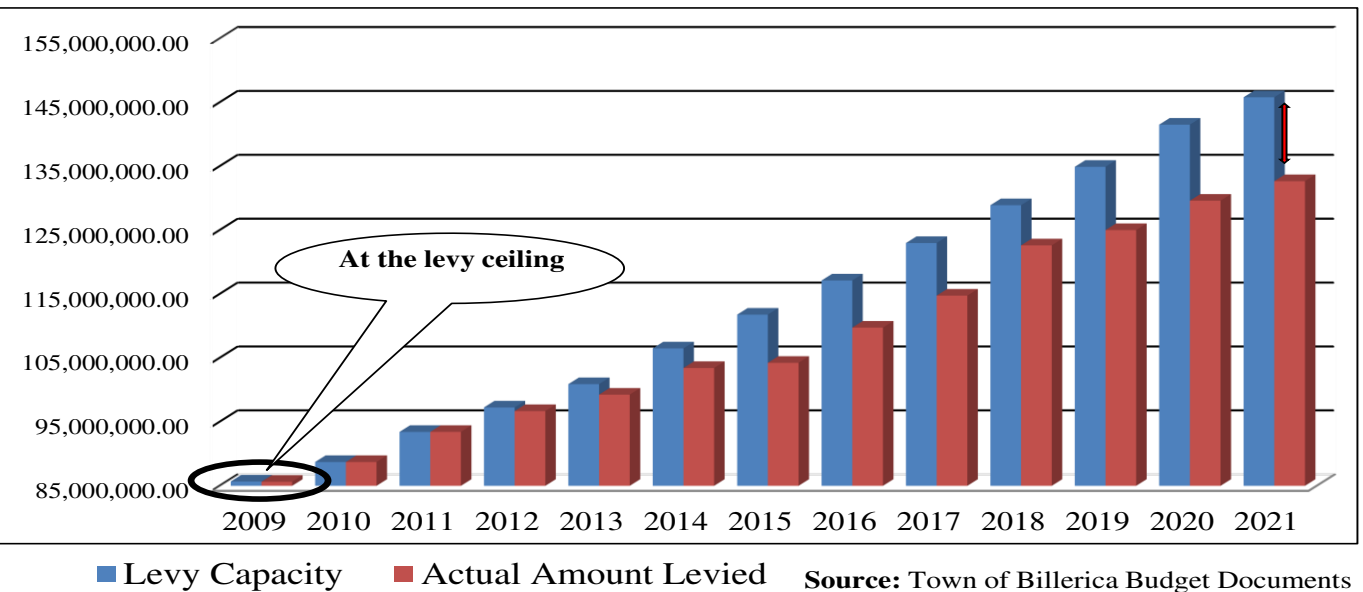
Levy Analysis

Town of Billerica Historic Levy Analysis



Source: Town of Billerica Budget Documents

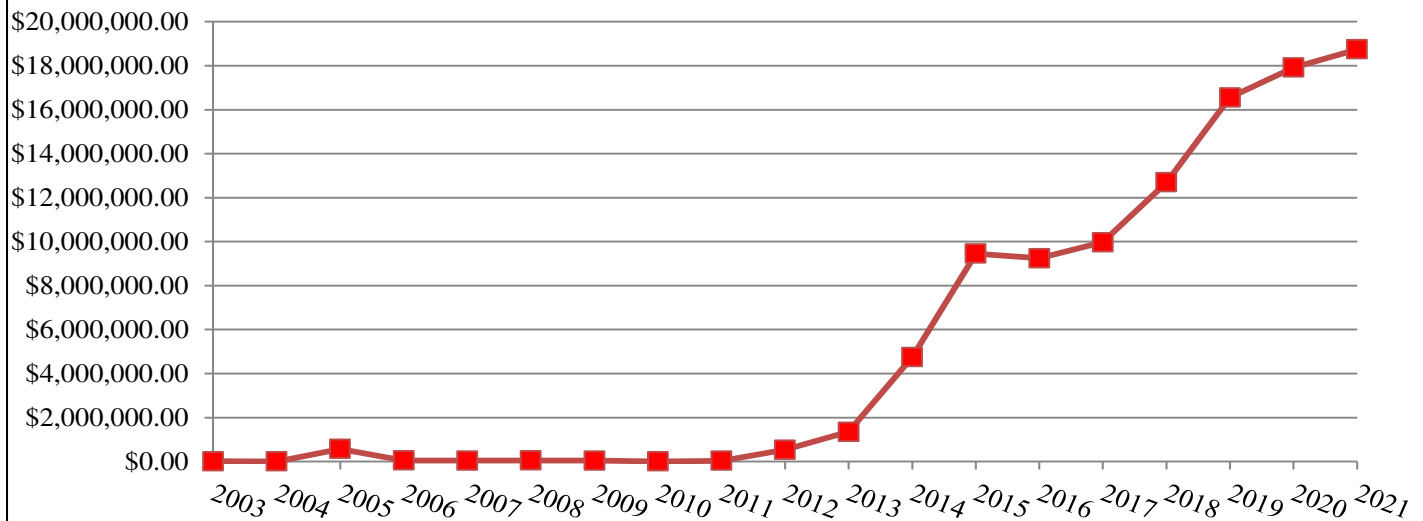
Billerica FY2021 Budget Analysis Excess levy Capacity



Source: Town of Billerica Budget Documents

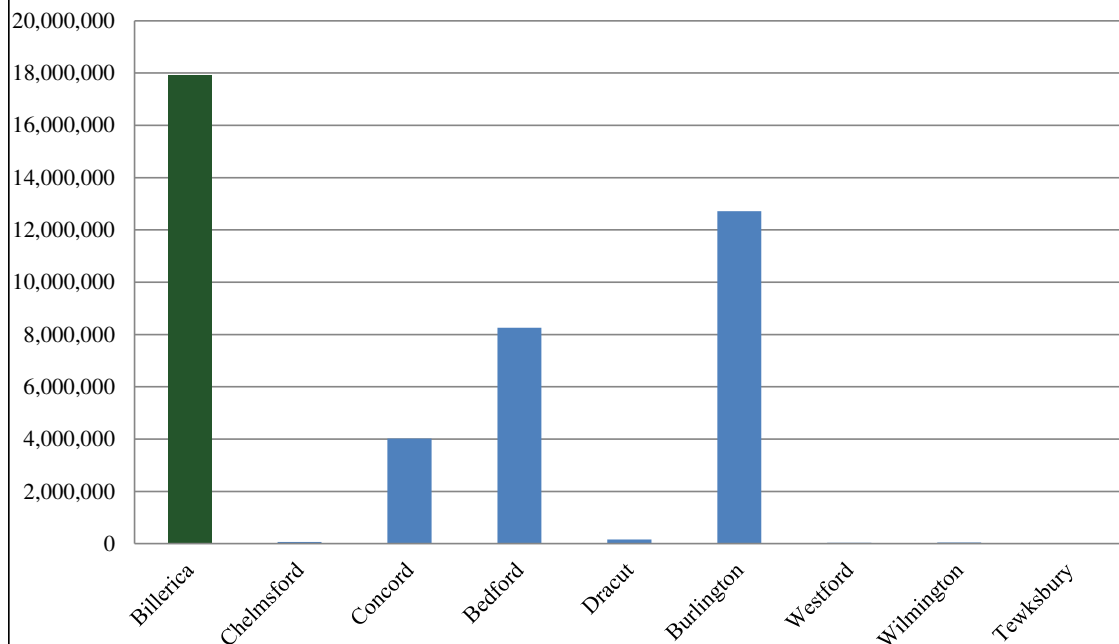
Levy Analysis

Billerica FY2021 Budget Analysis Excess Levy Capacity



Source: Town of Billerica Budget Documents

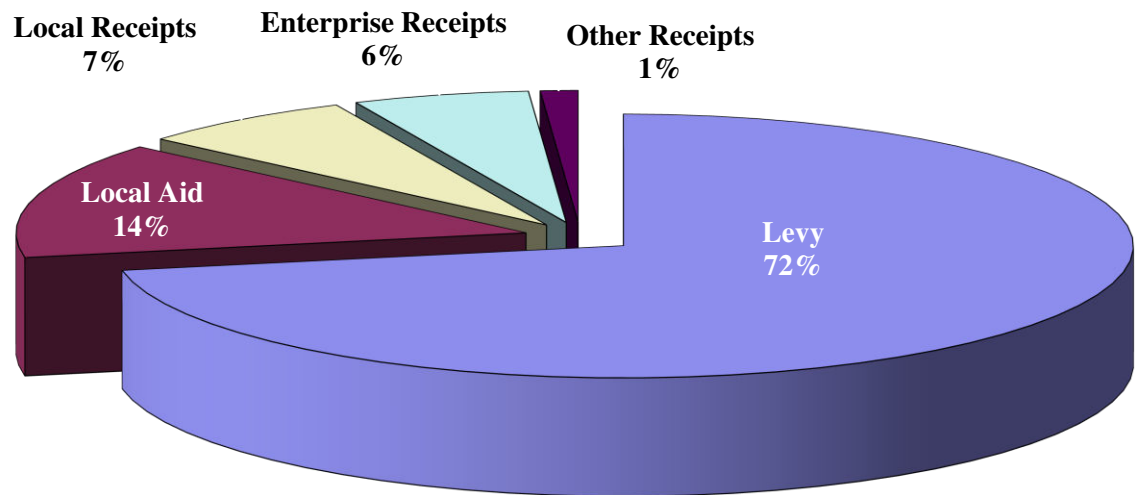
FY2020 Excess Levy Comparison by Community



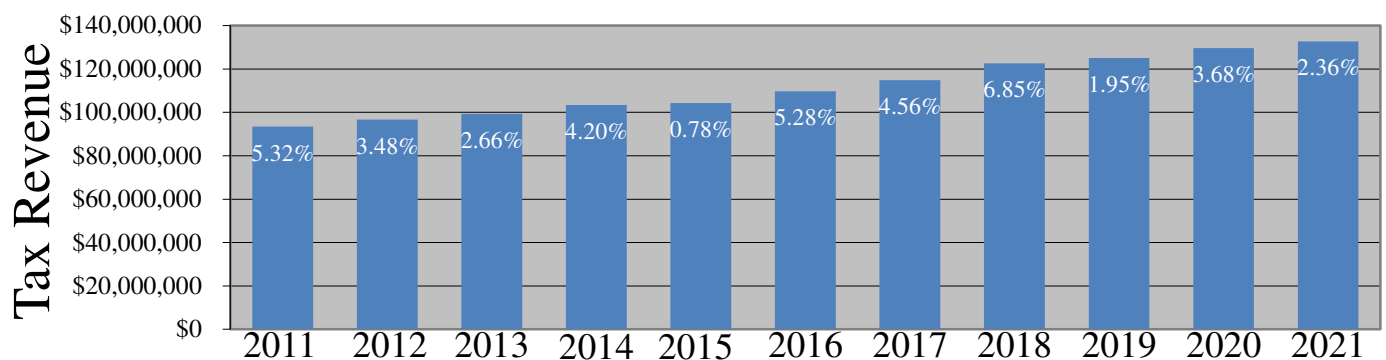
Source: Massachusetts Department of

Revenue Sources and Trends

Billerica FY2021 Budget Analysis Revenue Breakdown

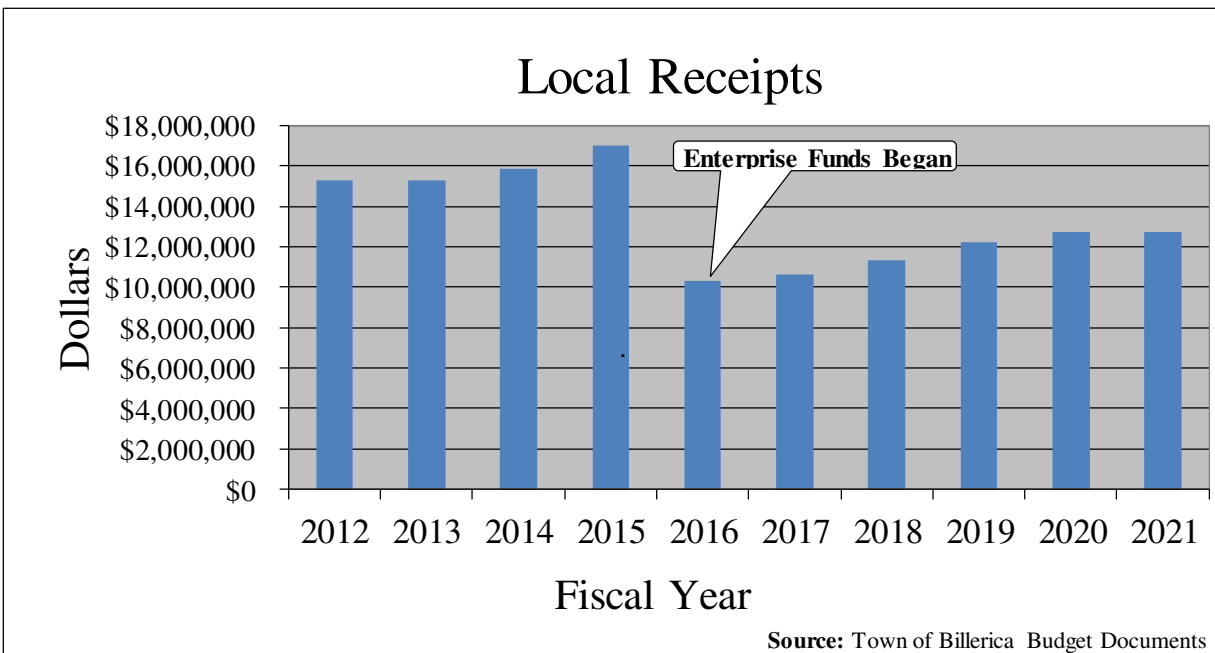
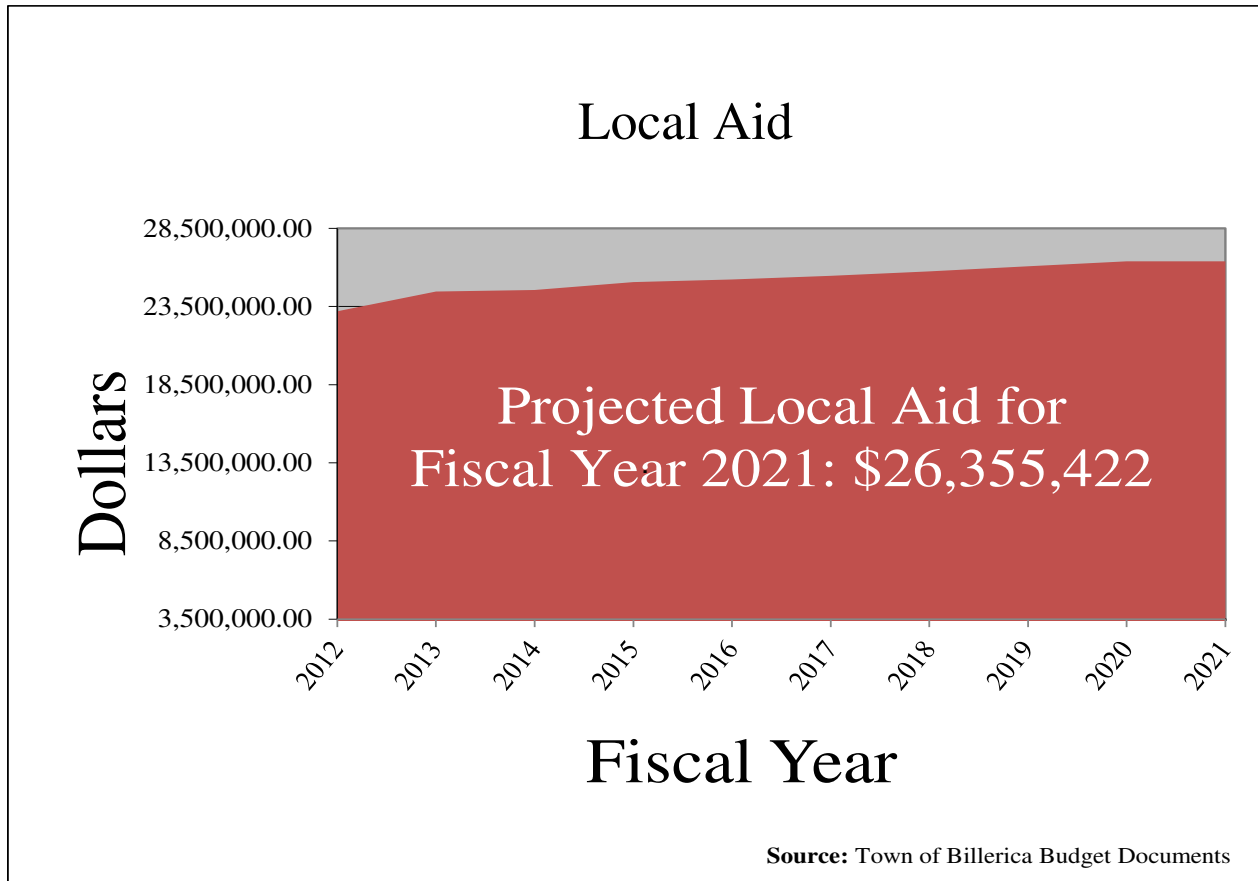


Source: Town of Billerica Budget Documents



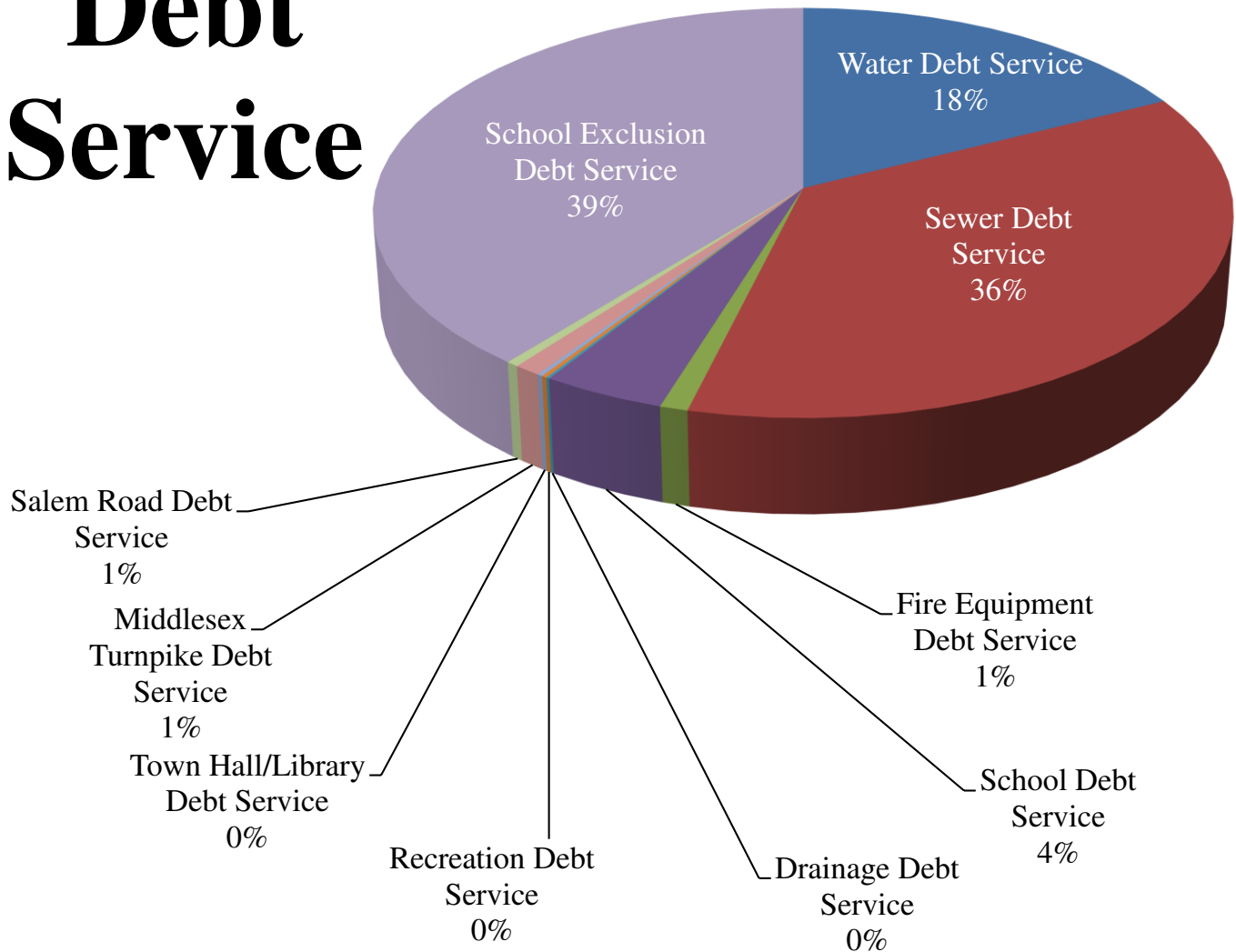
Total Projected FY2021 Tax Revenues: \$132,689,945

Revenue Sources and Trends

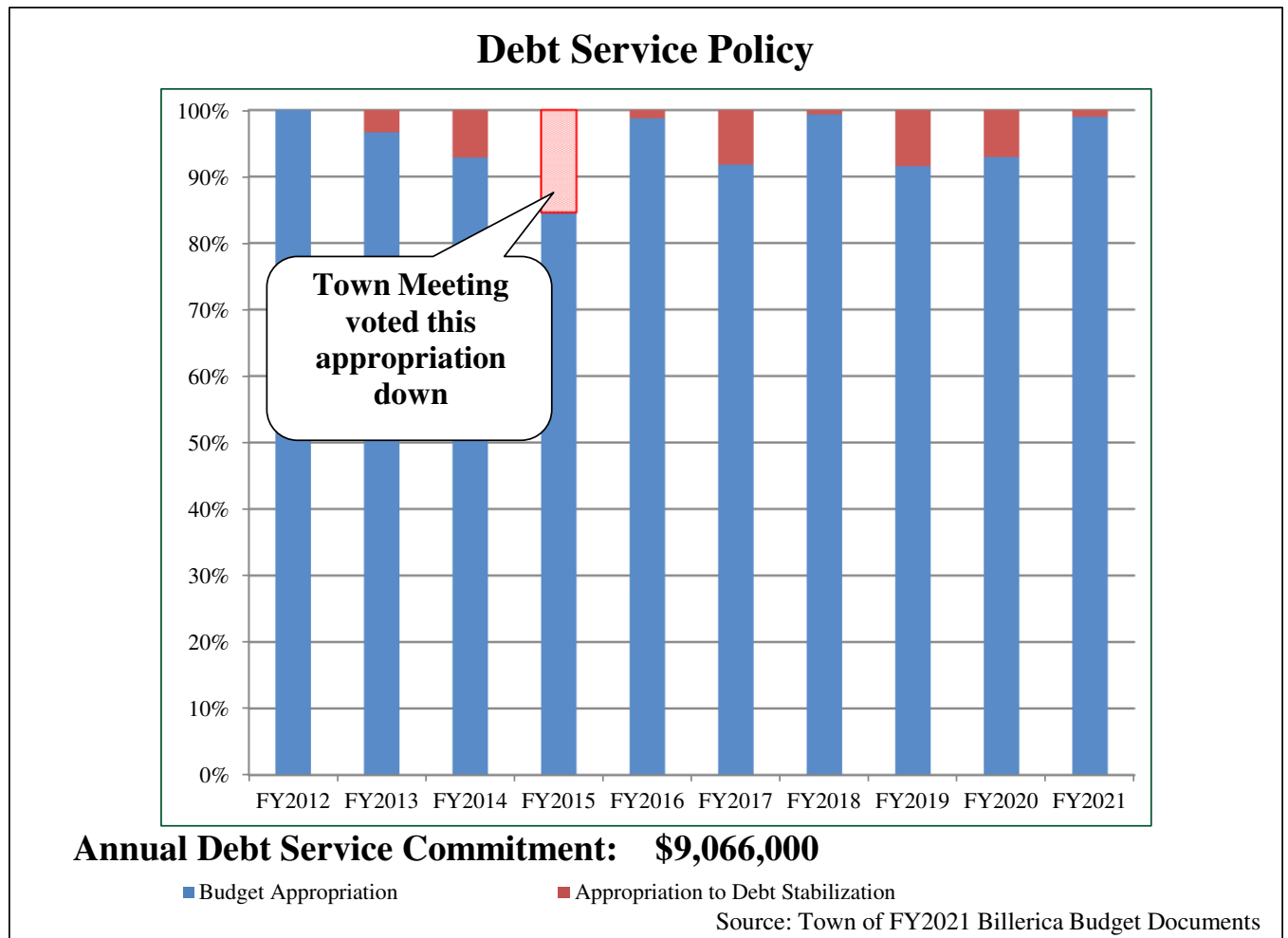


Debt Service

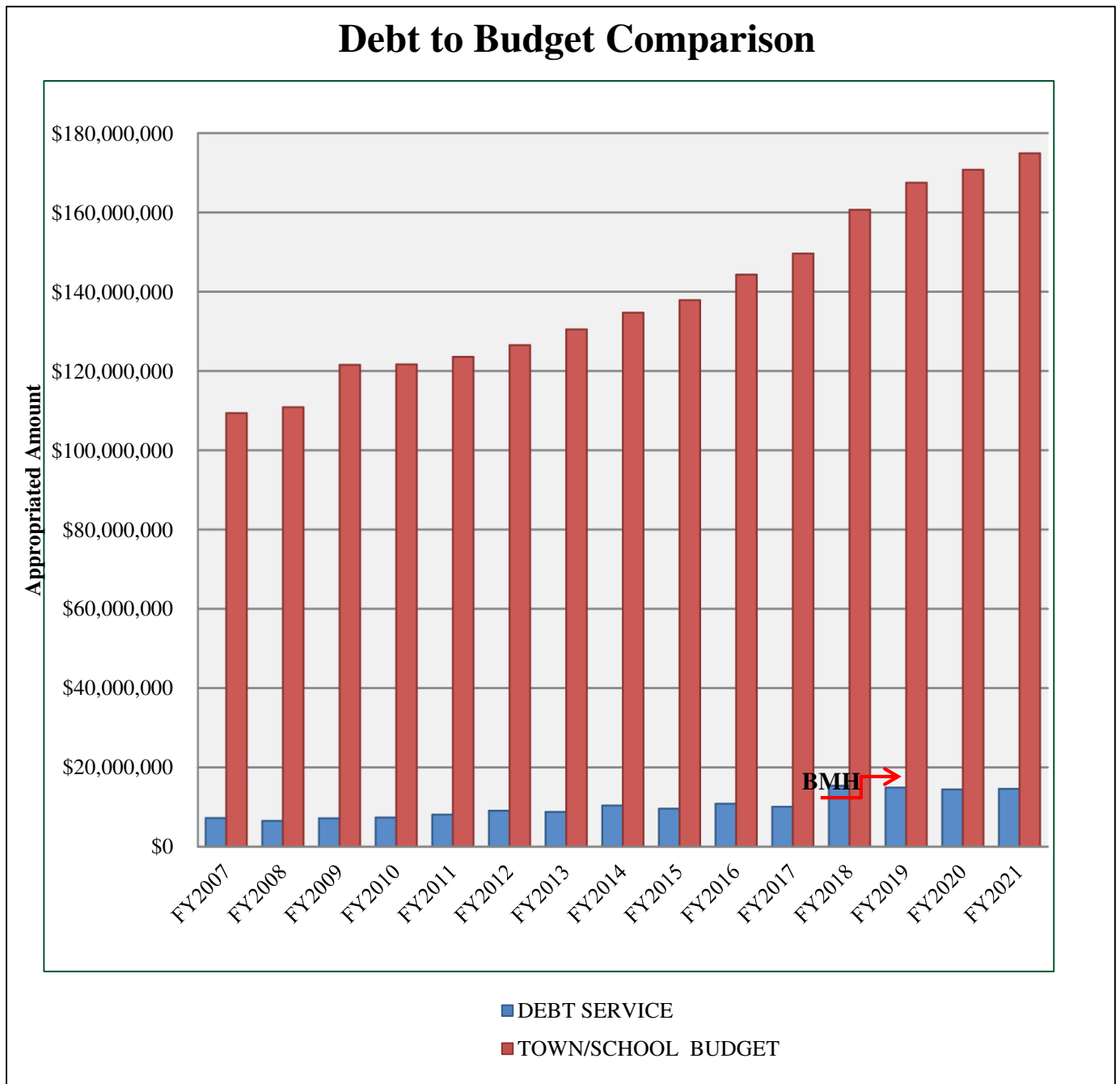
Debt Service



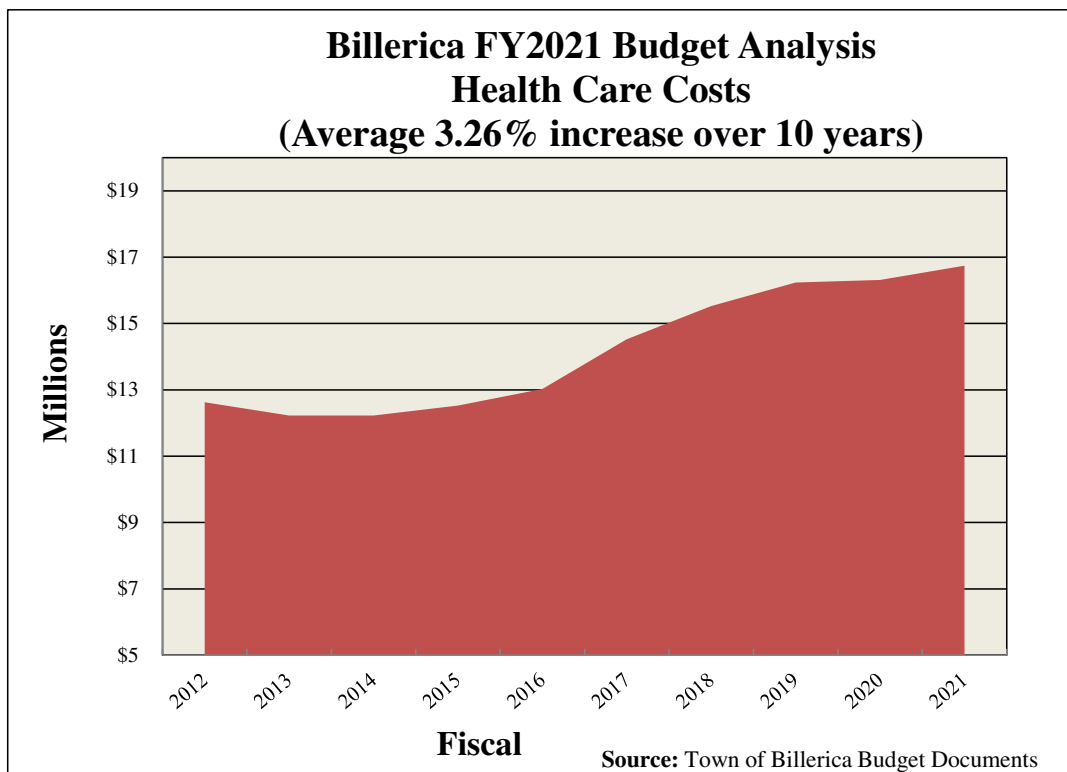
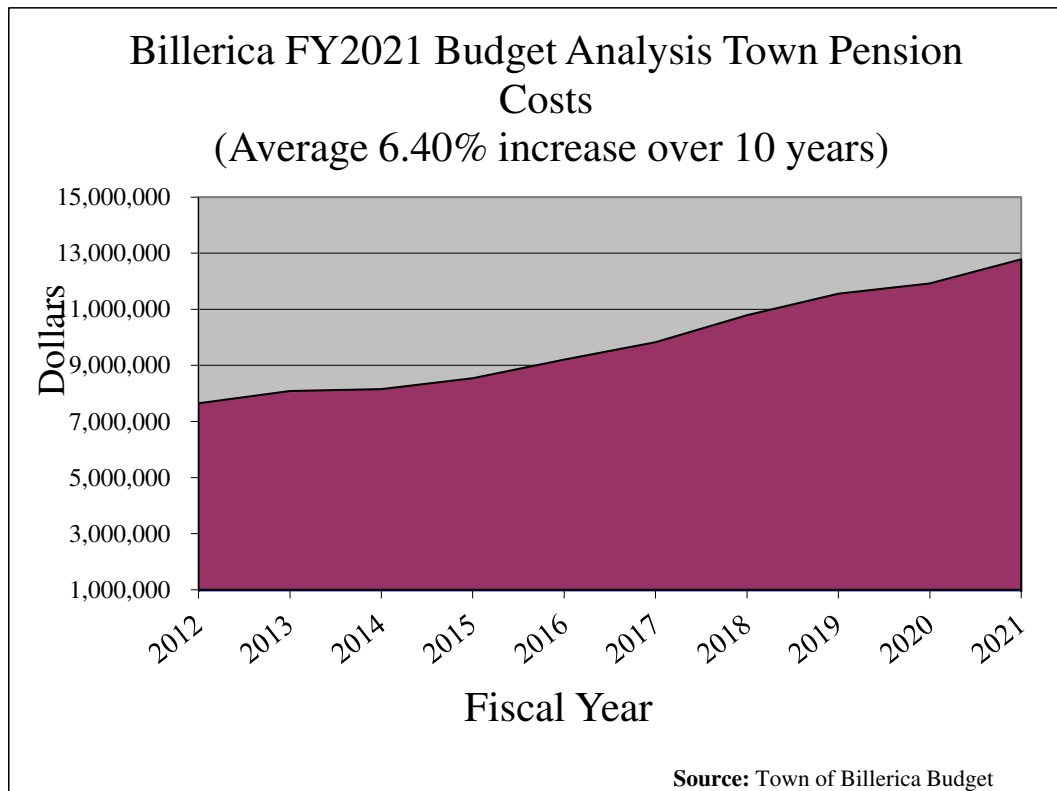
Debt Service



Debt Service

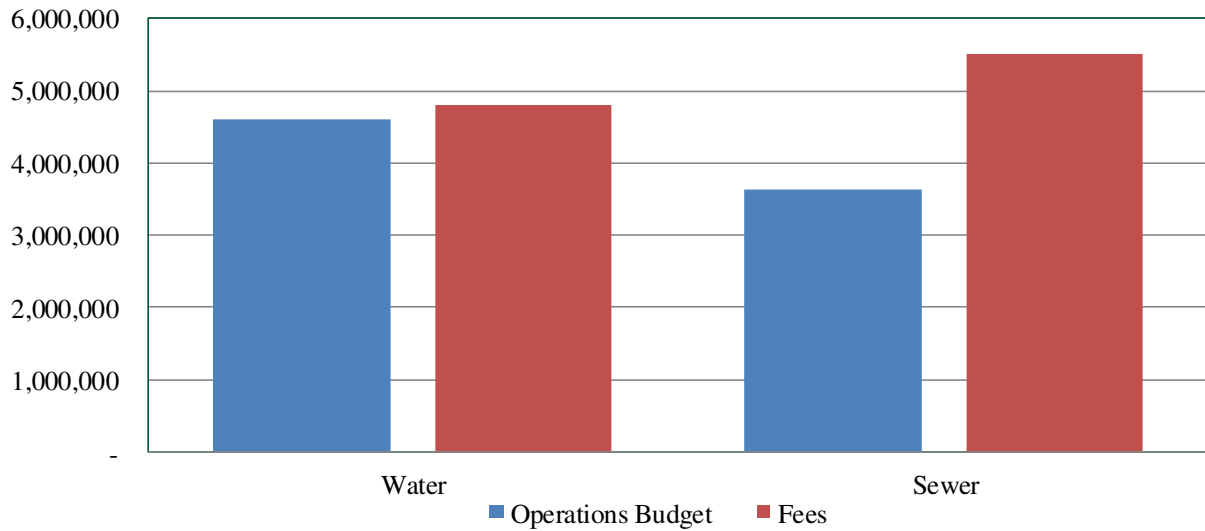


Pension / Health Care



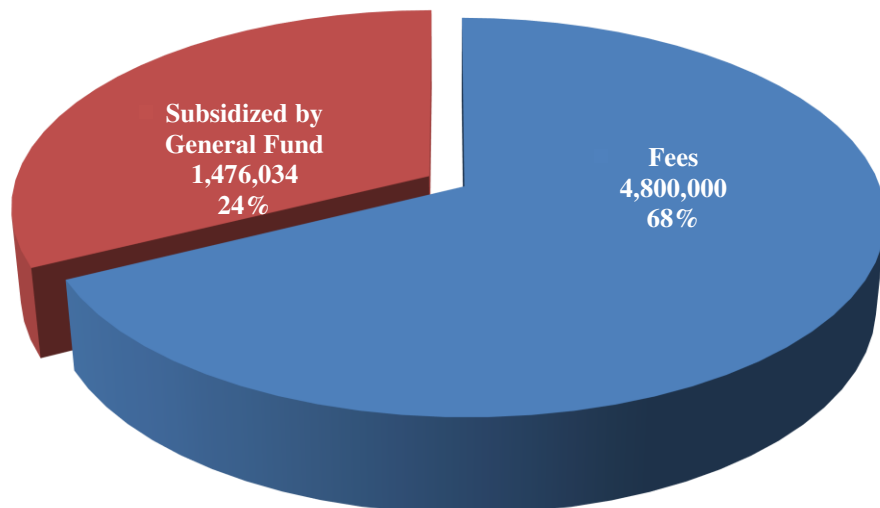
Enterprise Accounts

Enterprise Operations Costs vs. Fees Collected



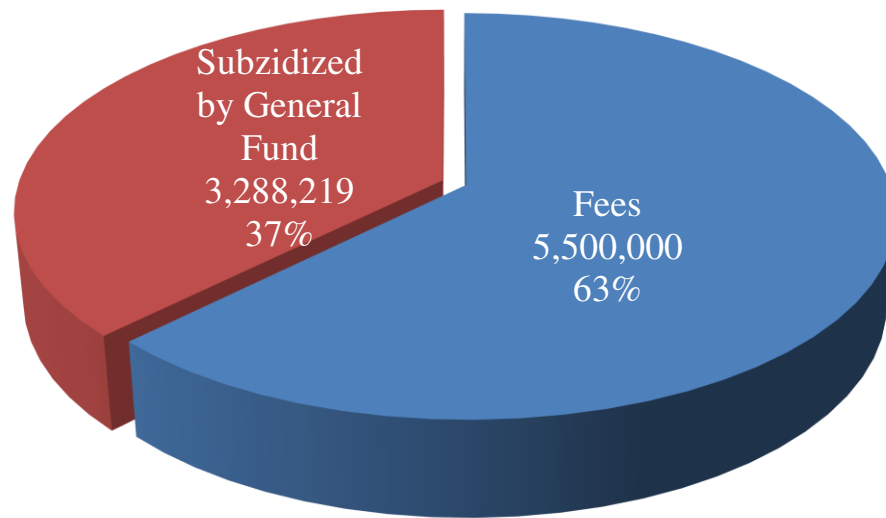
Source: Town of Billerica Budget

Water Enterprise Revenues



Enterprise Accounts

Sewer Enterprise Revenues



Town of Billerica Water and Sewer Budget Analysis Fiscal Year 2021

	Water	Sewer
Operations Budget	4,067,486	3,236,847
Utilities	530,000	400,000
Debt Service	2,498,702	5,151,372
Total Costs	7,096,188	8,788,219
Fees	4,800,000	5,500,000
Subsidized by General Fund	2,296,188	3,288,219
Total Revenues	7,096,188	8,788,219

Five Year Forecast

TOWN OF BILLERICA FIVE YEAR FINANCIAL FORECAST

	Proposed BUDGET FY21	PROJECTED BUDGET FY22	PROJECTED BUDGET FY23	PROJECTED BUDGET FY24	PROJECTED BUDGET FY25	PROJECTED BUDGET FY26
USES OF FUNDING (AMOUNTS TO BE RAISED):						
APPROPRIATIONS:						
GENERAL FUND BUDGET (Includes all TM R&A)	147,235,842.00	151,284,827.66	155,445,160.42	159,719,902.33	164,112,199.64	168,625,285.13
WATER ENTERPRISE	6,566,187.62	6,697,511.37	6,831,461.60	6,968,090.83	7,107,452.65	7,249,601.70
WASTE WATER ENTERPRISE	8,388,219.00	9,455,983.38	9,645,103.05	9,838,005.11	10,034,765.21	10,235,460.51
CPA APPROPRIATION	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00
TOTAL APPROPRIATIONS	163,090,248.62	168,338,322.41	172,821,725.06	177,425,998.27	182,154,417.50	187,010,347.35
OTHER LOCAL EXPENDITURES / DEFICITS:						
TAX TITLE PURPOSES	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
COUNTY RETIREMENT	12,782,396.00	14,175,677.16	15,720,825.97	17,434,396.01	19,334,745.17	21,442,232.39
FINAL JUDGMENTS	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
CHERRY SHEET OFFSETS	52,318.00	52,318.00	52,318.00	52,318.00	52,318.00	52,318.00
SNOW / ICE DEFICIT	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00
OVERLAY RESERVE	2,711,458.00	2,711,458.00	2,711,458.00	2,711,458.00	2,711,458.00	2,711,458.00
TOTAL OTHER LOCAL EXPENDITURES	16,256,172.00	17,649,453.16	19,194,601.97	20,908,172.01	22,808,521.17	24,916,008.39
STATE AND COUNTY CHARGES	5,015,964.00	5,041,043.82	5,066,249.04	5,091,580.28	5,117,038.19	5,142,623.38
TOTAL USES OF FUNDING	184,362,384.62	191,028,819.39	197,082,576.08	203,425,750.56	210,079,976.86	217,068,979.12

SOURCES OF FUNDING:

PROPERTY TAXES 2 1/2 LEVY LIMIT	145,069,641.00	149,465,132.03	153,970,510.33	158,588,523.08	163,321,986.16	168,173,785.81
NEW GROWTH	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00	750,000.00
AMEND FY2012 NEW GROWTH						
TOTAL PROPERTY TAXES	145,819,641.00	150,215,132.03	154,720,510.33	159,338,523.08	164,071,986.16	168,923,785.81
ADD DEBT EXCLUSION TEMPORARY	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00
ADD DEBT EXCLUSION HS PRINCIPAL	1,785,000.00	1,785,000.00	1,785,000.00	1,785,000.00	1,785,000.00	1,785,000.00
ADD DEBT EXCLUSION HS INTEREST	3,266,331.25	3,258,581.25	3,250,831.25	3,243,081.25	3,235,331.25	3,227,581.25
ADD DEBT EXCLUSION PARKER PRINCIPAL	320,000.00	320,000.00	320,000.00	320,000.00	320,000.00	320,000.00
ADD DEBT EXCLUSION PARKER INTEREST	152,762.50	152,762.50	136,762.50	123,962.50	107,962.50	101,562.50
ADD DEBT EXCLUSION HS PRINCIPAL						
ADD DEBT EXCLUSION HS INTEREST						
LESS EXCESS LEVY CAPACITY	-18,689,523.53					
TOTAL PROPERTY TAXES - ADJUSTED	132,744,211.22	155,821,475.78	160,303,104.08	164,900,566.83	169,610,279.91	174,447,929.56

TOWN OF BILLERICA FIVE YEAR FINANCIAL FORECAST

5,614,093.75

	PROJECTED BUDGET FY20	PROJECTED BUDGET FY21	PROJECTED BUDGET FY22	PROJECTED BUDGET FY23	PROJECTED BUDGET FY24	PROJECTED BUDGET FY25
SOURCES OF FUNDING (cont):						
STATE ESTIMATED REVENUES:						
CHAPTER 70 - SCHOOL AID	19,348,854.00	19,348,854.00	19,348,854.00	19,348,854.00	19,348,854.00	19,348,854.00
CHARTER TUITION ASSESSMENT REIMBURSEMENT	109,710.00	109,710.00	109,710.00	109,710.00	109,710.00	109,710.00
LOTTERY	6,183,385.00	6,183,385.00	6,183,385.00	6,183,385.00	6,183,385.00	6,183,385.00
VETERANS' BENEFITS	305,950.00	305,950.00	305,950.00	305,950.00	305,950.00	305,950.00
EXEMPTIONS - VETS, BLIND & SURVIVING SPOUSE	248,042.00	248,042.00	248,042.00	248,042.00	248,042.00	248,042.00
ELDERLY EXEMPTIONS	0.00	0.00	0.00	0.00	0.00	0.00
STATE OWNED LAND	140,493.00	140,493.00	140,493.00	140,493.00	140,493.00	140,493.00
PUBLIC LIBRARIES - OFFSET	52,318.00	52,318.00	52,318.00	52,318.00	52,318.00	52,318.00
TOTAL STATE ESTIMATED REVENUES	26,388,752.00	26,388,752.00	26,388,752.00	26,388,752.00	26,388,752.00	26,388,752.00
LOCAL ESTIMATED REVENUES:						
MOTOR VEHICLE EXCISE	6,500,000.00	6,565,000.00	6,630,650.00	6,696,956.50	6,763,926.07	6,831,565.33
OTHER EXCISES (HOTEL/MOTEL)	1,500,000.00	1,515,000.00	1,530,150.00	1,545,451.50	1,560,906.02	1,576,515.08
PENALTIES & INTEREST	350,000.00	353,500.00	357,035.00	360,605.35	364,211.40	367,853.52
P.I.L.O.T.	50,000.00	50,500.00	51,005.00	51,515.05	52,030.20	52,550.50
FEES	2,500,000.00	2,525,000.00	2,550,250.00	2,575,752.50	2,601,510.03	2,627,525.13
DEPARTMENTAL REVENUE-LIBRARY	7,000.00	7,070.00	7,140.70	7,212.11	7,284.23	7,357.07
DEPARTMENTAL REVENUE-CEMETERY	110,000.00	111,100.00	112,211.00	113,333.11	114,466.44	115,611.11
OTHER DEPARTMENTAL REVENUE	250,000.00	252,500.00	255,025.00	257,575.25	260,151.00	262,752.51
LICENSES & PERMITS	1,000,000.00	1,010,000.00	1,020,100.00	1,030,301.00	1,040,604.01	1,051,010.05
FINES & FORFEITS	125,000.00	126,250.00	127,512.50	128,787.63	130,075.50	131,376.26
INTEREST EARNINGS	225,000.00	227,250.00	229,525.00	231,817.73	234,135.90	236,477.26
MISC. STATE AND OTHER REVENUE	125,000.00	126,250.00	127,512.50	128,787.63	130,075.50	131,376.26
NON RECURRING REVENUE						
TOTAL LOCAL ESTIMATED REVENUES	12,742,000.00	12,869,420.00	12,998,114.20	13,128,095.34	13,259,376.30	13,391,970.06
ENTERPRISE REVENUE						
CHARGES FOR SERVICES - WATER	4,800,000.00	4,944,000.00	5,092,320.00	5,245,089.60	5,402,442.29	5,564,515.56
CHARGES FOR SERVICES - SEWER	5,500,000.00	5,610,000.00	5,722,200.00	5,836,644.00	5,953,376.88	6,072,444.42
TOTAL ENTERPRISE REVENUE	10,300,000.00	10,554,000.00	10,814,520.00	11,081,733.60	11,355,819.17	11,636,959.97
OTHER AVAILABLE FUNDS:						
CPA REVENUE	900,000.00	1,000,000.00	1,000,000.00	1,100,000.00	1,100,000.00	1,100,000.00
DEBT STABILIZATION	1,160,000.00	1,125,000.00	1,100,000.00	1,060,000.00	1,035,000.00	1,010,000.00
WATER ENTERPRISE RETAINED EARNINGS		500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
WASTEWATER ENTERPRISE RETAINED EARNINGS		389,429.39	389,429.39	389,429.39	389,429.39	389,429.39
RINK REVOLVING FUND	127,422.00	127,422.00	127,422.00	127,422.00	127,422.00	127,422.00
MISC. REVENUE FUNDS	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
TOTAL OTHER AVAILABLE FUNDS	2,187,422.00	3,581,280.78	3,166,851.39	3,226,851.39	3,201,851.39	3,176,851.39
TOTAL SOURCES OF FUNDING	184,362,385.22	209,214,928.56	213,671,341.67	218,725,999.17	223,816,078.76	229,042,462.99
PROJECTED SURPLUS (DEFICIT)	0.60	18,186,109.16	16,588,765.59	15,300,248.61	13,736,101.91	11,973,483.87

Budget Changes

FY2021 Budget Changes Summary

Major or Notable Budget Changes

Department	Reason	Change
123 - Town Manager	Increases due to contractual obligations and addition of Facilities Manager	\$ 78,265
162 - Elections Department	This department increased from two to three elections in FY2021.	45,364
175 - Planning Board	Zoning Audit and Salary Changes	17,886
192 - Town Hall	Full appropriation for Valley Collaborative, custodial changes, postage, abandoned buildings and transfer of electricity bills.	(113,220)
910 - Town Systemwide	All Electric Bills Moved to this Department including Water and Sewer	1,259,140
220 - Fire Department	COLA of 2.30%	200,352
241 - Building Department	Board of Appeals Employee and tablets for department inspectors	66,039
510 - Board of Health	Part Time Mental Health Employee (Social Worker/Case Worker)	42,362
422 - Highway Department	An HMEO was added for road side brush clearing, Money for potholes and snow equipment repair	97,833
630 - Recreation Department	Full Time Program Coordinator	4,123
433 - Solid Waste	Fuel Costs and Recycling Program	272,856
Total Town Major Changes		\$ 1,892,735

Minor/Contractual Changes

Department	Change
Town Minor/Contractual Changes	\$ 286,273
Total Town Changes	\$ 2,179,008

Education Changes

Education	\$ 2,094,795
Shawsheen	(449,281)
Total Education Changes	\$ 1,645,514

Town/School Shared Cost Changes

	Change
Liability Insurance	56,000
Health Care	\$ 430,312
Debt	(860,560)
Medicare	-
Retirement	860,880
OPEB	198,375
Total Town/School Shared Cost Changes	\$ 685,007
Total Budget Changes	\$ 4,509,529

Budget Changes

Town Manager' Budget

This Budget includes a \$5,000 increase for initiation costs for the Middlesex 3 Transportation Management Association (TMA). This will fund the expansion of a shuttle service for business and residential commuters from Alewife to Middlesex Turnpike. This is an integral component of Economic Development goals for the Town. This increase was offset by reductions in unfunded pensions and printing cost savings for Town Meeting.

Additionally, this budget includes the elimination of a Building Maintenance Craftsmen Position and the inclusion of a Facilities Director Position. This change will increase this budget by \$24,349.00. The Remaining \$54,000 increase was as a result of COLA adjustments for the staff in this department which brings the total change for this department to \$78,265.

Elections Department

There will be three elections in this fiscal year; a Massachusetts Primary, Presidential and the Town Election. This will increase this budget by \$45,364.

Planning Board

This budget was increased by \$30,000 to pay for a Zoning Audit. This is one of the Town Managers goals established by the Board of Selectmen. The salary line item decreased due to the position being replaced. This resulted in an overall net increase in this budget of \$17,886.00.

Board of Appeals

This budget has been eliminated and the position was changed to a Head Administrative Clerk and moved into the Building Department. This was part of the Permit Alley reorganization project precipitated by the goals of the Board of Selectmen.

Town Hall

The appropriation for this budget has changed due to several factors. The three laborers positions were replaced with one full time laborers position and one part time laborers position. This was done to better meet the facilities needs within town buildings and recognizing the difficulty of finding qualified part time custodial staff. This resulted in an \$18,680 increase to the personnel line item. The Valley Collaborative line item was increased by \$20,000 because it was funded in last year's budget for half the year. This is the cost to pay the Valley Collaborative Students for working the Town Hall Mail Room. Postage was also increased by \$25,000 due historic spending trends on postage. The abandoned buildings line item was decreased by \$26,500 to reflect that the Vining, the Ditson and the Howe will no longer be in this category.

The utilities in this department were decreased by (\$150,400) reflecting the transfer of all electrical accounts to the Town Systemwide Department. This amounted to a total change in this department of (\$113,220).

Town Systemwide

	Department	Town Mgr.	Fin Com
Town Hall	\$119,000.00	\$119,000.00	\$119,000.00
Streetlights	60,000.00	60,000.00	60,000.00
Fire Depart	40,500.00	40,500.00	40,500.00
Animal Control	1,500.00	1,500.00	1,500.00
Highway	16,150.00	16,150.00	16,150.00
Cemetery	-	-	-
C.O.A.	15,690.00	15,690.00	15,690.00
Library	51,800.00	51,800.00	51,800.00
Recreation	7,000.00	7,000.00	7,000.00
Parks	5,000.00	5,000.00	5,000.00
Water Enterprise	530,000.00	530,000.00	530,000.00
Sewer Enterprise	400,000.00	400,000.00	400,000.00
	\$ 1,246,640	\$ 1,246,640	\$ 1,246,640

Table 1

The department line item is increased by \$1,259,140 in total. The majority of this increase is caused by moving all electrical utilities into this centralized account. The total impact of this reclassification is \$1,246,640. The detail is itemized in table one. This is done because all of our electric bills are being paid through solar credits the town receives as result of using clean energy sources. It is easier to audit and process these bills if they are centralized. Each of these

departments was decreased by these amounts. In addition the retirement line was increased \$65,000 by to reflect post-employment payouts for retiring employees. The Streetlight account was decreased by (\$62,500) to reflect early savings in the purchase of streetlights and the fuel line item was increased by \$10,000 to projected future costs.

Fire Department

The Fire Department Budget increased by \$200,352 primarily due to a Cost of Living Adjustment (COLA) for the IAFF Union Settlement. This was a 2.30% increase.

Building Department

This department increased by \$66,039. The biggest contributor to this increase was moving the Board of Appeals position into this office - this accounted for \$52, 831.69. The Building Commissioner added \$5,200 for tablet technology for the department and the inspectors. The remainder is accounted for through COLAs.

Board of Health

This department has added a part time Community Health Coordinator in the amount of \$27,295.81. This position is being added to address the growing need for assistance in the area of mental health across town departments. Council on Aging, Public Safety and Veterans are

just a few of the departments being affected. This position will help direct people to needed services should mental health issues arise. The remaining increase is due to COLAs for a total increase to this department of \$42,362.

Highway Department

One HMEO was added to help maintain roadsides throughout town. This involves clearing brush with a cutting machine along roadways throughout Town. Currently this is done by the Parks and Trees Department when time allows. This appropriation is \$52,326.36. An additional \$40,000 was added to fix potholes and repair snow equipment.

Solid Waste

This budget increased by \$272,856. The increase was due to an increase in the contractual fuel index, increased recycling costs and code red costs have been added to this budget.

Recreation Department

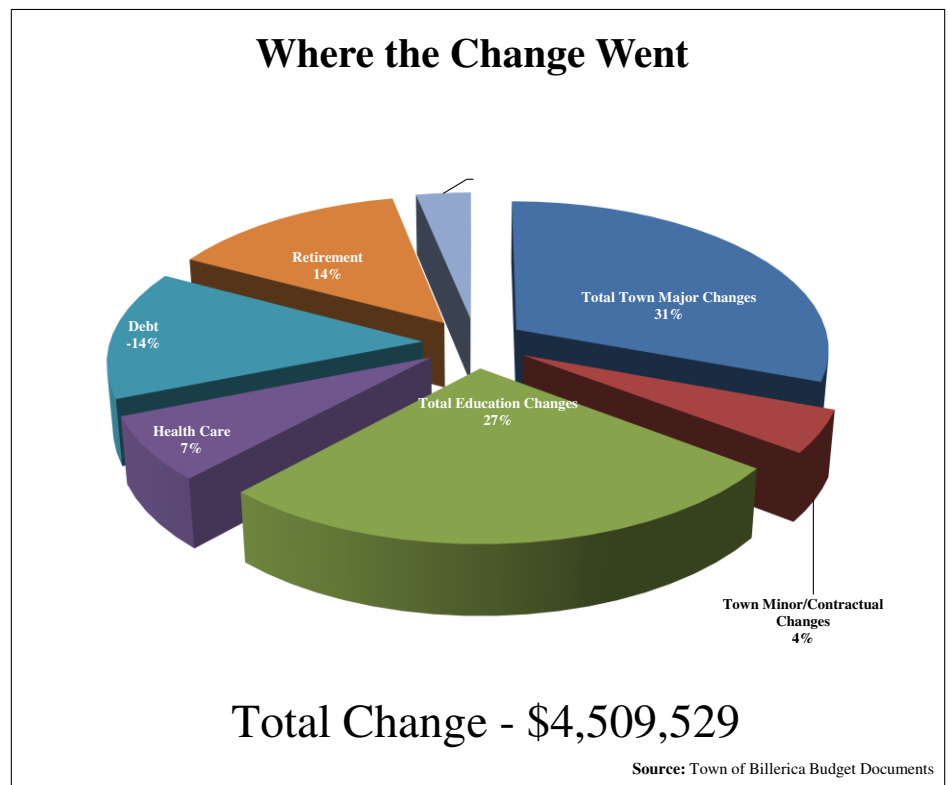
The Program Coordinator was moved from part time to full time to reflect the increased programming and receipts from those programs. This had an \$18,335 impact on the budget. Overall, this budget went up by \$4,123 due to reduction in utilities and other line items.

Education Changes

The School Budget increased by 3.21% largely due to contractual obligations. The Shawsheen assessment decreased due to decreased enrollment. The total education budget increased by \$1,645,514.

Town School Shared Costs

Liability Insurance was increased by \$56,000 primarily because of the addition of the new high school. Health Care Costs went up by \$430,312. This amount reflects recommendations from Blue Cross Blue Shield and claims history of the Town. Debt Service appears to go down by \$860,560. However this is



deceiving since Enterprise Debt increased by \$659,509 and short term borrowing went down by over \$150,000. The Pension fund contribution went up according to the payment schedule, \$860,880.00 and the OPEB contribution went up per the policy contribution of 15% or \$198,375.00.

Reserve Balances as of April 30, 2020

Free Cash	\$ 0
Free Cash (Water Enterprise)	\$ 1,605,093
Free Cash (Sewer Enterprise)	\$ 1,980,531
Stabilization (town)	\$ 4,931,930
Stabilization (school)	\$ 773,902
Stabilization (debt)	\$ 19,926,903
Land Fund	\$ 567,117
Sale of Lots	\$ 124,377
Sewer Expansion	\$ 2,019,325
Inflow & Infiltration	\$ 361,134
Water Conservation	\$ 43,665
OPEB Trust	\$ 4,710,288

Municipal Funded Positions			
Department	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
122 - Board of Selectmen	1 Full-time, 5 Selectmen	1 Full-time, 5 Selectmen	1 Full-time, 5 Selectmen
123 - Town Manager	6 Full-time, 2 Part-time	6 Full-time, 5 Part-time	6 Full-time, 2 Part-time
125 - Systems Admin.	1 Full-time	1 Full-time	1 Full-time
131 - Finance Committee	1 Part-time	1 Part-time	1 Part-time
135 - Town Accountant	3 Full-time	3 Full-time	3 Full-time
141 - Assessor	7 Full-time	7 Full-time	7 Full-time
145 - Treasurer/Collector	8 Full-time, 3 Part-time	8 Full-time, 3 Part-time	8 Full-time, 3 Part-time
161 - Town Clerk	4 Full-time	4 Full-time	4 Full-time
162 - Election Department	113 Temp	113 Temp	113 Temp
163 - Board of Registrars	1 Full-time	1 Full-time	1 Full-time
171 - Conservation Commission	3 Full-time	3 Full-time	3 Full-time
175 - Planning Board	2 Full-time	2 Full-time	2 Full-time
176 - Board of Appeals	1 Full-time	1 Full-time	0 Full-time
210 - Police Department	80 Full-time	80 Full-time	80 Full-time
220 - Fire Department	82 Full-time, 2 Part-time	82 Full-time, 2 Part-time	82 Full-time, 2 Part-time
231 - Ambulance	16 Full-time, 4 Part-time	16 Full-time, 4 Part-time	17 Full-time, 4 Part-time
241 - Building Department	7 Full-time	7 Full-time	8 Full-time
291 - Emergency Management	1 Part-time	1 Part-time	1 Part-time
292 - Animal Control	2 Full-time, 1 Part-time	2 Full-time, 1 Part-time	2 Full-time, 1 Part-time
510 - Board of Health	4 Full-time, 1 Part-time	4 Full-time, 1 Part-time	4 Full-time, 1 Part-time
410 - Engineering	7 Full-time	7 Full-time	7 Full-time
421 - Public Works Administration	11 Full-time, 1 Part-time, 21 Temp	11 Full-time, 1 Part-time, 21 Temp	11 Full-time, 1 Part-time, 21 Temp
422 - Highway Department	17 Full-time	17 Full-time	17 Full-time
441 - Sewer Department	21 Full-time	21 Full-time	21 Full-time
450 - Water Division	21 Full-time, 1 Part-time	21 Full-time, 1 Part-time	21 Full-time, 1 Part-time
491 - Cemetery Parks/Trees	8 Full-time	8 Full-time	8 Full-time
491 - Parks/Trees	8 Full-time	8 Full-time	8 Full-time
491 - Cemetery	4 Full-time	4 Full-time	4 Full-time
610 - Public Library	10 Full-time, 12 Part-time	10 Full-time, 12 Part-time	10 Full-time, 12 Part-time
630 - Recreation Department	5 Full-time	5 Full-time	5 Full-time
543 - Veterans Services	2 Full-time	2 Full-time	2 Full-time
541 - Council on Aging	4 Full-time, 2 Part-time	4 Full-time, 2 Part-time	4 Full-time, 2 Part-time

Appendix B

Articles

Articles: 4,5,6, and 7 Collective Bargaining

Collective Bargaining Goal

COLA Analysis Billerica Collective Bargaining Goals FY2021-FY2023

	CPI January 2020
COLA	2.30%
CPI	2.30%
Difference	0.00%



Source: Bureau of Labor Statistics

Article 4 IUPE Clerical Unit CBA Term: 2021-2023 COLA: Year 1 - 2.3, Year 2 - 2.1, Year 3 - 2.1

Other Terms:

5 Position changes based on Town initiated classification study.

- COA Senior Clerk to Head Clerk
- C/A Program Coordinator - Head Clerk Pay
- Tax Collector Office Senior Clerk to Principal
- Rec. Department Senior Clerk to Principal
- COA Volunteer Coordinator: Principal Pay

Conservation Clerk added to compensation clause for covering board meetings.
Increased probationary period by 90 days.

Article 5
Firefighters Contract
Term: 2021-2023
COLA: Year 1 - 2.3, Year 2 - 2.1, Year 3 - 2.1

Other Terms:

- Increased detail rate from \$43 to \$59.13.
- Educational Incentives increased accordingly: Associates increases by \$500 annually, Bachelors increased by \$700 annually and Masters increased by \$1,000 annually.
- Added requirement that \$60 stipend per credit would expire if employee discontinues pursuit of higher education for more than four years

Article 6
SEIU Administrators Unit CBA
Term: 2021-2023
COLA: Year 1 - 2.3, Year 2 - 2.1, Year 3 - 2.1

Other Terms:

8 Position changes based on Town initiated classification study.

Planning Director	Public Health Nurse
COA Director	Supt. of Highway
Director of Recreation	Inspector of Buildings
Health Agent	Head Treatment Plant Operator

- Added junior civil engineers to SEIU.
- Elimination of flex time language.
- Increased probationary period by 60 days.
- Language cleanup for mileage reimbursement.

Article 7
Firefighters Alarm Operators Contract
Term: 2021-2023
COLA: Year 1 - 2.3, Year 2 - 2.1, Year 3 - 2.1

UNION CONTRACT HIGHLIGHTS

2021-2022 Three Year Contracts

	IUPE	IAFF Fire Fighters	SEIU Administrators	IAFF Fire Alarm Operators
Source	Coll. Barg. Art. 4	Coll. Barg. Art. 5	Coll. Barg. Art. 6	Coll. Barg. Art. 7
FY2020	2.3%	2.3%	2.3%	2.3%
SSI Increase	2.1%	2.1%	2.1%	2.1%
January CPI	2.1%	2.1%	2.1%	2.1%
Three-Year Term	FY2021-FY2023	FY2021-FY2023	FY2021-FY2023	FY2021-FY2023
Position Changes	5 Position changes based on Town initiated classification study.	None	7 Position changes based on Town initiated classification study.	
Other	Conservation Clerk added to compensation clause for covering board meetings. Increased probationary period by 90 days.	Increase in detail rate from \$43 per hour to \$59.13 per hour. Educational Incentives were increased between 500 and \$1,000 annually depending on level of degree for first time in over 10 years.	Added junior civil engineers to SEIU. Elimination of flex time language. Increased probationary period by 60 days. Language cleanup for mileage reimbursement.	Vacation conversion to personal time Language.
FY2021	\$ 41,000	\$ 157,000	\$ 60,000	\$ 6,000
FY2022	\$ 38,000	\$ 147,000	\$ 56,000	\$ 6,000
FY2023	\$ 38,500	\$ 150,000	\$ 57,000	\$ 6,000
Total Cost	\$ 117,500	\$ 454,000	\$ 173,000	\$ 18,000

Articles: 18 Fund Sidewalk Construction on Nashua Road

Nashua Road (Treble Cove Rd to Hawk's Ridge) Sidewalk Cost					
				PJAlbert Prices	
ITEM #	QTY.	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
103			Tree		
120	333	CY	Earth Excavation	\$ 40.00	\$ 13,320.00
151	314	CY	Gravel Borrow	\$ 20.00	\$ 6,280.00
504	3,400	LF	Granite Curb	\$ 38.00	\$ 129,200.00
701	1,889	SY	Cement Concrete Sidewalk	\$ 50.00	\$ 94,444.44
701.2	122	SY	Cement Concrete Handicapped ramp	\$ 80.00	\$ 9,760.00
					\$ 233,404.44

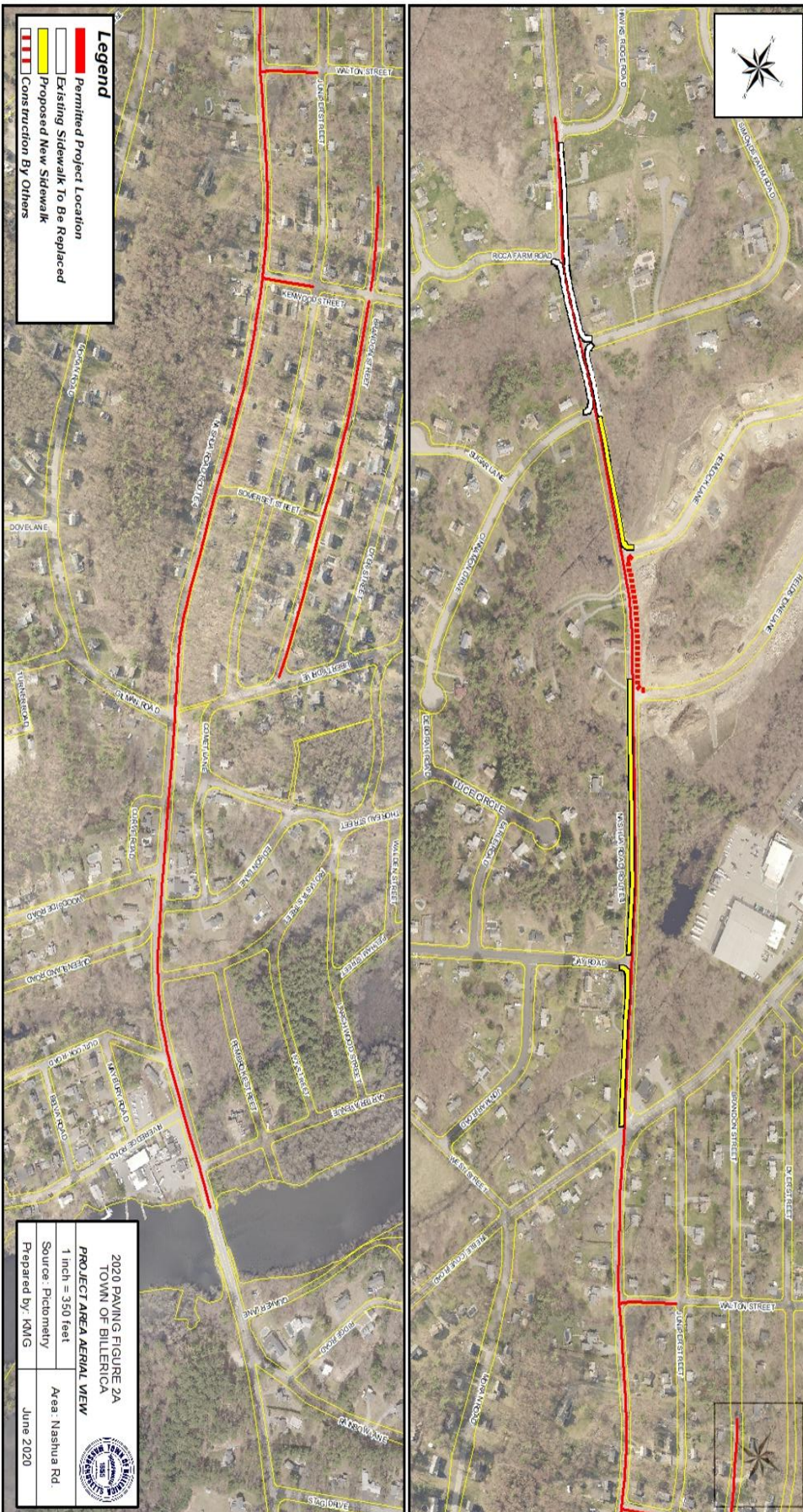
Police Details (10%) \$ 23,340.44

Total \$ 256,744.89

Nashua Road Length 8,470' / Width 25'

From: Riveredge Rd to before Treble Cove Intersection L= 4,650'

To: Passing Treble Cove Rd Intersection to Hawks Ridge Road L= 3,820'



DPW Articles:19, 20, 21, and 26

Article 19

Boston Road Water Main Improvements



Project Details

- Proposed Water Main

Diameter (inches)	Approximate Length (linear feet)
12	1,600
10	25
8	450
6	25
Total	2,100

- Benefits of Water Main Improvements

- More reliable water service
- Improved fire protection
- Lessened impact of water main breaks (increased looping in system)

Bid Results

Contractor	Bid Price
Cedrone Corp.	\$385,367.57
P.V. Construction Corp.	\$553,865.20
Joseph P. Cardillo & Son, Inc.	\$611,455.10
CJP and Sons Construction Co., Inc.	\$669,361.50
Tim Zanelli Excavating, LLC	\$692,824.45

Funding Request

Total Funding Needed

- Bid Price \$385,367.57
- Police Detail \$80,000
- Const. Management \$40,000.00
- Contingency \$95,000.00
- **Total Funding Requested \$ 595,367.57**

Article 20

- (S1) is 2008 Pick Up with 115,000 miles.
- Mechanical problems & Frame corrosion makes it unsafe
- Critical truck for fueling Pump Stations Generators during power outage and other miscellaneous pump stations maintenance .

\$65,000

Frame corrosion under vehicle



Article 21

Replacement of Air Blower
\$445,000 PE Fund

- 1989 Roots Blowers that had been out of service for few year



Article 21

Replacement of Air Blower

- 2012 Two HSI blowers in operation with 34,000 hours and another with 37,000 hours
- One Blower is experiencing many problems that is requiring continuance maintenance and no longer supported by the manufacturer for parts.
- Atlas Copco bought HSI few years ago



Article 21

Replacement of Air Blower

This article funds removal of one old 2010 blower and the installation of one new Turbo blower. This blower is one of two blowers currently in operation and continues to experience mechanical problems. Parts are no longer available as the manufacturer was bought by a competitor. This blower needs to be replaced in order to prevent failures at the Sewer Treatment Plant.



Article 26 Wastewater Treatment Plant Improvements



Wastewater Treatment Plant Improvements

Total Appropriation approved (Article 27 STM 2019) \$ 9,005,000.00

- Sodium Hypochlorite and Sodium Bisulfite Tank Replacement
 - Beyond their Useful Life
- Permanent Town Water Connection to Plant Water Pumps
 - Required for Emergency Backup
- Post-Aeration System Drain System
 - For Magnetite Recovery and Re-Use and Cleaning Purposes
- New Emergency Generator for Entire Plant
 - Existing Generator Beyond Useful Life and Services Primary Treatment, Disinfection, Lighting and Heating
 - Additional Capacity Required for All Plant Processes
 - Plant-Wide Generator Regulatory Requirement
- Building Upgrades and Improvements
 - Administration Building
 - Office, Laboratory and Lavatory Surface Improvements
 - Operations Building Upgrade
 - Remove and Replace Existing Operations Building with Two Story Building
 - Includes Locker Rooms, Break Room, Offices, Training Room, and Existing Plant Water Pumps
 - Tertiary MCC Room HVAC Improvements
 - Correct Corrosive Environment causing VFDs to Fail
 - Compost Building
 - Replace Missing Overhead and Man Doors to Secure the Building

Original Bid vs Rebid Results

Bid Results (11/20/19)	Spring 2019 Appropriation	Bid Result	Construction Admin & Contingency	Additional Funding Needed
Methuen Construction	\$ 9,005,000.00	\$ 9,698,434.00	\$1,650,081.70	(\$ 2,343,515.70)
Waterline Industries Corp.	\$ 9,005,000.00	\$ 10,103,677.00	\$ 1,6703,43.85	(\$ 2,769,020.85)
Wes Construction Corp.	\$ 9,005,000.00	\$ 12,080,551.00	\$ 1,769,187.00	(\$ 4,844,738.55)

Re-Bid Results (4/22/20)	Spring 2019 Appropriation	Bid Result	Construction Admin & Contingency	Additional Funding Needed
Methuen Construction	\$ 9,005,000.00	\$ 9,709,973.00	\$ 1,650,658.00	(\$ 2,355,631.65)
Waterline Industries Corp.	\$ 9,005,000.00	\$ 10,615,604.00	\$ 1,695,940.00	(\$ 3,306,544.20)
Wes Construction Corp.	\$ 9,005,000.00	\$ 10,617,869.00	\$ 1,696,053.45	(\$ 3,308,922.45)

Article 22 – Fund Additions and Remodeling of Howe School



1

3D Perspective Rendering From Southwest
SCALE: 1/2" = 1'-0"

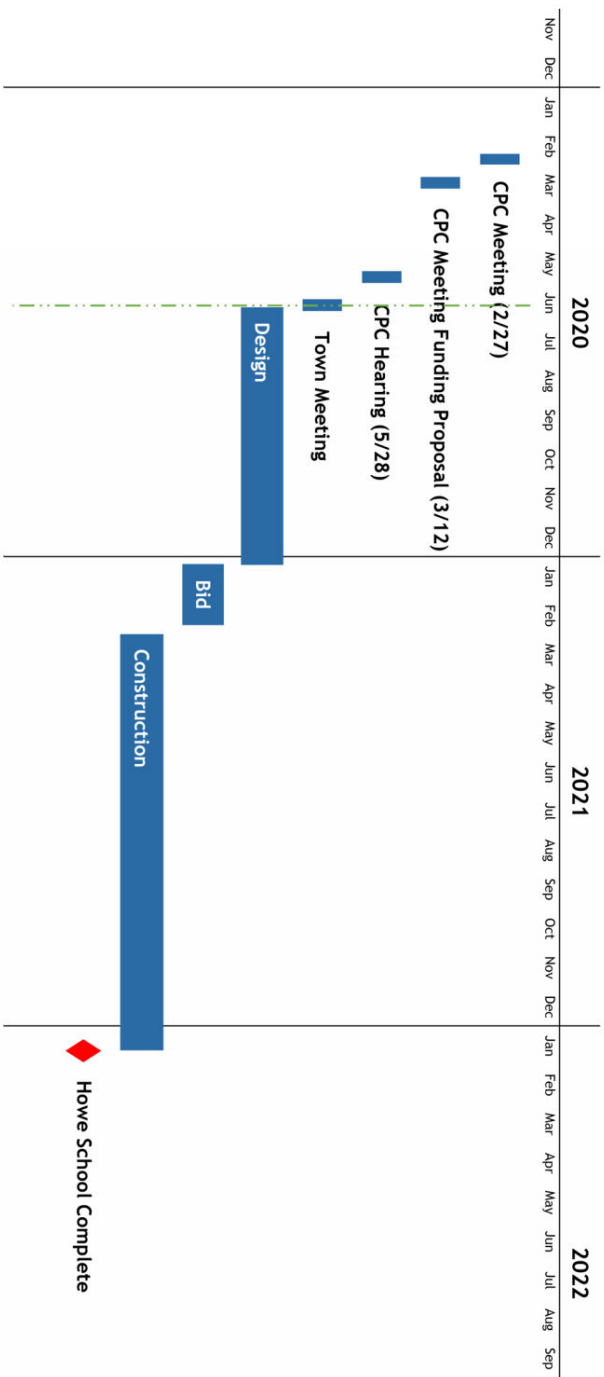
P|R|A
ARCHITECTS



1 3D Perspective Rendering From Southeast
SCALE: 1/2" = 1'-0"



The Howe School Conceptual Project Schedule



Howe School Restoration and BATV Fitout Town of Billerica Detailed Cost Breakdown				
	Town / CPC / Historic Portion	BATV Portion	Total	%
Div 02 Abatement	\$ 16,175	\$ -	\$ 16,175	100/0
Div 02 Existing Conditions / Demo	\$ 102,170	\$ -	\$ 102,170	100/0
Div 03 Concrete	\$ 192,906	\$ -	\$ 192,906	100/0
Div 04 Masonry	\$ 300,443	\$ -	\$ 300,443	100/0
Div 05 Metals	\$ 198,053	\$ -	\$ 198,053	100/0
Div 05 Metal Fabs	\$ 98,879	\$ 42,377	\$ 141,256	70/30
Div 06 Wood	\$ 124,216	\$ 124,216	\$ 248,431	50/50
Div 07 Dampproof & Waterproof	\$ 13,250	\$ -	\$ 13,250	100/0
Div 07 Thermal Protection	\$ 38,005	\$ -	\$ 38,005	100/0
Div 07 Exterior Wall Panels & Trim	\$ 65,410	\$ -	\$ 65,410	100/0
Div 07 Roofing and Flashing	\$ 76,914	\$ -	\$ 76,914	100/0
Div 07 Fire and Smoke Protection	\$ 5,000	\$ -	\$ 5,000	100/0
Div 07 Joint Protection	\$ 33,641	\$ -	\$ 33,641	100/0
Div 08 Openings	\$ 97,674	\$ 97,674	\$ 195,348	50/50
Div 08 Windows	\$ 322,240	\$ -	\$ 322,240	100/0
Div 09 GWB	\$ 72,483	\$ 217,448	\$ 289,930	25/75
Div 09 Tile	\$ 16,616	\$ -	\$ 16,616	100/0
Div 09 ATC	\$ 5,427	\$ 21,708	\$ 27,135	20/80
Div 09 Wood Floor	\$ 11,121	\$ 11,121	\$ 22,242	50/50
Div 09 Resilient	\$ 23,057	\$ 15,372	\$ 38,429	60/40
Div 09 Carpet	\$ 5,342	\$ 10,683	\$ 16,025	33/66
Div 09 Acoustics	\$ 3,200	\$ 28,800	\$ 32,000	10/90
Div 09 Painting	\$ 13,816	\$ 41,449	\$ 55,265	25/75
Div 10 Specialties	\$ 10,654	\$ 3,551	\$ 14,205	75/25
Div 11 Equipment	\$ -	\$ 22,500	\$ 22,500	0/100
Div 12 Furnishings	\$ -	\$ 18,348	\$ 18,348	0/100
Div 14 Elevator	\$ 165,000	\$ -	\$ 165,000	100/0
Div 21 Sprinkler	\$ 50,214	\$ 16,738	\$ 66,952	75/25
Div 22 Plumbing	\$ 125,015	\$ 13,891	\$ 138,906	70/30
Div 23 HVAC	\$ 294,945	\$ 196,630	\$ 491,575	60/40
Div 26 Electrical	\$ 206,302	\$ 206,302	\$ 412,603	50/50
Div 31 Earthwork	\$ 94,370	\$ -	\$ 94,370	100/0
Div 32 Exterior Improvements	\$ 190,778	\$ -	\$ 190,778	100/0
Div 33 Utilities	\$ 111,516	\$ -	\$ 111,516	100/0
Subtotal	\$ 3,084,830	\$ 1,088,807	\$ 4,173,637	
Design Contingency	\$ 231,362	\$ 81,660	\$ 313,023	
Escalation	\$ 132,648	\$ 46,819	\$ 179,466	
GCs	\$ 241,419	\$ 85,210	\$ 326,629	
GRs	\$ 103,327	\$ 36,470	\$ 139,797	
P&P Bond / Insurance	\$ 68,285	\$ 24,101	\$ 92,386	
Profit	\$ 154,475	\$ 54,523	\$ 208,998	
Permit	Excluded	Excluded	Excluded	
Total Construction Costs	\$ 3,957,680	\$ 1,395,688	\$ 5,353,370	
	74%	26%		
Technology Costs (FF&E)	\$ 50,000	\$ 608,500	\$ 658,500	
Misc. Project Costs	\$ 30,000	\$ 20,000	\$ 50,000	
OPM & Designer Costs	\$ 604,550	\$ 294,950	\$ 899,500	70/30
Contingency	\$ 249,816	\$ 249,816	\$ 499,632	50/50
Total Costs	\$ 4,892,046	\$ 2,568,954	\$ 7,461,000	
	66%	34%		

Article 22: Howe School Projected Cost and Schedules

Town Debt supported by CPC

CPC Debt	4,900,000
Interest Rate	2.50%
Term	30

Town Debt Supported by BATV Lease

Principal	1,650,000
Interest	2.50%
Term	30

BATV Commitment	1,650,000.00	(90,000 annually)
Surplus Funds	443,000.00	
Verizon Capital	333,000.00	
Comcast Capital	135,000.00	
Total	<u>2,561,000</u>	

	FY2022	FY2026	FY2027	FY2028	FY2029
Principal	163,333	163,333	163,333	163,333	163,333
Interest	122,500	106,167	102,083	98,000	93,917
Totals	285,833	269,500	265,417	261,333	257,250

	FY2022	FY2026	FY2027	FY2028	FY2029
Principal	55,000	55,000	55,000	55,000	55,000
Interest	41,250	35,750	34,375	33,000	31,625
Totals	96,250	90,750	89,375	88,000	86,625

Howe School Project

Sources of Funding:

Bonding - CPC	\$	4,900,000
Bonding - BATV		1,650,000
BATV Available Fund		500,000
Cable Grants		441,000
	<u>\$</u>	<u>7,491,000</u>

Article 24: Fund the Demolition of the Old Ditson and Vining Schools

Vining / Ditson Conceptual ACM & Demolition Budgeting

May 7, 2020



Activity	SF				SF			
	35,352 Qty	Unit	Vining Unit Rate	Cost	45,000 Qty	Unit	Ditson Unit Rate	Cost
<u>Soft Cost Activities</u>								
ACM sampling/report [for AQ-04 DEP form]	1 plug		\$ 12,000	\$ 12,000	1 plug		\$ 15,000	\$ 15,000
Preparation of ACM and demolition scope [3% of estimated hard cost]	1	3%	\$ 44,277	\$ 44,277	1	3%	\$ 55,500	\$ 55,500
Monitoring of ACM removal	1 plug		\$ 50,000	\$ 50,000	1 plug		\$ 60,000	\$ 60,000
Misc. reports, air clearance tests	1 plug		\$ 10,000	\$ 10,000	1 plug		\$ 10,000	\$ 10,000
Project Management [scope development, advertisement, bidding, contract execution]	3 months		\$ 15,000	\$ 45,000	3 months		\$ 15,000	\$ 45,000
Consultant assistance with non-traditional ACM DEP work plan	1 plug		\$ 5,000	\$ 5,000	1 plug		\$ 5,000	\$ 5,000
On-site management [if desired]	3 months		\$ 25,000	\$ 75,000	3 months		\$ 25,000	\$ 75,000
Misc. admin costs	1 plug		\$ 5,000	\$ 5,000	1 plug		\$ 5,000	\$ 5,000
Subtotals				\$ 246,277				\$ 270,500
<u>Hard Cost Activities</u>								
Site mobilization, temp fencing, erosion control, pest control	1 plug		\$ 35,000	\$ 35,000	1 plug		\$ 20,000	\$ 20,000
Savage misc. items	1 plug		\$ 5,000	\$ 5,000	1 plug		\$ 5,000	\$ 5,000
Street sweeping	1 plug		\$ 10,000	\$ 10,000	1 plug		\$ 10,000	\$ 10,000
Tracking pads [stone wheel wash]	1 plug		\$ 10,000	\$ 10,000	1 plug		\$ 10,000	\$ 10,000
Building clean out [collect and dispose]	35,352 SF		\$ 1	\$ 35,352	45,000 SF		\$ 1	\$ 45,000
Utility make safe								
Electric	1 plug		\$ 10,000	\$ 10,000	1 plug		\$ 10,000	\$ 10,000
Gas	1 plug		\$ 5,000	\$ 5,000	1 plug		\$ 5,000	\$ 5,000
Sewer	1 plug		\$ 5,000	\$ 5,000	1 plug		\$ 5,000	\$ 5,000
ACM abatement	35,352 SF		\$ 20	\$ 707,040	45,000 SF		\$ 20	\$ 900,000
U/G hazardous removal plug [soils]	1 plug		\$ 100,000	\$ 100,000	1 plug		\$ 100,000	\$ 100,000
U/G hazardous removal plug [tanks, structures]	1 plug		\$ 50,000	\$ 50,000	1 plug		\$ 50,000	\$ 50,000
Demolition of facility	35,352 SF		\$ 10	\$ 353,520	45,000 SF		\$ 12	\$ 540,000
Site fill, grading, make safe, seed	50,000 SF		\$ 3	\$ 150,000	30,000 SF		\$ 5	\$ 150,000
Subtotals				\$ 1,475,912				\$ 1,850,000

Vining / Ditson Conceptual ACM & Demolition Budgeting

May 7, 2020



Activity	SF				SF			
	35,352 Qty	Unit	Vining Unit Rate	Cost	45,000 Qty	Unit	Ditson Unit Rate	Cost
<u>Contingencies</u>								
Soft [10% of soft costs]	\$	246,277	10%	\$ 24,628	\$	270,500	10%	\$ 27,050
Hard [10% of hard costs]	\$	1,475,912	10%	\$ 147,591	\$	1,850,000	10%	\$ 185,000
Subtotals				\$ 172,219	\$ 212,050			
Totals				\$ 1,894,408	\$ 2,332,550			
Total [Vining & Ditson]	\$	4,226,958						

Article 28: Fund the Capital Planning Committee Study

On December 16th, 2019 the Board of Selectmen held a working session to start the conversation of a Town-wide Facilities Master Plan. An executive summary of this discussion can be found below:

Committee:

The Board of Selectmen will appoint a committee composed of the following:

- Voting Members
 - Council on Aging Chair
 - Recreation Commission Chair
 - FinCom Chair
 - Planning Board Chair
 - Housing Authority Chair
 - (2) Selectmen Appointed by the Chair
 - School Committee Chair
 - Conservation Commission Chair
- Ex-Officio Members
 - Town Manager
 - Planning Director
 - COA Director
 - Recreation Director
 - Superintendent of Schools
 - Executive Director of the Housing Authority
 - Building Commissioner

Scope of the Committee:

The Capital Needs Committee will be tasked with developing strategic recommendations for the re-use, renovation, and / or possible disposition of all Town-Owned buildings, properties, and potential properties for the long term and short term needs in the Town of Billerica.

Tier 1 Needs

- Council on Aging
- Recreation

Tier 2 Needs

- Schools
- Housing

Tier 3 Needs

- Fire Stations

This committee will also work under the assumption that the Sewer, Howe School, Pinehurst Fire Station, and DPW building are not part of the scope. It will also be understood that the Old Ditson and Vining School will be demolished.

Article 32 To Accept a Donation of Land on Glad Valley Drive

October 31, 2019

Adam DeSanctis
100 Unicorn Park Drive
Woburn, MA 01801

RECEIVED
10/31/19

70-66-7

Re: Land Donation – Parcel: 0070-0000667
Glad Valley Drive, Billerica, MA

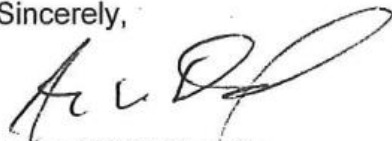
Dear Conservation Dept:

I would like to donate the above parcel in Billerica to the Billerica Conservation Department in exchange for a taxable deduction of like kind. I grew up in the Town and I have been told that this parcel may be of value to the Town for the upcoming road work. I am certainly hoping that the Town could put good use to this piece for whatever it deems to be most important.

I am proud of my upbringing in the Town of Billerica and I am hoping you are able to accept donation of this parcel.

Please feel free to contact me at any time at 339-234-4354.

Sincerely,



Adam W. DeSanctis

cc: Town Mgr.
Town Assessor

Article 32 To Accept a Donation of Land on Glad Valley Drive

70
2
BLOCK

66
7
LOT

1 of 1
CARD

Town of Billerica

TOTAL ASSESSED: 167,300
1162511

PROPERTY LOCATION

No	Alt No	Direction/Street/City
131		GLAD VALLEY DR, BILLERICA

OWNERSHIP

Owner	Address
Owner 1: DESANTIS ADAM W	
Owner 2:	
Owner 3:	
Street 1: 167 GLAD VALLEY DR	
Street 2:	
Town/City: BILLERICA	
State/Prov: MA	City
Postal: 01821-2609	Own/Doc: Type

PREVIOUS OWNER

Owner 1: GLAD VALLEY LLC
Owner 2:
Street 1: 100 UNICORN PARK DR
Town/City: WOBURN
State/Prov: MA
Postal: 01801-3344

NARRATIVE DESCRIPTION

This Parcel contains 4 ACRES of land mainly classified as POTENTIAL

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int.

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
131			0.400	167,300	167,300

PREVIOUS ASSESSMENT

Tax Yr.	Use	Cat	Big Value	Yrd Items	Land Size	Land Value	Total Value	Assessed Value	Notes
2020	131	FV		0	4	167,300	167,300	167,300	10/23/2019
2020	131	NC		0	4	167,300	167,300	167,300	10/9/2019
2019	131	FV		0	4	167,300	167,300	167,300	11/16/2018

SALES INFORMATION

Grantor	Legal Ref	Type	Date	See Code	Sale Price	V. Tst. Verif.	Assoc. PCL Value	Notes
GLAD VALLEY LLC	33228-253		8/7/2019	CONVENCE	1 No	No		
CLERY MICHAEL C	31323-128		7/26/2017	MULTI PARC	180,000 No	No		

TAX DISTRICT

GLAD VALLEY

PAT ACCT.

Date	Result	By	Name

BUILDING PERMITS

Date	Number	Descr	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment

ACTIVITY INFORMATION

Date	Result	By	Name

PROPERTY FACTORS

Item Code	Descr	%	Item Code	Descr
Z			U	TYPL
n				
D				
s				
t				

LAND SECTION FIRST 7 lines only

Use Description	UUC	No of Lines	Depth	Unit Type	Land Type	LT	Base Value	Unit Price	Adj	Neigh	Neigh	Int1	%	Int2	%	Int3	%	Appraised Value	Alt	Spec	J	Fed	Use Value	Notes
131 POTENTIAL		17442		SQUARE FESITE		1.0	0	5.4	1.776 MG			TOPO	-10					167,275					167,300	

Sign:

VERIFICATION OF VISIT NOT DATA

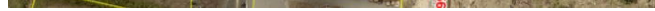
Summary

Total AC/HAL: 40041	Total SF/ISM: 17441.86	Parcel LUG: 131	POTENTIAL	Prime NB Desc: MOD GOOD
Total:				167,275
Spt Credit:				
Total:				167,300

2021



Patriot
Properties Inc.



Appendix C

Statutory References

Statutory References – Spring Town Meeting – May 2020

Article 1

Chapter 41: Section 108. Compensation

Section 108. The salary and compensation of all elected officers of a town shall be fixed annually by vote of the town at an annual town meeting, but said salary or compensation may be revised by a two-thirds vote of any special town meeting called to conduct business later in the same fiscal year for which said salary or compensation was originally fixed; provided, however, that such salary revision occurs prior to the establishment of the tax rate of the town in said fiscal year. Except as provided in section four A and section one hundred and eight A, and except in any city in which salaries and wages are fixed by special law or by ordinance in accordance with the provisions of any general or special law, all boards or heads of departments of a town shall, as soon as may be after the passage of the annual budget, fix the salary or compensation of all officers or employees appointed or employed by them, subject to the provisions of section thirty-one of chapter forty-four. The provisions of this section shall be operative notwithstanding the provisions of sections thirteen and thirty-four of said chapter forty-four. A city may by ordinance prescribe that all fees, charges or commissions allowed by law to any officer thereof shall be paid into the city treasury and belong to the city, and in such case shall pay such officer such compensation as the city council may determine.

Article 2

Chapter 40: Section 49. Annual town reports; publication; penalty for noncompliance

Section 49. The selectmen, before the annual town meeting, shall at the expense of the town print the annual town report for the use of the inhabitants containing the report of the selectmen for the calendar or fiscal year preceding said meeting, the report of the school committee, statements in tabulated form prepared under section sixty of chapter forty-one unless otherwise printed as provided in said section, the annual report of the town accountant for the preceding fiscal year as provided in section sixty-one of chapter forty-one, the annual report of the town treasurer as provided in section thirty-five of chapter forty-one, and except as otherwise provided by vote or by-law of the town, of such other officers and boards as consider it expedient to make a report, the jury list as required by chapter two hundred and thirty-four, and such other matters as the law, or the town by vote or by-law, requires or as the selectmen consider expedient. If the selectmen neglect or refuse to make the annual report, they shall severally forfeit fifty dollars.

A town may by by-law provide for the printing of such fiscal year reports as it deems suitable within ninety days of the close of the fiscal year. A copy of such fiscal year reports shall be transmitted by the town clerk to the state library before the first day of November. A town may also by by-law provide for

the printing of all reports of town officers and boards, committees and commissions on a fiscal year basis in place of the calendar year report required by this section.

Article 14, 15, and 19

Chapter 44: Section 53F1/2. Enterprise funds

Section 53F1/2. Notwithstanding the provisions of section fifty-three or any other provision of law to the contrary, a city or town which accepts the provisions of this section may establish a separate account classified as an "Enterprise Fund", for a utility, health care, recreational or transportation facility, and its operation, as the city or town may designate, hereinafter referred to as the enterprise. Such account shall be maintained by the treasurer, and all receipts, revenues and funds from any source derived from all activities of the enterprise shall be deposited in such separate account. The treasurer may invest the funds in such separate account in the manner authorized by sections fifty-five and fifty-five A of chapter forty-four. Any interest earned thereon shall be credited to and become part of such separate account. The books and records of the enterprise shall be maintained in accordance with generally accepted accounting principles and in accordance with the requirements of section thirty-eight.

No later than one hundred and twenty days prior to the beginning of each fiscal year, an estimate of the income for the ensuing fiscal year and a proposed line item budget of the enterprise shall be submitted to the mayor, board of selectmen or other executive authority of the city or town by the appropriate local entity responsible for operations of the enterprise. Said board, mayor or other executive authority shall submit its recommendation to the town meeting, town council or city council, as the case may be, which shall act upon the budget in the same manner as all other budgets.

The city or town shall include in its tax levy for the fiscal year the amount appropriated for the total expenses of the enterprise and an estimate of the income to be derived by the operations of the enterprise. If the estimated income is less than the total appropriation, the difference shall be added to the tax levy and raised by taxation. If the estimated income is more than the total appropriation, the excess shall be appropriated to a separate reserve fund and used for capital expenditures of the enterprise, subject to appropriation, or to reduce user charges if authorized by the appropriate entity responsible for operations of the enterprise. If during a fiscal year the enterprise incurs a loss, such loss shall be included in the succeeding fiscal year's budget.

If during a fiscal year the enterprise produces a surplus, such surplus shall be kept in such separate reserve fund and used for the purposes provided therefor in this section.

For the purposes of this section, acceptance in a city shall be by vote of the city council and approval of the mayor, in a town, by vote of a special or annual town meeting and in any other municipality by vote of the legislative body.

A city or town which has accepted the provisions of this section with respect to a designated enterprise may, in like manner, revoke its acceptance.

Article 30 and 31

CHAPTER 44B: COMMUNITY PRESERVATION

SECTION 5: Community preservation committee; members; recommendations

(2) The community preservation committee shall make recommendations to the legislative body for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space and community housing that is acquired or created as provided in this section; provided, however, that funds expended pursuant to this chapter shall not be used for maintenance. With respect to community housing, the community preservation committee shall recommend, whenever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. With respect to recreational use, the acquisition of artificial turf for athletic fields shall be prohibited; provided, however, that any project approved by a municipality for the acquisition of artificial turf for athletic fields prior to July 1, 2012 shall be a permitted use of community preservation funding.

Section 6: Annual revenues; open space, historic resources and community housing

Section 6. In each fiscal year and upon the recommendation of the community preservation committee, the legislative body shall spend, or set aside for later spending, not less than 10 per cent of the annual revenues in the Community Preservation Fund for open space, not less than 10 per cent of the annual revenues for historic resources and not less than 10 per cent of the annual revenues for community housing. In each fiscal year, the legislative body shall make appropriations from the Community Preservation Fund as it deems necessary for the administrative and operating expenses of the community preservation committee and such appropriations shall not exceed 5 per cent of the annual revenues in the Community Preservation Fund. The legislative body may also make appropriations from the Community Preservation Fund as it deems necessary for costs associated with tax billing software and outside vendors necessary to integrate such software for the first year that a city or town implements the this chapter; provided, however, that the total of any administrative and operating expenses of the community preservation committee and the first year implementation expenses shall not exceed 5 per cent of the annual revenues in the Community Preservation Fund.

Funds that are set aside shall be held in the Community Preservation Fund and spent in that year or later years; provided, however, that funds set aside for a specific purpose shall be spent only for the specific purpose. Any funds set aside may be expended in any city or town. The community preservation funds shall not replace existing operating funds, only augment them.

Article 17

Chapter 44: Section 53E1/2. Revolving funds

Section 53E 1/2. Notwithstanding section 53, a city or town may authorize by by-law or ordinance the use of 1 or more revolving funds by 1 or more municipal agencies, boards, departments or offices, which shall be accounted for separately from all other monies in the city or town and to which shall be credited any fees, charges or other receipts from the departmental programs or activities supported by the revolving fund. Expenditures may be made from such revolving fund without further appropriation, subject to the provisions of this section; provided, however, that expenditures shall not be made or liabilities incurred from any such revolving fund in excess of the balance of the fund or in excess of the total authorized expenditures from such fund, and no expenditures shall be made unless approved in accordance with sections 41, 42, 52 and 56 of chapter 41.

Interest earned on any revolving fund balance shall be treated as general fund revenue of the city or town. No revolving fund may be established under this section for receipts of a municipal water or sewer department, a municipal hospital, a cable television access service or facility or for receipts reserved by law or as authorized by law for expenditure for a particular purpose. Revolving fund expenditures shall not be made to pay wages or salaries for full-time employees unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid; provided, however, that such prohibition shall not apply to wages or salaries paid to full-time or part-time employees who are employed as drivers providing transportation for public school students; provided further, that only that portion of a revolving fund which is attributable to transportation fees may be used to pay the wages or salaries of those employees who are employed as drivers providing transportation for public school students; and provided further, that any such wages or salaries so paid shall be reported in the budget submitted for the next fiscal year.

A revolving fund shall be established pursuant to this section by by-law or ordinance. The by-law or ordinance shall specify for each fund: (1) the programs or activities for which the revolving fund may be expended; (2) the departmental receipts in connection with those programs or activities that shall be credited to the revolving fund; (3) the board, department or officer authorized to expend from such fund; and (4) any reporting or other requirements the city or town may impose. The establishment of any fund shall be made not later than the beginning of the fiscal year in which the fund shall begin. Notwithstanding this section, whenever, during the course of any fiscal year, any new revenue source becomes available for the establishment of a revolving fund under this section, such a fund may be established in accordance with this section upon certification by the city auditor, town accountant, or other officer having similar duties that the revenue source was not used in computing the most recent tax levy.

The city or town shall, on or before July 1 of each year, vote on the limit on the total amount that may be expended from each revolving fund established under this section. In any fiscal year, the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city or with the approval of the board of selectmen and finance committee in a town.

Upon termination of a revolving fund, the balance in the fund at the end of that fiscal year shall revert to surplus revenue at the close of the fiscal year.

The director of accounts may issue guidelines further regulating revolving funds established pursuant to this section.

Articles 22, 24, and 25

CHAPTER 44. MUNICIPAL FINANCE

MUNICIPAL INDEBTEDNESS

Section 7. Cities and towns may incur debt, within the limit of indebtedness prescribed in section ten, for the purposes hereinafter set forth, and payable within the periods hereinafter specified or, except for clauses (3C), (11), (16), (18), (19), (21) and (22), within such longer period not to exceed 30 years based upon the maximum useful life of the public work, improvement or asset being financed, as determined in accordance with guidelines established by the division of local services within the department of revenue:

- (1) For the construction or reconstruction of surface drains, sewers, sewerage systems and sewage treatment and disposal facilities, thirty years.

Articles 20 and 21

Acts of 1989, Chapter 45, Sections 1-6. An Act Establishing a Special Account for the Town of Billerica Sewerage Plant Expansion and Inflow Infiltration Fund

Section 1. Notwithstanding the provisions of any general or special law, rule or regulation to the contrary, the Town of Billerica is hereby authorized to establish a special account to be known as the Town of Billerica Sewerage Plant Expansion and Inflow Infiltration Fund. The purpose of such fund is to provide the revenue for the funding of engineering, construction and rehabilitation of sewerage treatment works, pumping stations and facilities located within the Town of Billerica and to provide revenues to do all things necessary to correct, remedy, repair, prevent and prohibit any and all forms of infiltration or inflow from groundwater and other sources of leakage into pipes, facilities and systems. Such special account shall be maintained by the Treasurer of the Town of Billerica in a banking institution doing business in the commonwealth, and expenditures from said special account shall be made subject to appropriation initiated by the Board of Selectmen upon the recommendation of the Director of Public Works and the Town Administrator of said town and approved by a majority vote of the Town Meeting.

Section 2. Payments to such account shall be made by applicants for connection to the sewer system of said town who are constructing or erecting new buildings or developing land for industrial, commercial and residential uses. The method and amount of such payments from such private sources shall be as determined by a schedule of fees to be set by the Board of Selectmen. Said schedule shall provide for

the method of determining the amount of each payment from such applicants based upon their anticipated water and sewer use by each and for the particular kind of development contemplated.

Section 3. Appropriation from time to time may be made by the Town of Billerica into said special account for the purpose of providing additional funds for aforesaid engineering, construction and rehabilitation of sewerage treatment works, pumping stations and facilities.

Section 4. The Treasurer of the Town of Billerica shall be authorized to invest monies in said special account and the interest accruing shall inure to the benefit of said special account. Said special account shall be maintained in accordance with generally accepted accounting principles and shall be audited annually with the cost of such audit charged to said special account.

Section 5. The Director of Public Works for the Town of Billerica, with the approval of the Town Administrator, may make applications for available State and Federal Government Grants for the engineering, construction and rehabilitation of sewerage treatment works, pumping stations and facilities, and to pledge any and all such sums for money in said account with the approval of the Board of Selectmen and the Town Meeting for any such matching grants for engineering, construction and rehabilitation of sewerage treatment works, pumping stations and facilities.

Section 6. The Town Accountant shall file jointly with the Board of Selectmen, the Town Administrator, the Treasurer, the Finance Committee and with the Bureau of Accounts, a written report relative to such special account authorized by Section 1.

Said report shall be made within one hundred and twenty days after the books of account are closed for each fiscal year. Such report shall include a financial statement relating to the operation, maintenance and expenditures made under the said special account. Said Board of Selectmen may review and comment on said report and file such review with the State Auditor.

Article 27

Chapter 30B: Section 16: Real property; disposition or acquisition

Section 16. (a) If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property.

(b) The governmental body shall determine the value of the property through procedures customarily accepted by the appraising profession as valid.

(c) A governmental body shall solicit proposals prior to:

(1) acquiring by purchase or rental real property or an interest therein from any person at a cost exceeding \$35,000; or

(2) disposing of, by sale or rental to any person, real property or any interest therein, determined in accordance with paragraph (b) to exceed \$35,000 dollars in value.

(d) The governmental body shall place an advertisement inviting the submission of proposals in a newspaper with a circulation in the locality sufficient to inform the people of the affected locality. The governmental body shall publish the advertisement at least once a week for two consecutive weeks. The last publication shall occur at least eight days preceding the day for opening proposals. The advertisement shall specify the geographical area, terms and requirements of the proposed transaction,

and the time and place for the submission of proposals. In the case of the acquisition or disposition of more than twenty-five hundred square feet of real property, the governmental body shall also cause such advertisement to be published, at least thirty days before the opening of proposals, in the central register published by the state secretary pursuant to section twenty A of chapter nine.

(e) The governmental body may shorten or waive the advertising requirement if:

(1) the governmental body determines that an emergency exists and the time required to comply with the requirements would endanger the health or safety of the people or their property; provided, however, that the governmental body shall state the reasons for declaring the emergency in the central register at the earliest opportunity; or

(2) in the case of a proposed acquisition, the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed. The determination shall specify the manner in which the property proposed for acquisition satisfies the unique requirements. The governmental body shall publish the determination and the reasons for the determination, along with the names of the parties having a beneficial interest in the property pursuant to section forty J of chapter seven, the location and size of the property, and the proposed purchase price or rental terms, in the central register not less than thirty days before the governmental body executes a binding agreement to acquire the property.

(f) Proposals shall be opened publicly at the time and place designated in the advertisement. The governmental body shall submit the name of the person selected as party to a real property transaction, and the amount of the transaction, to the state secretary for publication in the central register.

(g) If the governmental body decides to dispose of property at a price less than the value as determined pursuant to paragraph (b), the governmental body shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

(h) This section shall not apply to the rental of residential property to qualified tenants by a housing authority or a community development authority.

(i) Acquisitions or dispositions of real property or any interest therein pursuant to this section between governmental bodies and the federal government, the commonwealth or any of its political subdivisions or another state or political subdivision thereof shall be subject to subsections (a), (b) and (g).

Other Statutes

LAND BANK

Chapter 100 of the Acts of 2000

AN ACT AUTHORIZING THE TOWN OF BILLERICA TO ESTABLISH A CERTAIN FUND.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Notwithstanding the provisions of [section 53 of chapter 44](#) of the General Laws or any other general or special law to the contrary, the town of Billerica may establish a separate fund to be known as the Land Bank Fund which shall be kept separate and apart from all other monies of the town. The treasurer may invest the funds in the manner authorized by [sections 54 and 55 of said chapter 44](#). The principal and interest thereon may be expended for the purchase of interests in lands and buildings for conservation, open space, recreational or any other municipal purposes upon a two-thirds vote of the town meeting. Approved June 9, 2000.

CHAPTER 392: AN ACT AUTHORIZING THE TOWN OF BILLERICA TO ESTABLISH A BILLERICA WATER CONSERVATION FUND. (see [House, No. 1918](#)) Approved by the Governor, December 16, 2010

SECTION 1. Notwithstanding any general or special law or rule or regulation to the contrary, the town of Billerica may establish a Billerica Water Conservation Fund. The purpose of the fund shall be to provide revenue for the funding of water management and conservation initiatives by the town, including the design, construction and implementation of measures to conserve water and assure the efficient operation of the town's public water supply system and to provide public education relating to water conservation plans and programs, consistent with the water conservation policy of the town of Billerica. The fund shall be maintained by the treasurer of the town and may be deposited in a suitable banking institution doing business in the commonwealth or invested by the treasurer as provided herein. Expenditures from the fund shall be made subject to appropriation initiated by the board of selectmen upon the recommendation of the director of public works and the town manager of the town and approved by the voters at a town meeting.

SECTION 2. Payments to the fund shall be made by applicants for permits to connect to the public water supply system of the town of Billerica who are constructing or erecting new or expanded buildings or otherwise developing land for industrial, commercial and residential uses. The method and amount of the payments from the applicants or developers shall be determined by a schedule of fees to be established by the board of selectmen upon recommendation by the director of public works, as provided in the water conservation policy of the town of Billerica. The schedule of fees shall provide the method for determining the amount of each payment from the applicants or developers based upon their anticipated water use for each type of proposed development.

SECTION 3. In addition to the aforementioned fees, monies may also be deposited into the fund from gifts, grants and donations received from public or private sources, from federal and state funding programs available to the town and from any other source authorized by law. Further, appropriations may be made into the fund, from time to time, by the town of Billerica to provide additional funds for the aforesaid water conservation and management purposes.

SECTION 4. The treasurer of the town of Billerica may invest monies deposited in the fund and the interest accruing shall inure to the benefit of the fund. The fund shall be maintained in accordance with generally accepted accounting principles and shall be audited annually and the cost of each audit shall be charged to the fund.

SECTION 5. The director of public works of the town of Billerica, with the approval of the town manager, may make applications for available state and federal government grants for the design, construction, management, conservation and rehabilitation of public water supply facilities and pledge any sums of money in the fund, with the approval of the board of selectmen and the town meeting, for any matching grants for the design, construction, management, conservation and rehabilitation activities.

SECTION 6. The town accountant shall file jointly with the board of selectmen, the town manager, the treasurer, the finance committee and the bureau of accounts, a written report relative to the fund under this act. The report shall be made within 120 days after the books of account are closed for each fiscal year and shall include a financial statement relating to the operation, maintenance and expenditures made under the fund. The board of selectmen may review and comment on the report and file the review with the state auditor.

Approved, December 16, 2010.

Appendix D

Capital Plan

Revenue Capacity

The Town has a Revenue Capacity of approximately \$203 Million annually. The Town projects a revenue need of \$184.3 Million. This results in an excess levy

FY2021 Revenue Summary			
	FY2020	FY2021	
Tax Levy	\$ 129,628,980.97	\$ 132,744,211.45	72%
Local Aid	26,388,752.00	26,388,752.00	14%
Local Receipts	12,742,000.00	12,742,000.00	7%
Enterprise Receipts	10,300,000.00	10,300,000.00	6%
Other Revenue Resources	11,517,278.11	2,187,422.00	1%
Total Projected Revenue	\$ 190,577,011.08	\$ 184,362,385.45	100%

Table 1

capacity of approximately \$18.7 million – \$2.1 million greater than two years ago. 72% of the town's revenue capacity is generated by the tax levy and 14% from local receipts. 14% of the town revenue comes from state aid. The total FY2021 annual budget including Enterprise Budgets is approximately \$175 Million. Annual Debt Service is \$14.6 Million. This represents just above 8% of the annual budget – DOR Guidelines recommend 10 % or lower.

Debt Stabilization Policy

The Town of Billerica maintains a levy commitment every year of \$9.066 Million dollars. In the years that the town debt service requirement is below this commitment the difference is appropriated to a

History of Debt Stabilization

Date	Source	Article	Appropriation	Date	Source	Article	Appropriation
10/4/2011	Free Cash	23	1,373,593	10/4/2016	WW RE	13	1,068,144
6/30/2012	Interest		10,339	5/1/2017	Overlay Surplus	20	1,200,623
10/2/2012	Levy	12	724,588	6/30/2017	Interest		481,609
10/2/2012	Free Cash	23	1,289,321	11/21/2017	W/D	12	(1,400,000)
6/30/2013	Interest		80,692	11/21/2017	Free Cash	23	1,800,000
10/1/2013	Levy	16	908,817	11/21/2017	Levy	11	60,434
10/1/2013	Free Cash	31	753,836	5/30/2018	Overlay Surplus	17	55,265
6/30/2014	Interest		72,634	6/30/2018	Interest		(223,456)
10/7/2014	Free Cash	20	1,102,100	7/31/2018	Interest		112,101
10/7/2014	Overlay Surplus	18	2,720,172	7/31/2018	Interest		171,392
6/30/2015	Interest		175,327	10/2/2018	Levy	3	766,198
10/6/2015	Free Cash	13	1,800,000	10/2/2018	W/D		(1,625,000)
6/30/2016	Interest		311,248	10/2/2018	Free Cash		1,300,000
10/4/2016	Levy	12	735,000	10/2/2018	WWRE		500,000
10/4/2016	Free Cash	13	731,856	10/2/2018	Interest		821,024

Total **\$ 17,877,857**

Date		Article	Appropriation
5/1/2018	Levy	3	91,101
10/2/2018	W/D	4	(950,000)
10/2/2018	Free Cash	30	1,300,000
10/2/2018	WWRE	30	500,000

2018-2019 Appropriations **\$ 941,101**

Balance after Fall 2019 **\$ 18,818,958**

Table 2

debt stabilization fund. In the years that the debt service spikes over that commitment the town will appropriate the difference from the stabilization fund. The Town has not had the need to use the stabilization up to this point for general debt. The Town will appropriate \$1.16 million from the Debt Stabilization fund to fulfill the policy on excluded debt – which is to ensure that the tax impact on the median household does not exceed \$200 annually for the High School and the Parker School. The Graph and Table 3 below project when the Town will need to use

stabilization funds and how much it will need to fund the Town's long term capital needs. The Town needs approximately \$19.6 Million to fund the long term capital plan for the two debt excluded schools to limit the impact to \$200 annually on the median household. The Town will have approximately \$19 million in the debt stabilization fund by the fall of 2019 (see Table 2). An additional \$37 million will be needed to maintain a \$9 million impact on the levy of all

**Town of Billerica
Debt Stabilization Fund Schedule**

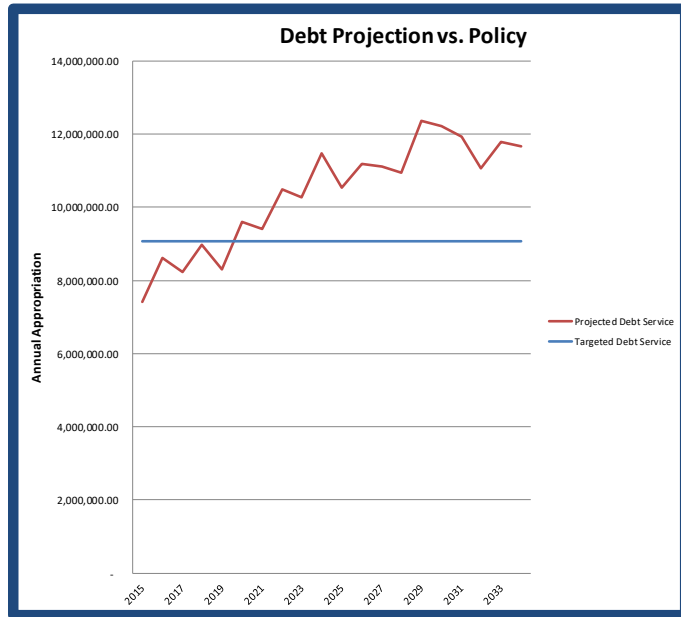
Fiscal Year	Beginning Balance	Interest	Appropriations		Draw Down		Ending Balance
			Levy	Free Cash	Wastewater	HS Debt Exclusion	
2016	9,094,440	173,191	0	1,800,000	0		11,067,631
2017	11,447,593	161,273	823,277	3,000,000	0		15,432,143
2018	15,423,143		60,434	1,800,000	0	-1,400,000	15,883,577
2019	15,883,577	112,101	766,198	1,800,000	0	-1,625,000	16,936,876
2020	18,283,776	347,392	641,324	1,800,000	0	-950,000	20,122,492
2021	20,122,492	402,450	0	1,800,000	-331,363	-1,160,000	20,833,579
2022	20,833,579	416,672	0	1,800,000	-1,754,875	-1,125,000	20,170,376
2023	20,170,376	403,408	0	1,800,000	-1,544,813	-1,100,000	19,728,970
2024	19,728,970	394,579	0	1,800,000	-2,968,897	-1,060,000	17,894,653
2025	17,894,653	357,893	0	1,800,000	-1,828,705	-1,035,000	17,188,841
2026	17,188,841	343,777	0	1,800,000	-2,478,504	-1,010,000	15,844,113
2027	15,844,113	316,882	0	1,800,000	-2,410,508	-1,035,000	14,515,487
2028	14,515,487	290,310	0	1,800,000	-2,255,383	-1,000,000	13,350,414
2029	13,350,414	267,008	0	1,800,000	-3,672,347	-975,000	10,770,075
2030	10,770,075	215,401	0	1,800,000	-3,524,796	-940,000	8,320,680
2031	8,320,680	166,414	0	1,800,000	-3,234,484	-910,000	6,142,610
2032	6,142,610	122,852	0	1,800,000	-2,375,560	-875,000	4,814,902
2033	4,814,902	96,298	0	1,800,000	-3,083,544	-850,000	2,777,656
2034	2,777,656	55,553	0	2,000,000	-2,959,345	-435,000	1,438,865
2035	1,438,865	28,777	0	1,900,000	-2,938,431	-415,000	14,211
2036	14,211	284	0	1,800,000		-400,000	1,414,495
2037	1,414,495	28,290	0	1,800,000		-375,000	2,867,785
2038	2,867,785	57,356	0	1,800,000		-360,000	4,365,140
2039	4,365,140	87,303	0	1,800,000	0	-335,000	5,917,443
2040	5,917,443	118,349	0	1,800,000	0	-315,000	7,520,792

Totals **4,963,812** **2,291,233** **56,147,593** **-37,361,555** **-19,685,000**

general debt. This can be attained by appropriating \$1.8 million from free cash annually (see Table 3). At this rate the town will easily meet the goal of \$37 Million within the next 20 years through free cash appropriations and levy appropriations dictated by this policy.

The Town Debt Stabilization Policy has two objectives. One is maintaining the general fund debt at \$9 Million by using this fund. The second is using debt stabilization to buffer the impact of debt exclusions. It is projected that \$19 Million will be needed to contain the impact of two debt exclusion on the median single family tax bill to \$200 annually. The total debt stabilization need over 20 years is \$56 Million (see Table 3).

The Capital Plan



The Town has Short Term Capital Plan and a Long Term Capital Plan. The Short Term Plan is funded through budget appropriations and one-time free cash appropriations. Each year \$1.5 million or more is appropriated for Short Term Capital. Long Term Capital needs are handled through debt service as outlined in the Debt Service Policy. New School projects are handled through debt exclusions and have no impact on the operating budget.

There are four components to the Capital Plan; the Short Term Plan, the Long Term Plan, the school plan and the Roadway Management Plan. The Short Term, School and Roadway Management Plans are attached and provide much greater detail. The High School is the biggest capital need in the School Plan. It is expected that the existing debt exclusions will be replaced by other debt exclusions several years into the future to address a significant middle school project. Roadway projects are funded through local appropriation, chapter 90 funds and state grant monies. The Long Term Plan is also attached however there are two significant separate reports that are part of the Long Term Plan – the Comprehensive Wastewater Management Plan (CWMP) and the Water Capital Improvement Plan (CIP). Summaries of these reports are also attached as supporting documentation. The CWMP is projected to cost \$260 Million over 25 years. These costs are included in the Long Term capital Plan. The Water Department CIP has \$10 Million of Capital needs in the foreseeable future and is funded annually through 3% annual water fee increases as illustrated in the attached Water CIP. A description of these two significant capital resources is provided below for context.

Sewer Capacity and Wastewater Management Infrastructure

The Town is in the process of completing an aggressive sewer expansion program. The Town's public sewer system covers 85% of the community, up from 70% in 2004. The wastewater collection system is comprised of 190 miles of sewer ranging from 8 inch to 45 inch gravity lines and force mains. The Town operates a Grade 7 Wastewater Treatment Plant with design capacity of 5.5 million gallons per day (MGD). The plant treated 1,24 Billion gallons of wastewater in 2016 and the average daily flow at the plant was approximately 3.4 MGD, a significant increase (>2 MGD) from 2002 levels. There are twenty-five (25) pumping stations located throughout town.

The Town has been fairly aggressive in expanding the sewer system in order to serve the entire community. The following sewer contracts have been completed or recently initiated:

- Contract 34B – 5.53 miles of sewer and 1.5 miles of water infrastructure. 285 homes to be serviced was completed in the fall of 2016.
- Salem Road Infrastructure – 2,600’ sewer, 2,800’ water and 1,000’ drain. Sidewalk and signal. Completion date of June 2017.
- Rangeway Road (Aspen Apartments) – Private sewer extension. 18 properties to be serviced. Was completed in November 2016 with final paving in 2017.

Sewer contract 36 for \$14 million has been designed for the Route 129/Andover Road area and was funded for construction in Spring 2017. The Town spends \$20-25 million every two years on sewer expansion projects. The completion date is anticipated to be 2035 after spending an additional \$140 million. The Town actively uses an Enterprise Fund to plan for the expansion of the sewer system. Several other areas to be addressed include the High School area and Middlesex Corporate Park. While the treatment plant is fully built out, Waterline Industries just completed a \$4 million contract for Phase 2 renovations at the plant, which included the rehabilitation of primary clarifiers and aeration tanks, the installation of a second Fournier Press and replacement of a sludge conveyor, primary sludge pumps and supporting electrical equipment and piping.

Public Water Supply Infrastructure

The Concord River is the sole source of drinking water for the Town of Billerica, with public water available to the entire Town. The first Water Treatment Plant was built in 1955 with a capacity of 3.5 million gallons per day (MGD) with expansion capacity up to 7 MGD. By 1967 the plant was expanded to its intended maximum capacity. With more extensive growth in Billerica, the plant’s capacity was increased to 14 MGD in 1976. Due to problems with the existing water treatment plant, the Town broke ground in 2003 on a new \$25 million water treatment plant located off Treble Cove Road, with a capacity of 14 million gallons per day (gpd). The new water treatment plant was in response to numerous problems with deferred maintenance. The new plant did not increase the amount of water withdrawn from the Concord River; however it was designed to improve the quality of the drinking water.

The Town has MassDEP approval to withdraw 5.34 million gpd on an annual average. The town’s annual water consumption in FY 15 was approximately 1.784 billion gallons, with an average of 4.89 gallons of water used per day. The highest daily pumping occurred on 7/27/2016 when 9.53 million gallons were produced. The water treatment plant has benefited from assistance from National Grid through the installation of 57 Variable Frequency Drives (VFD) through ICS Corporation at a cost of \$95,000 by National Grid. The installation of these VFDs has resulted in an annual electricity savings of \$45,000 per year. Major water projects in the community have included the following:

The following Streets had new water main installation under Contract 35:

- Agawam Circle Allen Road to cul-de-sac 330 lf 6 inch DIP
- Allen Road Agawam Circle to Allen Road Ext. 448 lf 8 inch DIP
- Alton Street Baldwin Road to cul-de-sac 420 lf 8 inch DIP
- Boynton Lane Andover Road to dead end 440 lf 8 inch DIP
- Marlyn Road Pond Street to cul-de-sac 1731 lf 10 inch DIP
- Pondover Road Andover Road to Pond Street 1952 lf 8 inch DIP
- Rosa Circle Pondover Road to cul-de-sac 202 lf 8 inch DIP
- Sandberg Road Andover Road to Tercentennial Drive 297 lf 10 inch DIP
- Sandberg Road Tercentennial Drive to Arakelian Drive 664 lf 8 inch DIP
- Tercentennial Drive Sandberg Road to Kenrick Ave 1051 lf 10 inch DIP

Town of Billerica - Long Term Capital Plan FY21 to FY25

Department	Project	Funding Source	TM Action	FY20	FY21	FY22	FY23	FY24	FY25
DPW- Administration	Design New DPW Facility	Bond				1,600,000			
	Construct New Highway Facility	Bond						30,000,000	
DPW - Cemetery, Parks and Trees Division	Cemetery Expansion	Bond							
	Fox Hill Cemetery Nich Wall	Sale of Lots and Graves							
DPW - Wastewater	Facility Improvements Co Mag	Bond	Art 32, ATM 2007						
	Pump Station CIP Phase 3 Improvements Design	Fall 2018 TM, Art. 14	TBD						
	Sewer System Expansion Needs Area and Salem Road Downstream								
	Sewer Improvements Design	Bond	TBD	10,150,000					
	Sewer System Expansion Needs Area 3 (36) Construction	Bond	Art. 23, ATM, 2017						
	Sewer System Expansion Needs Area 4 and 6 Design (Contract 37,38)	Bond	TBD						
	Sewer System Expansion Needs Area 4 and 6 (Contract 37,38)	Bond	TBD						
	WWTF CIP Phase 3 Improvements	Bond	TBD		7,239,000				
	Sewer System Expansion Needs Area 7 Design (Contract 39)	Bond	TBD	1,250,000					
	Sewer System Expansion Needs Area 9 Design (Contract 40)	Bond	TBD		1,250,000				
	Sewer System Expansion Needs Area 7 (Contract 39)	Bond	TBD			12,100,000			
	Sewer System Expansion Needs Area 9 (Contract 40)	Bond	TBD				12,550,000		
	Concord River Interceptor Improvements	Bond	TBD						
	Pump Station CIP Phase 4	Grant	TBD		1,311,800				
DPW - Engineering - Highway	Roadway Management	Chapter 90/Budget	TBD	2,500,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
	Sidewalk Construction & Rehab	Chapter 90/Budget	TBD						
	MTP Concord to Manning	Chapter 90/Budget	TBD				1,600,000		
	Bikepath Design and Takings	Budget	TBD				1,000,000		
	Allen Road Improvements	Bond Authorization	Art. 19, ATM, 2014						
	Roger Street Roadway and Sidewalk Improvements	Chapter 90/Budget	N/A						
	Drainage Improvements, Frost Street	Free Cash	Article 18, FTM 2018						
DPW - Highway	Car/Truck Wash	Bond	TBD						
DPW - Engineering - Sewer	Allen Road Water Improvement and Dry Sewer	Bond	Article 19, STM 2014						
DPW - Water	Water Main Program	Free Cash	TBD						
	Water main Replacement Allen Rd	Bond	Article 26, ATM 2017						
	Frost Street Drainage and Water main Replacement	Bond/Fees	TBD						
	WTP Residuals Processing Facility		TBD						
	WTP Ozone Improvements Design	Fall 2018 TM, Art. 14	TBD						
	WTP Ozone Improvements	Bond	TBD	9,086,750					
	Water Meter replacement - Town Wide	Bond/Fees	Article 25, ATM 2017						
Police	Upgrade Police Radio System	Bonding	TBD						
Fire Department	Fire Pumper - Engine 2	Bonding	TBD						
	Fire Pumper - Engine 3	Bonding	TBD		750000				
	Fire Pumper - Engine 5	Bonding	TBD					650,000	
	Brush Truck		TBD						
	Pinehurst Station		TBD				300,000	10,000,000	
Recreation	Micozzi Beach Facility Design	Bond	TBD						
	Peggy Hannon-Rizza Recreation Complex Phase Two	Bond	TBD						
	Hajjar School Softball Field (school)	Bond	TBD						
	Peggy Hannon-Rizza Recreation Complex Phase Three	Bond	TBD						
	Peggy Hannon-Rizza Recreation Complex Phase Four Design	Appropriation	CPA Fund						
	Environmental Center	Bond	TBD						
	Kohlrausch Park Facility, preschool structure, restroom and storage facility	Reserves	TBD						
	Yankee Doodle Bike Path 75% Design	Appropriation	CPA Fund						
	Recreation Facility Roof Replacement	Reserves	TBD						
	Recreation Facility Window Replacement	Reserves	TBD						
	Marshall Middle School Sports Complex Lights for Softball and Baseball Fields	Bond	TBD						
	Design and Build 2 Nighborhood Parks	Reserves	TBD						
Town Hall	Replace Roof	Bond	TBD						
Council on Aging	Generator for Entire Building	Reserves	TBD						
	Rubber and Copper Roof Replacement	Reserves	TBD						
Library	Exterior Maintenance/Coupala	Reserves	TBD						
	Roof Replacement			135,000					
Town Manager	Town Center Traffic Roadway Improvements	Reserves	TBD						
	Howe School	Appropriation	CPA Fund		6,000,000				
	PHR Reconstruction		CPA/General Bond Auth.		8,000,000				
	Codification of Town Bylaws and Policies	Reserves	TBD						
Total Town				\$23,121,750	\$27,550,800	\$16,700,000	\$18,450,000	\$43,650,000	\$3,000,000
Water and Sewer Funded				\$20,486,750	\$9,800,800	\$12,100,000	\$12,550,000	\$0	\$0
Town less W&S				\$2,635,000	\$17,750,000	\$4,600,000	\$5,900,000	\$43,650,000	\$3,000,000
Total Town Departments				23,121,750	27,550,800	16,700,000	18,450,000	43,650,000	3,000,000

Town of Billerica - Five Year Capital Plan FY21 to FY25

Department	Project	Funding Source	FY21	FY22	FY23	FY24	FY25
DPW - Parks and Trees	John Deere Side Shift Backhoe Loader	Budget/Free Cash					
	Landscaping Equipment	Budget/Free Cash	60,000	60,000	60,000	60,000	60,000
	F250 Pick up with Plow, replacement for C1	Budget/Free Cash	38,000				
	F250 Pick up with Plow, replacement	Budget/Free Cash					
	F250 Pick up with Plow, replacement	Budget/Free Cash					
	F150 with a plow to replace	Budget/Free Cash					
	F150 with a plow to replace	Budget/Free Cash					
	Agent Orange Memorial	Budget/Free Cash					
	Locke Baseball Field Access Project	Budget					
	Dutile Field Project	Budget	150,000				
	Kennedy Field Project	Budget		150,000			
	Hajjar School Softball Field (school)	Budget			150000		
DPW - Wastewater	PHR Complex	Budget				150000	
	Replacement Vehicle	Art. 20, STM 2012					
DPW - Engineering	Sewer Inflow Infiltration Removal Program	I/I Funds	100,000	100,000	100,000	100,000	100,000
	Drainage improvement on River Street	Budget					
	Survey, Plan Acceptance and Repair of						
	unaccepted Ways	Free Cash	200,000	200,000	200,000	200,000	200,000
	Traffic Study for Spged Limits						
	Repair of Sewer Manhole	I/I Funds	50,000				
DPW - Water	Water Rebate Program for homeowners						
	funded through the Water Conservation Fund	Water Conservation Fund					
	Water Rebate Program for homeowners						
	funded through the Water Conservation Fund	Water Conservation Fund	50,000				
	Hydrants and Valves	Budget	250,000	200,000	200,000	200,000	200,000
	Purchase and intallation of Gate Valves	Water Conservation Fund					
	Compact FWD Van	Budget					
	Replace W-20 Dump Truck 2002	Budget					
	ReplaceBackhoe W-40	Budget	120,000				
	Bobcat for Water Distribution	Budget					

Town of Billerica - Five Year Capital Plan FY21 to FY25

Department	Project	Funding Source	FY21	FY22	FY23	FY24	FY25
DPW - Highway	Street sweeper	Budget/Free Cash					
	Front End Loader Replacement	Budget/Free Cash					
	Back up Generator	Budget/Free Cash					
	Asphalt Roller	Budget/Free Cash					
	F250 Pick up with Plow, replacement for H-2	Budget/Free Cash					
	F250 Pick up with Plow, replacement for H-3	Budget/Free Cash					
	5 Ton Dump Truck W/sander & Plow,	Budget/Free Cash					
	Replacement	Budget/Free Cash					
	5 Ton Dump Truck W/sander & Plow,	Budget/Free Cash					
	Replacement for H38	Budget/Free Cash					
	Backhoe, replacement	Budget/Free Cash	150,000				
	5 Ton Dump Truck W/sander & Plow	Budget/Free Cash					
	F250 with Plow	Budget/Free Cash	70,000				
	Computer Server Replacement	Lease					
	Portable Radios and Communications	Art. 28, STM 2010					
Police	Portable Radios and Communications	Budget		225,000			
	Police Radio System-Upgrade to Digital,						
	Replace Repeaters and Recievers/Strategic						
	Public Safety Technology Plan	Budget/Warrant Article	235,000.00		450,000.00		
	Replace K-9 Vehicle	Budget					
	A/C System Repairs and duct maintenance	Budget					
	Replace Department Motorcycles	Budget/Free Cash	40,000				
	Upgrade Camera System	Budget					
	Technology Upgrade with licenses, Door						
	access and security system	Budget					
	Upgrade Mobile Computer System	911 Grant	10,000	10,000	10,000	10,000	10,000
	1st Floor Renovations Floor and Ceiling, etc	Budget					
	Lobby and Front Entrance Renovations	Budget					
	ExteriorDoors and Entrance Ways	Budget					
	Expand capacity to townwide fiber network	Budget		35,000			
	Replace Ambulance	Art. XX, Free Cash, FTM 2016					
	Ambulance Bay Lower Floor Clearance	Budget					
	Alexander Road Building Repairs	Budget					
	Add fiber security connectionsVVP,						
	Kolraush, Town Center , etc. - Expansion of						
	Fiber Network	Budget	50,000				
	Upgrade Security camera in cell block	Budget					
	Replacement of Cell Door locks	Budget					
	Crosswalk Safety Systems	Budget	30,000				
	Acquire four Radar Sign Boards	Budget	30,000				
	Air Conditioning Ventilation Cleaning	Budget					
	Communication Center/Combined Dispatch	Budget					
	Replacement of Department Firearms	Budget/Free Cash	55,000				
	Awning replacements		35,000				
	Physiometrics Life Pack and Lucas Device						
	UST Removal and Replace	Free Cash					

Town of Billerica - Five Year Capital Plan FY21 to FY25

Department	Project	Funding Source	FY21	FY22	FY23	FY24	FY25
Fire Department	One Ton 4WD Pick Up W/Plow Service 2	Budget					
	One Ton 4WD Pick Up W/Plow Service 1	Budget					
	Replace 1996 Crown Victoria	Budget					
	Replace 2012 Ford Taurus/w Explorer	Budget					60,000
	Replace 2011 Ford Taurus/w Explorer	Budget			60,000		
	Replace 2009 Ford Taurus w/ Explorer	Budget		60,000			
	Replace 2002 Ford Explorer	Budget					
	New Reporting Software	Budget	10,992	11,468			
	Zetron Dispatch and Fire Station Alert System	Budget		195000			
	Radio Master Alarm Boxes	Budget		250000			
Technology	Desk Top Computer upgrade	Budget					
	Upgrade Phone System and Network Infrastructure	Budget					
	E-Mail Server Upgrades	Budget					
	Printer and other non computer upgrades	Budget					
Recreation	Micozzi Beach Paddle Boats	Budget					
	Vining School	Budget					
	Manning Park Splash Pad Upgrades	Budget					
	New Signage for Rec Facilities	Budget					
	Fence Repairs	Budget					
	Disc Golf Course	CPA Funds					
	ADA Compliance Updates	Budget					
	Security	Budget					
	15 Passenger ADA Compliant Bus	Budget					
	Paving Parking Lots	Budget	50,000				
Town Hall	Nutting Lake Assessment	Budget					
	Point Exterior (four Phases)/Windows	Free Cash					
	Town Hall Renovations	Budget					
	Facilites Director Vehicle	Budget	65,000				
	Town Hall Site Work	Budget					
	Voting Machines	Budget		100,000			
Building Department	Copier Replacement Townhall Wide	Reserves					
Building Department	Hand held inspection inspection computers, Computer and screen for customer service counter	Budget					
		Budget					
Council on Aging	Replace Carpeting 1st and 2nd Floors	Budget					
	Workspace redesign to increase privacy for case management			40,000			
	Building Alarm and Cameras	Budget	15,000				
	Art Room and Floor Replacement	Budget	17,500				
	Replacement of First Floor Windows - West Side of Building and NE Corner.	Budget					
Library	Computer Replacement (10)	Budget					
	bn	Budget					
	HVAC Upgrade	Budget	65,000				
	Grinder Pump	Budget					
	Parking Lot Lights	Budget		20,000			
	Concord Road, Main Entrance and Staff Stairway and Lighting						
	Boiler Repair						
	Elevator						
Inspectional Services	Elevator technology upgrade	Budget	4,000				
	Vehicle for inspectors						
Projected Total Town Expense			1,950,492	1,656,468	1,230,000	720,000	630,000
Funded through FY2019 Budget			\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Funded through FY2018 Certified Free Cash Estimate			\$769,000	\$105,000	\$0	\$0	\$0
Projected Outstanding Requests			681,492	1,051,468	730,000	220,000	130,000

**Billerica Sewer Needs Collection Systems
Priority and Cost analysis**

Need Area	Total Sewer Pipe (Feet)	Total Cost for Needs Area (2015 \$)	Cost per LF	Parcels in Area	Cost per Parcel	Environmental Need	Environmental Need High	Environmental Need Medium	Environmental Need Low	% of Parcels (13,368 Total)	% Complete (82.9% to date)	% Residential	% Com / Ind / Mun
2&8	29,200	\$ 10,869,950	\$372.26	285	\$ 38,140.18	High	\$10,869,950			2.1%	85.1%	98	2
3	30,200	\$ 13,913,900	\$460.73	247	\$ 56,331.58	High	\$13,913,900			1.9%	86.9%	87	13
4	21,200	\$ 9,728,550	\$458.89	223	\$ 43,625.78	High	\$ 9,728,550			1.7%	88.6%	97	3
5	Installed with Bertha & Poe										88.6%		
6	23,800	\$ 10,948,600	\$460.03	148	\$ 73,977.03	High	\$10,948,600			1.1%	89.7%	90	10
7	26,900	\$ 12,104,950	\$450.00	167	\$ 72,484.73	High	\$12,104,950			1.3%	90.9%	70	30
8	Included with Need Area 2										90.9%		
9	27,300	\$ 12,548,250	\$459.64	262	\$ 47,894.08	High	\$12,548,250			2.0%	92.9%	69	31
10	28,700	\$ 13,049,400	\$454.68	176	\$ 74,144.32	High	\$13,049,400			1.3%	94.2%	89	11
11	10,000	\$ 4,251,000	\$425.10	76	\$ 55,934.21	Medium		\$ 4,251,000		0.6%	94.8%	89	11
12	21,900	\$ 9,932,650	\$453.55	240	\$ 41,386.04	Medium		\$ 9,932,650		1.8%	96.6%	89	11
13	9,800	\$ 4,397,250	\$448.70	62	\$ 70,923.39	Medium		\$ 4,397,250		0.5%	97.1%	72	28
14	5,900	\$ 2,675,400	\$453.46	48	\$ 55,737.50	Medium		\$ 2,675,400		0.4%	97.4%	96	4
15	3,500	\$ 1,551,550	\$443.30	32	\$ 48,485.94	Medium		\$ 1,551,550		0.2%	97.7%	82	18
16	17,200	\$ 7,511,400	\$436.71	147	\$ 51,097.96	Medium		\$ 7,511,400		1.1%	98.8%	84	16
17	2,900	\$ 1,305,850	\$450.29	21	\$ 62,183.33	Medium		\$ 1,305,850		0.2%	98.9%	91	9
18	Installed with Contract 34A - East Billerica										98.9%		
19	2,200	\$ 763,100	\$346.86	21	\$ 36,338.10	Low			\$ 763,100	0.2%	99.1%	93	7
20	3,100	\$ 1,001,000	\$322.90	20	\$ 50,050.00	Low			\$ 1,001,000	0.2%	99.2%	80	20
21	2,800	\$ 1,264,900	\$451.75	19	\$ 66,573.68	Low			\$ 1,264,900	0.1%	99.4%	27	73
22	9,300	\$ 4,213,300	\$453.04	43	\$ 97,983.72	Low			\$ 4,213,300	0.3%	99.7%	80	20
23	6,400	\$ 2,902,900	\$453.58	35	\$ 82,940.00	Low			\$ 2,902,900	0.3%	100.0%	45	55
24	700	\$ 313,950	\$448.50	4	\$ 78,487.50	Low			\$ 313,950	0.0%	100.0%	0	100
25	4,300	\$ 1,915,550	\$445.48	8	\$ 239,443.75	Low			\$ 1,915,550	0.1%	100%	100	0
TOTA	287,300	\$127,163,400		2284			\$83,163,600	\$ 31,625,100	\$ 12,374,700				

Table 4-18: Summary of Final Recommended Plan

Recommendation	Priority	Estimated Project Cost (\$2009)	Description
Sewer Modeling	1	\$200,000	Purchase and populate dynamic sewer modeling software
Pump Station Improvement Program	1	\$12,068,800	Upgrade, bypass, and/or replace existing pump stations
Infiltration/Inflow	1	\$300,000 ⁽¹⁾ \$100,000/year ⁽²⁾	Conduct I/I Analysis and Continue I/I Evaluation and Rehabilitation Program
Upgrade Letchworth Avenue WWTF	1	\$24,630,000	Plant improvements to address existing and future flows and loads, and upgrade facilities
Shawsheen River Interceptor Sewer Monitoring	1	\$0	Monitor sewer sections for debris buildup and clean as required
Septage Management Plan	1	\$0 ⁽³⁾	Establish for areas where on-site systems to remain and for Needs Areas until sewer becomes available
Replace Richardson Street PS Upstream Sewer	2	\$2,250,000	Replace existing sewer in easement upstream of Richardson St. PS
Downstream System Improvements	3	\$14,947,200	Improvements needed for connecting Needs Areas to existing system
Concord River Interceptor Sewer Improvements	3	\$6,600,000	Improvements to the Concord River Interceptor for future conditions
Sewer System Expansion	4	\$192,600,000	Expansion of sewer system to Needs Areas

(1) I/I Analysis

(2) I/I Evaluation and Rehabilitation Program

(3) To be funded by homeowners and with loans from the DEP Community Septic Betterment Loan Program

Finally, Priority 4 is sewer system expansion to serve the Needs Areas. Sewer system modeling and improvements to existing systems need to be completed prior to extending sewers. If there is a desire to extend sewers to a Needs Area and no improvements to downstream systems are required based on the modeling, the extension could proceed as long as there is no impact on pumping stations, and the additional flow can be accepted at the WWTF.

Table 4-12 summarizes the Final Recommended Plan and includes the description of work planned, priority, proposed year for implementation and associated costs. The Final Recommended Plan for sewer system expansion is shown in Table 4-13. Needs Area 18 was completed in 2008 as Sewer Contract 34A. The expansion is scheduled to start in year 2 with Contract 34B and continue through the planning period as shown in Table 4-13 and Figure 4-1. This schedule coordinates with the 1999 Sewer Master Plan,

availability of funding and attempts to not only coordinate sewer construction with other work on-going in Town, but efforts at minimizing construction related impacts to the Town.

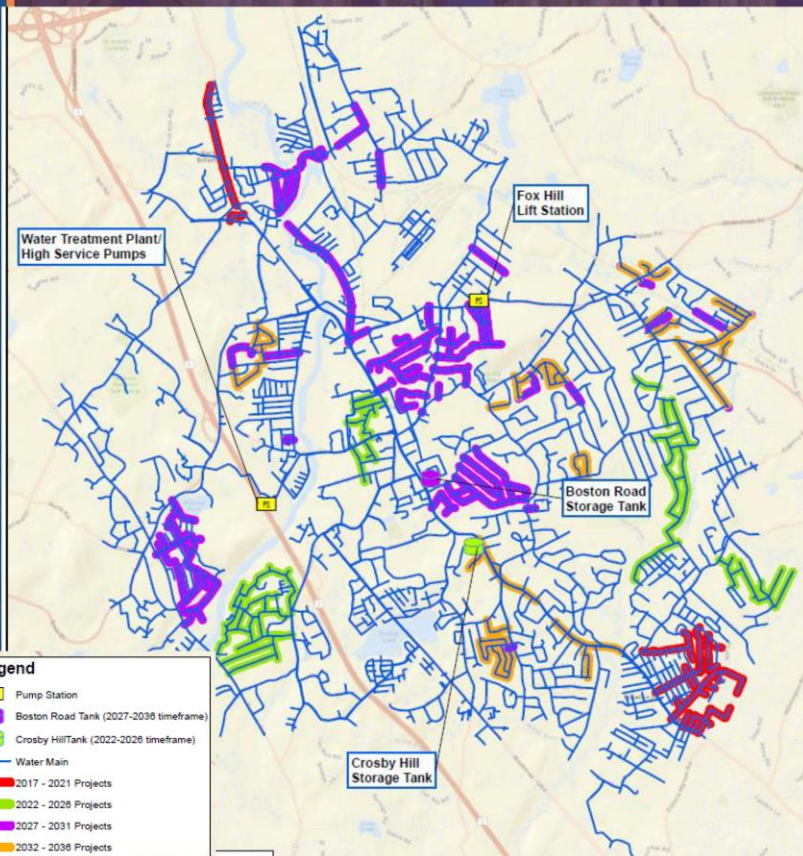
Once the CWMP is completed and all appropriate regulatory, federal, state and local agencies have approved the final recommended plan, construction contracts can be finalized and the work started.

Table 4-19: Final Recommended Plan Implementation Cost

Item	Description	Year												
		1	2	3	4	5	6	7	8	9	10	13	16	Total
1	Sewer Modeling	\$200,000												\$200,000
2	I/I Analysis	\$300,000												\$300,000
3	I/I Investigation & Rehab. Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$300,000	\$300,000	\$500,000	\$2,000,000
	Pump Station Improvement Program													
4	Phase 1	\$5,514,100												\$5,514,100
5	Phase 2			\$3,999,000										\$3,999,000
6	Phase 3					\$1,243,900								\$1,243,900
7	Phase 4										\$1,311,800			\$1,311,800
8	Richardson St. Upstream Sewer		\$2,250,000											\$2,250,000
9	WWTF Improvements		\$7,510,000	\$7,015,000		\$3,752,000		\$4,995,000		\$1,358,000				\$24,630,000
10	Downstream Sewer Improvements				\$5,491,200						\$9,456,000			\$14,947,200
11	Concord River Interceptor Improvements				\$975,000						\$5,625,000			\$6,600,000
	Subtotal	\$6,114,100	\$9,860,000	\$11,114,000	\$6,566,200	\$5,095,900	\$100,000	\$5,095,000	\$100,000	\$1,458,000	\$16,692,800	\$300,000	\$500,000	\$62,996,000
12	Sewer System Expansion			\$9,000,000	\$8,900,000	\$8,900,000	\$10,150,000	\$10,150,000	\$8,150,000	\$8,150,000	\$35,400,000	\$54,600,000	\$39,200,000	\$192,600,000
	Total	\$6,114,100	\$9,860,000	\$20,114,000	\$15,466,200	\$13,995,900	\$10,250,000	\$15,245,000	\$8,250,000	\$9,608,000	\$52,092,800	\$54,900,000	\$39,700,000	\$255,596,000
	Cumulative Total	\$6,114,100	\$15,974,100	\$36,088,100	\$51,554,300	\$65,550,200	\$75,800,200	\$91,045,200	\$99,295,200	\$108,903,200	\$160,996,000	\$215,896,000	\$255,596,000	
	(1) Program to be developed by I/I Analysis and supported with funds from the Town's developer I/I mitigation fund													

Water Distribution System Recommendations

Recommendations for Distribution System



Planning Period	Project Area	Project Size	Preliminary Cost Estimate
2017 – 2021	Pinehurst	22,000 L.F.	\$7,076,025
	Boston Road/Lowell Border	4,500 L.F.	\$1,597,500
	Treble Cove Transmission Line		\$553,200
	Residential Meter Replacement	12,190 units	\$4,500,000
	Subtotal	26,500 L.F.	\$13,726,725
2022 – 2026	Crosby Hill Tank 2MG		\$2,317,500
	South Billerica	24,200 L.F.	\$8,349,000
	Billerica High School	5,300 L.F.	\$1,828,500
	Concorde River Crossing/River St.	400 L.F.	\$189,000
	Buckingham/Castlewood Drive	17,300 L.F.	\$6,347,600
	Connolly Road	7,300 L.F.	\$2,518,500
	Rio Vista	16,800 L.F.	\$5,796,000
	Subtotal	70,900 L.F.	\$27,346,100
2027 - 2031	Marshall Middle School	21,800 L.F.	\$7,521,000
	Billerica Town Center	16,800 L.F.	\$5,934,600
	Cast Iron Water Main Locations	22,200 L.F.	\$7,659,000
	Subtotal	60,800 L.F.	\$21,114,600
2032 – 2036	Boston Road Tank 6.5 MG		\$5,230,500
	Asbestos Cement Water Main	52,000 L.F.	\$17,940,000
	Boston Road	8,200 L.F.	\$3,382,500
	Shawsheen River Crossing	5,100 L.F.	\$2,216,250
	Subtotal	65,300 L.F.	\$28,769,250
Total		223,900 L.F.	\$90,956,675

0.8% of system replaced/yr average
(>100 year service life)

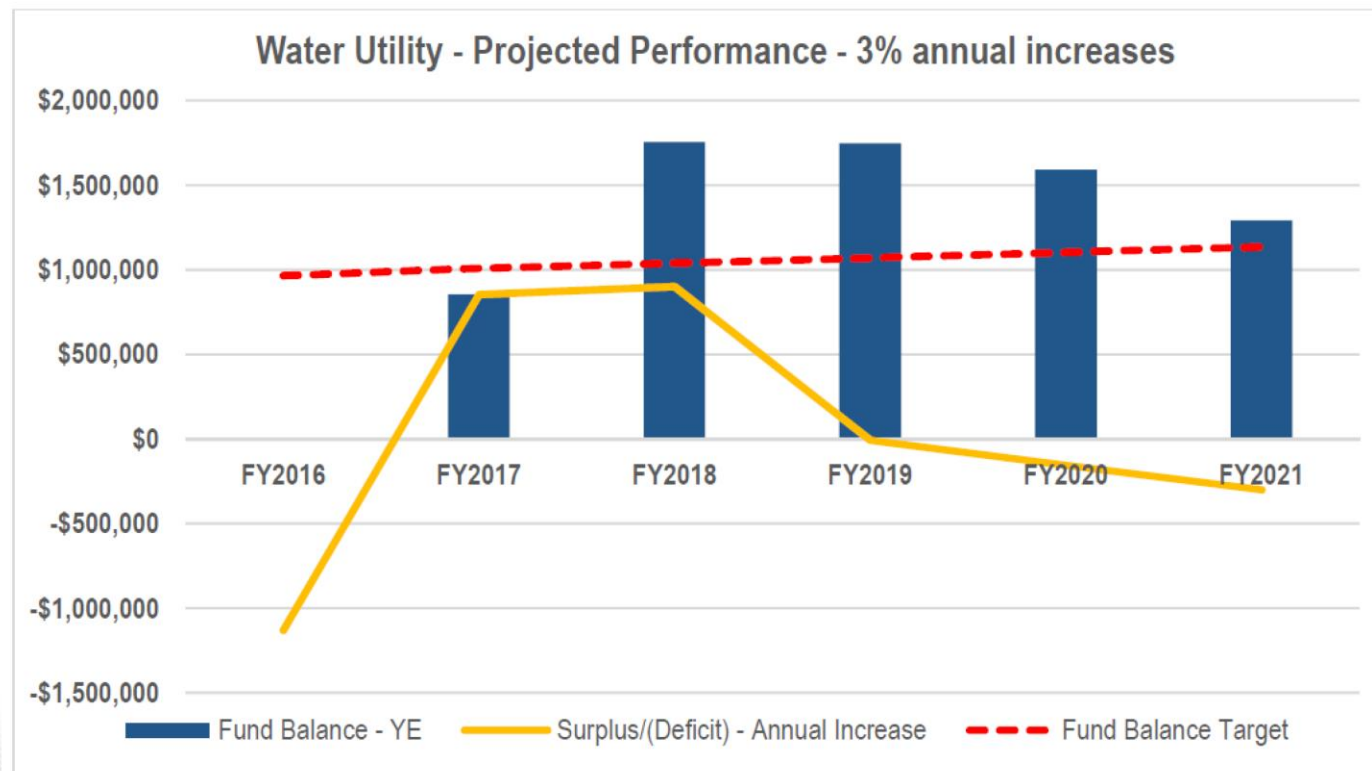


20-Year Capital Improvement Plan – Summary

Project	Preliminary Cost Estimate				Subtotal
	Years 2017-2021	Years 2022-2026	Years 2027-2031	Years 2032-2036	
Raw Water PS Elec Building HVAC Eval	\$5,000				\$5,000
Raw Water Transmission Main Assessment	\$75,000				\$75,000
Raw Water Pump Replacement	\$250,000				\$250,000
Raw Water Supply Redundancy		\$5,448,000			\$5,448,000
WTP Process Optimization	\$100,000				\$100,000
Chemical Storage Tanks	\$272,000				\$272,000
Filtered Water Chemical Injection	\$480,000				\$480,000
Ozone System Relocation and Replacement	\$8,353,000				\$8,353,000
Equipment Replacement		\$5,167,500	\$5,167,500	\$837,000	\$11,172,000
Finished Water Pump VFD Replacement	\$405,000				\$405,000
Power Quality Study	\$13,000				\$13,000
Active Harmonic Replacement System	\$120,000				\$120,000
NETA Equipment Testing	\$110,500				\$110,500
Lighting Upgrades	\$247,500				\$247,500
Electrical Safety Program	\$97,500				\$97,500
PLC Hardware Upgrade		\$150,000			\$150,000
SCADA Server/Thin Client Architecture		\$275,000			\$275,000
HMI Software Upgrade	\$125,000				\$125,000
Automated Reporting Software Upgrade	\$80,000				\$80,000
SCADA Disaster Recovery Process & Training	\$115,000				\$115,000
Structural Recommendations	\$991,000				\$991,000
Internal structural inspection of concrete tanks	\$25,000				\$25,000
HVAC Air Balance Study	\$4,800				\$4,800
HVAC Improvements to perimeter offices	\$120,000				\$120,000
HVAC Humidity Control	\$100,000				\$100,000
HVAC VAV System	\$100,000				\$100,000
WTP SUBTOTAL	\$12,189,300	\$11,040,500	\$5,167,500	\$837,000	\$29,234,300
Residential Meter Replacement	\$4,500,000				\$4,500,000
Crosby Hill Tank Replacement		\$2,317,500			\$2,317,500
Boston Road Tank Replacement				\$5,230,500	\$5,230,500
Pipe Replacement	\$9,226,725	\$25,028,600	\$21,114,600	\$23,538,750	\$78,908,675
Total	\$25,916,025	\$38,386,600	\$26,282,100	\$29,606,250	\$120,190,975



Water Fund Balance – 3% Annual Increases



Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
2020					
DESIGN PROJECTS					
Chapter 90	BOSTON RD NORTH RECONSTRUCTION FINAL DESIGN	BOSTON RD	RIVER ST	FLOYD ST	\$625,000.00
Other	YANKEE DOODLE BIKE PATH EASEMENTS	TOWN WIDE			\$2,500,000.00
Sewer	SEWER CONTRACT 39/40 (NEEDS AREA 7 & 9) DESIGN	NEEDS AREA 7 & 9			\$2,500,000.00
Other	STORMWATER MANAGEMENT	TOWN WIDE			\$60,000.00
I/I	INFLOW/INFILTRATION REHABILITATION CONTRACT 3	CLEANING & CCTV	CONCORD & SHAWSHEEN INTERCEPTORS		\$40,000.00
CONSTRUCTION PROJECTS					
Chapter 90	ROADWAY MANAGEMENT	TOWN WIDE			\$1,000,000.00
		BOSTON RD SIDEWALK	ALPINE ST	LOWELL ST	\$30,000.00
					Subtotal: \$1,030,000.00
Chapter 90	TOWN-WIDE CRACK SEALING	TOWN WIDE			\$50,000.00
Chapter 90	TOWN-WIDE PATCHING	TOWN WIDE			\$50,000.00
Sewer/Ch 90	TOWN-WIDE STRUCTURE REPAIRS	STRUCTURE REPAIRS	TOWN WIDE		\$50,000.00
Sewer	SEWER CONTRACT 37/38 (NEEDS AREA 4 & 6) CONSTRUCTION YR 1	NEEDS AREA 4 & 6			\$21,000,000.00
	CALL ST PAVING & SIDEWALK	CALL ST-01	POLLARD ST	MYRTLE ST	\$85,058.00
		CALL ST-02	MYRTLE ST	SCHOOL DRWAY	\$211,645.00
		CALL ST-03	SCHOOL DRWAY	ROGERS ST	\$70,857.00
					Subtotal: \$367,560.00
	POLLARD ST SIDEWALK	POLLARD ST-01	TREBLE COVE RD	FORDWAY AVE	\$98,920.00

5/1/2019

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Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
		POLLARD ST-02	FORDWAY AVE	CALL ST	\$36,426.00
					Subtotal: \$135,346.00
I/I	INFLOW/INFILTRATION REHABILITATION CONTRACT 3	CLEANING & CCTV	CONCORD & SHAWSHEEN INTERCEPTORS		\$250,000.00
Private	RANGEWAY RD PAVING - HAWTHORNE	RANGEWAY RD	NASHUA RD	STERLING RD	\$250,000.00
State TIP	MIDDLESEX TURNPIKE CONSTRUCTION YR 3	MIDDLESEX TPK	PEARL RD	TOWN LINE	\$35,000,000.00
State TIP	BOSTON RD IMPROVEMENTS AT ALLEN RD YR 3	BOSTON RD	TREMLETT RD	SHAWSHEEN RIVER	\$2,600,000.00
					Total: \$66,507,906.00

Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
2021					
DESIGN PROJECTS					
Other	STORMWATER MANAGEMENT	TOWN WIDE			\$60,000.00
CONSTRUCTION PROJECTS					
Chapter 90	ROADWAY MANAGEMENT	TOWN WIDE			\$1,000,000.00
Chapter 90	TOWN-WIDE CRACK SEALING	TOWN WIDE			\$50,000.00
Chapter 90	TOWN-WIDE PATCHING	TOWN WIDE			\$50,000.00
Sewer/Ch 90	TOWN-WIDE STRUCTURE REPAIRS	STRUCTURE REPAIRS	TOWN WIDE		\$50,000.00
	TREBLE COVE RD SIDEWALK TO VVP CONSTRUCTION	TREBLE COVE RD-13	VVP	REPUBLIC RD	\$149,013.00
Sewer	SEWER CONTRACT 37/38 (NEEDS AREA 4 & 6) CONSTRUCTION YR 2	NEEDS AREA 4 & 6			\$21,000,000.00
State TIP	MIDDLESEX TURNPIKE CONSTRUCTION YR 4	MIDDLESEX TPK	PEARL RD	TOWN LINE	\$35,000,000.00
	MANNING RD SIDEWALK EXT/PAVING	MANNING RD	MIDDLESEX TPK	LEXINGTON RD	\$150,000.00
Total:					\$153,724,774.00

Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
2022					
DESIGN PROJECTS					
Other	STORMWATER MANAGEMENT	TOWN WIDE			\$60,000.00
CONSTRUCTION PROJECTS					
Chapter 90	ROADWAY MANAGEMENT	TOWN WIDE			\$1,000,000.00
		MIDDLESEX TPK-01	CONCORD RD	STEARNS LN	\$237,475.00
		MIDDLESEX TPK-02	STEARNS LN	FRENCH ST	\$192,019.00
		MIDDLESEX TPK-03	FRENCH ST	HATTIE LN	\$155,493.00
		MIDDLESEX TPK-04	HATTIE LN	DOLAN RD	\$106,527.00
		MIDDLESEX TPK-05	DOLAN RD	FRANCIS RD	\$63,494.00
		MIDDLESEX TPK-06	FRANCIS RD	CANTERBURY ST	\$55,364.00
		MIDDLESEX TPK-07	CANTERBURY ST	FRIENDSHIP ST	\$68,195.00
		MIDDLESEX TPK-08	FRIENDSHIP ST	STEWART ST	\$84,855.00
		MIDDLESEX TPK-09	STEWART ST	PERREAULT AVE	\$57,912.00
		MIDDLESEX TPK-10	PERREAULT AVE	LAKE ST	\$106,724.00
		MIDDLESEX TPK-11	LAKE ST	MARSHALL ST	\$382,556.00
		MIDDLESEX TPK-12	MARSHALL ST	HOWARD AVE	\$114,176.00
		MIDDLESEX TPK-13	HOWARD AVE	PEARL RD	\$104,619.00
Chapter 90	TOWN-WIDE CRACK SEALING	TOWN WIDE			\$50,000.00
Chapter 90	TOWN-WIDE PATCHING	TOWN WIDE			\$50,000.00
Sewer/Ch 90	TOWN-WIDE STRUCTURE REPAIRS	STRUCTURE REPAIRS	TOWN WIDE		\$50,000.00
State TIP	MIDDLESEX TURNPIKE CONSTRUCTION YR 5	MIDDLESEX TPK	PEARL RD	TOWN LINE	\$35,000,000.00
State TIP	BOSTON RD NORTH CONSTRUCTION	BOSTON RD	RIVER ST	FLOYD ST	\$10,390,825.00
Total:					\$96,215,761.00

Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
2023					
DESIGN PROJECTS					
Other	STORMWATER MANAGEMENT	TOWN WIDE			\$60,000.00
CONSTRUCTION PROJECTS					
Chapter 90	ROADWAY MANAGEMENT	TOWN WIDE			\$1,000,000.00
Chapter 90	TOWN-WIDE CRACK SEALING	TOWN WIDE			\$50,000.00
Chapter 90	TOWN-WIDE PATCHING	TOWN WIDE			\$50,000.00
Sewer/Ch 90	TOWN-WIDE STRUCTURE REPAIRS	STRUCTURE REPAIRS	TOWN WIDE		\$50,000.00
State TIP	MIDDLESEX TURNPIKE CONSTRUCTION YR 6	MIDDLESEX TPK	PEARL RD	TOWN LINE	\$35,000,000.00
State TIP	LEXINGTON RD/GLAD VALLEY INTERSECTION CONSTRUCTION	LEXINGTON RD-01	GLAD VALLEY DR	BOSTON RD	\$1,423,312.00
Board of Appeals					\$150,000.00
					Subtotal: \$1,573,312.00
State TIP	YANKEE DOODLE BIKE PATH CONSTRUCTION	TOWN WIDE			\$10,102,215.00
	HOC SEWER PLANT DEMOLITION	OLD HOC SEWER PLANT			\$150,000.00
					Total: \$48,035,527.00

Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
2024					
DESIGN PROJECTS					
Other	STORMWATER MANAGEMENT	TOWN WIDE			\$60,000.00
CONSTRUCTION PROJECTS					
Chapter 90	ROADWAY MANAGEMENT	TOWN WIDE			\$1,000,000.00
Chapter 90	TOWN-WIDE CRACK SEALING	TOWN WIDE			\$50,000.00
Chapter 90	TOWN-WIDE PATCHING	TOWN WIDE			\$50,000.00
Sewer/Ch 90	TOWN-WIDE STRUCTURE REPAIRS	STRUCTURE REPAIRS	TOWN WIDE		\$50,000.00
	ANDOVER RD SIDEWALK	ANDOVER RD-04 ANDOVER RD-05 ANDOVER RD-06 ANDOVER RD-07 ANDOVER RD-08	POND ST BOYNTON LN LALIA LN PONDOVER RD ALLEN RD EXT	BOYNTON LN LALIA LN PONDOVER RD ALLEN RD EXT ALLEN RD	\$76,330.00 \$91,118.00 \$43,149.00 \$69,925.00 \$100,245.00 Subtotal:
					\$380,767.00
	WHIPPLE RD SIDEWALK	WHIPPLE RD-02	ANDOVER RD	BRITTANY LN	\$125,992.00
	NASHUA RD SIDEWALK	NASHUA RD-06 NASHUA RD-07	SIMONDS FARM RD CINNAMON DR	CINNAMON DR HEMLOCK LN	\$48,857.00 \$53,047.00 Subtotal:
					\$101,904.00
	CAMPBELL RD SIDEWALK TO PHR	CAMPBELL RD-01	CONCORD RD	DEAD END	\$102,547.00
	ED HAYES WAY SIDEWALK TO PHR	ED HAYES WAY	DEAD END	GLAD VALLEY DR	\$18,343.00
	TREBLE COVE RD SIDEWALK TO VVP CONSTRUCTION	TREBLE COVE RD-04 TREBLE COVE RD-05 TREBLE COVE RD-06 TREBLE COVE RD-07	NASHUA RD JUNIPER ST BRANDON ST RIO VISTA ST	JUNIPER ST BRANDON ST RIO VISTA ST DRIVEWAY	\$33,978.00 \$34,844.00 \$29,677.00 \$95,374.00

Town of Billerica, DPW Engineering Division
Roadway Management Program
Capital Plan

FUNDING	PROJECT	ROAD	FROM	TO	Total Cost
		TREBLE COVE RD-08	DRIVEWAY	PEQUOT ST	\$44,940.00
		TREBLE COVE RD-09	PEQUOT ST	GOLDENROD LN	\$84,512.00
		TREBLE COVE RD-10	GOLDENROD RD	UNKNOWN	\$90,043.00
		TREBLE COVE RD-11	UNKNOWN	GOLDENROD LN	\$36,671.00
		TREBLE COVE RD-12	GOLDENROD LN	UNKNOWN	\$32,847.00
				Subtotal:	\$482,886.00
	OLD ELM / TALBOT SIDEWALK	LOWELL ST-01	OLD ELM ST	COLSON ST	\$115,069.00
		OLD ELM ST-07	COLSON ST	TALBOT AVE	\$19,959.00
		OLD ELM ST-08	TALBOT AVE	TALBOT AVE	\$12,757.00
		OLD ELM ST-09	TALBOT AVE	WILSON ST	\$32,088.00
		OLD ELM ST-10	WILSON ST	FAULKNER ST	\$105,116.00
		TALBOT AVE-02	CIRCLE	CIRCLE	\$177,266.00
		TALBOT AVE-03	CIRCLE	OLD ELM ST	\$120,754.00
				Subtotal:	\$583,009.00
				Total:	\$3,005,448.00

Capital Improvement Cost Estimate Summary
All Schools
15 August 2012

Rank: 1=Immediate Concern 2=Requires Attention in Short Term 3=Will require ongoing maintenance but can wait												
Evaluation Criteria	Memorial HS	Hallenborg Ice Rink	Marshall MS	Locke MS	Ditson ES	Dutile ES	Hajjar ES	Kennedy ES	Vining ES	TOTAL	RANK	YEAR TO BE COMPLETED
1. Health, Safety & Welfare	\$50,902,028	\$480,069	\$6,675,839	\$3,640,754	\$94,070	\$555,345	\$3,035,437	\$2,239,720	\$1,534,628	\$69,157,890	x	xxxx
2. Code Compliance (not indicated previously)	\$14,760	\$18,450	\$103,800	\$48,092	\$0	\$340,532	\$96,420	\$29,520	\$29,520	\$681,094	x	xxxx
3. Functional Use of Building (address space use issues- educational impact)	\$12,068,858	\$2,462,718	\$955,544	\$2,109,278	\$474,981	\$2,485,845	\$2,714,009	\$2,384,250	\$5,481,852	\$31,137,335	x	xxxx
						*		*	*			
4. Handicap Accessibility	\$7,038,635	\$768,053	\$3,487,580	\$2,781,610	\$22,459	\$1,407,420	\$1,152,035	\$613,518	\$571,987	\$17,843,297	x	xxxx
5. Maintenance- Extending the Life of the Building	\$10,242,694	\$1,076,685	\$12,392,704	\$10,737,492	\$916,956	\$5,021,100	\$3,754,816	\$5,336,012	\$3,322,047	\$52,800,506	x	xxxx
6. Energy Efficiency- Energy and Water Saving	\$22,906,157	\$1,018,358	\$3,290,355	\$1,226,925	\$196,247	\$1,810,611	\$4,198,243	\$2,754,210	\$1,357,201	\$38,758,307	x	xxxx
7. Hazardous Materials	\$2,100,000	\$130,000	\$2,100,000	\$1,100,000	\$0	\$750,000	\$925,000	\$995,000	\$835,000	\$8,935,000	x	xxxx
TOTAL	\$105,273,132	\$5,954,333	\$29,005,822	\$21,644,151	\$1,704,713	\$12,370,853	\$15,875,960	\$14,352,230	\$13,132,235	\$219,313,429		
RANK	x	x	x	x	x	x	x	x	x			
YEAR TO BE COMPLETED	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx			
Overview Commentary:												
Note:												
1. The numbers noted are based on a number of assumptions, particularly Hazardous Materials abatement. When a renovation project with a specific scope of work is planned, testing of those materials planned to be touched should be conducted, and a more detailed estimate should be performed prior to targeting a budget for that project.												
2. Estimates shown above are intended to be "Project Costs", and include GC OH & P, Soft Costs and Contingencies												
3. * indicates the cost of replacing existing modulares is included												

DORÉ AND WHITTIER ARCHITECTS, INC.

PRELIMINARY Estimated Project Costs Summary										10/12/2012
Comprehensive Facilities Assessment & Master Plan Study										
Billerica, Massachusetts										
The following is a summary of Estimated Project Costs developed for the Billerica Public Schools Comprehensive Facilities Assessment & Master Plan Study. The options developed are conceptual in nature and therefore the estimated project costs are intended to provide a preliminary order of magnitude view at the potential project costs.										
Project costs consist of estimated site and building construction costs, design and construction contingencies, phasing, soft costs to cover the values of the design team, owner's project manager, investigative services, etc and fixtures, furniture and technology costs. The project costs presented are in current 2012 dollars and may need to be adjusted for inflation depending on future construction timeframes.										
Options:										
		Grades	Scope	Pop.	Estimated Costs	Comments				
Option 1: Repair										
Billerica High School		9 thru 12	CIP Only	1400	\$ 105,273,000	includes PK				
Locke Middle School		6 thru 8	CIP Only	621	\$ 21,644,000					
Marshall Middle School		6 thru 8	CIP Only	729	\$ 29,006,000					
Disson Elementary School		K thru 5	CIP Only	655	\$ 1,705,000					
Duttle Elementary School		K thru 5	CIP Only	262	\$ 12,371,000					
Hajjar Elementary School		K thru 5	CIP Only	479	\$ 15,876,000					
Kennedy Elementary School		K thru 5	CIP Only	409	\$ 14,352,000					
Parker Elementary School		K thru 5	No Work	500	\$ -					
Vining Elementary School		K thru 5	CIP Only	195	\$ 13,132,000					
				5250						
Hallenborg Hockey Rink					\$ 5,954,000					
Option 2: Redistrict										
Billerica High School		9 thru 12	Renovations	1400	\$ 169,260,000	includes PK				
Locke Middle School		6 thru 8	CIP Only	594	\$ 21,644,000					
Marshall Middle School		6 thru 8	CIP/Renov	756	\$ 30,369,000					
Disson Elementary School		K thru 5	CIP Only	612	\$ 1,705,000					
Duttle Elementary School		K thru 5	Renovations	262	\$ 16,486,000					
Hajjar Elementary School		K thru 5	Add/Renov	631	\$ 35,828,000					
Kennedy Elementary School		K thru 5	Renovations	300	\$ 20,625,000					
Parker Elementary School		K thru 5	No Work	500	\$ -					
Vining Elementary School		K thru 5	Renovations	195	\$ 14,329,000					
				5250						
Hallenborg Hockey Rink					\$ 5,954,000					
Option 2A: Redistrict II										
Billerica High School		9 thru 12	New	1400	\$ 132,031,000	includes PK				
Locke Middle School		6 thru 8	Add/Renov	594	\$ 54,999,000					
Marshall Middle School		6 thru 8	Add/Renov	756	\$ 62,228,000					
Disson Elementary School		K thru 5	CIP Only	612	\$ 1,705,000					
Duttle Elementary School		K thru 5	Renovations	262	\$ 16,486,000					
Hajjar Elementary School		K thru 5	Add/Renov	631	\$ 35,828,000					
Kennedy Elementary School		K thru 5	Renovations	300	\$ 20,625,000					
Parker Elementary School		K thru 5	No Work	500	\$ -					
Vining Elementary School		K thru 5	Add/Renov	195	\$ 20,349,000					
				5250						
Hallenborg Hockey Rink					\$ 5,954,000					

Appendix E
Union Contract



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

I.U.P.E. LOCAL 140

CLERICAL WORKERS CHAPTER

~~JULY 1 2019 TO JUNE 30, 2020~~

July 1, 2020 – June 30, 2023

ARTICLE 4

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PREAMBLE

This Agreement, is entered into by and between the Town of Billerica, Massachusetts, hereinafter referred to as the “Town”, and International Union of Public Employees, Local 40, hereinafter referred to as “I.U.P.E. 140”, to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service be rendered.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all the following employees of the Town:

All full-time and regular part-time Clerical Employees, including all secretaries and clerks, senior supervisors and data entry personnel employed by the Town of Billerica in the Police Department, Fire Department, Department of Public Works, Town Hall, Cemetery Department, Council on Aging including the Outreach Supervisor (Program Coordinator) and Recreation Department, excluding all persons holding appointed positions, and all managerial, confidential, and casual employees, and all other employees of the Town of Billerica.

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

1. To direct employees of the employer in the performance of their duties;
2. To hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause;
3. To maintain the efficiency of the operations entrusted to it;
4. To determine the methods, means and personnel by which such operations are to be conducted;
5. To 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 collective bargaining.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, subject to the provisions of collective bargaining.

ARTICLE 3 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1: Employees have, and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the I.U.P.E. Local 140. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union's views and positions to the public, to officials of the Town and the department, and to any other appropriate authority or official. The Town agrees it will not take disciplinary action against any employee except for just cause.

Section 2: The members of the Union bargaining committee, not to exceed four (4), three (3) negotiating members and the preceding past president, who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents and representatives and the I.U.P.E. Local 140, for the purposes of negotiating the terms of the contract or any supplements thereto.

Section 3: A Union officer or steward, not to exceed one (1), shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the Union officer or steward shall first request permission from his or her supervisor. Said permission shall not be unreasonably withheld.

Section 4: The Union shall keep the Town informed as to the names of its officers, stewards, and bargaining committee.

ARTICLE 4 - GRIEVANCE PROCEDURES

Section 1: The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. A grievance is defined as any dispute, claim or complaint involving the interpretation, application or alleged violation of any provision of this Agreement for disciplinary purposes of any employee represented by the Union.

Any member who is aggrieved shall file a written report giving the nature and details of the incident which led to his/her grievance with the Union's President or his/her designee. The report must be submitted within ten (10) calendar days of the date upon which the member knew of, or should have known of, the occurrence giving rise to the grievance.

Section 2: The Union President or his/her designee shall submit the grievance in writing to the Department Head involved, who shall make a serious effort to resolve the problem. In the event that the problem is not resolved to the satisfaction of the employee, the Department Head shall then submit his/her answer in writing to the Union President or his/her designee within seven (7) calendar days of its submission to him/her.

Section 3: If the employee is not satisfied with the Department Head's written report, he/she may have his/her grievance presented in writing to the Town Manager within seven (7) calendar days of the answer in Section 2.

Section 4: The Town Manager shall submit his answer in writing to the Union President or his/her designee and the employee(s) involved fifteen (15) days after receipt of the grievance.

Section 5: Where the times specified herein are not complied with by the Town, the Union may take the grievance automatically to the next Step; the parties may mutually agree in writing to extend any of the Time Limits specified in this procedure.

Section 6: If the employee is not satisfied with the written decision of the Town Manager, he/she may request Arbitration with the State Board of Arbitration and Reconciliation. At this stage, it shall be the Union's decision as to whether the grievance should proceed to Arbitration. If the Union's decision is in the affirmative, it shall request to select an arbitrator in accordance with its procedures.

Section 7: The Arbitrator's award shall be final and binding on the parties insofar as permitted by law. Only the fees and expenses of the Arbitrator shall be borne equally by the Town and the Union.

ARTICLE 5 - HOURS OF WORK

The regular work week for all employees covered by this Agreement shall remain as currently practiced to include a lunch period not to exceed one (1) hour, unless by mutual consent of the employees and the Town Manager.

All municipal work will normally be performed within prescribed municipal premises, unless by mutual agreement between any officer of the Union and the Department Head or where the lack of a municipal facility dictates otherwise.

ARTICLE 6 - SALARIES AND OVERTIME COMPENSATION

Section 1:

The wage scale for the bargaining unit positions shall be adjusted as follows:

~~Effective July 1, 2016 2% increase across the board~~

~~Effective July 1, 2017 2% increase across the board~~

~~Effective July 1, 2018 2% increase across the board~~

~~Effective July 1, 2019 — 2.8 Increase across the board~~

Effective July 1, 2020 2.3% Increase across the board

Effective July 1, 2021 2.1% Increase across the board

Effective July 1, 2022 2.1% Increase across the board

Section 2A: When an employee is promoted or upgraded, he/she will go to the closest step to his/her weekly salary, but will not receive less than a four (4) percent increase.

Section 2B: In the event a member of the bargaining unit currently in their final step for a year or more and an additional step is negotiated, the anniversary date for the member(s) will be July 1, of the effective date of the contract.

Section 3: Any permanent clerk temporarily filling in and performing a higher position shall be paid at his/her step in the grade of the higher position if performing the duties for five (5) consecutive days or more. This shall not be considered a promotion. A letter of intent from the Department Head with the approval of the Town Manager is required in order to pay the employee for working at the higher position.

Section 4: For clerical staff at the Board of Health, Planning Board Conservation Commission and Board of Appeals who have responsibilities for attendance at evening meetings, the Town will compensate those individuals for a minimum of four (4) hours at the employee's current rate times one and one-half (1 ½) for the meetings attended; compensation may be taken in the form of monetary payment or compensatory time, based on the employee's choosing. An employee who is working on Town approved overtime will be paid an \$8.00 meal allowance for each four (4) hour shift worked beyond their regular work schedule.

All other employees of I.U.P.E. Local 140 shall be compensated with overtime or compensatory time at one and one-half (1 ½) times for work performed beyond the normal work week at the sole discretion of the Department Head and approval of the Town Manager.

Upon the Department Head's request and prior approval of the Town Manager, employees of I.U.P.E. Local 140 who are required to work beyond the normal work week will be compensated with overtime pay at one and one-half (1 ½) time their hourly rate of pay or compensatory time at one and one-half (1 ½) times at the choice of the employee.

Section 4A: Any employee called back to work after having completed their assigned work and left their place of employment, and before their next regular starting time, shall be guaranteed a minimum of four hours pay at one and one-half (1 ½) times their regular pay on recall. This will also include staff that is responsible for attendance at evening meetings. This requires approval of the Town Manager.

Section 4B: Any employee who works a holiday shall receive in addition to their regular holiday pay an amount equal to one and one-half (1 ½) times their regular rate of pay for all hours worked, but in no case shall this be less than equal to four (4) hours worked at the above rate. If any employee is required to work the Fourth of July, Thanksgiving, Christmas or New Year's Day, in addition to their regular pay, they shall receive double their rate of pay for all hours worked. This requires approval of the Town Manager.

Section 5: The Town agrees to continue a longevity program for all employees covered by this Agreement that will be effective each year and payable on the employee's anniversary date of employment with the Town, based on the following schedule:

All employees hired after 7/1/1993, upon completion of five years of service, shall be paid longevity payments at a flat rate in accordance with the amounts listed below:

Upon completion of, and every year after five (5) years	\$1,200.00
Upon completion of, and every year after ten (10) years	\$1,900.00
Upon completion of, and every year after fifteen (15) years	\$2,700.00
Upon completion of, and every year after twenty (20) years	\$3,200.00
Upon completion of, and every year after twenty-five (25) years	\$3,900.00
Upon completion of, and every year after thirty (30) years	\$4,200.00

Any member having completed their full years of service shall have their longevity payment pro-rated at the appropriate rate upon separation.

Any member hired after 7/1/2003 who is not full time will have their longevity payment pro-rated at appropriate rate based upon their scheduled hours of work.

Those employees hired prior to 7/1/1993 shall upon completion of ten (10) years of service shall be paid longevity payments at a flat rate in accordance with the amounts listed below:

Upon completion of, and every year after five (5) years	\$1,200.00
Upon completion of, and every year after ten (10) years	\$1,900.00
Upon completion of, and every year after fifteen (15) years	\$2,700.00
Upon completion of, and every year after twenty (20) years	\$3,848.00
Upon completion of, and every year after twenty-five (25) years	\$4,108.00
Upon completion of, and every year after thirty (30) years	\$4,434.00

Section 6: While on Jury Duty, an employee shall receive the amount equal to the difference between his/her compensation and the amount, excluding travel time, received from the Court. The employee shall be responsible for providing documentation of Jury Duty from the Court.

Section 7: The parties agree to reopen this article of the Agreement if, during the life of this Contract, for the limited purpose of negotiating wage increases, any non—school bargaining units receive a signing bonus.

ARTICLE 7 – VACATIONS

Section 1: Vacation leave shall accrue to all employees covered by this Agreement pro-rated according to the normal number of hours worked per week, in the pay status on the following basis:

Group I	12 months to 5 years	10 days
per year		
Group II	5 years to 10 years	15 days per
year		
Group III	More than 10 years	20 days per
year		
	After 15 years	Five (5)
weeks		

Section 2: Vacation accrual for those employees with twelve (12) months of permanent employment or less shall be at the rate of five-sixths (5/6) of a day per month.

Section 3: After twelve (12) months permanent employment with the Town, vacation accrual shall be totaled at the beginning of each fiscal year. This provision will not apply if an employee retires or leaves the employ of the Town prior to the end of the fiscal year. In the event an employee terminates his or her employment with the Town at any time prior to the end of the fiscal year, vacation time shall be that time accrued to the date of termination.

Section 4: Vacation leave must be bid a minimum of thirty (30) days prior to taking vacation leave and shall be bid on a seniority basis.

Section 5: Vacation leave may be accumulated only up to a maximum of forty (40) days.

Section 6: Upon separation of employment from the Town, an employee or their beneficiary will be paid the portion of unused accrued vacation leave, not to exceed forty (40) days, as the circumstances indicate.

Section 7: The minimum charge for vacation leave shall be three and three-quarters (3.75) hours.

Section 8: Department Heads are responsible for identifying all pay for vacation leave on the payroll in which the vacation occurs. Vacation leave may be granted without prior notice in cases of emergency, only at the discretion of the Department Head.

Section 9: If a designated holiday falls on, or is legally observed on, a day when an employee is on vacation leave, another day during the employee's regular tour of duty shall be granted in lieu thereof.

ARTICLE 8 – HOLIDAYS

Section 1: All employees covered by the Agreement shall be paid one (1) day at their normal daily rate of pay, in accordance with the present practice, for all designated holidays (12) listed below which fall on/or are observed on regularly scheduled work days. Holidays falling on Sunday shall be observed on the following Monday and holidays falling Saturday shall be observed on the previous Friday.

January 1 st	Memorial Day	Labor Day
President's Day	July 4 th	Columbus Day
Patriot's Day	Veteran's Day	Martin Luther King Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

Section 2: Any employees on leave of absence will not be eligible for holiday pay falling within the period covered by leave of absence.

Section 3: 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. This paragraph is not intended to alter Section 2 in any way.

Section 4: When a holiday occurs during an employee's vacation, an extra day of vacation shall be allowed.

Section 5: Release time for the day before Christmas, the day before New Year's Day, and the day before Thanksgiving Day will be a half workday.

ARTICLE 9 - SICK LEAVE

Section 1: All employees covered by this Agreement, after twelve (12) months permanent employment for the Town, shall be allowed by the head of his/her department sick leave with pay for a period of fifteen (15) days during each fiscal year; accumulation to be unlimited.

Section 2: Any permanent employee, working twelve (12) months or less may be granted sick leave with pay at the discretion of the Department Head at an accrual rate of one and one quarter (1 ¼) days per month.

Section 3: All employees covered by this Agreement, upon request of the Department Head or their designee, shall provide a medical certificate if, in the Department Head's opinion, use of sick time is being abused. All employees must provide a medical certificate of sick leave use in excess of three (3) consecutive days before returning to work.

Section 4: An employee who is incapacitated for duty should report his/her illness at the beginning of the scheduled tour of duty. The employee should advise of the approximate date that he/she will be able to return to duty.

Section 5: Employees shall be compensated in cash in an amount equal to a maximum of seventy (70) days for any accumulated unused sick leave when they are separated from employment as a result of retirement or death. The amount of payment for all unused sick leave shall be calculated at their current rate of pay regardless of title, at the time of retirement or death. Employees having less than seventy (70) days accumulated sick leave at the time of their retirement or death shall receive payment as stated above only for the number of sick leave days accumulated.

Section 5A: A yearly bonus shall be paid in July for non-use of sick leave for the prior fiscal year:

0 Days	\$1,000	1 Day	\$400
2 Days	\$ 200	2+ Days	\$ 0

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

Section 6: If an employee of the Town in good standing after completion of five (5) years of continuous service resigns, said employee shall receive payment equal to seventy-five (75) percent of accumulated sick leave calculated at the employees rate of pay in effect at the time of resignation (up to seventy (70) days maximum sick leave).

Section 7: Sick Leave Bank

Each unit member shall be asked to contribute one or more of his/her accumulated sick days to a sick leave bank. Employees may not contribute if, on any July 1, the bank has more than 270 days.

Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Committee consisting of three persons designated by the Union and two persons designated by the Town. Withdrawals will be made for no more than 20 day increments.

Eligibility for withdrawals:

- a. Employed for one year
- b. Verified illness or injury per Article 9, Section 3
- c. Continued observance of physician's orders and all steps leading to recovery.

All decisions by the Committee are final and binding and not subject to reversal by any party. Records of bank deposits and withdrawals shall be kept by the person on the Committee selected by the Committee.

Section 8: Sick Leave Abuse

An employee shall be considered having established a pattern of sick leave abuse when more than five (5) sick days are taken before or after days off including weekends. A pattern of sick leave abuse will also be established when an employee uses five (5) sick days on the same day of the week.

Employees who have established a pattern of sick leave abuse may be subject to disciplinary action to include, but not be limited to, nonpayment for sick days in the current contract year.

ARTICLE 10 - BEREAVEMENT LEAVE

Section 1: Employees shall be granted five (5) working days with no loss of pay or benefits upon the death of the following: mother, father, mother-in-law, father-in-law, spouse, child, stepchild (whether biological or adopted), brother, sister, grandparent, grandchild, or any other relative residing with the employee. Employees shall be granted three (3) working days with no loss of pay or benefits upon the death of the following: aunt, uncle or other in-law.

ARTICLE 11 - PERSONAL LEAVE

Section 1: On completion of twelve (12) months permanent employment in the Town, employees shall be granted three (3) days personal leave each year for the purpose of conducting personal business which cannot be conducted outside of working hours.

Section 2: The Town Manager may grant an employee in good standing a leave of absence pursuant to M.G.L. Chapter 31, Article XII.

Section 3: Upon retirement, an employee will ***not*** be paid for any unused personal days.

ARTICLE 12 - FAMILY LEAVE AND MEDICAL ACT

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

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

While I.U.P.E. 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. The use of this section will not count towards the sick leave bonus in Article 9, Section 5A.

ARTICLE 13 –MISCELLANEOUS

Section 1: Bid Procedure

It is mutually agreed and made a condition of this Agreement that a procedure is hereby established to provide employment opportunity for employees (except temporary) covered by this Agreement. The Town shall post at each department in the bargaining unit, notice of additional permanent positions established in any department with this bargaining unit as a result of increase of work force covered by this Agreement or any vacancies therein. Such postings shall notify the employees of employment opportunities ten (10) days prior to selection and shall contain the job qualifications and requirements; and, as hereinafter defined, any regular employee or regular part-time employee covered by this Agreement may bid thereon. Preference first shall be given to the employee who meets the qualifications of the position. Selection shall be made from a list of the top three (3) qualified candidates. In the event employees within the bargaining unit are not desirous of bidding for the vacancy, or in the event that in the judgment of the Town, there is no qualified employee within the bargaining unit, consideration will then be given to applicants not in the bargaining unit. However, the Town shall be the sole judge of qualifications of the applicants. Applicants for the position will be interviewed and the right of selection by the Town will not be exercised in an arbitrary manner.

Section 1A: Clerical Pool

In the event of an emergency and if after consultation with a Department Head and the President of the Union, it is determined by the Town Manager that the additional short term assistance is required in a department, he may assign a member or members of the unit to assist in a defined task for a specific period of time after consultation with the Union President and the Department Head.

In all such instances, the Town will make every effort to assign employees to a task consistent with their current duties and salary. It is not the intention of this Article to either increase or decrease the weekly salary of any unit member. This in no way affects Article 6, Section 3 of this Agreement.

Section 2: Clarification

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

The employee shall receive a 10% salary increase at age 62 but before age 64; a 15% salary increase at age 55 but before age 62. This increase shall be paid for his/her last 12 months of service in his/her weekly salary increments. They must notify the department in writing of their anticipated date of separation a year in advance.

An employee who continues employment beyond the twelve (12) month period of their anticipated separation date shall have his/her salary deducted at the same rate it was increased.

B) 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 (10) 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 shall not exceed three (3) consecutive years selected by the employee. During the period of time that the employee is designated as “Senior” they shall receive a base salary increase of 6% above what their annual salary would have been that year. In addition, during the period of time that each employee is designated “Senior” they will be required to provide a doctor’s certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days in a year if requested to do so by the Town.

Employees will be designated as “Senior” only once in their career and for only one (1) three-year period. An employee who requests to be designated as “Senior” under this section will forever forfeit his/her rights to sick leave buy back. Also any such employee will not be eligible for Sick Leave buy back as outlined under Article 9, Sections 5 and 6, nor will they be eligible for the Retirement Incentive benefits outline in Article 12, Section 2. Finally when an employee requests “Senior” status it is an irrevocable decision regardless of whether or not the employee completes three (3) years of service from the date of request.

Section 3: An approved departmental transfer shall take effect within thirty (30) days, unless by mutual agreement between the Union and the Town Manager.

Section 4: The employer shall allow the employees the use of any municipal building for two (2) hours during work hours with a limit of three (3) such meetings a year, for the purpose of conducting Union meetings. The Union meetings are to be determined by the availability of such buildings.

Section 5: All accumulated sick leave and remaining personal leave and vacation leave and compensatory time, shall be posted in a conspicuous space in each department on a monthly basis. Each Department Head shall be responsible for the posting and accuracy of said list.

Section 6: Step raises shall be granted when due by the submission of proper documentation to the Town Manager no later than thirty (30) days prior to the effective date of said step raise. Step raises shall be granted on the anniversary date of the employee’s hire. For promotions, step raises shall be granted on the anniversary of the date of promotion for full and for part time help. The Town Manager shall inform the Department Head if the documentation is improper and/or incomplete within seven (7) days of its receipt by said Manager.

If documentation is determined to be incorrect, improper or incomplete, the Department Head shall make such corrections as are necessary and resubmit proper documentation within five (5) working days. In such an instance, the Personnel Board shall attempt to approve said step raise so that the raise

be paid in the pay period following the employee's anniversary date, if possible, but no later than thirty (30) days following the resubmission of proper documentation.

Section 7: Department Heads shall submit recommendations for upgrades and/or reclassifications to the Town Manager on the basis of merit, and/or increase in responsibility, work load, or vacancies. Upon submission of proper documentation to the Town Manager containing justification by his determination for said upgrading or reclassification, approval or rejection of said request shall be made within thirty (30) days of its submission.

Employees may submit requests for upgrades and/or reclassifications to their respective Department Head. Such request shall be accompanied by appropriate documentation substantiating the request. The Department Head shall submit the request to the Town Manager within fifteen (15) days of its submission with a recommendation to either approve or reject said request. Approval or rejection of the request shall be made within thirty (30) days of its submission to the Town Manager.

An employee covered under this Agreement must remain in the hired grade a minimum of one (1) year from their initial date of employment before being promoted to a higher classification.

ARTICLE 14 -LAYOFF, CUTBACK, ETC.

All employees covered by this Agreement who may be affected by phase-out, layoffs, cutbacks or any austerity move, shall be first considered for rehire when openings occur within the Town, by seniority within classification and title.

Seniority shall be defined as continuous, uninterrupted service with the Town of Billerica in an I.U.P.E Local 140 Clerical Bargaining Unit position calculated from the date of hire.

The Town has added language to be more consistent with Civil Service laws.

Layoff Procedure

When the Union and the employer have agreed that layoffs are the appropriate method to accomplish a reduction in the level of services, layoffs shall be accomplished in accordance with the following procedure:

1. Bargaining unit employees shall be laid off within rank/title, regardless of department, in inverse order of seniority.
2. A laid off employee shall have the right to bump less senior employees in different titles, with the same rank/grade, within the bargaining unit, provided the laid off employee possesses the minimum qualifications for the position into which he/she wishes to bump. Employees shall be bumped in inverse order of seniority.
3. If there are no positions into which a laid off employee can bump in accordance with paragraph 2 above, a laid off employee shall have the right to bump employees in positions with different titles, in a lower rank/grade, within the bargaining unit, provided the laid off employee possesses the minimum qualifications for the position into which he/she wishes to bump. Employees shall be bumped in inverse order of seniority. Laid off employees exercising bumping rights under this paragraph shall be allowed to bump into the highest lower rank/grade, with a less senior employee, for which the laid off employee possesses the minimum qualifications.
4. Employees displaced by other I.U.P.E. Local 140 employees exercising their bumping rights hereunder shall themselves be considered to be laid off and shall have bumping rights in accordance with the procedures here in above.
5. Laid off employees shall have recall rights for five (5) years. No vacancy in a position that can be filled by an employee on a recall list shall be filled in any manner except through the

recall list as long as there is an employee with recall rights willing to accept the position. Employees shall have recall rights to the position from which they were laid off and to any position that if vacant at the time of layoff they would have had bumping rights under the procedures here in above.

In the event of a layoff, those persons shall be entitled to be paid for all unused sick leave and all vacation and personal days to which they are entitled as of the layoff date.

Upon rehire, those persons shall return at the same salary step and longevity status which they had attained prior to the layoff, and their time in service shall continue as though there had been no break in service.

ARTICLE 15 - DUES DEDUCTIONS

Section 1: The Town agrees to deduct Union dues from the employees who have signed membership forms and who have authorized such deductions in writing, and mail said dues, with a list of employees from whom dues have been deducted, to: I.U.P.E., Local 140, 7 Technology Drive, Chelmsford, MA 01824.

Section 2: All employees covered by this Agreement whose monthly dues are not being paid by authorized deductions shall be required as a condition of employment to make payment on/or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, an Agency Service Fee to the Union.

Section 3: An employee may consent in writing to the authorization of the deduction of a political education fund fee from their wages and to the designation of the Union as recipient thereof. Such consent shall be on a form acceptable to the Town and shall contain the signature of the employee. An employee may withdraw their political education fund fee authorization by giving at least sixty (60) days' notice in writing to the Town.

ARTICLE 16 – WELFARE

It is recognized that medical, dental and other insurance benefits are to be maintained in accordance with State and Federal guidelines and laws. The Town shall contribute towards the premium cost at the existing rates consistent with other Collective Bargaining Agreements.

Reactivate employees Insurance Advisory Committee.

ARTICLE 17 – EDUCATION

Section 1: With prior approval of the Town Manager and the Department Head, the Town will reimburse up to \$1,000 per year to an employee for Tuition Reimbursement for work related courses at an accredited college or university in which the employee receives a “C” or better, or in the case of pass/fail, a pass.

Section 2: The employer shall make available at least fifteen (15) hours of in-house training and refresher courses for each employee each year. Examples of areas of training are, but not limited to, the following: Microsoft, Munis and Outlook.

ARTICLE 18 – DURATION

This Agreement shall be in full force and effect from July 1, 20~~20~~¹⁹ through June 30, 202~~30~~³⁰, and shall continue year to year thereafter, unless either party submits a written notice to the other party indicating a desire to negotiate changes or provisions. The notice indicating such desire shall be served at least sixty (60) days prior to June 30 of any contract year. The Contract shall remain in effect until said changes or revisions have been agreed upon.

ARTICLE 19 - JUST CAUSE

No employee covered by this Agreement shall be discharged for any reason other than for just cause.

ARTICLE 20 - PROBATIONARY PERIOD

Following their original appointment to the Town of Billerica as a permanent full time employee, a person shall perform the duties of such position on a full time basis for a probationary period of one hundred eighty ~~ninety~~ (180~~90~~) work days before they shall be considered a full time tenured employee in such position except as otherwise provided by Civil Service rule.

If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by them is not satisfactory to the appointing authority, he/she may at any time after such person has served thirty (30) days and prior to the end of such probationary period, give such person a written notice to that effect, stating in detail the particulars wherein his/her conduct or capacity or the character or quality of his/her work is not satisfactory, whereupon his/her service shall terminate. In default of such notice, such person shall be deemed to be a tenured employee upon the termination of such period.

The probationary period of an employee shall not be deemed to be interrupted by his temporary appointment pursuant to Article 6 to a position in a higher title in the same departmental unit.

ARTICLE 21 - UNION BUSINESS

Section 1: Subject to prior notice to the employer, Union staff representatives shall be given access to the premises of the employer for the performance of official Union business. Request for such access must be made in advance to the employer. The employer shall not unreasonably, arbitrarily or capriciously deny such access.

Section 2: Subject to prior approval of the employer, a Union Steward shall be given time off without loss of pay for the investigation, processing, and arbitrating of grievances and other aspects of contract administration in the amount of no more than three (3) hours per week, and no more than twelve (12) hours per month.

Section 3: Subject to prior approval of the employer, Union Officers shall be given leaves of absence without loss of wages, benefits or other privileges to attend meetings, conventions and executive board meetings of the local, city, state, regional, and parent organizations in the amount of three (3) days per fiscal year. Requests for such leave will be made, in writing, to the employer. The employer shall not unreasonably, arbitrarily or capriciously deny such leave.

ARTICLE 22 - SOCIAL MEDIA POLICY

The parties agree to a social media policy as attached.

ATTACHMENT A - NOTIFICATION OF PROPOSED RETIREMENT AND AUTHORIZATION FOR PAYROLL ADJUSTMENT

I, _____, an employee of the Town of Billerica, hereby notify the Billerica Town Manager of my intention to retire on _____, and hereby request payment of any retirement incentive due me pursuant to the Memorandum of Agreement dated September 11, 1987 between the Town of Billerica and NAGE Local RI-236.

If I receive payment in any form of the retirement incentive between this date and my proposed retirement date, I hereby authorize the Town of Billerica to deduct from my weekly wages or salary an amount, after my proposed retirement date, equaling the total amount of retirement incentive paid to me.

SIGNED: _____ PROPOSED RETIREMENT DATE:

EMPLOYEE NAME: _____ BIRTH
DATE: _____

DATE: _____

ATTACHMENT B

The I.U.P.E Local 140 has agreed to accept the Town's changes to the employee's health co-pays as follows:

Doctor's Visit would be increased from \$5.00 to \$10.00

Emergency Room Visit would be increased from: \$25.00 to \$100.00

I.U.P.E has further agreed not to file an unfair labor practice in connection with this change.

The IUPE Local 140 has agreed to accept the Town's change to a biweekly pay system. The Town has agreed to provide financial counseling to any employee that would like assistance in this change and that the change will occur when the employee would receive three checks. This change will only occur if all other bargaining units within the town accept the change.

I.U.P.E.								
Clerical Salary Schedule effective July 1, 2020								
2.3%								
Title		Step # 1	Step # 2	Step # 3	Step # 4	Step # 5	Step # 6	Step # 7
Weekly								
Head Administrative Clerk	Grade One	\$990.23	\$1,029.84	\$1,071.03	\$1,113.87	\$1,158.43	\$1,204.76	\$1,252.95
		\$26.4061	\$27.4624	\$28.5607	\$29.7033	\$30.8914	\$32.1270	\$33.4121
Head Clerk, C/A Program Coordinator	Grade Two	\$886.07	\$921.52	\$958.38	\$996.71	\$1,036.58	\$1,078.03	\$1,121.16
		\$23.6285	\$24.5738	\$25.5568	\$26.5789	\$27.6421	\$28.7476	\$29.8976
Principal Clerk, COA Volunteer Coordinator	Grade Three	\$807.90	\$840.22	\$873.84	\$908.79	\$945.14	\$982.94	\$1,022.26
		\$21.5440	\$22.4059	\$23.3023	\$24.2343	\$25.2036	\$26.2118	\$27.2601
Senior Clerk	Grade Four	\$772.46	\$803.36	\$835.49	\$868.90	\$903.67	\$939.81	\$977.40
		\$20.60	\$21.4229	\$22.2798	\$23.1708	\$24.0977	\$25.0617	\$26.0641



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

Service Employees International Union

Administrative Union

Local 888, SEIU, AFL-CIO

July 1, 20~~20~~¹⁹ – June 30, 202~~2~~³⁰

ARTICLE 6

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ARTICLE 1 – RECOGNITION

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

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

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

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

Article 2 – Union Rights and Representation

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

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

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

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

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

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

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

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

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

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

I hereby authorize my Employer to deduct from my pay the sum of \$_____ for each month and to forward that amount every six (6) months to SEIU, Local 888 COPE Fund. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COPE Fund Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

Date

Signature

Article 3 – Grievance Procedure

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

3.2 Step One – A grievance shall be first presented to the employee's immediate supervisor. The grievance shall be presented in writing and state the contract provision(s) violated within ten (10) working days of the date of the grievance or knowledge of its occurrence. If the matter is not resolved within fourteen days of its presentation, it may be processed at Step Two for resolution.

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

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

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

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

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

Article 4 – Layoff/Recall

4.1 Employees shall have seniority rights in their specific classification according to date of hire in that classification, subject to the prevailing provisions of M.G.L. Chapter 31, dealing with layoff and recall rights, if applicable.

4.2 In the event of a layoff or a reduction of hours, part time employees shall be laid off or reduced before any full time employees in a particular classification.

4.3 An employee, who is reduced in hours or laid off, shall be placed on a recall list.

4.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

4.5 In the event of a layoff, affected employees shall be entitled to be compensated for all unused sick leave and all vacation days to which they are entitled as of the layoff date. Employees qualified for longevity shall receive a payment prorated for the amount of service rendered since their last anniversary date.

Article 5 – Holidays

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

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

All Employees covered by this agreement will be released at half (1/2) day; the day before Thanksgiving, the day before Christmas and New Year's Eve.

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

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

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

Article 6 – Personal Days

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

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

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

Article 7 – Longevity

7.1 Effective FY 17 (July 1, 2016) there shall be an annual incentive pay for longevity, paid in a lump sum in the pay period following the employee's anniversary date according to the following schedule:

At the completion of five (5) years of service	\$1,650.00
At the completion of ten (10) years of service	\$2,100.00
At the completion of fifteen (15) years of service	\$2,800.00
At the completion of twenty (20) years of service	\$3,300.00
At the completion of twenty-five (25) years of service	\$3,800.00
At the completion of thirty (30) years of service	\$4,100.00

7.2 Effective FY20 Longevity will be pro-rated upon retirement or resignation. This pro-ration does not apply to employees who have been terminated.

Article 8 – Vacation

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

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

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

than five (5) years of service but less than ten and the fourth week of leave earned for ten (10) years of service of more:

8.3 An employee may carry over up to forty (40) days' vacation from one fiscal year to the next fiscal year. Any vacation time that exceeds forty days at the end of the fiscal year will be lost. Cash compensation upon separation or termination of employment shall be in accordance with Section 8.7.

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

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

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

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

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

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

Article 9 – Bereavement

9.1 All unit members shall be granted bereavement leave. Notice must be provided to the Town Manager regarding such leave.

9.2 Such leave shall not be charged as sick or vacation time.

9.3 Bereavement leave shall be prorated according to the employee's normal, established weekly work schedule.

9.4 The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse, domestic partner or child of the employee or the employee's spouse. Domestic partnership status may be granted at the discretion of the Town Manager.

9.5 The employee shall be granted three (3) business days without loss of pay or benefits for the loss of grandparent, grandchild, brother, sister, mother/father-in-law of the employee or the employee's spouse and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.

9.6 The employee shall be granted two (2) business days of bereavement leave in the event of the death of: brother/sister-in-law, aunt, uncle, niece, nephew and cousin.

9.7 There shall be no distinction of foster, step or half relatives in the granting of bereavement leave.

9.8 The employee may be granted an additional three (3) business days or other time necessary as determined and approved by the Town without the loss of pay or benefits with the approval of the Town Manager. Such additional time shall be granted only in cases where significant travel (outside the New England states) is required and/or in extreme and extenuating circumstances made known to the Town Manager or his/her designee.

Article 10 – Retirement Option

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

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

The employee shall receive a 15 percent (15%) salary increase after age 55 and if they make the proper notification on or before age 62 and their separation date is on or prior to age 63, this increase shall be paid for his/her last twelve (12) months of service in his/her weekly salary increments. They must notify the department in writing of their anticipated date of separation a year in advance. An employee who continues employment beyond the 12-month period of their anticipated separation date shall have his/her salary deducted at the same rate it was increased.

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

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

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

10.5 The Retirement Option percentage salary increase shall apply to sick and/or vacation leave buy back of all employees who are members of the bargaining unit as of November 14, 2014 (provided the Retirement Option is properly elected and that all other contractual requirements – date of retirement, etc. – are complied with). The Retirement Option percentage salary increase for sick and/or vacation leave buy back shall not apply to any bargaining unit members hired after November 14, 2014.

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

11.1 The Town agrees to compensate all employees who are required by statute, job and employment qualifications and requirements, or any combination thereof, to maintain active and “in good standing” status for such certification and/or license requirements. It is expressly understood that employees shall address requests for such compensation to the Town Manager (including information about fees, tuition, and related expenses) for prior approval. Further, it is expressly understood that employees shall provide the Town Manager with copies of said certifications or licenses upon receipt. Prior approval is required by the Town Manager.

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

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

Article 12 – Military Duty/Military Service

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

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

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

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

Article 13 – Jury Duty

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

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

Article 14 – Mileage/Car Allowance

Mileage: **Effective July 1, 2016**, \$440.00 divided by 22 days for a daily rate of \$20.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.

Mileage: **Effective July 1, 2017**, \$462.00 divided by 22 days for a daily rate of \$21.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.

Mileage: **Effective July 1, 2018**, \$484.00 divided by 22 days for a daily rate of \$22.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.

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

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

OPTION 1

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

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

The Specified Rate of Mileage Reimbursement is as follows:

\$396.00/mo = \$18 per day – 22 days per month

OPTION 2

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

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

Grandfathered employees are:

~~Richard Berube~~

David Lenzie

Phavy Pheng

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

Article 15 – Insurance

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

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

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

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

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

Article 16 – Maternity, Adoption and Family Leave

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

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

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

16.4 Union members who are taking Family Medical Leave for issues related exclusively to the employee must use accrued sick and vacation time simultaneous to their FMLA benefits. Union members who are taking Family Medical Leave for issues related to eligible family members must use accrued vacation time simultaneous to the FMLA benefits.

Article 17 – Sick Days and Sick Leave

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

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

17.3 Any employee, hired prior to March 19, 2014 terminating his/her employment with the Town under the conditions of separation, retirement or death, shall receive compensation in cash in an amount equal to a maximum of seventy (70) days for any unused, accrued sick days. However, employees hired after March 19, 2014 will receive no payment for any unused accrued sick leave.

17.4 Paid sick leave shall be considered as time worked.

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

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

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

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

17.9 Sick Leave Abuse

“If an employee calls out sick: (1) before or after a holiday and weekend more than four (4) times or (2) an employee uses more than four (4) sick days taken on the same day of the week

within the last twelve (12) months, management shall set up a meeting with the employee to discuss whether or not there is a pattern of sick leave abuse. At this meeting, the employee shall be informed of any FMLA/ADA rights and provided documentation if relevant. "Family Leave Time" will not be included in the determination of sick leave abuse. If no reasonable justification or documentation can be provided by the employee after six (6) absences in either of the above-mentioned categories, a follow-up meeting may be scheduled at which time management may determine a pattern of sick leave abuse. If a pattern of sick leave abuse is determined, the employee may be subject to disciplinary action to include, but not be limited to, non-payment for non-justified sick days for the remainder of the contract year."

17.10 Family Leave Time

Employees may convert five (5) sick days per year to "family leave time". Family leave time may only be used for family medical situations.

Time taken as family leave will count as sick time for determining eligibility for sick leave bonuses. 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.

17.11 Sick Leave Incentive:

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

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

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

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

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

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

Article 18 – Sick Leave Bank

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

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

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

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

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

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

- a) have been employed for at least one 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;
- d) be willing to take all reasonable steps necessary to make a full recovery and prevent a recurrence of the disability including continued treatment for problems contributing to the disability.

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

Article 19 – Leave of Absence

19.1 All employees may be granted a leave of absence.

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

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

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

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

Article 20 - Workers' Compensation

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

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

Article 21 – Work Week

21.1 The work week for full time employees with the exception of DPW employees (excluding Town Engineer) covered by this bargaining unit shall be defined as five (5) consecutive seven and one-half (7 ½) hour days, Monday through Friday. DPW employees work week shall consist of one eight (8) hour day excluding a one-half (1/2) hour unpaid lunch.

21.2 The normal established work week, in accordance with #1 above, shall consist of seven and one-half (7 ½) or for DPW employees eight (8) consecutive hours within the twenty-four (24) hour period. Exceptions and variations would apply only in situations that are specified as a condition of employment or have been mutually agreed upon by the Union and the Town.

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

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

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

~~21.5 The Town agrees to establish a flextime schedule for bargaining unit members upon agreement of both the employee and the Town. Said schedule will be for a six month trial basis. At the end of six (6) months, the flextime schedule may continue if mutually agreed upon by the parties.~~

21.6 If an employee of the bargaining unit is called to work beyond the normal work week as a result of weather-related and/or operational emergencies, with the approval of the Director of Public Works for D.P.W. employees, and the Town Manager for all other bargaining unit members, said employees shall be paid at one and one-half (1 ½) times their rate for a minimum of four (4) hours or for the hours actually worked, whichever is longer. D.P.W. employees assigned as Plow Route Supervisors shall be paid at the rate of time and one-half (1 ½) for all overtime performing these duties.

21.7 Employees who are required to conduct inspections outside of normal business hours shall be compensated at a rate of one and one-half (1 ½) times at a four (4) hour minimum the applicable hourly rate of pay provided the following conditions are met:

1. There must be a specific request by a resident, business or contractor for an inspection outside of normal business hours.
2. The required form must be completed by the resident, business or contractor outlining their request and the reasons the inspection is to be performed outside of normal business hours.
3. The form must be submitted to the Department Head for review and approval. Once the Department Head has reviewed the request, it must be submitted to the Town Manager, or in his absence, to his designee, for review and approval.
4. If the form is not approved by both the Department Head and the Town Manager, or designee, the request is denied and the inspection must take place during regular business hours.

Article 22 – Personnel Records

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

22.2 Such records may be reviewed, and copied at the employee's expense.

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

A copy of any derogatory information relating to any employee shall be given to the employee prior to such information being placed in the employee's personnel file.

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

Article 23 – Clothing Allowance

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

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

23.3 \$250 to be provided for eligible employees, for uniforms shirts/pants to be purchased through the Department Head. Employees utilizing this uniform allowance must wear a uniform that indicates they are an employee of the Town of Billerica. \$200 to be provided for eligible employees, for protective clothing, equipment, and footwear each year, to be purchased through the Department Head.

Departments eligible for closing allowance are:

Building
Health

Conservation
Animal Control

Town Engineer
D.P.W. Superintendent
Assessors

Article 24 – Separation of Employment

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

- Sick days per Article 17
- Vacation days per Article 8
- Longevity per Article 7
- Personal Days per Article 6
- Car Allowance per Article 14
- Tuition and or licensing fees per Article 11

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

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

Article 25 – Severability

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

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

Article 26 – Duration

26.1 This agreement shall be effective on July 1, 20~~2019~~ and continue in full force and effect for a three (3) year period, expiring on June 30, 202~~30~~.

26.2 Negotiations for a successor agreement shall commence no later than January 20, 202~~30~~.

Article 27 – Wages

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

The wages for each of the bargaining unit positions shall be adjusted according to the following:

~~July 1, 2016 2% increase~~

~~July 1, 2017 2% increase~~

~~July 1, 2018 2% increase~~

~~*Wages for July 1, 2016 will be paid retroactively.~~

~~July 1, 2019 2.8% Increase~~

~~July 1, 2020 2.3%~~

~~July 1, 2021 2.1%~~

~~July 1, 2022 2.1%~~

Step Realignment:

The Current minimum Step 1 and Step 2 are removed from the wage scale and replaced as follows (for the purpose of the current step refer to steps as of July 1, 2015).

Current Step 3 becomes Step 1

Current Step 4 becomes Step 2

Current Step 5 becomes step 3

Current Step 6 becomes Step 4

Current Step 7 becomes Step 5

Salary Schedules are attached at the back of the contract.

Article 28 - Management Rights

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

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

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

The Town and Union acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands on proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement Therefore, the town and Union, for the life of this agreement each voluntarily and unqualified waive the right and each agree that the other will not be obligated to bargain collectively with respect to any

subject matter referred to or covered in this agreement, except insofar as required in fulfillment of managements obligations under Massachusetts General Law or any other applicable regulation.

Article 29 - Probationary Period

Following their original appointment to the Town of Billerica as a permanent full time employee, a person shall perform the duties of such position on a full time basis for a probationary period of one hundred and ~~twenty~~ eighty (~~18020~~) working days before they shall be considered a full time tenured employee in such position except as otherwise provided by civil service rule.

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

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

Article 30 - Drug Testing

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

I. DRUG TESTING BASED ON REASONABLE SUSPICION

A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by an employee's supervisor.

B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:

- (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
- (2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
- (3) Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
- (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
- (5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as law enforcement agencies.
- (6) Involved in an accident with "accident" being defined as an unplanned, unexpected and unintended event which:
 - (a) occurs on Department property, on Department business or during working hours; and
 - (b) initially appears to have been caused wholly or partially by an employee; and
 - (c) results in either:
 - (i) fatality;
 - (ii) any injury requiring medical treatment away from the scene of the event or
 - (iii) damage to property in estimated to be in excess of \$20,000.00

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

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

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

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

(E) Appeal of Decision to Test Under "Reasonable Suspicion".

1. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Town Manager at the time a specimen is provided by the employee. The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject to protest and this by the Supervisor. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.

2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Town Manager shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Town Manager. The employee and the Union shall have the right to refute any of the reasons articulated.

3.

4. Should the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Town Manager, who shall notify the employee in question of the results.

5. Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith,

II. Post-Incident Testing

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

1. The action of any duty employee which results in injury or death of another person;

2. The operation of a vehicle on duty at any time in a department vehicle off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of \$20,000.00;

3. Any other event that may be agreed upon by the Town and the Union as Constituting a "critical incident".

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

IV. Procedures for Drug Testing

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

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

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

Initial Test Cut-Off Levels (ng/ml)

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

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

Confirmatory Test Cut-Off Levels (ng/ml)

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

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

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

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

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

V. Refusal to Submit to Testing

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

VI. ~ Consequence of a Confirmed Positive Test

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

B. An employee must provide documentation to the Town through the Town Manager regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town with proof of successful completion of said rehabilitation program.

C. The employee entering a Rehabilitation Program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.

D. An employee's contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in this Article.

E. The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty the employee shall meet with the Chief to discuss the rehabilitation program and its completion. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.

F. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation or other leave credits otherwise available to he/her by the Union/Town collective bargaining agreement ("CBA") to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days sick leave, if needed by his/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.

G. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to and including termination.

H. Upon return to duty following a first positive test, and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of thirty six (36) months. Following a second positive test, and after successful completion of the drug rehabilitation program, may result in termination. An employee refusing to be administered a drug test during said thirty-six (36) month period, when required by the Town Manager, shall be terminated. Tests during this thirty-six month period shall be unannounced but will be conducted at reasonable times and intervals so as not to disrupt the employee's off work time.

VII Selection of Laboratory and Medical Review Officer

A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Department of Health and Human Services.

B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

VIII Confidentiality of Records

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

Article 31 - Miscellaneous provisions

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

SEIU Administration, Local 888

Weekly Salary Schedule

July 1, 2020

TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Asst. Animal Control Officer	Grade One	829.33	862.51	897.01	932.89	970.20
Conservation Land Use Asst.	Grade Two	1055.34	1097.55	1141.45	1187.11	1246.93
Animal Control Officer	Grade Two	1055.34	1097.55	1141.45	1187.11	1246.93
Health Agent/Sanitarian-wkly	Grade Four	1212.86	1261.38	1311.83	1364.30	1433.03
Health Agent/Sanitarian-hrly	Grade Four	30.32	31.53	32.80	34.11	35.83
Program Coordinator Of Recre	Grade Four	1212.86	1261.38	1311.83	1364.30	1433.03
Appraiser/Asst. Assessor	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Assistant Treasurer	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Assistant Collector	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Asst. Dir. of Rec. Serv.	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Public Health Nurse	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Depty Dir. of Public Health	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Dir. of Veterans Serv.	Grade Five	1332.60	1385.90	1441.34	1498.99	1574.52
Asst. Library Director	Grade Seven	1536.44	1597.90	1661.82	1728.29	1815.44
Inspector of Wires	Grade Seven	1536.44	1597.90	1661.82	1728.29	1815.44
Local Inspector	Grade Seven	1536.44	1597.90	1661.82	1728.29	1815.44
Plumbing Inspector	Grade Seven	1536.44	1597.90	1661.82	1728.29	1815.44
Project Manager Engineer	Grade Seven	1536.44	1597.90	1661.82	1728.29	1815.44
Operations Supervisor	Grade Eight	1536.44	1597.90	1661.82	1728.29	1815.44
Environmental Affairs Inv.	Grade Eight	1536.44	1597.90	1661.82	1728.29	1815.44
Planning Director	Grade Ten	1746.71	1816.58	1889.25	1964.82	2063.78
Asst. Treasurer/Collector	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Superintendent of Water	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Super.Cemetery Park, Trees	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Library Director	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Dir. of Public Health	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Assistant Town Engineer	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
COA Director	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Dir. of Recreational Serv.	Grade Ten	1707.44	1775.74	1846.77	1920.64	2017.38
Head Treatment Plant Oper.	Grade Eleven	1863.22	1937.75	2015.26	2095.87	2201.50
Town Engineer	Grade Eleven	1863.22	1937.75	2015.26	2095.87	2201.50
Superintendent of Highway	Grade Eleven	1863.22	1937.75	2015.26	2095.87	2201.50
Inspector of Buildings	Grade Eleven	1863.22	1937.75	2015.26	2095.87	2201.50



Town of Billerica

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF BILLERICA

AND

THE BILLERICA FIREFIGHTER LOCAL1495 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO

~~JULY 1, 2016 – JUNE 30, 2019~~

~~JULY 1, 2019 – June 30, 2020~~

July 1, 2020 – June 30, 2023

ARTICLE 5

This agreement and any supplementary agreements as may be executed hereunder from time to time together constitute a collective bargaining agreement by and between the Town of Billerica Firefighters Union

I.A.F.F. Local 1495 hereinafter called the Union and the Town of Billerica.

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

ARTICLE 1

SECTION 1: RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for all employees of the fire department excluding the Chief, Acting Chief, and the fire department clerks.

SECTION 2: UNION DUES AND SERVICE FEES

~~7.A.~~ Subject to "B" below, the Town shall deduct union dues and assessments as the amounts shall from time to time be certified in writing to the Town by the Treasurer of the Union from the wages of each member of the union who has executed a Dues Check off Authorization form. The Town shall remit such aggregate amount to the Treasurer with a list of employees who have said dues and assessments deducted by the eleventh (11) day of the succeeding month.

~~A.B.~~ Agency Service Fee

{1} Effective the thirtieth (30) day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this agreement to the Union in such an amount as shall be in accordance with Chapter 150E, Section 12.

•(2) The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the Monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town treasurer as may be required by said Town treasurer under General Laws, Chapter 180, Section 17G,

•(3) Any authorization for deduction shall be on the
following form:

FIRE DEPARTMENT DATE

TO: TOWN TREASURER

PAYROLL DEDUCTION AUTHORIZATION- AGENCY SERVICE FEE

I hereby authorize and direct the Town Treasurer or the Head of the Fire Department to deduct the agency service fee charged against me by Local 1495, IAFF, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Billerica, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

~~(2)~~(4) This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article 1 of this agreement.

SECTION 3: UNION BUSINESS LEAVE

- A. Employees covered by this agreement, not to exceed three (3) persons, conducting negotiations with the Town shall be allowed time for such negotiations with the Town without loss of pay or benefits and without being required to make up such time.
- B. The Town agrees to grant time off without loss of pay or benefits and without being required to make up such time to those employees designated by the Union to attend the following:
 - (1) Biennial Convention of International Association of Firefighters, AFL-CIO, two (2) delegates.
 - (2) Annual Convention of Professional Firefighters of Massachusetts, AFL-CIO, six (6) delegates.
 - (3) Nine (9) monthly Association meetings, two (2) delegates.
- C. The Union officers unable to accept overtime or detail assignment because of participation in Union business shall not be charged with a refusal.
- D. Up to three (3) shifts a year, each Union officer shall be allowed time off without charge to any other leave to attend Professional Firefighter seminars or workshops; subject matter to be beneficial to the Town and the Union members and with the approval of the Fire Chief.
- E. Members of the bargaining unit designated by the Union President as "good and welfare/ public relations" representatives shall be granted time off without charge to any other leave and at the discretion of the Chief to participate in community relations, functions, or activities (Yankee Doodle, funerals, parades, etc.)

ARTICLE 2

SECTION 1: DISCIPLINARY ACTIONS

- A. No employee shall be disciplined, demoted, or discharged involuntarily except for just cause.
- B. Upon discipline, demotion, or discharge allegedly not for just cause, the employee may file a claim either through Article XVII (grievance-arbitration) or through the provisions of Civil Service, but not both. Such election of the remedy must be made in writing to the Chief of the Department within ten (10) days of the discipline, demotion, or discharge. An election of one process (Article XVII or Civil Service) shall automatically constitute a waiver of the alternative procedure. Failure to notify the Chief within said ten (10) days of an election of remedy shall constitute a waiver of both Article XVII and Civil Service remedies,

SECTION 2: WORKING OUT OF GRADE

Members of the Fire Department through the rank of Deputy Chief, who are ordered to serve temporarily in a higher rank for a period of one (1) or more working days, will be compensated at the rate established for the next higher rank than their present rank. Only periods comprising a normal one (1) day or night tour of duty shall be so compensated,

ARTICLE 3

SECTION 1: VACANCIES. POSTING. BIDDING AND ASSIGNMENTS

A vacancy to be filled by the employer caused by retirement, death, resignation, separation or the establishment of a new position shall be posted for seven (7) calendar days prior being filled. A job description shall be posted with the requirements shall be agreed upon by the Town and the union prior to said vacancy, or vacancies being filled.

For the purposes of this agreement, all job title pertaining to Articles 4, 11, and 21 of this agreement shall be awarded to the most qualified individuals. All job descriptions and qualifications shall be agreed upon by the Town and Union prior to the appointment of said individuals)

All employees covered by this agreement shall be given equal opportunity and time off to attend training courses and or sessions to meet such qualifications agreed upon by the Town and Union.

Any new position (s) created by the Town and/or union shall be covered under this section as well.

This section shall not apply if there is an established civil service list.

SECTION 2: TRANSFER

Station assignments shall be filled with the senior person of appropriate rank. The Chief shall unilaterally transfer employees only for just cause.

SECTION 3: FILLING A VACANCY IN OFFICER RANKS

An absence or vacancy in officer ranks anticipated to last more than thirty (30) days shall be filled by same employee on a continuing basis in the manner authorized by Civil Service laws and rules. The purpose of this provision is to provide for stability and continuity of supervision.

SECTION 4: DETAILED COMPENSATION

If an employee is detailed to work at other than his/her assigned station, the employee shall receive seventy dollars (\$70.00) per detail.

SECTION 5: CIVILIAN DISPATCH

In the event of budgetary restraints the town agrees that civilian dispatchers will be dismissed before any firefighter covered by this agreement.

ARTICLE 4

SECTION 1: HOURS

The Town and Union acknowledge that those cover by this agreement will work a twenty-four (24) hour shift schedule. No firefighter will be permitted to work more than 48 hours at any one time unless the Chief requires it in the event of a holdover, working fire, storm conditions or other conditions, which in the Chiefs opinion would threaten public safety.

SECTION 2: SUBSTITUTION-EXCHANGE OF TIME

Employees, with the approval of the Chief or his designee, shall be granted special leave, with pay for any tour on which the employee requesting special leave shall specify the reasons for such exchange of time. Said request shall be submitted in writing twenty-four (24) hours prior to the requested leave time.

SECTION 3: ASSIGNMENT OF OVERTIME

In the assignment of overtime, the Chief or his designee shall assign from the seniority list.

SECTION 4

The Billerica Fire Department shall consist of a staff to include: Fire Chief, Assistant Chief, Fire Prevention Captain, Fire Prevention Firefighter and Training Division Captain. (Either Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

The line members shall consist of the following:

Four (4) Shift Commanders (rank of Captain), a House Captain for each substation, Lieutenants at each station, Eight (8) Rescue Technicians (rank of Firefighter), Firefighters and Civilian Dispatchers.

ARTICLE 5

COMPENSATORY TIME OFF

All hours worked in excess of ten (10) hours on any day tour of duty, or fourteen (14) hours on any night tour of duty, shall be compensated for at the overtime rate established by Chapter 62, Acts of 1969, of the Massachusetts General Laws, Members holding overtime beyond their regular tour of duty, shall be granted a minimum of two (2) hours pay, and all fractions of an hour shall be compensated for the next one-half hour (1/2).

Members covered under the terms of this contract called back on duty, shall be compensated for at least four (4) hours, in the event that overtime actually worked is less than four (4) hours, overtime rate of pay as established by Chapter 62, Acts of 1969, of the Massachusetts General Laws. All firefighters shall check with the officer in charge of the detail before leaving the Fire Station.

ARTICLE 6

DUTIES

The duties of the members of the Fire Department shall consist of prevention, control and extinguishing of fires and all rescues, hazardous materials incidents, public fire education, emergency medical services (EMS), in service inspections and pre-fire planning and duties reasonably related thereto, and all recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety and cleanliness within the Fire Department.

ARTICLE 7

VACATIONS

SECTION 1

Employees shall accrue vacations as follows:
After 6 months of service 2 weeks

After 5 years of service 3 weeks
After 10 years of service 4 weeks
After 15 years of service 5 weeks

After 20 years 1 additional day for a total of five (5) weeks and one (1) day, after 25 years one (1) additional day for a total of five (5) weeks and two (2) days.

SECTION 2

Upon the death of an employee, his/her pro-rated vacation days earned shall be paid to his/her estate.

SECTION 3

For the purpose of this agreement, a week shall mean two (2) day tours and two (2) night tours. Each employee shall be permitted to take at least two (2) weeks of vacation from June 1 through September 30.

SECTION 4

Employees who are eligible for a vacation, whose services are terminated voluntarily, through no fault of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such termination, retirement, or entrance into the Armed Forces has occurred.

SECTION 5

Employees may carry over up to sixty-two (62) hours vacation until June 30 of the fiscal year.

SECTION 6

Requests for vacation will be made at least one (1) hour prior to the employee's scheduled reporting time except in bona fide emergency. In the case of such claimed emergency, the employee shall furnish evidence of the emergency to the Chief.

SECTION 7

An employee who is on sick leave for more than forty-five (45) days shall not be entitled to vacation time until his/her return to active duty at which time he/she vacation will be pro-rated.

SECTION 8

A member of the Bargaining unit may choose to utilize up to one week of vacation time as personal time. In order to do so they

must notify the Chief in writing by December 1, for the upcoming calendar year's vacation.

ARTICLE 8

PAID HOLIDAYS

The following days shall be paid holidays for all the Firefighters covered by this contract:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King Day	
Christmas Day	

SECTION 1

Holiday pay shall be one-fourth (1/4) the employees weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday, is on vacation, injury leave, or sick leave. The Christmas holiday shall be compensated for all in the payroll for the week in which the Christmas holiday falls. An employee shall not be compensated for a holiday which falls within a period in which he/she is on sick leave for more than forty-five (45) days.

SECTION 2

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, inclusive of Section 1 of this Article, all employees who work during a day tour or night tour of duty commencing on or after 8:00 AM on Thanksgiving, or who work between the hours of 6:00 PM December 24 and 6:00 PM December 25 (24 hours) will receive time and one-half (1 1/2) the applicable hourly rate for all hours of such work provided that, for each such holiday, no employee will receive compensation pursuant to this section greater than the equivalent of time and one-half (1 1/2) a complete day tour or a complete night tour of duty.

ARTICLE 9

SECTION 1: BEREAVEMENT LEAVE

•(A) In the event of a death of a mother, father, spouse, child, brother, or sister of an employee, he/she shall be granted bereavement leave without loss of pay for five (5) calendar days following the day of death.' In the event of a death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law or any other relative residing in the household, the employee shall be granted bereavement leave without loss of pay for three (3) calendar days following the day of death.

•(B) In the event of the death of other relatives, the employee may be granted bereavement leave without the loss of pay for one (1) work day following the day for attendance of the funeral or wake subject to the approval of the Chief.

•(C) In cases where funeral arrangements are delayed or out of state, the employee may be granted a reasonable amount of additional leave without the loss of pay or being required to make up such time, provided that such leave be is necessary for attendance of the funeral subject to the approval of the Chief.

SECTION 2: INJURY LEAVE

Whenever a Firefighter is incapacitated for duty due to injury sustained in the performance of his/her duty, or a Firefighter assigned to special duty by his/her superior, • whether or not he/she is paid for such special duty by the Town, he/she shall be granted leave without loss of pay for such period of incapacity. All amount payable shall be paid at the same time, and in the same manner as, compensation of the Firefighter.

SECTION 3

Medical expenses incurred as a consequence of an injury on duty shall be paid by the Town in a timely manner.

SECTION 4

The Town will make available Hepatitis B and Tetanus vaccine to all Firefighters. The Town will provide Hepatitis B re-testing every five (3)(5) years and shall provide a booster shot as necessary. The Town shall provide rabies vaccine to any Firefighter who requests to be vaccinated.

SECTIONS: LIMITED DUTY POLICY

The intent of this policy is to provide a procedure and mechanism for employees who, although unable to perform full firefighting duty, are capable of performing meaning full duties within the Billerica Fire Department; assigning them appropriate tasks and work schedules; monitoring their medical condition by a physician to determine whether limited duty should continue or be ended either by a return to full firefighting duty or by termination of employment The purpose is to give the Town the right to assign employees who have been injured on duty or to provide for employees who are sick or injured due to non-job-related illnesses or injuries the opportunity to contribute to the work and productivity of the Department and where possible protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of M.G.L. c.41, s. 11 IF and both the Town and the employee retain all rights and restrictions granted to them.

This policy is hereby adopted upon the signing of the contract and shall remain in force for the life of the contract.

1. ELIGIBILITY

This policy shall apply to all employees who have been injured in the past, present, or future while in the performance of their duties within the meaning of M.G.L., c.41, s. 111F, and employees who in the future will be receiving sick leave benefits for non-work related injuries and illnesses. This policy shall apply after the employee has been absent from work for a period of 16 consecutive shifts, excluding hospital time.

SECTION 6

Employees returning to full day within one (1) year after injury leave shall return to the assignment the employee held before such absence. Such assignment cannot be grieved by Bargaining Unit members.

2. PROCEDURE

A. Any employee who has been absent from duty on injury leave, within the meaning of c. 41, s. 111F, may be assigned by the Town to limited duty and any employee absent from duty due to non-work related injury or illness may request to be assigned to limited duty by the Town pending a return to full duty. The Town will arrange for a medical evaluation regarding the length and extent of disability, including an opinion as to the ability of the employee to perform limited duty. In the event that the employee disputed the Town's medical evaluation, he may to be examined by his/her own physician at the expense of the employee and said physician shall be afforded a full opportunity to consult with the Town physician as to the fitness of the employee to perform limited duty. If the town physician and the employee's physician disagree as to the employee's fitness for limited duty a third physician agreeable to both shall examine the employee and render a written advisory medical opinion as to the employee's fitness for limited duty.

B. Each physician shall be provided with a description of limited duty activities and shall have access to all pertinent medical records.

C. When an employee is assigned to limited duty, such limited duty shall not interfere with an on-going medical treatment. During any period when limited duty is being performed, if the employee loses work time and such loss related to the line of duty injury, the lost time shall be charged to injured leave status. If the employee is assigned, at his request, to limited duty due to a non-job related illness or injury and he loses work time it shall be charged to his sick time.

D. Limited duty shall cease when the firefighter is either capable of returning to full firefighting status, is retired, or the town determines that insufficient limited duty work is available.

E. Limited duty shall consist of tasks assigned by the Town, including but not limited to: dispatching, fire prevention inspections, education,

training and/or administrative tasks. All assigned tasks shall be within the physical capabilities of the employee.

F. Employees assigned to limited duty shall receive full wage and benefit compensation.

G. The fire suppression force shall not be reduced because of the establishment of limited duty and/or limited duty assignments except when an employee is assigned as a dispatcher such employee shall be included as part of the minimum manpower on duty.

H. Limited duty shall be performed on a work schedule of Monday through Friday from 0800 hours to 1600 hours. If a firefighter, including Captains and Lieutenants, is assigned to limited duty by the Town as a dispatcher he shall be assigned to his regular work group and work the regular work schedule. If more than one firefighter on a group is assigned to limited duty, management has the right to reassign such firefighter to a different work group. Firefighters normally assigned to days shall be reassigned to other day shift related duties.

3. DISPUTES

Disputes regarding the interpretation or application of this program shall be subject to grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

ARTICLE 10

SENIORITY

Seniority shall be computed from the first day of continuous service to The Billerica Fire Department. Seniority of officers shall be determined according to his/her time in grade.

ARTICLE 11

FIRE PREVENTION

SECTION 1: FIRE PREVENTION BUREAU

The fire prevention bureau shall be responsible for the fire prevention, investigation and inspection and instruction drills, and to include all other matters relating thereto. The fire prevention bureau shall consist of a permanently assigned Captain and a permanently assigned firefighter. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 2: FIRE ALARM

The Fire Alarm Coordinator shall be in charge of fire alarm. Any personnel needed to assist in repair or maintenance of fire alarms shall be hired from the fire alarm list on a rotating basis, (per

memorandum)

SECTION 3: TRAINING DIVISION

The training division shall consist of one permanently assigned Captain. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 4: SPECIALTY JOB TITLES

The Town and Union will create detailed job descriptions for each specialty position listed in this article. The Fire Chief and Union will move the position of Fire Alarm Coordinator into section 4; without impact on manning.

1. GRANT WRITER: Required to research and provide information on grant money available to the town of Billerica Fire Department to include safety equipment improvements, computers, special programs, and station improvements. Has authority to request grant money.
2. S.A.F.E. PROGRAM COORDINATOR: Required to work in conjunction with money made available through the S.A.F.E. grant money. Will provide education to school children and shall coordinate and run programs with the assistance of the Fire Department and School Department.
3. EMS COORDINATOR: Required to act as a liaison for the Fire Department with OEMS, local hospitals, contagious diseases, the Ryan White Act. Also, any other EMS conditions, etc. HAZ MAT COORDINATOR: To be further trained on how to handle HAZ MAT incidents above the first responder level. HAZ MAT TECHS are to be given the training necessary to perform such tasks and duties. The town shall provide any required equipment.
4. DEFIBRILLATOR COORDINATOR: Coordinate defibrillation program issues and serve as liaison with the medical director. Act as contact person with Emergency Medical Services Region III. The department's contact person will be utilized during our initial training program as an assistant and then as the department's in-house trainer for quarterly skills review and annual rectification. The coordinator must also become a certified CPR instructor.
5. FIRE ALARM COORDINATOR: All specialty jobs as listed above shall be compensated at One Thousand (\$1,000) per year payable the first week of July. Hazmat Technicians shall be compensated Five Hundred (\$500).

ARTICLE 12

SECTION 1: SAFETY

It is the desire of the Town and The Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, injuries, and illnesses in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall conform to applicable standards. These devices, apparel and equipment shall be inspected by The Union Safety Committee (consisting of three (3) members) to ensure proper maintenance and replacement. The Chief agrees to meet with The Union Safety Committee quarterly (or at other appropriate times) to discuss health and safety conditions.

A joint Town/Union Committee will be guided but not limited to the following principles:

- a) Make immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- b) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- c) Inspect Fire Dept. facilities and apparatus to detect hazardous physical conditions or unsafe methods, including training procedures.
- d) Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
- e) Promote safety and first aid training for firefighters. In line with the goals listed above, the committee shall:
 - 1) Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
 - 2) Review and analyze all reports of accidents, deaths, injuries and illnesses. Investigate cause and recommend rules and procedures for the promotion of health and safety of the firefighters.

All disputes arising under this article and not resolved by the committee shall be referred to the Town Manager for disposition.

SECTION 2: SNOW REMOVAL

The Town shall have the right to require on-duty firefighters to shovel snow at hydrants. Shoveling of snow at hydrants shall be at the discretion of the Chief. However such discretion shall not be unreasonably exercised.

The Town shall also have the right to call off-duty personnel to shovel snow at hydrants. In the event off-duty firefighters are called, it shall be on a seniority basis and at the usual overtime rate.

SECTION 3

Up to 3 shifts per year, each Safety Committee member shall be allowed time off without charge to any other leave to attend seminars, workshops, or demonstrations related to safety issues. Subject matter to be beneficial to the Town and Union members and with the approval of the Chief.

ARTICLE 13

INDEMNIFICATIONS OF FIREFIGHTERS

The Town shall indemnify the Firefighters in accordance with Chapter 258, Section 9 of Massachusetts General Laws.

ARTICLE 14

FIRE WATCH DUTY

~~Rate of pay shall be \$43.00 per hour for private details and \$40.00 per hour for Town work.~~

Rate of pay shall be equal to the overtime pay of a top step Lieutenant for private details and equal to the overtime pay of a top step Firefighter for Town work.

Whenever any private person or organization is required to, or shall seek the services of employees of The Fire Department for fire watch duty, such work shall be rotated among these employees who volunteer for such work during their off duty hours. A detail will consist of a minimum of four hours. All details performed on a Holiday that is covered in this agreement shall be compensated at one and one half times (1 1/2) the detail rate. Any detail over four (4) hours shall be paid a minimum of eight

(8) hours for that detail. Any detail that exceeds eight (8) hours shall be paid at one and one half (1 1/2) times the detail rate. Any additional portion of an hour worked shall be considered a full hour. The time compensated shall include time sufficient to dry hoses, and clean all equipment used by the firefighters on the detail. This work shall not be considered as a basis for overtime pay by the town.

ARTICLE 15

SECTION 1: LEAVES OF ABSENCE

Employees shall be granted leaves of absence in accordance with Civil Service Laws.

SECTION 2: SAVINGS CLAUSE

The provisions of this agreement are severable, and if any provision shall be held invalid by any court or competent jurisdiction, such decision of the court shall not affect or impair any of the remaining provisions.

SECTION 3: MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town or the Chief not listed herein. Such inherent management rights shall remain with the Town or the Chief subject to the provisions of the Agreement.

The employer shall have the exclusive right, subject to the provisions of this agreement and consistent with the applicable laws and regulations:

- (A) To direct employees of the employer in the performance of their duties;
- (B) To hire, promote, transfer, assign, and retain employees in positions within the

Fire Department and to suspend, demote, discharge, or take other disciplinary action against such employees;

- (C) To maintain the efficiency of the operations entrusted to it;
- (D) To determine the methods, means, and personnel by which such operations are to be conducted;
- (E) To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an 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;
- (F) 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 the Agreement
- (G) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town.

SECTION 4: NO STRIKE CLAUSE

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, or slowdown, or withholding of services of himself or by any other employee.

ARTICLE 16

UNION MANAGEMENT CO-OPERATION

With the approval of The Chief, The Union shall be permitted to use the Fire Department buildings at a reasonable time for meetings. The Town shall provide bulletin boards or space at each station for Union use.

The Fire Department shall maintain a list of all members of the bargaining unit containing amounts of vacation time, sick time, personal days. The list shall be accessible to all members and shall be updated monthly.

ARTICLE 17

GRIEVANCE-ARBITRATION

A grievance arising out of the interpretation or application of this Agreement may be processed in the following manner:

STEP 1: The Union and/or an employee or group of employees shall initiate the grievance in writing with the chief or his designee within fourteen (14) calendar days in writing.

STEP 2: If the grievance remains unsettled after step 1, it shall be presented in writing to The Town Administrator within fourteen (14) calendar days after the Chiefs response is due. The Town Administrator shall respond in writing within fourteen (14) calendar days.

STEP 3: If the grievance remains unsettled after step 2, the Union may, within fifteen (15) calendar days of the due date of The Town Administrators response submit the grievance to the Massachusetts Board of Conciliation and Arbitration.

The Arbitrator shall have no authority to add to, subtract from, alter or amend this Agreement. His/her decision shall be binding upon the parties. The fees and other expenses of the Arbitrator shall be shared equally by the parties.

Employees, not to exceed two (2) participating in such grievance arbitration shall be on administrative leave when such participation occurs during their regular work schedule.

Failure to process the grievance within the above time limits shall constitute a waiver of the grievance.

A complaint not arising out of the interpretation of the Agreement may be processed only through step 1 of the procedure.

ARTICLE 18

This agreement represents the entire agreement of the parties and may not be modified except as provided herein during its terms except by mutual agreement of the parties.

ARTICLE 19

SICK LEAVE

SECTION 1

Non-occupational sick leave of 15 days a year shall be granted to employees covered by this agreement on July 1. Employees shall be allowed to accumulate unused sick leave. Upon the death, line of duty disability retirement or retirement after fifteen years' service of a member of this unit, the Town will buy back up to 70 days of accumulated sick leave. (1 day= 12 hours)

Employees hired after January 1, 2015 shall not be entitled to sick leave buyback.

- I. Accumulation of sick days to be capped at One hundred eighty (180) days. Any current employee (July 1, 2006) with more that 180 will have accrual frozen at current level. Accrual will recommence if at any time the amount falls below 180 days.
- II. Establish maximum days that an employee may use from the sick leave bank at one hundred eighty (180) days for any one illness.

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.

A yearly bonus shall be paid in July for non-use of sick leave in prior fiscal year:

0 days used...
\$500

1-4 days used
...\$400

5-7 days used
...\$275

SECTION 2

Any employee utilizing sick leave for three consecutive working days, or more, shall be required to provide a Doctors certificate to the Fire Chief. Any employee who is out on unexcused leave for fifteen (15) days in a year, July 1, - June 30, may be required to provide a doctor's note for each sick day after the fifteenth.

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 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 scheduled reporting time except in a bona fide emergency. In the case of such claimed emergency, the employer shall furnish evidence of the emergency to the Chief.

ARTICLE 20

EDUCATIONAL INCENTIVE SECTION 1

(A) ELIGIBILITY

All employees who have successfully completed a minimum of ten (10) fire science credits shall be eligible to receive education increments.

(B) AMOUNT

For each eligible credit the firefighter shall receive sixty (\$60.00) per credit to

a maximum of Five Thousand Dollars (\$5,500) for an Associate's Degree in Fire Science and a maximum of Six thousand Dollars (\$6,700) for a Bachelor's Degree in either Management or Fire Science and a maximum of Seven Thousand dollars (\$87,000) for a Master's Degree in either Management or Fire Science.

Firefighters hired after July 1, 2020 receiving a sixty dollar stipend per credit shall continue to receive this amount as long as they complete another course within four years. Failure to complete a class within four years will cause this stipend to cease. If a firefighter resumes taking classes towards a degree those credits will be eligible for the stipend as long as those credits would be accepted in a degree program.

To be eligible for a payment of an Associate's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years. To be eligible for payment of a Bachelor's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years and must also hold an Associate's Degree in Fire Science.

Members of the Collective Bargaining unit will only be eligible for Education Incentive for Master's Degree if they hold an Associate's Degree in Fire Science or they hold a Master's Degree in Fire Science or Management The Master's Degree must be in either Fire Science or Management,

(C) METHOD OF PAYMENT

By November 15th of each year, an eligible firefighter must submit to the Chief an official transcript that certifies the successful completion of all eligible courses. Payment shall be made by July 30th.

SECTION 2: EMT CERTIFICATION

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.

New EMT Step, will be added to Wage scale addendum and a new step on the wage scale will be added that will pay EMT's as follows:

Effective January 1, 2015, replace the current EMT wage scale with the following:

EMT B=3.3% increase in regular compensation and overtime.

EMT P=4.9% increase in regular compensation and overtime

Employees hired prior to January 1, 2015, upon successful completion of an EMT_B certification program by June 30, 2016, shall receive a reimbursement for their

expenses associated with such programs not to exceed \$600.00.

As a condition of employment, any member hired after January 1, 2015, will be required to obtain and maintain either a Massachusetts Emergency Medical Technician certification or a National Registry of Emergency Technician Certification. All new members will have one (1) year from their hiring date to acquire their certification or face disciplinary action up to and including the possible termination of their employment. Members may use their own paid or unpaid leave to complete any certification or recertification. The Town and Chief will provide reasonable accommodations in the case of members attending the Fire Academy and/or who sustain injuries. The Town and the Chief will pay for any EMT recertification expenses, as well as provide one (1) yearly in-house refresher. The Town and Chief will provide reasonable accommodations to allow members that are Paramedics to attend off-site training and recertification classes.

The Town will pay for EMT annual recertification. The Town will either submit the certification and payment for the employee(s) or the employee may submit their recertification on their own and the Town will reimburse them.

As a condition of employment all employees of the Bargaining Unit will be certified and trained to use and administer an Epipen, This certification must be maintained each year. Effective July 1, 2004 only, all members of the bargaining unit will receive \$100 in then-base pay in consideration of the new certification.

SECTION 3: TRAINING

The Town agrees that all new firefighters shall attend and successfully complete a recruit course in firefighting at the Massachusetts Fire Academy, or equivalent school. Reasonable accommodations will be made in case of injury Senior men/women shall also be allowed to attend available refresher courses in firefighting and related subjects at the discretion of the Chief. New-permanent Fire Officer will attend academy officer training two week course. New Permanent Fire Lieutenants will be assigned to Headquarters for an anticipated period of 1year, or until bidding rights allow transfer to facilitate training under the supervision of a Shift Commander.

The town agrees to pay the IRS established rate per mile for firefighters attending the Fire Academy or equivalent school. If more than one firefighter is attending at the same time, mileage will be paid for only one vehicle.

Firefighters attending the Firefighters Academy or equivalent school shall be paid their weekly rate even though the hours at the school exceeds the average work week.

In addition, the Town will budget \$9,000 annually to provide educational classes on Fire Science advances, hazardous materials handling, etc. for the employees. Attendance to be determined by the Chief.

ARTICLE 21

SPECIAL ASSIGNMENT PAY

SECTION 1

Qualified individuals shall be designated by the Chief to perform the duties of mechanic, who shall receive 20% pay differential as part of his/her base pay, and assistant mechanic, who shall receive 15% pay differential as part of his/her base pay.

SECTION 2

Individuals shall be designated by the chief to Fire Prevention Firefighter. The Fire Prevention Firefighter shall receive \$84.00 weekly to be included in his/her regular compensation.

SECTION 3

Individuals shall be designated by the chief to Fire Prevention Captain and Training Division Captain. All Captains promoted after July 1, 2019 will be assigned to Fire Prevention and Training (in no certain order) an anticipated period of 1 year, or until bidding rights allow transfer to facilitate administrative experience in these leadership disciplines. These positions shall receive \$42.00 weekly to be included in his/her regular compensation.

SECTION 4

Eight (8) individuals shall be designated by the chief as Rescue Technicians at the rank of Firefighter and assigned to Headquarters as line Firefighters. Rescue Technicians will be certified in the disciplines of water, ice, rope, confined space and trench rescue. Rescue Technicians shall receive 3% increase in regular compensation and overtime.

SECTION 5

Four (4) Captains positions currently assigned to Engine 1 will be reassigned as Shift Commanders at the rank of Captain and assigned to Headquarters as line officers in a command vehicle. Shift Commanders shall receive 3% increase in regular compensation and overtime. Shift Commanders will assume additional administrative responsibilities that will be rotated annually. These responsibilities will be in the areas of Budget administration, Policy administration, Supply administration and Equipment Maintenance. Future assignment to Shift Commander will be based on four (4) criteria as determined by the Chief and Union: department seniority, time in grade, education, leadership ability and experience.

SECTION 6

Qualified individuals shall be designated by the chief as the following specialists: grant writer, S.A.F.E. Program coordinator, EMS Coordinator, HAZ MAT Coordinator, Defibrillator Coordinator and Fire Alarm Coordinator. All shall be compensated at \$1,000.00 annually payable the first pay day in July. The Chief shall have the right to create specialty positions as needed. The union and the chief shall

agree upon such qualifications and criteria for each specialty position.

ARTICLE 22

SECTION 1: PAST PRACTICE

All existing terms and conditions not modified by this agreement shall continue with full force and effect.

SECTION 2: PAY DIFFERENTIAL

The current practice for shift differential pay shall be 8% of base pay from 6:00 PM to 8:00 AM.

ARTICLE 23 UNIFORM ALLOWANCE

Effective July 1, 2005 \$1,000 payable the last pay day in July

Each Employee shall receive a clothing allowance each July to purchase necessary uniforms and equipment.

All new employees must wait one full fiscal year before being eligible for an annual clothing allowance. New employees shall be given \$2000.00 for initial purchase of uniforms and equipment in accordance with the fire department clothing regulations.

The Chief shall establish the regulation uniform and protective gear to be worn and utilized by the personnel in conjunction with the Union Safety Committee. The Town will provide the following protective gear (boots, turnout pants, suspenders, turnout coat, gloves, nomex hood, and helmet with face protector. N.F.P.A. 1999 and any other protective gear deemed necessary by the Chief in conjunction with the Union Safety Committee. The Town will replace all protective gear when said gear is damaged or becomes unserviceable. This is to include all station uniforms, eyeglasses, contact lenses, hearing aids, dental applications etc. The Town will be responsible for having all protective gear cleaned twice per year and repaired when necessary.

Each member of the bargaining unit shall receive \$200.00 per year for a uniform cleaning allowance.

Effective July 1, 2004 all members of specialized teams as designated by the Fire Chief will receive \$250 per year for specialized clothing or equipment Effective July 1, 2004 payment for Uniform allowance will be in two payments July 1 and January 1.

Article 24 Wages

The wages for each of the bargaining unit members shall be adjusted according to the following:

~~Effective July 1, 2016: 2%~~

~~Effective July 1, 2017: 2%~~

~~Effective July 1, 2018: 2%~~

The following will be implemented on June 30, 2019:

The current wage scale will be amended by moving all steps and eliminating the 30 year step according to the following:

Eliminates the 30 year step

Step 25 will be the equivalent of the former step 30

Step 20 will be the equivalent of the former step 25

Step 15 will be the equivalent of the former step 20

Step 10 will be the equivalent of the former step 15

Step 5 will be the equivalent of the former step 10

Step 4 will be the equivalent of the former step 5

Step 3 will be the equivalent of the former step 4

Step 2 will be the equivalent of the former step 3

Step 1 will be the equivalent of the former step 2

Step minimum will be the equivalent of the former step 1

~~Effective July 1, 2019: 2.8%~~

Effective July 1, 2020 2.3%

Effective July 1, 2021 2.1%

Effective July 1, 2022 2.1%

ARTICLE 25

COURT TIME

SECTION 1

Court time shall mean any time a firefighter or officer appears in court as a result of any action or involvement by him/her as a firefighter, after his/her regular work shift, or on a day off.

SECTION 2

All court appearances on off duty days will be paid at time and a half (1 1/2) his/her regular hourly pay, with a four (4) hour minimum for each court appearance.

JURY DUTY

When called for Jury Duty all employees covered by the provisions of this agreement shall receive the amount equal to the difference between his/her normal compensation and the amount for jury duty. Proper documentation must be provided to the Fire Chief.

ARTICLE 26

DURATION

In the event either party desires to amend, modify or terminate this agreement, it shall notify the other party no later than one hundred twenty (120) days prior to June 30, 20~~23~~¹⁹.

In the event that neither party notifies the other party in accordance with this article, this agreement shall renew itself for one (1) year.

During negotiations for a successor contract, the terms and conditions of the existing contract shall continue until the new contract is in force.

July 1, 20~~2016~~ through June 30, 202³⁰.

ARTICLE 27

PERSONAL DAYS

The Town agrees to provide three (3) personal days per year to all firefighters. Said personal days shall be allowed only for pressing personal business. Barring emergency situations, notifications of such personal days must be given at least one hour (1) hour in advance of the personal days. For the purpose of this section, two (2) personal days maybe day tours and one (1) personal day may be a night

tour of duty. Personal time may be taken in a minimum of four (4) hour increments at the beginning or the end of each shift.

ARTICLE 28

TERMINATION OF EMPLOYMENT

SECTION 1

The percentage paid toward the cost of medical insurance coverage, by the Town, for the retired firefighters shall not be less than paid for any other retired employee. The Town shall make every effort to accomplish this goal.

ARTICLE 29

PROMOTIONAL EXAMS

Promotional exams shall be given every two (2) years beginning May 1990 or in the event that an exam is not held by Civil Service in May 1990 the Town will apply for the next available exam. If the list of qualified candidates is exhausted before the next scheduled exam, an exam will be called for at that time.

ARTICLE 30

MISCELLANEOUS

The Town will implement a Section 125 Cafeteria Plan for all eligible employees of the unit.

In addition the Town agrees to provide a Dental Program for the employees, payment for which is to be shared by the Town and the employee.

ARTICLE 31 FAMILY

MEDICAL LEAVE

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave such as; personal time, vacation time, personal sick bank and union sick bank. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of family illness. An employee can certify that he/she is needed to care for the family member.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or the serious illness of the employee, his

or her spouse, child, including adopted or foster child or parent
Serious illness is defined in accordance with the Family Medical Leave
Act 29 CFR S825.114, When necessary, leave may be consecutive,
intermittent, or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage
during such leave at the same level of contribution. Seniority will
accrue

during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and be entitled to any other benefit the employee would have accrued had he/she not taken the leave.

ARTICLE 32

DRUG TESTING PROGRAM

"The Town and the Union recognize that the critical mission of performing to duties of firefighting the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program."

I, DRUG TESTING BASED ON REASONABLE SUSPICION

- A. An employee shall be subject to an immediate drug test if reasonable Suspicion of drug use is determined by an employee's supervisor.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
 - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - (2) A documented pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, ^coordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
 - (3) Arrest, indictment or conviction for a drug related offense or the Identification of an employee, through an affidavit, as the focus of a criminal investigation into

illegal drug use or trafficking.

- (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
- (5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as a law enforcement agencies.
- (6) Involved in an accident with "accident" being defined as an unplanned, unexpected and unintended event which:

- (a) occurs on Department property, on Department business or during working hours; and

- (b) initially appears to have been caused wholly or partially by an employee; and

- (c) results in either:

- (i) fatality;

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

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

The Supervisor shall consult with a Deputy Chief and/or the Fire Chief in determining whether reasonable suspicion exists and if the employee shall be referred for testing. The Supervisor shall provide a written report setting forth his/her grounds for determining reasonable suspicion.

- C. In those cases where the Supervisor determined that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.
- D. Once an employee has been referred for testing based on reasonable suspicion it will be the responsibility of a Supervisor to advise the employee of such decision and to escort the employee to the collection facility. The Supervisor shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to the collection facility to act as an observer the Union representative will not be allowed into the collection bathroom. Once the collection procedures are over the Supervisor shall transport the employee to the Fire Station and arrange for transportation for the employee to his/her home or residence. The Supervisor shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not

substantiated The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

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

1. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief or the Supervisor at the time a specimen is provided by the employee, The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject to protest, and this by the
Supervisor, the sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article, The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Supervisor. The employee and the Union shall have the right to refute any of the reasons articulated.
3. Should the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Fire Chief, who shall notify the employee in question of the results.
4. Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

II. POST-INCIDENT TESTING

A. An employee shall be subject to an immediate post-incident drug test when in a "critical incident"⁵. A "critical incident" is defined as:

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

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

II. PROCEDURES FOR DRUG TESTING

- A. All urine drug testing will be performed under the Federal Department of Health and Human services mandatory Guidelines for federal workplace testing as described in Appendix DT/S-T, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMIT") with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites; marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

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

Initial Test Cut-Off Levels (ng/ml)	
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites (25 mg/ml if immunoassay specific for morphine)	2000
Phencyclidine	25
Amphetamines	1000

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

Confirmatory Test Cut-Off Levels (ng/ml)	
Marijuana Metabolites	15
Cocaine Metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

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

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

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

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

IV. REFUSAL TO SUBMIT TO TESTING

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

V. CONSEQUENCE OF A CONFIRMED POSITIVE TEST

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

B. An employee must provide documentation to the Town through the Fire Chief regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a

certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or Fire Chief with proof of successful completion of said rehabilitation program.

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

VI. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

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

VIH Confidentiality of Records

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

ATTACHMENT A

The IAFF Local 1495 has agreed to accept the Town's changes to a biweekly Pay System. The Town has agreed to provide financial counseling to any employee that would like assistance in this change and that the change will occur when the employee would receive three checks. This will only occur if all other bargaining units within the town accept the change. In the rare occurrence of an additional pay period; the town will insure that all firefighters are made whole.



Town of Billerica

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF
BILLERICA

AND

THE BILLERICA FIREFIGHTER LOCAL1495 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO

~~JULY 1, 2016 – JUNE 30, 2019~~

~~JULY 1, 2019 – June 30 2020~~

July 1, 2020 – June 30, 2023

ARTICLE 5

This agreement and any supplementary agreements as may be executed hereunder from time to time together constitute a collective bargaining agreement by and between the Town of Billerica
Firefighters Union

I.A.F.F. Local 1495 hereinafter called the Union and the Town of Billerica.

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

ARTICLE 1

SECTION 1: RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for all employees of the fire department excluding the Chief, Acting Chief, and the fire department clerks.

SECTION 2: UNION DUES AND SERVICE FEES

~~8.C.~~ Subject to "B" below, the Town shall deduct union dues and assessments as the amounts shall from time to time be certified in writing to the Town by the Treasurer of the Union from the wages of each member of the union who has executed a Dues Check off Authorization form. The Town shall remit such aggregate amount to the Treasurer with a list of employees who have said dues and assessments deducted by the eleventh (11) day of the succeeding month.

~~B.D.~~ Agency Service Fee

{1) Effective the thirtieth (30) day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this agreement to the Union in such an amount as shall be in accordance with Chapter 150E, Section 12.

•(6) The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of

application of this Article. The Union agrees to assume full responsibility for the disposition of the Monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town treasurer as may be required by said Town treasurer under General Laws, Chapter 180, Section 17G,

•(7) Any authorization for deduction shall be on the

following form:

FIRE DEPARTMENT DATE

TO: TOWN TREASURER

PAYROLL DEDUCTION AUTHORIZATION- AGENCY SERVICE
FEE

I hereby authorize and direct the Town Treasurer or the Head of the Fire Department to deduct the agency service fee charged against me by Local 1495, IAFF, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Billerica, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

~~(4)~~(8) This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article 1 of this agreement.

SECTION 3: UNION BUSINESS LEAVE

- F. Employees covered by this agreement, not to exceed three (3) persons, conducting negotiations with the Town shall be allowed time for such negotiations with the Town without loss of pay or benefits and without being required to make up such time.
- G. The Town agrees to grant time off without loss of pay or benefits and without being required to make up such time to those employees designated by the Union to attend the following:
 - (1) Biennial Convention of International Association of Firefighters, AFL-CIO, two (2) delegates.
 - (2) Annual Convention of Professional Firefighters of Massachusetts, AFL-CIO, six (6) delegates.
 - (3) Nine (9) monthly Association meetings, two (2) delegates.
- H. The Union officers unable to accept overtime or detail assignment because of participation in Union business shall not be charged with a refusal.
- I. Up to three (3) shifts a year, each Union officer shall be allowed time off without charge to any other leave to attend Professional Firefighter seminars or workshops; subject matter to be beneficial to the Town and the Union members and with the approval of the Fire Chief.
- J. Members of the bargaining unit designated by the Union President as "good and welfare/ public relations" representatives shall be granted time off without charge to any other leave and at the discretion of the Chief to participate in community relations, functions, or activities (Yankee Doodle, funerals, parades, etc.)

ARTICLE 2

SECTION 1: DISCIPLINARY ACTIONS

- C. No employee shall be disciplined, demoted, or discharged involuntarily except for just cause.
- D. Upon discipline, demotion, or discharge allegedly not for just cause, the employee may file a claim either through Article XVII (grievance-arbitration) or through the provisions of Civil Service, but not both. Such election of the remedy must be made in writing to the Chief of the Department within ten (10) days of the discipline, demotion, or discharge. An election of one process (Article XVII or Civil Service) shall automatically constitute a waiver of the alternative procedure. Failure to notify the Chief within said ten (10) days of an election of remedy shall constitute a waiver of both Article XVII and Civil Service remedies,

SECTION 2: WORKING OUT OF GRADE

Members of the Fire Department through the rank of Deputy Chief, who are ordered to serve temporarily in a higher rank for a period of one (1) or more working days, will be compensated at the rate established for the next higher rank than their present rank. Only periods comprising a normal one (1) day or night tour of duty shall be so compensated,

ARTICLE 3

SECTION 1: VACANCIES. POSTING. BIDDING AND ASSIGNMENTS

A vacancy to be filled by the employer caused by retirement, death, resignation, separation or the establishment of a new position shall be posted for seven (7) calendar days prior being filled. A job description shall be posted with the requirements shall be agreed upon by the Town and the union prior to said vacancy, or vacancies being filled.

For the purposes of this agreement, all job title pertaining to Articles 4, 11, and 21 of this agreement shall be awarded to the most qualified individuals. All job descriptions and qualifications shall be agreed upon by the Town and Union prior to the appointment of said individuals)

All employees covered by this agreement shall be given equal opportunity and time off to attend training courses and or sessions to meet such qualifications agreed upon by the Town and Union.

Any new position (s) created by the Town and/or union shall be covered under this section as well.

This section shall not apply if there is an established civil service list.

SECTION 2: TRANSFER

Station assignments shall be filled with the senior person of appropriate rank. The Chief shall unilaterally transfer employees only for just cause.

SECTION 3: FILLING A VACANCY IN OFFICER RANKS

An absence or vacancy in officer ranks anticipated to last more than thirty (30) days shall be filled by same employee on a continuing basis in the manner authorized by Civil Service laws and rules. The purpose of this provision is to provide for stability and continuity of supervision.

SECTION 4: DETAILED COMPENSATION

If an employee is detailed to work at other than his/her assigned station, the employee shall receive seventy dollars (\$70.00) per detail.

SECTION 5: CIVILIAN DISPATCH

In the event of budgetary restraints the town agrees that civilian dispatchers will be dismissed before any firefighter covered by this agreement.

ARTICLE 4

SECTION 1: HOURS

The Town and Union acknowledge that those cover by this agreement will work a twenty-four (24) hour shift schedule. No firefighter will be permitted to work more than 48 hours at any one time unless the Chief requires it in the event of a holdover, working fire, storm conditions or other conditions, which in the Chiefs opinion would threaten public safety.

SECTION 2: SUBSTITUTION-EXCHANGE OF TIME

Employees, with the approval of the Chief or his designee, shall be granted special leave, with pay for any tour on which the employee requesting special leave shall specify the reasons for such exchange of time. Said request shall be submitted in writing twenty-four (24) hours prior to the requested leave time.

SECTION 3: ASSIGNMENT OF OVERTIME

In the assignment of overtime, the Chief or his designee shall assign from the seniority list.

SECTION 4

The Billerica Fire Department shall consist of a staff to include: Fire Chief, Assistant Chief, Fire Prevention Captain, Fire Prevention Firefighter and Training Division Captain. (Either Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

The line members shall consist of the following:

Four (4) Shift Commanders (rank of Captain), a House Captain for each substation, Lieutenants at each station, Eight (8) Rescue Technicians (rank of Firefighter), Firefighters and Civilian Dispatchers.

ARTICLE 5

COMPENSATORY TIME OFF

All hours worked in excess of ten (10) hours on any day tour of duty, or fourteen (14) hours on any night tour of duty, shall be compensated for at the overtime rate established by Chapter 62, Acts of 1969, of the Massachusetts General Laws, Members holding overtime beyond their regular tour of duty, shall be granted a minimum of two (2) hours pay, and all fractions of an hour shall be compensated for the next one-half hour (1/2).

Members covered under the terms of this contract called back on duty, shall be compensated for at least four (4) hours, in the event that overtime actually worked is less than four (4) hours, overtime rate of pay as established by Chapter 62, Acts of 1969, of the Massachusetts General Laws. All firefighters shall check with the officer in charge of the detail before leaving the Fire Station.

ARTICLE 6

DUTIES

The duties of the members of the Fire Department shall consist of prevention, control and extinguishing of fires and all rescues, hazardous materials incidents, public fire education, emergency medical services (EMS), in service inspections and pre-fire planning and duties reasonably related thereto, and all recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety and cleanliness within the Fire Department.

ARTICLE 7

VACATIONS

SECTION 1

Employees shall accrue vacations as follows:
After 6 months of service 2 weeks

After 5 years of service 3 weeks
After 10 years of service 4 weeks
After 15 years of service 5 weeks

After 20 years 1 additional day for a total of five (5) weeks and one (1) day, after 25 years one (1) additional day for a total of five (5) weeks and two (2) days.

SECTION 2

Upon the death of an employee, his/her pro-rated vacation days earned shall be paid to his/her estate.

SECTION 3

For the purpose of this agreement, a week shall mean two (2) day tours and two (2) night tours. Each employee shall be permitted to take at least two (2) weeks of vacation from June 1 through September 30.

SECTION 4

Employees who are eligible for a vacation, whose services are terminated voluntarily, through no fault of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such termination, retirement, or entrance into the Armed Forces has occurred.

SECTION 5

Employees may carry over up to sixty-two (62) hours vacation until June 30 of the fiscal year.

SECTION 6

Requests for vacation will be made at least one (1) hour prior to the employee's scheduled reporting time except in bona fide emergency. In the case of such claimed emergency, the employee shall furnish evidence of the emergency to the Chief.

SECTION 7

An employee who is on sick leave for more than forty-five (45) days shall not be entitled to vacation time until his/her return to active duty at which time he/she vacation will be pro-rated.

SECTION 8

A member of the Bargaining unit may choose to utilize up to one week of vacation time as personal time. In order to do so they

must notify the Chief in writing by December 1, for the upcoming calendar year's vacation.

ARTICLE 8

PAID HOLIDAYS

The following days shall be paid holidays for all the Firefighters covered by this contract:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King Day	
Christmas Day	

SECTION 1

Holiday pay shall be one-fourth (1/4) the employees weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday, is on vacation, injury leave, or sick leave. The Christmas holiday shall be compensated for all in the payroll for the week in which the Christmas holiday falls. An employee shall not be compensated for a holiday which falls within a period in which he/she is on sick leave for more than forty-five (45) days.

SECTION 2

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, inclusive of Section 1 of this Article, all employees who work during a day tour or night tour of duty commencing on or after 8:00 AM on Thanksgiving, or who work between the hours of 6:00 PM December 24 and 6:00 PM December 25 (24 hours) will receive time and one-half (1 1/2) the applicable hourly rate for all hours of such work provided that, for each such holiday, no employee will receive compensation pursuant to this section greater than the equivalent of time and one-half (1 1/2) a complete day tour or a complete night tour of duty.

ARTICLE 9

SECTION 1: BEREAVEMENT LEAVE

•(D) In the event of a death of a mother, father, spouse, child, brother, or sister of an employee, he/she shall be granted bereavement leave without loss of pay for five (5) calendar days following the day of death.' In the event of a death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law or any other relative residing in the household, the employee shall be granted bereavement leave without loss of pay for three (3) calendar days following the day of death.

•(E) In the event of the death of other relatives, the employee may be granted bereavement leave without the loss of pay for one (1) work day following the day for attendance of the funeral or wake subject to the approval of the Chief.

•(F) In cases where funeral arrangements are delayed or out of state, the employee may be granted a reasonable amount of additional leave without the loss of pay or being required to make up such time, provided that such leave be is necessary for attendance of the funeral subject to the approval of the Chief.

SECTION 2: INJURY LEAVE

Whenever a Firefighter is incapacitated for duty due to injury sustained in the performance of his/her duty, or a Firefighter assigned to special duty by his/her superior, • whether or not he/she is paid for such special duty by the Town, he/she shall be granted leave without loss of pay for such period of incapacity. All amount payable shall be paid at the same time, and in the same manner as, compensation of the Firefighter.

SECTION 3

Medical expenses incurred as a consequence of an injury on duty shall be paid by the Town in a timely manner.

SECTION 4

The Town will make available Hepatitis B and Tetanus vaccine to all Firefighters. The Town will provide Hepatitis B re-testing every five •(9) years and shall provide a booster shot as necessary. The Town shall provide rabies vaccine to any Firefighter who requests to be vaccinated.

SECTIONS: LIMITED DUTY POLICY

The intent of this policy is to provide a procedure and mechanism for employees who, although unable to perform full firefighting duty, are capable of performing meaning full duties within the Billerica Fire Department; assigning them appropriate tasks and work schedules; monitoring their medical condition by a physician to determine whether limited duty should continue or be ended either by a return to full firefighting duty or by termination of employment The purpose is to give the Town the right to assign employees who have been injured on duty or to provide for employees who are sick or injured due to non-job-related illnesses or injuries the opportunity to contribute to the work and productivity of the Department and where possible protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of M.G.L. c.41, s. 11 IF and both the Town and the employee retain all rights and restrictions granted to them.

This policy is hereby adopted upon the signing of the contract and shall remain in force for the life of the contract.

4. ELIGIBILITY

This policy shall apply to all employees who have been injured in the past, present, or future while in the performance of their duties within the meaning of M.G.L., c.41, s. 111F, and employees who in the future will be receiving sick leave benefits for non-work related injuries and illnesses. This policy shall apply after the employee has been absent from work for a period of 16 consecutive shifts, excluding hospital time.

SECTION 6

Employees returning to full day within one (1) year after injury leave shall return to the assignment the employee held before such absence. Such assignment cannot be grieved by Bargaining Unit members.

5. PROCEDURE

- I. Any employee who has been absent from duty on injury leave, within the meaning of c. 41, s. 111F, may be assigned by the Town to limited duty and any employee absent from duty due to non-work related injury or illness may request to be assigned to limited duty by the Town pending a return to full duty. The Town will arrange for a medical evaluation regarding the length and extent of disability, including an opinion as to the ability of the employee to perform limited duty. In the event that the employee disputed the Town's medical evaluation, he may to be examined by his/her own physician at the expense of the employee and said physician shall be afforded a full opportunity to consult with the Town physician as to the fitness of the employee to perform limited duty. If the town physician and the employee's physician disagree as to the employee's fitness for limited duty a third physician agreeable to both shall examine the employee and render a written advisory medical opinion as to the employee's fitness for limited duty.
- J. Each physician shall be provided with a description of limited duty activities and shall have access to all pertinent medical records.
- K. When an employee is assigned to limited duty, such limited duty shall not interfere with an on-going medical treatment. During any period when limited duty is being performed, if the employee loses work time and such loss related to the line of duty injury, the lost time shall be charged to injured leave status. If the employee is assigned, at his request, to limited duty due to a non-job related illness or injury and he loses work time it shall be charged to his sick time.
- L. Limited duty shall cease when the firefighter is either capable of returning to full firefighting status, is retired, or the town determines that insufficient limited duty work is available.
- M. Limited duty shall consist of tasks assigned by the Town,

including but not limited to: dispatching, fire prevention inspections, education, training and/or administrative tasks. All assigned tasks shall be within the physical capabilities of the employee.

N. Employees assigned to limited duty shall receive full wage and benefit compensation.

O. The fire suppression force shall not be reduced because of the establishment of limited duty and/or limited duty assignments except when an employee is assigned as a dispatcher such employee shall be included as part of the minimum manpower on duty.

P. Limited duty shall be performed on a work schedule of Monday through Friday from 0800 hours to 1600 hours. If a firefighter, including Captains and Lieutenants, is assigned to limited duty by the Town as a dispatcher he shall be assigned to his regular work group and work the regular work schedule. If more than one firefighter on a group is assigned to limited duty, management has the right to reassign such firefighter to a different work group. Firefighters normally assigned to days shall be reassigned to other day shift related duties.

6. DISPUTES

Disputes regarding the interpretation or application of this program shall be subject to grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

ARTICLE 10

SENIORITY

Seniority shall be computed from the first day of continuous service to The Billerica Fire Department. Seniority of officers shall be determined according to his/her time in grade.

ARTICLE 11

FIRE PREVENTION

SECTION 1: FIRE PREVENTION BUREAU

The fire prevention bureau shall be responsible for the fire prevention, investigation and inspection and instruction drills, and to include all other matters relating thereto. The fire prevention bureau shall consist of a permanently assigned Captain and a permanently assigned firefighter. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 2: FIRE ALARM

The Fire Alarm Coordinator shall be in charge of fire alarm. Any personnel needed to assist in repair or maintenance of fire alarms

shall be hired from the fire alarm list on a rotating basis, (per memorandum)

SECTION 3: TRAINING DIVISION

The training division shall consist of one permanently assigned Captain. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 4: SPECIALTY JOB TITLES

The Town and Union will create detailed job descriptions for each specialty position listed in this article. The Fire Chief and Union will move the position of Fire Alarm Coordinator into section 4; without impact on manning.

6. GRANT WRITER: Required to research and provide information on grant money available to the town of Billerica Fire Department to include safety equipment improvements, computers, special programs, and station improvements. Has authority to request grant money.
7. S.A.F.E. PROGRAM COORDINATOR: Required to work in conjunction with money made available through the S.A.F.E. grant money. Will provide education to school children and shall coordinate and run programs with the assistance of the Fire Department and School Department.
8. EMS COORDINATOR: Required to act as a liaison for the Fire Department with OEMS, local hospitals, contagious diseases, the Ryan White Act. Also, any other EMS conditions, etc. HAZ MAT COORDINATOR: To be further trained on how to handle HAZ MAT incidents above the first responder level. HAZ MAT TECHS are to be given the training necessary to perform such tasks and duties. The town shall provide any required equipment.
9. DEFIBRILLATOR COORDINATOR: Coordinate defibrillation program issues and serve as liaison with the medical director. Act as contact person with Emergency Medical Services Region III. The department's contact person will be utilized during our initial training program as an assistant and then as the department's in-house trainer for quarterly skills review and annual rectification. The coordinator must also become a certified CPR instructor.
10. FERE ALARM COORDINATOR: All specialty jobs as listed above shall be compensated at One Thousand (\$1,000) per year payable the first week of July. Hazmat Technicians shall be compensated Five Hundred (\$500).

ARTICLE 12

SECTION 1: SAFETY

It is the desire of the Town and The Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, injuries, and illnesses in the

fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall conform to applicable standards. These devices, apparel and equipment shall be inspected by The Union Safety Committee (consisting of three (3) members) to ensure proper maintenance and replacement. The Chief agrees to meet with The Union Safety Committee quarterly (or at other appropriate times) to discuss health and safety conditions.

A joint Town/Union Committee will be guided but not limited to the following principles:

- f) Make immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- g) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- h) Inspect Fire Dept. facilities and apparatus to detect hazardous physical conditions or unsafe methods, including training procedures.
- i) Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
- j) Promote safety and first aid training for firefighters. In line with the goals listed above, the committee shall:
 - 1) Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
 - 2) Review and analyze all reports of accidents, deaths, injuries and illnesses. Investigate cause and recommend rules and procedures for the promotion of health and safety of the firefighters.

All disputes arising under this article and not resolved by the committee shall be referred to the Town Manager for disposition.

SECTION 2: SNOW REMOVAL

The Town shall have the right to require on-duty firefighters to shovel snow at hydrants. Shoveling of snow at hydrants shall be at the discretion of the Chief. However such discretion shall not be unreasonably exercised.

The Town shall also have the right to call off-duty personnel to shovel snow at hydrants. In the event off-duty firefighters are called, it shall be on a seniority basis and at the usual overtime rate.

SECTION 3

Up to 3 shifts per year, each Safety Committee member shall be allowed time off without charge to any other leave to attend seminars, workshops, or demonstrations related to safety issues. Subject matter to be beneficial to the Town and Union members and with the approval of the Chief.

ARTICLE 13

INDEMNIFICATIONS OF FIREFIGHTERS

The Town shall indemnify the Firefighters in accordance with Chapter 258, Section 9 of Massachusetts General Laws.

ARTICLE 14

FIRE WATCH DUTY

~~Rate of pay shall be \$43.00 per hour for private details and \$40.00 per hour for Town work.~~

Rate of pay shall be equal to the overtime pay of a top step Lieutenant for private details and equal to the overtime pay of a top step Firefighter for Town work.

Whenever any private person or organization is required to, or shall seek the services of employees of The Fire Department for fire watch duty, such work shall be rotated among these employees who volunteer for such work during their off duty hours. A detail will consist of a minimum of four hours. All details performed on a Holiday that is covered in this agreement shall be compensated at one and one half times (1 1/2) the detail rate. Any detail over four (4) hours shall be paid a minimum of eight

(8) hours for that detail. Any detail that exceeds eight (8) hours shall be paid at one and one half (1 1/2) times the detail rate. Any additional portion of an hour worked shall be considered a full hour. The time compensated shall include time sufficient to dry hoses, and clean all equipment used by the firefighters on the detail. This work shall not be considered as a basis for overtime pay by the town.

ARTICLE 15

SECTION 1: LEAVES OF ABSENCE

Employees shall be granted leaves of absence in accordance with Civil Service Laws.

SECTION 2: SAVINGS CLAUSE

The provisions of this agreement are severable, and if any provision shall be held invalid by any court or competent jurisdiction, such decision of the court shall not affect or impair any of the remaining provisions.

SECTION 3: MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town or the Chief not listed herein. Such inherent management rights shall remain with the Town or the Chief subject to the provisions of the Agreement.

The employer shall have the exclusive right, subject to the provisions of this agreement and consistent with the applicable laws and regulations:

- (H) To direct employees of the employer in the performance of their duties;
- (I) To hire, promote, transfer, assign, and retain employees in positions within the

Fire Department and to suspend, demote, discharge, or take other disciplinary action against such employees;

- (J) To maintain the efficiency of the operations entrusted to it;
- (K) To determine the methods, means, and personnel by which such operations are to be conducted;
- (L) To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an 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;
- (M) 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 the Agreement
- (N) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town.

SECTION 4: NO STRIKE CLAUSE

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, or slowdown, or withholding of services of himself or by any other employee.

ARTICLE 16

UNION MANAGEMENT CO-OPERATION

With the approval of The Chief, The Union shall be permitted to use the Fire Department buildings at a reasonable time for meetings. The Town shall provide bulletin boards or space at each station for Union use.

The Fire Department shall maintain a list of all members of the bargaining unit containing amounts of vacation time, sick time, personal days. The list shall be accessible to all members and shall be updated monthly.

ARTICLE 17

GRIEVANCE-ARBITRATION

A grievance arising out of the interpretation or application of this Agreement may be processed in the following manner:

STEP 1: The Union and/or an employee or group of employees shall initiate the grievance in writing with the chief or his designee within fourteen (14) calendar days in writing.

STEP 2: If the grievance remains unsettled after step 1, it shall be presented in writing to The Town Administrator within fourteen (14) calendar days after the Chiefs response is due. The Town Administrator shall respond in writing within fourteen (14) calendar days.

STEP 3: If the grievance remains unsettled after step 2, the Union may, within fifteen (15) calendar days of the due date of The Town Administrators response submit the grievance to the Massachusetts Board of Conciliation and Arbitration.

The Arbitrator shall have no authority to add to, subtract from, alter or amend this Agreement. His/her decision shall be binding upon the parties. The fees and other expenses of the Arbitrator shall be shared equally by the parties.

Employees, not to exceed two (2) participating in such grievance arbitration shall be on administrative leave when such participation occurs during their regular work schedule.

Failure to process the grievance within the above time limits shall constitute a waiver of the grievance.

A complaint not arising out of the interpretation of the Agreement may be processed only through step 1 of the procedure.

ARTICLE 18

This agreement represents the entire agreement of the parties and may not be modified except as provided herein during its terms except by mutual agreement of the parties.

ARTICLE 19

SICK LEAVE

SECTION 1

Non-occupational sick leave of 15 days a year shall be granted to employees covered by this agreement on July 1. Employees shall be allowed to accumulate unused sick leave. Upon the death, line of duty disability retirement or retirement after fifteen years' service of a member of this unit, the Town will buy back up to 70 days of accumulated sick leave. (1 day= 12 hours)

Employees hired after January 1, 2015 shall not be entitled to sick leave buyback.

- I. Accumulation of sick days to be capped at One hundred eighty (180) days. Any current employee (July 1, 2006) with more that 180 will have accrual frozen at current level. Accrual will recommence if at any time the amount falls below 180 days.
- II. Establish maximum days that an employee may use from the sick leave bank at one hundred eighty (180) days for any one illness.

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.

A yearly bonus shall be paid in July for non-use of sick leave in prior fiscal year:

0 days used...
\$500

1-4 days used
...\$400

5-7 days used
...\$275

SECTION 2

Any employee utilizing sick leave for three consecutive working days, or more, shall be required to provide a Doctors certificate to the Fire Chief. Any employee who is out on unexcused leave for fifteen (15) days in a year, July 1, - June 30, may be required to provide a doctor's note for each sick day after the fifteenth.

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 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 scheduled reporting time except in a bona fide emergency. In the case of such claimed emergency, the employer shall furnish evidence of the emergency to the Chief.

ARTICLE 20

EDUCATIONAL INCENTIVE SECTION 1

(D) ELIGIBILITY

All employees who have successfully completed a minimum of ten (10) fire science credits shall be eligible to receive education increments.

(E) AMOUNT

For each eligible credit the firefighter shall receive sixty (\$60.00) per credit to

a maximum of Five Thousand Dollars (\$5,~~50~~00) for an Associate's Degree in Fire Science and a maximum of Six thousand Dollars (\$6,~~70~~00) for a Bachelor's Degree in either Management or Fire Science and a maximum of Seven Thousand dollars (\$~~8~~7,000) for a Master's Degree in either Management or Fire Science.

Firefighters hired after July 1, 2020 receiving a sixty dollar stipend per credit shall continue to receive this amount as long as they complete another course within four years. Failure to complete a class within four years will cause this stipend to cease. If a firefighter resumes taking classes towards a degree those credits will be eligible for the stipend as long as those credits would be accepted in a degree program.

To be eligible for a payment of an Associate's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years. To be eligible for payment of a Bachelor's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years and must also hold an Associate's Degree in Fire Science.

Members of the Collective Bargaining unit will only be eligible for Education Incentive for Master's Degree if they hold an Associate's Degree in Fire Science or they hold a Master's Degree in Fire Science or Management The Master's Degree must be in either Fire Science or Management,

(F) METHOD OF PAYMENT

By November 15th of each year, an eligible firefighter must submit to the Chief an official transcript that certifies the successful completion of all eligible courses. Payment shall be made by July 30th.

SECTION 2: EMT CERTIFICATION

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.

New EMT Step, will be added to Wage scale addendum and a new step on the wage scale will be added that will pay EMT's as follows:

Effective January 1, 2015, replace the current EMT wage scale with the following:

EMT B=3.3% increase in regular compensation and overtime.

EMT P=4.9% increase in regular compensation and overtime

Employees hired prior to January 1, 2015, upon successful completion of an EMT_B certification program by June 30, 2016, shall receive a reimbursement for their

expenses associated with such programs not to exceed \$600.00.

As a condition of employment, any member hired after January 1, 2015, will be required to obtain and maintain either a Massachusetts Emergency Medical Technician certification or a National Registry of Emergency Technician Certification. All new members will have one (1) year from their hiring date to acquire their certification or face disciplinary action up to and including the possible termination of their employment. Members may use their own paid or unpaid leave to complete any certification or recertification. The Town and Chief will provide reasonable accommodations in the case of members attending the Fire Academy and/or who sustain injuries. The Town and the Chief will pay for any EMT recertification expenses, as well as provide one (1) yearly in-house refresher. The Town and Chief will provide reasonable accommodations to allow members that are Paramedics to attend off-site training and recertification classes.

The Town will pay for EMT annual recertification. The Town will either submit the certification and payment for the employee(s) or the employee may submit their recertification on their own and the Town will reimburse them.

As a condition of employment all employees of the Bargaining Unit will be certified and trained to use and administer an Epipen, This certification must be maintained each year. Effective July 1, 2004 only, all members of the bargaining unit will receive \$100 in then-base pay in consideration of the new certification.

SECTION 3: TRAINING

The Town agrees that all new firefighters shall attend and successfully complete a recruit course in firefighting at the Massachusetts Fire Academy, or equivalent school. Reasonable accommodations will be made in case of injury Senior men/women shall also be allowed to attend available refresher courses in firefighting and related subjects at the discretion of the Chief. New-permanent Fire Officer will attend academy officer training two week course. New Permanent Fire Lieutenants will be assigned to Headquarters for an anticipated period of 1year, or until bidding rights allow transfer to facilitate training under the supervision of a Shift Commander.

The town agrees to pay the IRS established rate per mile for firefighters attending the Fire Academy or equivalent school. If more than one firefighter is attending at the same time, mileage will be paid for only one vehicle.

Firefighters attending the Firefighters Academy or equivalent school shall be paid their weekly rate even though the hours at the school exceeds the average work week.

In addition, the Town will budget \$9,000 annually to provide educational classes on Fire Science advances, hazardous materials handling, etc. for the employees. Attendance to be determined by the Chief.

ARTICLE 21

SPECIAL ASSIGNMENT PAY

SECTION 1

Qualified individuals shall be designated by the Chief to perform the duties of mechanic, who shall receive 20% pay differential as part of his/her base pay, and assistant mechanic, who shall receive 15% pay differential as part of his/her base pay.

SECTION 2

Individuals shall be designated by the chief to Fire Prevention Firefighter. The Fire Prevention Firefighter shall receive \$84.00 weekly to be included in his/her regular compensation.

SECTION 3

Individuals shall be designated by the chief to Fire Prevention Captain and Training Division Captain. All Captains promoted after July 1, 2019 will be assigned to Fire Prevention and Training (in no certain order) an anticipated period of 1 year, or until bidding rights allow transfer to facilitate administrative experience in these leadership disciplines. These positions shall receive \$42.00 weekly to be included in his/her regular compensation.

SECTION 4

Eight (8) individuals shall be designated by the chief as Rescue Technicians at the rank of Firefighter and assigned to Headquarters as line Firefighters. Rescue Technicians will be certified in the disciplines of water, ice, rope, confined space and trench rescue. Rescue Technicians shall receive 3% increase in regular compensation and overtime.

SECTION 5

Four (4) Captains positions currently assigned to Engine 1 will be reassigned as Shift Commanders at the rank of Captain and assigned to Headquarters as line officers in a command vehicle. Shift Commanders shall receive 3% increase in regular compensation and overtime. Shift Commanders will assume additional administrative responsibilities that will be rotated annually. These responsibilities will be in the areas of Budget administration, Policy administration, Supply administration and Equipment Maintenance. Future assignment to Shift Commander will be based on four (4) criteria as determined by the Chief and Union: department seniority, time in grade, education, leadership ability and experience.

SECTION 6

Qualified individuals shall be designated by the chief as the following specialists: grant writer, S.A.F.E. Program coordinator, EMS Coordinator, HAZ MAT Coordinator, Defibrillator Coordinator and Fire Alarm Coordinator. All shall be compensated at \$1,000.00 annually payable the first pay day in July. The Chief shall have the right to create specialty positions as needed. The union and the chief shall

agree upon such qualifications and criteria for each specialty position.

ARTICLE 22

SECTION 1: PAST PRACTICE

All existing terms and conditions not modified by this agreement shall continue with full force and effect.

SECTION 2: PAY DIFFERENTIAL

The current practice for shift differential pay shall be 8% of base pay from 6:00 PM to 8:00 AM.

ARTICLE 23 UNIFORM ALLOWANCE

Effective July 1, 2005 \$1,000 payable the last pay day in July

Each Employee shall receive a clothing allowance each July to purchase necessary uniforms and equipment.

All new employees must wait one full fiscal year before being eligible for an annual clothing allowance. New employees shall be given \$2000.00 for initial purchase of uniforms and equipment in accordance with the fire department clothing regulations.

The Chief shall establish the regulation uniform and protective gear to be worn and utilized by the personnel in conjunction with the Union Safety Committee. The Town will provide the following protective gear (boots, turnout pants, suspenders, turnout coat, gloves, nomex hood, and helmet with face protector. N.F.P.A. 1999 and any other protective gear deemed necessary by the Chief in conjunction with the Union Safety Committee. The Town will replace all protective gear when said gear is damaged or becomes unserviceable. This is to include all station uniforms, eyeglasses, contact lenses, hearing aids, dental applications etc. The Town will be responsible for having all protective gear cleaned twice per year and repaired when necessary.

Each member of the bargaining unit shall receive \$200.00 per year for a uniform cleaning allowance.

Effective July 1, 2004 all members of specialized teams as designated by the Fire Chief will receive \$250 per year for specialized clothing or equipment Effective July 1, 2004 payment for Uniform allowance will be in two payments July 1 and January 1.

Article 24 Wages

The wages for each of the bargaining unit members shall be adjusted according to the following:

~~Effective July 1, 2016: 2%~~

~~Effective July 1, 2017: 2%~~

~~Effective July 1, 2018: 2%~~

The following will be implemented on June 30, 2019:

The current wage scale will be amended by moving all steps and eliminating the 30 year step according to the following:

Eliminates the 30 year step

Step 25 will be the equivalent of the former step 30

Step 20 will be the equivalent of the former step 25

Step 15 will be the equivalent of the former step 20

Step 10 will be the equivalent of the former step 15

Step 5 will be the equivalent of the former step 10

Step 4 will be the equivalent of the former step 5

Step 3 will be the equivalent of the former step 4

Step 2 will be the equivalent of the former step 3

Step 1 will be the equivalent of the former step 2

Step minimum will be the equivalent of the former step 1

~~Effective July 1, 2019: 2.8%~~

Effective July 1, 2020 2.3%

Effective July 1, 2021 2.1%

Effective July 1, 2022 2.1%

ARTICLE 25

COURT TIME

SECTION 1

Court time shall mean any time a firefighter or officer appears in court as a result of any action or involvement by him/her as a firefighter, after his/her regular work shift, or on a day off.

SECTION 2

All court appearances on off duty days will be paid at time and a half (1 1/2) his/her regular hourly pay, with a four (4) hour minimum for each court appearance.

JURY DUTY

When called for Jury Duty all employees covered by the provisions of this agreement shall receive the amount equal to the difference between his/her normal compensation and the amount for jury duty. Proper documentation must be provided to the Fire Chief.

ARTICLE 26

DURATION

In the event either party desires to amend, modify or terminate this agreement, it shall notify the other party no later than one hundred twenty (120) days prior to June 30, 20~~23~~¹⁹.

In the event that neither party notifies the other party in accordance with this article, this agreement shall renew itself for one (1) year.

During negotiations for a successor contract, the terms and conditions of the existing contract shall continue until the new contract is in force.

July 1, 20~~2016~~ through June 30, 202³⁰.

ARTICLE 27

PERSONAL DAYS

The Town agrees to provide three (3) personal days per year to all firefighters. Said personal days shall be allowed only for pressing personal business. Barring emergency situations, notifications of such personal days must be given at least one hour (1) hour in advance of the personal days. For the purpose of this section, two (2) personal days maybe day tours and one (1) personal day may be a night

tour of duty. Personal time may be taken in a minimum of four (4) hour increments at the beginning or the end of each shift.

ARTICLE 28

TERMINATION OF EMPLOYMENT

SECTION 1

The percentage paid toward the cost of medical insurance coverage, by the Town, for the retired firefighters shall not be less than paid for any other retired employee. The Town shall make every effort to accomplish this goal.

ARTICLE 29

PROMOTIONAL EXAMS

Promotional exams shall be given every two (2) years beginning May 1990 or in the event that an exam is not held by Civil Service in May 1990 the Town will apply for the next available exam. If the list of qualified candidates is exhausted before the next scheduled exam, an exam will be called for at that time.

ARTICLE 30

MISCELLANEOUS

The Town will implement a Section 125 Cafeteria Plan for all eligible employees of the unit.

In addition the Town agrees to provide a Dental Program for the employees, payment for which is to be shared by the Town and the employee.

ARTICLE 31 FAMILY

MEDICAL LEAVE

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave such as; personal time, vacation time, personal sick bank and union sick bank. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of family illness. An employee can certify that he/she is needed to care for the family member.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or the serious illness of the employee, his

or her spouse, child, including adopted or foster child or parent
Serious illness is defined in accordance with the Family Medical Leave
Act 29 CFR S825.114, When necessary, leave may be consecutive,
intermittent, or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage
during such leave at the same level of contribution. Seniority will
accrue

during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and be entitled to any other benefit the employee would have accrued had he/she not taken the leave.

ARTICLE 32

DRUG TESTING PROGRAM

"The Town and the Union recognize that the critical mission of performing to duties of firefighting the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program."

I, DRUG TESTING BASED ON REASONABLE SUSPICION

- F. An employee shall be subject to an immediate drug test if reasonable Suspicion of drug use is determined by an employee's supervisor.
- G. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
 - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - (2) A documented pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, ^coordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
 - (3) Arrest, indictment or conviction for a drug related offense or the Identification of an employee, through an affidavit, as the focus of a criminal investigation into

illegal drug use or trafficking.

- (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
- (5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as a law enforcement agencies.
- (6) Involved in an accident with "accident" being defined as an unplanned, unexpected and unintended event which:

- (a) occurs on Department property, on Department business or during working hours; and

- (b) initially appears to have been caused wholly or partially by an employee; and

- (c) results in either:

- (i) fatality;

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

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

The Supervisor shall consult with a Deputy Chief and/or the Fire Chief in determining whether reasonable suspicion exists and if the employee shall be referred for testing. The Supervisor shall provide a written report setting forth his/her grounds for determining reasonable suspicion.

- H. In those cases where the Supervisor determined that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.
- I. Once an employee has been referred for testing based on reasonable suspicion it will be the responsibility of a Supervisor to advise the employee of such decision and to escort the employee to the collection facility. The Supervisor shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to the collection facility to act as an observer the Union representative will not be allowed into the collection bathroom. Once the collection procedures are over the Supervisor shall transport the employee to the Fire Station and arrange for transportation for the employee to his/her home or residence. The Supervisor shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not

substantiated The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

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

5. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief or the Supervisor at the time a specimen is provided by the employee, The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject to protest, and this by the
Supervisor, the sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
6. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article, The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Supervisor. The employee and the Union shall have the right to refute any of the reasons articulated.
7. Should the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Fire Chief, who shall notify the employee in question of the results.
8. Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

III. POST-INCIDENT TESTING

A. An employee shall be subject to an immediate post-incident drug test when in a "critical incident"⁵. A "critical incident" is defined as:

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

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

III. PROCEDURES FOR DRUG TESTING

- A. All urine drug testing will be performed under the Federal Department of Health and Human services mandatory Guidelines for federal workplace testing as described in Appendix DT/S-T, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMIT") with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites; marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

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

Initial Test Cut-Off Levels (ng/ml)	
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites (25 mg/ml if immunoassay specific for morphine)	2000
Phencyclidine	25
Amphetamines	1000

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

Confirmatory Test Cut-Off Levels (ng/ml)	
Marijuana Metabolites	15
Cocaine Metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

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

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

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

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

VII. REFUSAL TO SUBMIT TO TESTING

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

VIII. CONSEQUENCE OF A CONFIRMED POSITIVE TEST

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

B. An employee must provide documentation to the Town through the Fire Chief regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a

certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or Fire Chief with proof of successful completion of said rehabilitation program.

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

IX. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

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

VIH Confidentiality of Records

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

ATTACHMENT A

The IAFF Local 1495 has agreed to accept the Town's changes to a biweekly Pay System. The Town has agreed to provide financial counseling to any employee that would like assistance in this change and that the change will occur when the employee would receive three checks. This will only occur if all other bargaining units within the town accept the change. In the rare occurrence of an additional pay period; the town will insure that all firefighters are made whole.



Town of Billerica

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF
BILLERICA

AND

THE BILLERICA FIREFIGHTER LOCAL1495 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO

~~JULY 1, 2016 – JUNE 30, 2019~~

~~JULY 1, 2019 – June 30 2020~~

July 1, 2020 – June 30, 2023

ARTICLE 5

This agreement and any supplementary agreements as may be executed hereunder from time to time together constitute a collective bargaining agreement by and between the Town of Billerica
Firefighters Union

I.A.F.F. Local 1495 hereinafter called the Union and the Town of Billerica.

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

ARTICLE 1

SECTION 1: RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for all employees of the fire department excluding the Chief, Acting Chief, and the fire department clerks.

SECTION 2: UNION DUES AND SERVICE FEES

9.E. Subject to "B" below, the Town shall deduct union dues and assessments as the amounts shall from time to time be certified in writing to the Town by the Treasurer of the Union from the wages of each member of the union who has executed a Dues Check off Authorization form. The Town shall remit such aggregate amount to the Treasurer with a list of employees who have said dues and assessments deducted by the eleventh (11) day of the succeeding month.

G.F. Agency Service Fee

{1) Effective the thirtieth (30) day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this agreement to the Union in such an amount as shall be in accordance with Chapter 150E, Section 12.

•**(10)** The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of

application of this Article. The Union agrees to assume full responsibility for the disposition of the Monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town treasurer as may be required by said Town treasurer under General Laws, Chapter 180, Section 17G,

♦(11) Any authorization for deduction shall be on the

following form:

FIRE DEPARTMENT DATE

TO: TOWN TREASURER

PAYROLL DEDUCTION AUTHORIZATION- AGENCY SERVICE
FEE

I hereby authorize and direct the Town Treasurer or the Head of the Fire Department to deduct the agency service fee charged against me by Local 1495, IAFF, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current monthly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Billerica, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

~~(5)~~(12) This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article 1 of this agreement.

SECTION 3: UNION BUSINESS LEAVE

- K. Employees covered by this agreement, not to exceed three (3) persons, conducting negotiations with the Town shall be allowed time for such negotiations with the Town without loss of pay or benefits and without being required to make up such time.
- L. The Town agrees to grant time off without loss of pay or benefits and without being required to make up such time to those employees designated by the Union to attend the following:
 - (1) Biennial Convention of International Association of Firefighters, AFL-CIO, two (2) delegates.
 - (2) Annual Convention of Professional Firefighters of Massachusetts, AFL-CIO, six (6) delegates.
 - (3) Nine (9) monthly Association meetings, two (2) delegates.
- M. The Union officers unable to accept overtime or detail assignment because of participation in Union business shall not be charged with a refusal.
- N. Up to three (3) shifts a year, each Union officer shall be allowed time off without charge to any other leave to attend Professional Firefighter seminars or workshops; subject matter to be beneficial to the Town and the Union members and with the approval of the Fire Chief.
- O. Members of the bargaining unit designated by the Union President as "good and welfare/ public relations" representatives shall be granted time off without charge to any other leave and at the discretion of the Chief to participate in community relations, functions, or activities (Yankee Doodle, funerals, parades, etc.)

ARTICLE 2

SECTION 1: DISCIPLINARY ACTIONS

- E. No employee shall be disciplined, demoted, or discharged involuntarily except for just cause.
- F. Upon discipline, demotion, or discharge allegedly not for just cause, the employee may file a claim either through Article XVII (grievance-arbitration) or through the provisions of Civil Service, but not both. Such election of the remedy must be made in writing to the Chief of the Department within ten (10) days of the discipline, demotion, or discharge. An election of one process (Article XVII or Civil Service) shall automatically constitute a waiver of the alternative procedure. Failure to notify the Chief within said ten (10) days of an election of remedy shall constitute a waiver of both Article XVII and Civil Service remedies,

SECTION 2: WORKING OUT OF GRADE

Members of the Fire Department through the rank of Deputy Chief, who are ordered to serve temporarily in a higher rank for a period of one (1) or more working days, will be compensated at the rate established for the next higher rank than their present rank. Only periods comprising a normal one (1) day or night tour of duty shall be so compensated,

ARTICLE 3

SECTION 1: VACANCIES. POSTING. BIDDING AND ASSIGNMENTS

A vacancy to be filled by the employer caused by retirement, death, resignation, separation or the establishment of a new position shall be posted for seven (7) calendar days prior being filled. A job description shall be posted with the requirements shall be agreed upon by the Town and the union prior to said vacancy, or vacancies being filled.

For the purposes of this agreement, all job title pertaining to Articles 4, 11, and 21 of this agreement shall be awarded to the most qualified individuals. All job descriptions and qualifications shall be agreed upon by the Town and Union prior to the appointment of said individuals)

All employees covered by this agreement shall be given equal opportunity and time off to attend training courses and or sessions to meet such qualifications agreed upon by the Town and Union.

Any new position (s) created by the Town and/or union shall be covered under this section as well.

This section shall not apply if there is an established civil service list.

SECTION 2: TRANSFER

Station assignments shall be filled with the senior person of appropriate rank. The Chief shall unilaterally transfer employees only for just cause.

SECTION 3: FILLING A VACANCY IN OFFICER RANKS

An absence or vacancy in officer ranks anticipated to last more than thirty (30) days shall be filled by same employee on a continuing basis in the manner authorized by Civil Service laws and rules. The purpose of this provision is to provide for stability and continuity of supervision.

SECTION 4: DETAILED COMPENSATION

If an employee is detailed to work at other than his/her assigned station, the employee shall receive seventy dollars (\$70.00) per detail.

SECTION 5: CIVILIAN DISPATCH

In the event of budgetary restraints the town agrees that civilian dispatchers will be dismissed before any firefighter covered by this agreement.

ARTICLE 4

SECTION 1: HOURS

The Town and Union acknowledge that those cover by this agreement will work a twenty-four (24) hour shift schedule. No firefighter will be permitted to work more than 48 hours at any one time unless the Chief requires it in the event of a holdover, working fire, storm conditions or other conditions, which in the Chiefs opinion would threaten public safety.

SECTION 2: SUBSTITUTION-EXCHANGE OF TIME

Employees, with the approval of the Chief or his designee, shall be granted special leave, with pay for any tour on which the employee requesting special leave shall specify the reasons for such exchange of time. Said request shall be submitted in writing twenty-four (24) hours prior to the requested leave time.

SECTION 3: ASSIGNMENT OF OVERTIME

In the assignment of overtime, the Chief or his designee shall assign from the seniority list.

SECTION 4

The Billerica Fire Department shall consist of a staff to include: Fire Chief, Assistant Chief, Fire Prevention Captain, Fire Prevention Firefighter and Training Division Captain. (Either Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

The line members shall consist of the following:

Four (4) Shift Commanders (rank of Captain), a House Captain for each substation, Lieutenants at each station, Eight (8) Rescue Technicians (rank of Firefighter), Firefighters and Civilian Dispatchers.

ARTICLE 5

COMPENSATORY TIME OFF

All hours worked in excess of ten (10) hours on any day tour of duty, or fourteen (14) hours on any night tour of duty, shall be compensated for at the overtime rate established by Chapter 62, Acts of 1969, of the Massachusetts General Laws, Members holding overtime beyond their regular tour of duty, shall be granted a minimum of two (2) hours pay, and all fractions of an hour shall be compensated for the next one-half hour (1/2).

Members covered under the terms of this contract called back on duty, shall be compensated for at least four (4) hours, in the event that overtime actually worked is less than four (4) hours, overtime rate of pay as established by Chapter 62, Acts of 1969, of the Massachusetts General Laws. All firefighters shall check with the officer in charge of the detail before leaving the Fire Station.

ARTICLE 6

DUTIES

The duties of the members of the Fire Department shall consist of prevention, control and extinguishing of fires and all rescues, hazardous materials incidents, public fire education, emergency medical services (EMS), in service inspections and pre-fire planning and duties reasonably related thereto, and all recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety and cleanliness within the Fire Department.

ARTICLE 7

VACATIONS

SECTION 1

Employees shall accrue vacations as follows:
After 6 months of service 2 weeks

After 5 years of service 3 weeks
After 10 years of service 4 weeks
After 15 years of service 5 weeks

After 20 years 1 additional day for a total of five (5) weeks and one (1) day, after 25 years one (1) additional day for a total of five (5) weeks and two (2) days.

SECTION 2

Upon the death of an employee, his/her pro-rated vacation days earned shall be paid to his/her estate.

SECTION 3

For the purpose of this agreement, a week shall mean two (2) day tours and two (2) night tours. Each employee shall be permitted to take at least two (2) weeks of vacation from June 1 through September 30.

SECTION 4

Employees who are eligible for a vacation, whose services are terminated voluntarily, through no fault of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such termination, retirement, or entrance into the Armed Forces has occurred.

SECTION 5

Employees may carry over up to sixty-two (62) hours vacation until June 30 of the fiscal year.

SECTION 6

Requests for vacation will be made at least one (1) hour prior to the employee's scheduled reporting time except in bona fide emergency. In the case of such claimed emergency, the employee shall furnish evidence of the emergency to the Chief.

SECTION 7

An employee who is on sick leave for more than forty-five (45) days shall not be entitled to vacation time until his/her return to active duty at which time he/she vacation will be pro-rated.

SECTION 8

A member of the Bargaining unit may choose to utilize up to one week of vacation time as personal time. In order to do so they

must notify the Chief in writing by December 1, for the upcoming calendar year's vacation.

ARTICLE 8

PAID HOLIDAYS

The following days shall be paid holidays for all the Firefighters covered by this contract:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King Day	
Christmas Day	

SECTION 1

Holiday pay shall be one-fourth (1/4) the employees weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday, is on vacation, injury leave, or sick leave. The Christmas holiday shall be compensated for all in the payroll for the week in which the Christmas holiday falls. An employee shall not be compensated for a holiday which falls within a period in which he/she is on sick leave for more than forty-five (45) days.

SECTION 2

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, inclusive of Section 1 of this Article, all employees who work during a day tour or night tour of duty commencing on or after 8:00 AM on Thanksgiving, or who work between the hours of 6:00 PM December 24 and 6:00 PM December 25 (24 hours) will receive time and one-half (1 1/2) the applicable hourly rate for all hours of such work provided that, for each such holiday, no employee will receive compensation pursuant to this section greater than the equivalent of time and one-half (1 1/2) a complete day tour or a complete night tour of duty.

ARTICLE 9

SECTION 1: BEREAVEMENT LEAVE

| ~~(A)~~(G) In the event of a death of a mother, father, spouse, child, brother, or sister of an employee, he/she shall be granted bereavement leave without loss of pay for five (5) calendar days following the day of death.' In the event of a death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law or any other relative residing in the household, the employee shall be granted bereavement leave without loss of pay for three (3) calendar days following the day of death.

~~(B)~~(H) In the event of the death of other relatives, the employee may be granted bereavement leave without the loss of pay for one (1) work day following the day for attendance of the funeral or wake subject to the approval of the Chief.

~~(C)~~(I) In cases where funeral arrangements are delayed or out of state, the employee may be granted a reasonable amount of additional leave without the loss of pay or being required to make up such time, provided that such leave be is necessary for attendance of the funeral subject to the approval of the Chief.

SECTION 2: INJURY LEAVE

Whenever a Firefighter is incapacitated for duty due to injury sustained in the performance of his/her duty, or a Firefighter assigned to special duty by his/her superior, • whether or not he/she is paid for such special duty by the Town, he/she shall be granted leave without loss of pay for such period of incapacity. All amount payable shall be paid at the same time, and in the same manner as, compensation of the Firefighter.

SECTION 3

Medical expenses incurred as a consequence of an injury on duty shall be paid by the Town in a timely manner.

SECTION 4

The Town will make available Hepatitis B and Tetanus vaccine to all Firefighters. The Town will provide Hepatitis B re-testing every five •(13) years and shall provide a booster shot as necessary. The Town shall provide rabies vaccine to any Firefighter who requests to be vaccinated.

SECTIONS: LIMITED DUTY POLICY

The intent of this policy is to provide a procedure and mechanism for employees who, although unable to perform full firefighting duty, are capable of performing meaning full duties within the Billerica Fire Department; assigning them appropriate tasks and work schedules; monitoring their medical condition by a physician to determine whether limited duty should continue or be ended either by a return to full firefighting duty or by termination of employment The purpose is to give the Town the right to assign employees who have been injured on duty or to provide for employees who are sick or injured due to non-job-related illnesses or injuries the opportunity to contribute to the work and productivity of the Department and where possible protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of M.G.L. c.41, s. 11 IF and both the Town and the employee retain all rights and restrictions granted to them.

This policy is hereby adopted upon the signing of the contract and shall remain in force for the life of the contract.

7. ELIGIBILITY

This policy shall apply to all employees who have been injured in the past, present, or future while in the performance of their duties within the meaning of M.G.L., c.41, s. 111F, and employees who in the future will be receiving sick leave benefits for non-work related injuries and illnesses. This policy shall apply after the employee has been absent from work for a period of 16 consecutive shifts, excluding hospital time.

SECTION 6

Employees returning to full day within one (1) year after injury leave shall return to the assignment the employee held before such absence. Such assignment cannot be grieved by Bargaining Unit members.

8. PROCEDURE

Q. Any employee who has been absent from duty on injury leave, within the meaning of c. 41, s. 111F, may be assigned by the Town to limited duty and any employee absent from duty due to non-work related injury or illness may request to be assigned to limited duty by the Town pending a return to full duty. The Town will arrange for a medical evaluation regarding the length and extent of disability, including an opinion as to the ability of the employee to perform limited duty. In the event that the employee disputed the Town's medical evaluation, he may to be examined by his/her own physician at the expense of the employee and said physician shall be afforded a full opportunity to consult with the Town physician as to the fitness of the employee to perform limited duty. If the town physician and the employee's physician disagree as to the employee's fitness for limited duty a third physician agreeable to both shall examine the employee and render a written advisory medical opinion as to the employee's fitness for limited duty.

R. Each physician shall be provided with a description of limited duty activities and shall have access to all pertinent medical records.

S. When an employee is assigned to limited duty, such limited duty shall not interfere with an on-going medical treatment. During any period when limited duty is being performed, if the employee loses work time and such loss related to the line of duty injury, the lost time shall be charged to injured leave status. If the employee is assigned, at his request, to limited duty due to a non-job related illness or injury and he loses work time it shall be charged to his sick time.

T. Limited duty shall cease when the firefighter is either capable of returning to full firefighting status, is retired, or the town determines that insufficient limited duty work is available.

U. Limited duty shall consist of tasks assigned by the Town, including but not limited to: dispatching, fire prevention inspections,

education, training and/or administrative tasks. All assigned tasks shall be within the physical capabilities of the employee.

V. Employees assigned to limited duty shall receive full wage and benefit compensation.

W. The fire suppression force shall not be reduced because of the establishment of limited duty and/or limited duty assignments except when an employee is assigned as a dispatcher such employee shall be included as part of the minimum manpower on duty.

X. Limited duty shall be performed on a work schedule of Monday through Friday from 0800 hours to 1600 hours. If a firefighter, including Captains and Lieutenants, is assigned to limited duty by the Town as a dispatcher he shall be assigned to his regular work group and work the regular work schedule. If more than one firefighter on a group is assigned to limited duty, management has the right to reassign such firefighter to a different work group. Firefighters normally assigned to days shall be reassigned to other day shift related duties.

9. DISPUTES

Disputes regarding the interpretation or application of this program shall be subject to grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

ARTICLE 10

SENIORITY

Seniority shall be computed from the first day of continuous service to The Billerica Fire Department. Seniority of officers shall be determined according to his/her time in grade.

ARTICLE 11

FIRE PREVENTION

SECTION 1: FIRE PREVENTION BUREAU

The fire prevention bureau shall be responsible for the fire prevention, investigation and inspection and instruction drills, and to include all other matters relating thereto. The fire prevention bureau shall consist of a permanently assigned Captain and a permanently assigned firefighter. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 2: FIRE ALARM

The Fire Alarm Coordinator shall be in charge of fire alarm. Any personnel needed to assist in repair or maintenance of fire alarms shall be hired from the fire alarm list on a rotating basis, (per

memorandum)

SECTION 3: TRAINING DIVISION

The training division shall consist of one permanently assigned Captain. (Captain may be filled with a Deputy Chief until attrition of the rank of Deputy Chief).

SECTION 4: SPECIALTY JOB TITLES

The Town and Union will create detailed job descriptions for each specialty position listed in this article. The Fire Chief and Union will move the position of Fire Alarm Coordinator into section 4; without impact on manning.

11. GRANT WRITER: Required to research and provide information on grant money available to the town of Billerica Fire Department to include safety equipment improvements, computers, special programs, and station improvements. Has authority to request grant money.
12. S.A.F.E. PROGRAM COORDINATOR: Required to work in conjunction with money made available through the S.A.F.E. grant money. Will provide education to school children and shall coordinate and run programs with the assistance of the Fire Department and School Department.
13. EMS COORDINATOR: Required to act as a liaison for the Fire Department with OEMS, local hospitals, contagious diseases, the Ryan White Act. Also, any other EMS conditions, etc. HAZ MAT COORDINATOR: To be further trained on how to handle HAZ MAT incidents above the first responder level. HAZ MAT TECHS are to be given the training necessary to perform such tasks and duties. The town shall provide any required equipment.
14. DEFIBRILLATOR COORDINATOR: Coordinate defibrillation program issues and serve as liaison with the medical director. Act as contact person with Emergency Medical Services Region III. The department's contact person will be utilized during our initial training program as an assistant and then as the department's in-house trainer for quarterly skills review and annual rectification. The coordinator must also become a certified CPR instructor.
15. FIRE ALARM COORDINATOR: All specialty jobs as listed above shall be compensated at One Thousand (\$1,000) per year payable the first week of July. Hazmat Technicians shall be compensated Five Hundred (\$500).

ARTICLE 12

SECTION 1: SAFETY

It is the desire of the Town and The Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, injuries, and illnesses in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall conform to applicable standards. These devices, apparel and equipment shall be inspected by The Union Safety Committee (consisting of three (3) members) to ensure proper maintenance and replacement. The Chief agrees to meet with The Union Safety Committee quarterly (or at other appropriate times) to discuss health and safety conditions.

A joint Town/Union Committee will be guided but not limited to the following principles:

- k) Make immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- l) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- m) Inspect Fire Dept. facilities and apparatus to detect hazardous physical conditions or unsafe methods, including training procedures.
- n) Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
 - o) Promote safety and first aid training for firefighters. In line with the goals listed above, the committee shall:
 - 1) Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
 - 2) Review and analyze all reports of accidents, deaths, injuries and illnesses. Investigate cause and recommend rules and procedures for the promotion of health and safety of the firefighters.

All disputes arising under this article and not resolved by the committee shall be referred to the Town Manager for disposition.

SECTION 2: SNOW REMOVAL

The Town shall have the right to require on-duty firefighters to shovel snow at hydrants. Shoveling of snow at hydrants shall be at the discretion of the Chief. However such discretion shall not be unreasonably exercised.

The Town shall also have the right to call off-duty personnel to shovel snow at hydrants. In the event off-duty firefighters are called, it shall be on a seniority basis and at the usual overtime rate.

SECTION 3

Up to 3 shifts per year, each Safety Committee member shall be allowed time off without charge to any other leave to attend seminars, workshops, or demonstrations related to safety issues. Subject matter to be beneficial to the Town and Union members and with the approval of the Chief.

ARTICLE 13

INDEMNIFICATIONS OF FIREFIGHTERS

The Town shall indemnify the Firefighters in accordance with Chapter 258, Section 9 of Massachusetts General Laws.

ARTICLE 14

FIRE WATCH DUTY

~~Rate of pay shall be \$43.00 per hour for private details and \$40.00 per hour for Town work.~~

Rate of pay shall be equal to the overtime pay of a top step Lieutenant for private details and equal to the overtime pay of a top step Firefighter for Town work.

Whenever any private person or organization is required to, or shall seek the services of employees of The Fire Department for fire watch duty, such work shall be rotated among these employees who volunteer for such work during their off duty hours. A detail will consist of a minimum of four hours. All details performed on a Holiday that is covered in this agreement shall be compensated at one and one half times (1 1/2) the detail rate. Any detail over four (4) hours shall be paid a minimum of eight

(8) hours for that detail. Any detail that exceeds eight (8) hours shall be paid at one and one half (1 1/2) times the detail rate. Any additional portion of an hour worked shall be considered a full hour. The time compensated shall include time sufficient to dry hoses, and clean all equipment used by the firefighters on the detail. This work shall not be considered as a basis for overtime pay by the town.

ARTICLE 15

SECTION 1: LEAVES OF ABSENCE

Employees shall be granted leaves of absence in accordance with Civil Service Laws.

SECTION 2: SAVINGS CLAUSE

The provisions of this agreement are severable, and if any provision shall be held invalid by any court or competent jurisdiction, such decision of the court shall not affect or impair any of the remaining provisions.

SECTION 3: MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town or the Chief not listed herein. Such inherent management rights shall remain with the Town or the Chief subject to the provisions of the Agreement.

The employer shall have the exclusive right, subject to the provisions of this agreement and consistent with the applicable laws and regulations:

- (O) To direct employees of the employer in the performance of their duties;
- (P) To hire, promote, transfer, assign, and retain employees in positions within the

Fire Department and to suspend, demote, discharge, or take other disciplinary action against such employees;

(Q) To maintain the efficiency of the operations entrusted to it;

(R) To determine the methods, means, and personnel by which such operations are to be conducted;

(S) To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an 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;

(T) 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 the Agreement

(U) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town.

SECTION 4: NO STRIKE CLAUSE

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, or slowdown, or withholding of services of himself or by any other employee.

ARTICLE 16

UNION MANAGEMENT CO-OPERATION

With the approval of The Chief, The Union shall be permitted to use the Fire Department buildings at a reasonable time for meetings. The Town shall provide bulletin boards or space at each station for Union use.

The Fire Department shall maintain a list of all members of the bargaining unit containing amounts of vacation time, sick time, personal days. The list shall be accessible to all members and shall be updated monthly.

ARTICLE 17

GRIEVANCE-ARBITRATION

A grievance arising out of the interpretation or application of this Agreement may be processed in the following manner:

STEP 1: The Union and/or an employee or group of employees shall initiate the grievance in writing with the chief or his designee within fourteen (14) calendar days in writing.

STEP 2: If the grievance remains unsettled after step 1, it shall be presented in writing to The Town Administrator within fourteen (14) calendar days after the Chiefs response is due. The Town Administrator shall respond in writing within fourteen (14) calendar days.

STEP 3: If the grievance remains unsettled after step 2, the Union may, within fifteen (15) calendar days of the due date of The Town Administrators response submit the grievance to the Massachusetts Board of Conciliation and Arbitration.

The Arbitrator shall have no authority to add to, subtract from, alter or amend this Agreement. His/her decision shall be binding upon the parties. The fees and other expenses of the Arbitrator shall be shared equally by the parties.

Employees, not to exceed two (2) participating in such grievance arbitration shall be on administrative leave when such participation occurs during their regular work schedule.

Failure to process the grievance within the above time limits shall constitute a waiver of the grievance.

A complaint not arising out of the interpretation of the Agreement may be processed only through step 1 of the procedure.

ARTICLE 18

This agreement represents the entire agreement of the parties and may not be modified except as provided herein during its terms except by mutual agreement of the parties.

ARTICLE 19

SICK LEAVE

SECTION 1

Non-occupational sick leave of 15 days a year shall be granted to employees covered by this agreement on July 1. Employees shall be allowed to accumulate unused sick leave. Upon the death, line of duty disability retirement or retirement after fifteen years' service of a member of this unit, the Town will buy back up to 70 days of accumulated sick leave. (1 day= 12 hours)

Employees hired after January 1, 2015 shall not be entitled to sick leave buyback.

- I. Accumulation of sick days to be capped at One hundred eighty (180) days. Any current employee (July 1, 2006) with more that 180 will have accrual frozen at current level. Accrual will recommence if at any time the amount falls below 180 days.
- II. Establish maximum days that an employee may use from the sick leave bank at one hundred eighty (180) days for any one illness.

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.

A yearly bonus shall be paid in July for non-use of sick leave in prior fiscal year:

0 days used...
\$500

1-4 days used
...\$400

5-7 days used
...\$275

SECTION 2

Any employee utilizing sick leave for three consecutive working days, or more, shall be required to provide a Doctors certificate to the Fire Chief. Any employee who is out on unexcused leave for fifteen (15) days in a year, July 1, - June 30, may be required to provide a doctor's note for each sick day after the fifteenth.

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 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 scheduled reporting time except in a bona fide emergency. In the case of such claimed emergency, the employer shall furnish evidence of the emergency to the Chief.

ARTICLE 20

EDUCATIONAL INCENTIVE SECTION 1

(G) ELIGIBILITY

All employees who have successfully completed a minimum of ten (10) fire science credits shall be eligible to receive education increments.

(H) AMOUNT

For each eligible credit the firefighter shall receive sixty (\$60.00) per credit to

a maximum of Five Thousand Dollars (\$5,500) for an Associate's Degree in Fire Science and a maximum of Six thousand Dollars (\$6,700) for a Bachelor's Degree in either Management or Fire Science and a maximum of Seven Thousand dollars (\$87,000) for a Master's Degree in either Management or Fire Science.

Firefighters hired after July 1, 2020 receiving a sixty dollar stipend per credit shall continue to receive this amount as long as they complete another course within four years. Failure to complete a class within four years will cause this stipend to cease. If a firefighter resumes taking classes towards a degree those credits will be eligible for the stipend as long as those credits would be accepted in a degree program.

To be eligible for a payment of an Associate's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years. To be eligible for payment of a Bachelor's Degree an employee must be an employee of The Billerica Fire Department for a minimum of four years and must also hold an Associate's Degree in Fire Science.

Members of the Collective Bargaining unit will only be eligible for Education Incentive for Master's Degree if they hold an Associate's Degree in Fire Science or they hold a Master's Degree in Fire Science or Management The Master's Degree must be in either Fire Science or Management,

(I) METHOD OF PAYMENT

By November 15th of each year, an eligible firefighter must submit to the Chief an official transcript that certifies the successful completion of all eligible courses. Payment shall be made by July 30th.

SECTION 2: EMT CERTIFICATION

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.

New EMT Step, will be added to Wage scale addendum and a new step on the wage scale will be added that will pay EMT's as follows:

Effective January 1, 2015, replace the current EMT wage scale with the following:

EMT B=3.3% increase in regular compensation and overtime.

EMT P=4.9% increase in regular compensation and overtime

Employees hired prior to January 1, 2015, upon successful completion of an EMT_B certification program by June 30, 2016, shall receive a reimbursement for their

expenses associated with such programs not to exceed \$600.00.

As a condition of employment, any member hired after January 1, 2015, will be required to obtain and maintain either a Massachusetts Emergency Medical Technician certification or a National Registry of Emergency Technician Certification. All new members will have one (1) year from their hiring date to acquire their certification or face disciplinary action up to and including the possible termination of their employment. Members may use their own paid or unpaid leave to complete any certification or recertification. The Town and Chief will provide reasonable accommodations in the case of members attending the Fire Academy and/or who sustain injuries. The Town and the Chief will pay for any EMT recertification expenses, as well as provide one (1) yearly in-house refresher. The Town and Chief will provide reasonable accommodations to allow members that are Paramedics to attend off-site training and recertification classes.

The Town will pay for EMT annual recertification. The Town will either submit the certification and payment for the employee(s) or the employee may submit their recertification on their own and the Town will reimburse them.

As a condition of employment all employees of the Bargaining Unit will be certified and trained to use and administer an Epipen, This certification must be maintained each year. Effective July 1, 2004 only, all members of the bargaining unit will receive \$100 in then-base pay in consideration of the new certification.

SECTION 3: TRAINING

The Town agrees that all new firefighters shall attend and successfully complete a recruit course in firefighting at the Massachusetts Fire Academy, or equivalent school. Reasonable accommodations will be made in case of injury Senior men/women shall also be allowed to attend available refresher courses in firefighting and related subjects at the discretion of the Chief. New-permanent Fire Officer will attend academy officer training two week course. New Permanent Fire Lieutenants will be assigned to Headquarters for an anticipated period of 1year, or until bidding rights allow transfer to facilitate training under the supervision of a Shift Commander.

The town agrees to pay the IRS established rate per mile for firefighters attending the Fire Academy or equivalent school. If more than one firefighter is attending at the same time, mileage will be paid for only one vehicle.

Firefighters attending the Firefighters Academy or equivalent school shall be paid their weekly rate even though the hours at the school exceeds the average work week.

In addition, the Town will budget \$9,000 annually to provide educational classes on Fire Science advances, hazardous materials handling, etc. for the employees. Attendance to be determined by the Chief.

ARTICLE 21

SPECIAL ASSIGNMENT PAY

SECTION 1

Qualified individuals shall be designated by the Chief to perform the duties of mechanic, who shall receive 20% pay differential as part of his/her base pay, and assistant mechanic, who shall receive 15% pay differential as part of his/her base pay.

SECTION 2

Individuals shall be designated by the chief to Fire Prevention Firefighter. The Fire Prevention Firefighter shall receive \$84.00 weekly to be included in his/her regular compensation.

SECTION 3

Individuals shall be designated by the chief to Fire Prevention Captain and Training Division Captain. All Captains promoted after July 1, 2019 will be assigned to Fire Prevention and Training (in no certain order) an anticipated period of 1 year, or until bidding rights allow transfer to facilitate administrative experience in these leadership disciplines. These positions shall receive \$42.00 weekly to be included in his/her regular compensation.

SECTION 4

Eight (8) individuals shall be designated by the chief as Rescue Technicians at the rank of Firefighter and assigned to Headquarters as line Firefighters. Rescue Technicians will be certified in the disciplines of water, ice, rope, confined space and trench rescue. Rescue Technicians shall receive 3% increase in regular compensation and overtime.

SECTION 5

Four (4) Captains positions currently assigned to Engine 1 will be reassigned as Shift Commanders at the rank of Captain and assigned to Headquarters as line officers in a command vehicle. Shift Commanders shall receive 3% increase in regular compensation and overtime. Shift Commanders will assume additional administrative responsibilities that will be rotated annually. These responsibilities will be in the areas of Budget administration, Policy administration, Supply administration and Equipment Maintenance. Future assignment to Shift Commander will be based on four (4) criteria as determined by the Chief and Union: department seniority, time in grade, education, leadership ability and experience.

SECTION 6

Qualified individuals shall be designated by the chief as the following specialists: grant writer, S.A.F.E. Program coordinator, EMS Coordinator, HAZ MAT Coordinator, Defibrillator Coordinator and Fire Alarm Coordinator. All shall be compensated at \$1,000.00 annually payable the first pay day in July. The Chief shall have the right to create specialty positions as needed. The union and the chief shall

agree upon such qualifications and criteria for each specialty position.

ARTICLE 22

SECTION 1: PAST PRACTICE

All existing terms and conditions not modified by this agreement shall continue with full force and effect.

SECTION 2: PAY DIFFERENTIAL

The current practice for shift differential pay shall be 8% of base pay from 6:00 PM to 8:00 AM.

ARTICLE 23 UNIFORM ALLOWANCE

Effective July 1, 2005 \$1,000 payable the last pay day in July

Each Employee shall receive a clothing allowance each July to purchase necessary uniforms and equipment.

All new employees must wait one full fiscal year before being eligible for an annual clothing allowance. New employees shall be given \$2000.00 for initial purchase of uniforms and equipment in accordance with the fire department clothing regulations.

The Chief shall establish the regulation uniform and protective gear to be worn and utilized by the personnel in conjunction with the Union Safety Committee. The Town will provide the following protective gear (boots, turnout pants, suspenders, turnout coat, gloves, nomex hood, and helmet with face protector. N.F.P.A. 1999 and any other protective gear deemed necessary by the Chief in conjunction with the Union Safety Committee. The Town will replace all protective gear when said gear is damaged or becomes unserviceable. This is to include all station uniforms, eyeglasses, contact lenses, hearing aids, dental applications etc. The Town will be responsible for having all protective gear cleaned twice per year and repaired when necessary.

Each member of the bargaining unit shall receive \$200.00 per year for a uniform cleaning allowance.

Effective July 1, 2004 all members of specialized teams as designated by the Fire Chief will receive \$250 per year for specialized clothing or equipment Effective July 1, 2004 payment for Uniform allowance will be in two payments July 1 and January 1.

Article 24 Wages

The wages for each of the bargaining unit members shall be adjusted according to the following:

~~Effective July 1, 2016: 2%~~

~~Effective July 1, 2017: 2%~~

~~Effective July 1, 2018: 2%~~

The following will be implemented on June 30, 2019:

The current wage scale will be amended by moving all steps and eliminating the 30 year step according to the following:

Eliminates the 30 year step

Step 25 will be the equivalent of the former step 30

Step 20 will be the equivalent of the former step 25

Step 15 will be the equivalent of the former step 20

Step 10 will be the equivalent of the former step 15

Step 5 will be the equivalent of the former step 10

Step 4 will be the equivalent of the former step 5

Step 3 will be the equivalent of the former step 4

Step 2 will be the equivalent of the former step 3

Step 1 will be the equivalent of the former step 2

Step minimum will be the equivalent of the former step 1

~~Effective July 1, 2019: 2.8%~~

Effective July 1, 2020 2.3%

Effective July 1, 2021 2.1%

Effective July 1, 2022 2.1%

ARTICLE 25

COURT TIME

SECTION 1

Court time shall mean any time a firefighter or officer appears in court as a result of any action or involvement by him/her as a firefighter, after his/her regular work shift, or on a day off.

SECTION 2

All court appearances on off duty days will be paid at time and a half (1 1/2) his/her regular hourly pay, with a four (4) hour minimum for each court appearance.

JURY DUTY

When called for Jury Duty all employees covered by the provisions of this agreement shall receive the amount equal to the difference between his/her normal compensation and the amount for jury duty. Proper documentation must be provided to the Fire Chief.

ARTICLE 26

DURATION

In the event either party desires to amend, modify or terminate this agreement, it shall notify the other party no later than one hundred twenty (120) days prior to June 30, 20~~23~~¹⁹.

In the event that neither party notifies the other party in accordance with this article, this agreement shall renew itself for one (1) year.

During negotiations for a successor contract, the terms and conditions of the existing contract shall continue until the new contract is in force.

July 1, 20~~2016~~ through June 30, 202³⁰.

ARTICLE 27

PERSONAL DAYS

The Town agrees to provide three (3) personal days per year to all firefighters. Said personal days shall be allowed only for pressing personal business. Barring emergency situations, notifications of such personal days must be given at least one hour (1) hour in advance of the personal days. For the purpose of this section, two (2) personal days maybe day tours and one (1) personal day may be a night

tour of duty. Personal time may be taken in a minimum of four (4) hour increments at the beginning or the end of each shift.

ARTICLE 28

TERMINATION OF EMPLOYMENT

SECTION 1

The percentage paid toward the cost of medical insurance coverage, by the Town, for the retired firefighters shall not be less than paid for any other retired employee. The Town shall make every effort to accomplish this goal.

ARTICLE 29

PROMOTIONAL EXAMS

Promotional exams shall be given every two (2) years beginning May 1990 or in the event that an exam is not held by Civil Service in May 1990 the Town will apply for the next available exam. If the list of qualified candidates is exhausted before the next scheduled exam, an exam will be called for at that time.

ARTICLE 30

MISCELLANEOUS

The Town will implement a Section 125 Cafeteria Plan for all eligible employees of the unit.

In addition the Town agrees to provide a Dental Program for the employees, payment for which is to be shared by the Town and the employee.

ARTICLE 31 FAMILY

MEDICAL LEAVE

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave such as; personal time, vacation time, personal sick bank and union sick bank. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of family illness. An employee can certify that he/she is needed to care for the family member.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or the serious illness of the employee, his

or her spouse, child, including adopted or foster child or parent
Serious illness is defined in accordance with the Family Medical Leave
Act 29 CFR S825.114, When necessary, leave may be consecutive,
intermittent, or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage
during such leave at the same level of contribution. Seniority will
accrue

during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and be entitled to any other benefit the employee would have accrued had he/she not taken the leave.

ARTICLE 32

DRUG TESTING PROGRAM

"The Town and the Union recognize that the critical mission of performing to duties of firefighting the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program."

I, DRUG TESTING BASED ON REASONABLE SUSPICION

- K. An employee shall be subject to an immediate drug test if reasonable Suspicion of drug use is determined by an employee's supervisor.
- L. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:
 - (1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - (2) A documented pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, ^coordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
 - (3) Arrest, indictment or conviction for a drug related offense or the Identification of an employee, through an affidavit, as the focus of a criminal investigation into

illegal drug use or trafficking.

- (4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
- (5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as a law enforcement agencies.
- (6) Involved in an accident with "accident" being defined as an unplanned, unexpected and unintended event which:

- (a) occurs on Department property, on Department business or during working hours; and

- (b) initially appears to have been caused wholly or partially by an employee; and

- (c) results in either:

- (i) fatality;

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

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

The Supervisor shall consult with a Deputy Chief and/or the Fire Chief in determining whether reasonable suspicion exists and if the employee shall be referred for testing. The Supervisor shall provide a written report setting forth his/her grounds for determining reasonable suspicion.

- M. In those cases where the Supervisor determined that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.
- N. Once an employee has been referred for testing based on reasonable suspicion it will be the responsibility of a Supervisor to advise the employee of such decision and to escort the employee to the collection facility. The Supervisor shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to the collection facility to act as an observer the Union representative will not be allowed into the collection bathroom. Once the collection procedures are over the Supervisor shall transport the employee to the Fire Station and arrange for transportation for the employee to his/her home or residence. The Supervisor shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not

substantiated The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

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

9. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief or the Supervisor at the time a specimen is provided by the employee, The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject to protest, and this by the
Supervisor, the sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
10. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article, The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Supervisor. The employee and the Union shall have the right to refute any of the reasons articulated.
11. Should the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Fire Chief, who shall notify the employee in question of the results.
12. Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

IV. POST-INCIDENT TESTING

A. An employee shall be subject to an immediate post-incident drug test when in a "critical incident"⁵. A "critical incident" is defined as:

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

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

IV. PROCEDURES FOR DRUG TESTING

- A. All urine drug testing will be performed under the Federal Department of Health and Human services mandatory Guidelines for federal workplace testing as described in Appendix DT/S-T, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMIT") with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites; marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

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

Initial Test Cut-Off Levels (ng/ml)	
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites (25 mg/ml if immunoassay specific for morphine)	2000
Phencyclidine	25
Amphetamines	1000

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

Confirmatory Test Cut-Off Levels (ng/ml)	
Marijuana Metabolites	15
Cocaine Metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

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

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

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

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

X. REFUSAL TO SUBMIT TO TESTING

An employee's refusal to submit to a test when directed will be treated the same as a positive and will be immediately placed on leave. Failure or refusal to submit to such tests as directed includes the failure to proceed directly to the testing facility as directed, failure to provide an adequate amount of urine for testing, or failure to complete all of the necessary paperwork.

Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including termination.

XI. CONSEQUENCE OF A COTS1FIRMED POSITIVE TEST

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

B. An employee must provide documentation to the Town through the Fire Chief regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or Fire Chief with proof of successful completion of said rehabilitation program.

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

XII. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Department of Health and Human Services.
- B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing

the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is-to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

VIH Confidentiality of Records

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

ATTACHMENT A

The IAFF Local 1495 has agreed to accept the Town's changes to a biweekly Pay System. The Town has agreed to provide financial counseling to any employee that would like assistance in this change and that the change will occur when the employee would receive three checks. This will only occur if all other bargaining units within the town accept the change. In the rare occurrence of an additional pay period; the town will insure that all firefighters are made whole.

Fire Department Wage Schedule - FY21 Wages 2.3.0% -- Effective 7/1/20

Wednesday, June 10, 2020

Position		Minimum	Step 1	Step 2	Step 3	Step 4	5 Years	10 Years	15 Years	20 Years	25 Years
Deputy Fire Chief	Grade One	1,708.15	1,775.47	1,846.49	1,920.35	1,954.67	1,974.02	2,007.59	2,051.77	2,101.91	2,164.97
		40.6703	42.2730	43.9640	45.7225	46.5397	47.0004	47.7997	48.8517	50.0454	51.5468
		61.0055	63.4096	65.9459	68.5838	69.8096	70.5005	71.6996	73.2775	75.0682	77.3202
			3.94%	4.00%	4.00%	1.79%	0.99%	1.70%	2.20%	2.44%	3.00%
Deputy Fire Chief/EMT - B	Grade Two	1,764.5217	1,834.0580	1,907.4203	1,983.7172	2,019.1714	2,039.1575	2,073.8392	2,119.4784	2,171.2712	2,236.4095
		42.0124	43.6680	45.4148	47.2314	48.0755	48.5514	49.3771	50.4638	51.6969	53.2478
		63.0186	65.5021	68.1222	70.8470	72.1133	72.8271	74.0657	75.6957	77.5454	79.8718
Deputy Fire Chief/EMT - P	Grade Three	1,791.8521	1,862.4655	1,936.9641	2,014.4427	2,050.4461	2,070.7417	2,105.9607	2,152.3067	2,204.9017	2,271.0489
		42.6631	44.3444	46.1182	47.9629	48.8201	49.3034	50.1419	51.2454	52.4977	54.0726
		63.9947	66.5166	69.1773	71.9444	73.2302	73.9551	75.2129	76.8681	78.7465	81.1089
Shift Comm. Captain	Grade Thirteen	1,534.28	1,594.61	1,658.39	1,724.74	1,766.90	1,766.80	1,801.38	1,844.23	1,893.17	1,949.97
Fire Captain + 3%		36.5305	37.9670	39.4855	41.0651	41.5929	42.0666	42.8900	43.9103	45.0756	46.4278
		54.7957	56.9505	59.2282	61.5977	62.3893	63.0999	64.3350	65.8655	67.6133	69.6418
			3.93%	4.00%	4.00%	1.29%	1.14%	1.96%	2.38%	2.65%	3.00%
Shift Comm. Captain EMT-B	Grade Fourteen	1,584.9118	1,647.2367	1,713.1175	1,781.6525	1,804.5484	1,825.1008	1,860.8248	1,905.0923	1,955.6478	2,014.3184
		37.7360	39.2199	40.7885	42.4203	42.9654	43.4548	44.3054	45.3593	46.5630	47.9600
		56.6040	58.8299	61.1828	63.6304	64.4482	65.1822	66.4580	68.0390	69.8446	71.9399
Shift Comm. Captain EMT-P	Grade Fifteen	1,609.4603	1,672.7505	1,739.6518	1,809.2483	1,832.4988	1,853.3695	1,889.6469	1,934.6001	1,985.9386	2,045.5179
		38.3205	39.8274	41.4203	43.0773	43.6309	44.1278	44.9916	46.0619	47.2843	48.7028
		57.4807	59.7411	62.1304	64.6160	65.4464	66.1918	67.4874	69.0929	70.9264	73.0542
Fire Capitan	Grade Four	1,489.59	1,548.17	1,610.09	1,674.50	1,696.02	1,715.33	1,748.91	1,790.52	1,838.04	1,893.18
		35.4664	36.8611	38.3356	39.8690	40.3814	40.8413	41.6406	42.6314	43.7627	45.0756
		53.1996	55.2917	57.5033	59.8035	60.5721	61.2619	62.4609	63.9471	65.6441	67.6134
			3.93%	4.00%	4.00%	1.29%	1.14%	1.96%	2.38%	2.65%	3.00%
Fire Capitan/EMT - B	Grade Five	1,538.7444	1,599.2560	1,663.2262	1,729.7553	1,751.9872	1,771.9386	1,806.6204	1,849.6047	1,898.6903	1,955.6510
		36.6368	38.0775	39.6006	41.1846	41.7140	42.1890	43.0148	44.0382	45.2069	46.5631
		54.9552	57.1163	59.4009	61.7770	62.5710	63.2835	64.5222	66.0573	67.8104	69.8447
Fire Capitan/EMT - P	Grade Six	1,562.5778	1,624.0266	1,688.9877	1,756.5472	1,779.1235	1,799.3839	1,834.6029	1,878.2529	1,928.0989	1,985.9418
		37.2042	38.6673	40.2140	41.8226	42.3601	42.8425	43.6810	44.7203	45.9071	47.2843
		55.8064	58.0010	60.3210	62.7338	63.5401	64.2637	65.5215	67.0805	68.8607	70.9265
Fire Lieutenant	Grade Seven	1,286.05	1,336.46	1,389.92	1,445.52	1,466.78	1,486.12	1,519.71	1,559.05	1,604.24	1,652.37
		30.6203	31.8206	33.0934	34.4171	34.9232	35.3839	36.1837	37.1202	38.1962	39.3421
		45.9305	47.7309	49.6401	51.6257	52.3849	53.0758	54.2755	55.6804	57.2943	59.0132
			3.92%	4.00%	4.00%	1.47%	1.32%	2.26%	2.59%	2.90%	3.00%
Fire Lieutenant/EMT - B	Grade Eight	1,328.4928	1,380.5673	1,435.7900	1,493.2216	1,515.1794	1,535.1656	1,569.8648	1,610.4989	1,657.1817	1,706.8973
		31.6308	32.8706	34.1855	35.5529	36.0757	36.5516	37.3777	38.3452	39.4567	40.6404
		47.4462	49.3060	51.2782	53.3293	54.1136		56.0666	57.5178	59.1851	60.9606
Fire Lieutenant/EMT - P	Grade Nine	1,349.0696	1,401.9507	1,458.0287	1,516.3499	1,538.6479	1,558.9436	1,594.1802	1,635.4437	1,682.8496	1,733.3352
		32.1207	33.3798	34.7150	36.1036	36.6345	37.1177	37.9567	38.9391	40.0678	41.2699
		48.1811	50.0697	52.0725	54.1554	54.9517	55.6766	56.9350	58.4087	60.1018	61.9048
Rescue 1 Firefighter	Grade Sixteen	1,098.94	1,141.83	1,187.50	1,235.00	1,284.39	1,304.29	1,338.87	1,377.10	1,421.44	1,464.09
Firefighter + 3%		26.1652	27.1864	28.2739	29.4048	30.5808	31.0545	31.8779	32.7882	33.8439	34.8593
		39.2479	40.7796	42.4109	44.1072	45.8712	46.5818	47.8169	49.1822	50.7659	52.2889
			3.90%	4.00%	4.00%	4.00%	1.55%	2.65%	2.86%	3.22%	3.00%
Rescue 1 Firefighter EMT-B	Grade Seventeen	1,135.2049	1,179.5103	1,226.6925	1,275.7580	1,326.7790	1,347.3313	1,383.0553	1,422.5471	1,468.3519	1,512.4053
		27.0287	28.0836	29.2070	30.3752	31.5900	32.0793	32.9299	33.8702	34.9608	36.0096
		40.5430	42.1254	43.8104	45.5628	47.3850		49.3948	50.8053	52.4411	54.0145
Rescue 1 Firefighter EMT-P	Grade Eighteen	1,152.7880	1,197.7796	1,245.6926	1,295.5180	1,347.3293	1,368.1999	1,404.4773	1,444.5807	1,491.0951	1,535.8307
		27.4473	28.5186	29.6593	30.8457	32.0793	32.5762	33.4399	34.3948	35.5023	36.5674
		41.1710	42.7778	44.4890	46.2685	48.1189	48.8643	50.1599	51.5922	53.2534	54.8511
Firefighter	Grade Ten	1,066.94	1,108.58	1,152.92	1,199.04	1,246.99	1,266.30	1,299.88	1,337.00	1,380.04	1,421.44
		25.4032	26.3947	27.4505	28.5485	29.6902	30.1501	30.9495	31.8333	32.8582	33.8439
		38.1049	39.5920	41.1757	42.8227	44.5353	45.2251	46.4242	47.7499	49.2872	50.7659
			3.90%	4.00%	4.00%	4.00%	1.55%	2.65%	2.86%	3.22%	3.00%
Firefighter/EMT - B	Grade Eleven	1,102.1452	1,145.1601	1,190.9665	1,238.6052	1,288.1401	1,308.0917	1,342.7735	1,381.1194	1,425.5841	1,468.3516
		26.2416	27.2657	28.3563	29.4906	30.6700	31.1450	31.9708	32.8838	33.9425	34.9608
		39.3623	40.8986	42.5345	44.2359	46.0050	46.7176	47.9562	49.3257	50.9137	52.4411
Firefighter/EMT - P	Grade Twelve	1,119.2161	1,162.8973	1,209.4132	1,257.7897	1,308.0920	1,328.3525	1,363.5716	1,402.5114	1,447.6648	1,491.0947
		26.6480	27.6880	28.7956	29.9474	31.1450	31.6274	32.4660	33.3931	34.4682	35.5023
		39.9720	41.5320	43.1933	44.9211	46.7176	47.4412	48.6990	50.0897	51.7023	53.2534
				EMT - B increases the base salary by 3.3 %.							
				EMT - P increases the base salary by 4.9 %.							



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

Billerica Fire Alarm Operators

Local 1495

JULY 1, 20~~20~~20~~16~~ TO JUNE 30, 20~~23~~24~~19~~

ARTICLE 7

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ARTICLE 1 – RECOGNITION

The Town hereby recognizes the Billerica Fire Dispatch as a unit of the Billerica Firefighters Local 1495, an affiliate of The International Association of Firefighters (I.A.F.F.) as the exclusive bargaining representative for full and regular part time fire Dispatchers, excluding the Chief, acting Chief, Firefighters and fire department clerks.

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

ARTICLE 1A - RULES AND REGULATIONS

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

ARTICLE 1B - MANAGEMENT RIGHTS

The Town shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management and reserves and maintains all powers, authority and prerogatives including, without limitation, the exclusive right to issue reasonable departmental rules and regulations governing conduct of the various departmental operations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement, applicable laws and regulations:

1. To direct employees in the performance of their duties.
2. To hire, promote, transfer, assign and to suspend, demote, discharge and to relieve employees from duty.
3. The Fire Chief shall determine the methods, means, and personnel by which such operations are to be conducted.
4. The Fire Chief may make whatever actions necessary to carry out the Department's mission in emergency situations.
5. To maintain the efficiency of the operations entrusted to it.

ARTICLE 1C - STABILITY OF AGREEMENT

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

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

ARTICLE 2 - CREDIT UNION

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

ARTICLE 3 - GRIEVANCE PROCEDURE

GRIEVANCE ARBITRATION

A grievance arising out of the interpretation or application of this Agreement may be processed in the following manner:

STEP 1: The Union and/or an employee or group of employees shall initiate the grievance in writing with the Chief or his designee within fourteen (14) calendar days in writing.

STEP 2: If the grievance remains unsettled after Step 1, it shall be presented in writing to the Town Manager within fourteen (14) calendar days after the Chief's response is due. The Town Manager shall respond in writing within fourteen (14) calendar days.

STEP 3: If the grievance remains unsettled after Step 2, the Union may, within fifteen (15) calendar days of the due date of the Town Manager's response, submit the grievance to the Massachusetts Board of Conciliation and Arbitration. The Arbitrator shall have no authority to add to, subtract from, alter or amend this Agreement. His/her decision shall be binding upon the parties. The fees and other expenses of the Arbitrator shall be shared equally by the parties.

Employees, not to exceed two (2) participating in such grievance arbitration, shall be on administrative leave when such participation occurs during their regular work schedule.

Failure to process the grievance within the above time limits shall constitute a waiver of the grievance.

A complaint not arising out of the interpretation of the Agreement may be processed only through Step 1 of the procedure.

ARTICLE 4 – DISCIPLINE

1. No employee shall be discipline, demoted, transferred, reprimanded or discharged involuntarily except for just cause.
2. Any employee covered by the provisions of the Agreement subjected to actual specific disciplinary action(s) shall and must receive written notification stipulating the specific infractions and the specific action(s) to be taken for such infraction(s).
3. Upon disciplinary actions allegedly not for just cause, the employee may file a claim through this Agreement.
4. Written selection of the claim process in Step #3 must be filed with the Town Manager or his/her designee or Appointing Authority, whoever is applicable and required, within ten (10) business days of receiving written notification in Step #2.
5. Failure to elect a claim process in Step #3 within ten (10) business days to the *appropriate* Town official shall constitute a waiver of both Section VI of the Agreement.

ARTICLE 5 - JUST CAUSE

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

ARTICLE 6 - RE-HIRING POLICY

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

ARTICLE 7 - TERMINATION OF EMPLOYMENT

1. Whenever an employee terminates his/her employment with the Town of Billerica, all benefits associated with cash compensation, which are accumulative in nature, i.e. vacation days, personal days, and sick days shall be paid at the established rate of pay for that time.
2. The employee shall also receive all other pay due at the time of employment termination from the Town of Billerica.
3. Termination status of employment shall be regarded as:
 - (a) Voluntary separation in good standing; or
 - (b) Retirement; or
 - (c) Deathand qualifies the employee for compensation of full and pro-rated benefits due him/her.
4. All compensation shall be paid to the employee or, in the event of his/her death; payment shall be made to the employee's estate.

ARTICLE 8 – LAYOFFS

1. Employees shall have seniority rights in their specific classification according to date of hire, subject to the prevailing provisions of Massachusetts General Laws Chapter 31, dealing with layoff and recall rights, if applicable.
2. A fire Dispatcher who is reduced in hours or laid off shall be place on a recall list.
3. No new fire Dispatchers will be hired until the current recall list for this classification is exhausted.
4. In the event of a layoff , affected employees shall be entitled to be compensated for all unused sick leave and all vacation days to which they are entitled as of the layoff date.

ARTICLE 9 – HOLIDAYS

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

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

SECTION 2 – The Dispatcher working the following holidays will receive additional four (4) hours' pay at the rate being received. These holidays will include Christmas, New Year's Day and Thanksgiving, as well as Christmas Eve Day and New Year's Eve from 1500 hours on.

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

SECTION 4 – Up to eleven holidays may be turned in for current rate.

ARTICLE 10 - PERSONAL AND OTHER LEAVE

SECTION 1 – Each Fire Dispatcher shall be granted three (3) days off with pay each year at his/her discretion for personal reasons. Said day off may not be taken on Christmas Eve, Christmas day, Thanksgiving day, Thanksgiving night, New Year's Eve and New Year's day. Personal days may be used in four (4) hour increments at the beginning or end of each shift. Except for emergencies, Bargaining Unit Members must provide eight (8) hours' advance notice or use of personal days or time.

SECTION 2 – Maternity leave as permitted under Mass. State Laws.

SECTION 3 – Any Fire Dispatcher summoned for jury duty shall be granted leave with pay or allowed necessary time off with pay upon presentation of the appropriate summons to the Chief of the Fire Department or shift commander.

SECTION 3A – Jury Duty: All employees covered by the provisions of this Agreement shall receive the amount equal to the difference between his/her normal compensation and the amount received from the Court. These provisions shall not make compensation to the employee for travel time.

SECTION 3B – Court time shall mean any time a Fire Dispatcher appears in court as a result of any action involvement by him/her as a fire Dispatcher, after his/her regular work shift or on a day off.

SECTION 3C – All court appearances on off duty days will be paid at time and a half (1 ½) of his/her regular hourly pay, with a four (4) hour minimum for each court appearance.

SECTION 4 – Military Duty: All employees covered by the provisions of this Agreement, who are called for State or Federal Military Training forces, shall be paid any difference in compensation between that drawn in the normal and established work period of two (2) weeks in their regular Town employment and the total compensation, excluding travel of the Military Duty. Such compensation shall not exceed two (2) weeks in a calendar year, and shall not include compensation to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

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

ARTICLE 11 - UNION BUSINESS LEAVE

SECTION 1 – Employees covered under this Agreement, not to exceed 1 person, conducting negotiations with the Town shall be allowed time for such negotiations with the Town without the loss of pay or benefits and without being required to make up such time.

SECTION 2 – Members of the Bargaining Unit designed by the Union President as “Good and Welfare/Public Relations” Representatives may be granted time off without charge of any leave and at the discretion of the Chief to participate in community relations, functions and activities.

ARTICLE 12 – VACATION

SECTION 1 – The vacation period shall be from the first day of January to the last day of December of the following year (calendar year). Each Fire Dispatcher shall be permitted to take at least eighty (80) hours of vacation between June and September. Fire Dispatchers shall give one (1) hours' notice in advance to the officer in charge prior to taking vacation day.

SECTION 2 – A Fire Dispatcher may hold for later use in the following year, 240 hours of his/her unused vacation leave upon notification and agreement with the Chief of the Fire Department. At no time shall more than 240 hours be accumulated by a member of the Collective Bargaining Unit for unused vacation time.

SECTION 3 – The vacation leave shall be accrued by Fire Dispatchers covered by this Agreement according to the normal and established number of days worked, in the following schedule.

After six (6) months of service	80 hours of vacation
More than five (5) but less than ten (10) years of service	120 hours of vacation
More than ten (10) but less than fifteen (15) years of service	160 hours of vacation
More than fifteen (15) years of service	200 hours of vacation

SECTION 4 – Upon completion of six (6) months of employment, a newly hired Fire Dispatcher may use 40 or the 80 hours vacation time. The appropriate department supervisor must approve all vacation requests; a minimum of one (1) hour's advance notice is required.

SECTION 5 – Any employee may accumulate full paid compensation to a maximum of 30 vacation days.

SECTION 6 – Any member of the bargaining unit may choose to utilize up to one week of vacation time as personal time. In order to do so they must notify the Chief in writing by December 1 of each year.

ARTICLE 13 - BEREAVEMENT LEAVE

SECTION A – In the event of the death of a mother, father, spouse, child, brother or sister of an employee, he/she shall be granted bereavement leave without loss of pay for five (5) calendar days following the day of death. In the event of the death of a mother-in-law father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law or any other relative residing in the household, the employee shall be granted bereavement leave without loss of pay for three (3) calendar days following the day of death.

SECTION B – In the event of the death of other relatives, the employee may be granted bereavement leave without the loss of pay for one (1) workday following the day for attendance of the funeral or wake subject to the approval of the Chief.

SECTION C – In cases where funeral arrangements are delayed or out of state, the employee may be granted a reasonable amount of additional leave without the loss of pay or being required to make up such time, provided that such leave is necessary for attendance of the funeral subject to the approval of the Chief.

ARTICLE 14 - SICK LEAVE

SECTION 1 – Non-occupational sick leave of fifteen (15) days will be granted to all employees covered by this Agreement. Employees shall be allowed to accumulate unused sick time.

SECTION 2 – Any person utilizing sick leave for three (3) consecutive working days or more, shall be required to provide a doctor's certificate to the Fire Chief. In addition, any person using more than seven (7) unexcused days total in a year shall be required to provide a doctor's certificate to the Fire Chief for every day used beyond the seventh day. For the purpose of the Agreement, a year will be considered July 1 through June 30 of each year.

SECTION 3 – In order to be paid, a Dispatcher is required to notify the Shift Commander that he/she will be on sick leave prior to the start of his/her duty shift, and must be at a location that is accessible to the Chief of Fire or his designee during his assigned shift.

SECTION 4 – Members of the Bargaining Unit may accumulate up to 180 sick days.

SECTION 5 – Employees hired after July 1, 2013 shall not be eligible for sick leave buy back. Employees hired prior to July 1, 2013 are allowed to buy back, up to seventy days of accumulated sick time, at their current base rate pay after ten years of service as a member of the bargaining unit.

SECTION 6 - Sick Days

A pattern of sick leave abuse will also be established when an employee uses five (5) unexcused similar sick days in a year. This may be, but is not limited to, calling in sick on their first or last shift of the week or calling in sick for weekend shifts. An employee shall also be considered as having established pattern of sick leave abuse when five (5) or more unexcused sick days are used in conjunction with vacation, personal time or exchange of time. When the Chief believes a pattern of sick leave abuse exists, he may require an employee to provide a doctor's note for every sick day used thereafter.

The Town will initially fund a sick-leave bank for employees covered by this Agreement with a total of ten (10) days. Administration of this sick-leave bank will be the Town's responsibility and one (1) member of the Bargaining Unit. Final decision of the use of the sick-leave bank will be the Town Manager.

Sick Leave Incentive: Effective July 1, 2004 – A sick leave incentive payment shall be made as follows on an annual basis on or near August 1 for the prior fiscal year:

Sick Leave Incentive effective July 1, 2004:

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

ARTICLE 15 - LEAVE OF ABSENCE

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

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

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

ARTICLE 16 - SUBSTITUTION/REPLACEMENT

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

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

SECTION 3 – Fire Dispatcher seeking such “swap” shall be required to give at least a one (1) hour notices. In case of an emergency, the Fire Chief or his designee may waive the notice requirement.

SECTION 4 –Neither the Department nor the Town will be held responsible for enforcing any agreements made between Fire Dispatchers.

ARTICLE 17 – SENIORITY

SECTION 1 – Seniority shall be based upon length of time in service. In case of two (2) or more Fire Dispatchers with the same start date, seniority will be determined based on testing scores on the Fire Dispatcher's employment application process.

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

ARTICLE 18 - SHIFT ASSIGNMENTS

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

SECTION 2 – Shifts shall be bid in May of each year to commence the first week of July. All assignments to shifts shall be posted on the bulletin board. Senior Fire Dispatchers bidding from one shift to another shall take the open position available or the position of a junior Fire Dispatcher leaving said shift. Dispatchers may not bid group to group.

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

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

ARTICLE 19 - WAGE SCALE

No new Fire Dispatchers may be hired at a higher wage scale than the lowest currently in service.

The wages for each of the bargaining unit positions shall be adjusted according to the following:

~~July 1, 2016~~	~~2.0% increase~~
~~July 1, 2017~~	~~2.0% increase~~
~~July 1, 2018~~	~~2.0% increase~~
~~July 1, 2019~~	~~2.8% increase~~
July 1, 2020	2.3%
July 1, 2021	2.1%
July 1, 2022	2.1%

Any member of the bargaining unit who is a certified EMT will receive a \$1,000 allowance.

Certification must be maintained in order to receive a stipend.

As part of a condition of employment and the requirements of the job, all members of the bargaining unit must be EMD and EFD certified, CPR certified and Automatic Defibrillator certified, and Epipen certified. All certifications must be maintained and the Town will provide the training to each bargaining unit member. The amount of \$500 will be added into the base in recognition of these certifications. A qualified individual shall be designated by the Chief as the Fire Alarm Operator Coordinator. It shall be compensated at \$1,000 annually payable the first day of July. The Union and the Chief shall agree upon qualifications and criteria for the position.

ARTICLE 20 - RETIREMENT INCENTIVE

SECTION 1

1. Early retirement incentive shall, within the appropriation provided, be paid to a Fire Dispatcher who has completed at least ten (10) years' service with the Town of Billerica and intends to file for regular retirement. The employee must also meet the established requirement of twenty-five (25) hours per week as his/her normal and established work week. Retirement incentive shall not apply to leave or vacation buy back.
 - (a) An employee shall receive a ten percent (10%) salary increase if retiring after age sixty (60) but before age sixty-two (62).
 - (b) An employee shall receive a fifteen percent (15%) salary increase if retiring after age fifty (50) but before age sixty (60).
 - (c) The percentage increment shall be paid over the last twelve (12) months of employment.
 - (d) An employee anticipating retirement shall notify the Town Manager, his/her designee, or appointing authority, whichever is applicable, in writing at least twelve (12) months prior to the proposed retirement date.
 - (e) An employee shall complete the "Notification of Proposed Retirement and Authorization for Payroll Adjustment" form, and submit copies of such form to the appointing authority, Personnel Board and the Town Manager.
2. An employee shall not submit more than one (1) Retirement Incentive Form nor receive more than one (1) retirement incentive compensation from the Town.
3. An employee satisfying the requirements of Section XV, shall be granted compensation pursuant to the applicable percentage (10% or 15%) and such compensation shall be increased proportionately by any wage and salary percentage increase that may be granted.
4. An employee remaining in the service of the Town while collection compensation under this section after the proposed retirement date, shall have his/her salary/wages adjusted accordingly to reflect the retirement incentive compensate paid during this retirement notification period.
5. The Town shall adjust the employee's salary/wages to discontinue the retirement incentive pay effective the first business day after the proposed retirement date.

6. The Town, if deemed necessary, shall make deductions and adjustments in the employee's salary/wages, to recover the incentive paid to the employee, in accordance with an established schedule determined by the Town.
7. Upon the death of said employee, his/her incentive shall be adjusted for the number of weeks worked prior to the event of death with the appropriate incentive percentage and shall be paid to his/her estate.
8. Early retirement incentive shall not apply to sick leave or vacation buy back.

SECTION 2:

Senior Employee Designation: Optional to the employee, an employee with 25 years of full time service as recognized by MGL Chapter 32, with the last ten (10) years' of such full time service being in the Town of Billerica, and has a minimum 30 sick days accumulated, may request to be designated a "Senior" employee for a period of three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time not to exceed three (3) consecutive years selected by the employee. During the period of time that the employee is designated as "Senior" they shall receive a base salary increase of six percent (6%) above what their annual salary would have been that year. In addition, during the period of time that each employee is designated "Senior" they may be required to provide a doctor's certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days in a year if requested to do so by the Town. Employees will be designated as "Senior" only once in their career and for only one (1) three (3) year period. An employees who requests to be designated as "Senior" under this section will forever forfeit their rights to sick leave buy back. Also, any such employee will not be eligible for the Retirement Incentive benefits outlined in Article 20, Section 1 above. Finally, when an employee request "Senior" status, it is an irrevocable decision regardless of whether or not the employee completes three years of service from the date of the request.

ARTICLE 21 - BULLETIN BOARDS

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

ARTICLE 22 - DUES AND SERVICE FEES

SECTION 1 – Subject to “SECTION 2” below, the Town shall deduct union dues and assessments as the amounts shall from time to time be certified in writing to the Town by the Treasurer of the Union from the wages of each member of the union who has executed a Dues Check off Authorization form. The Town shall remit such aggregate amount to the Treasurer with a list of employees who have said dues and assessment deducted by the eleventh (11th) day of the succeeding month.

SECTION 2 – AGENCY SERVICE FEE

Effective the thirtieth (30th) day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in such an amount as shall be in accordance with Chapter 150E, Section 12.

SECTION 3 – The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee’s pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

ARTICLE 23 - LABOR LAWS

The Town and the unit shall recognize and adhere to any and all State Labor Law, rules and regulations relative to employer/employee relationships and responsibilities.

ARTICLE 24 - UNIFORM ALLOWANCE

SECTION 1 – A yearly Uniform Allowance shall be granted to purchase uniforms and other necessary equipment and the allowance shall be for all permanent Dispatchers in the amount of \$800 annually.

SECTION 2 – The Uniform Allowance will be \$800 per year and will be paid in two \$400 installments of July 1 and January 1.

SECTION 3 – The official uniform will be agreed to by the Union with the approval of the Chief of the Fire Department or his designee within the Fire Department. No uniform part(s) will be required that have not been provided for.

ARTICLE 25 - SHIFT DIFFERENTIAL

SECTION 1 – All Fire Dispatchers whose duty shift encompasses the hours of 1500 – 2300 (3 pm - 11 pm) shall receive an additional \$32.00 per week. All Dispatchers who work from 2300 – 0700 (11 pm – 7 am) shall receive an additional \$42.00 per week. Any Fire Dispatcher assigned a swing shift shall receive an additional \$42.00 per week.

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

ARTICLE 26 - WORK WEEK

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

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

SECTION 3 – Shifts shall be 0700-1500 (“B” Shift), 1500-2300 (“C” Shift), and 2300 to 0700 (“A” Shift). “A” Shift to “B” Shift, “B” Shift to “C” Shift and “C” Shift to “A” Shift. Add the following two (2) 0700 – 1500 and two (2) 1500 – 2300 (“D” Shift)) and two (2) 2300 – 0700 (“E” Shift – part time)

SECTION 4 – In the event that the Fire Dispatcher must be excused for a brief period of time for such reasons as bathroom breaks, working lunch, or an accidental short absence, f firefighter may be required at the discretion of the shift commander, to attend to the dispatch function on a fill in basis for the short absence. However, it agreed that in the event that emergency response is necessary from the central fire station, that said fill in firefighter shall immediately be returned to his/her fire suppression duties and respond to such emergency call, and that the on-duty Dispatcher will be immediately recalled to duty.

Accordingly, the parties agree that this fill-in coverage will not be used to reduce manpower available for fire suppression and emergency response. Peak or emergency periods requiring more than one Dispatcher: In the event that the Town determines that due to emergency or expected peak periods (such as during snow storms, hurricanes, burning season or other unanticipated emergencies), it is necessary to have a firefighter remain in the dispatch room with the civilian Dispatcher (and not respond to emergency calls), the Town may utilize the overtime list to hire firefighters on an overtime basis to perform such duties, or assign someone who responds to a callback.

ARTICLE 27 - OVERTIME AND CALLBACK

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

SECTION 2 – All time worked over eight (8) hours a day will be paid at one and one-half pay - minimum of one (1) hour. Anytime a Dispatcher is required to stay beyond the end of his duty shift, he shall be paid one hour at time and one-half his hourly rate for each hour or portion thereof spent over his eight hour shift – minimum of one (1) hour.

SECTION 3 – Callback shall mean anytime that a Fire Dispatcher is called to work other than his normal scheduled shift. A Fire Dispatcher called back to work shall be guarantee a minimum of three (3) hours pay at time and one-half.

SECTION 4 – Replacement of Dispatcher for overtime purposes shall be made from a list of permanent Fire Dispatchers first be it full time or part time before a Firefighter qualified to perform the dispatch function is offered an overtime dispatch shift.

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

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

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

SECTION 8 – The Town and the Fire Department shall endeavor to maintain staffing levels based on the health and safety of the unit, and the community.

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

ARTICLE 28 – TRAINING

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

SECTION 2 – The Town agrees that the Fire Department will maintain the responsibility for training and equipping all Fire Dispatchers, and will provide all materials so as to reduce the chances of a Fire Dispatcher being unprepared to respond to a call.

SECTION 3 – All training shall be open to the entire Fire Dispatch staff. All Fire Dispatchers shall receive a minimum of sixteen (16) hours training per year in addition to training and or courses of off duty training required to keep certifications current.

SECTION 4 – The Town will reimburse an employee up to \$500 per employee per year for job related course or training successfully completed. The course or training must be pre-approved by the Chief of the Fire Department or his designee within the Fire Department.

ARTICLE 29 – RECORDS

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

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

ARTICLE 30 – SEVERABILITY

Any Article or Section of this Agreement, that is found by a court of competent jurisdiction to be in violation of any laws or in any other way unenforceable shall be severed from the Agreement, and all remaining Articles and Sections shall not be affected.

ARTICLE 31 – DURATION

This Agreement is form July 1, 2019 to June 30, 2020.

ARTICLE 32 - FAMILY MEDICAL LEAVE

Illness – An employee can certify that he/she is needed to care for a family member.

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 in the last twelve (12) months is entitled to up to a total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave such as personal time, vacation time, personal sick bank and union sick bank. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving the notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of family emergency.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or the serious illness of the employee, his or her spouse, child including adopted or foster child, or parent. Serious illness is defined in accordance with the Family Medical Leave Act 29 CFR S825.114. When necessary leave may be consecutive, intermittent or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage during such leave at the same level of contribution. Seniority will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced and be entitled to any other benefit the employee would have accrued he/she not taken the leave.

ARTICLE 33 – MISCELLANEOUS

The Town will implement a Section 125 Cafeteria Plan for all eligible employees of the unit.

In addition the Town agrees to provide a Dental Program for the employees, payment for which is to be shared by the Town and the employee. The Town does agree to the Union's proposal.

ARTICLE 34 – LONGEVITY

Effective October 3, 2017 longevity shall be:

After 5 years -----	\$1,083
After 10 years -----	\$2,100
After 15 years -----	\$2,800
After 20 years -----	\$3,300
After 25 years -----	\$3,800
After 30 years -----	\$4,100

ARTICLE 35 - DRUG TESTING

“The Town and the Union recognize that the critical mission of a Fire Alarm Operator justifies the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for “reasonable suspicion” drug testing, random testing, post-incident testing an unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program.”

I. DRUG TESTING BASED ON REASONABLE SUSPICION

- A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by the employee’s Shift Commander.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other comparable fact patterns:
 - 1. Observable phenomena such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - 2. A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributed to other factors.
 - 3. Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
 - 4. Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.

5. A documented, written report of drug use in affidavit form, provided by reliable and credible sources such as other law enforcement agencies.
6. Involved in an accident with “accident” being defined as an unplanned unexpected and unintended event which:
 - (a) Occurs on Department property, on Department business or during working hours; and
 - (b) Initially appears to have been caused wholly or partially by the employee; and
 - (c) Results in:
 - (i) Fatality;
 - (ii) Any injury requiring medical treatment away from the scene of the event; or
 - (iii) Damage to property is estimated to be in excess of \$7,500.00.

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

- C. The shift commander shall consult with a second Superior Officer and/or the Fire Chief in determining whether reasonable suspicion exists and if the employee shall be referred for testing. One of the Superior Officers must be above the rank of Shift Commander. The Shift Commander shall provide a written report setting forth their grounds for determining reasonable suspicion.
- D. In those cases where the Shift Commander determined that the employee’s condition or behavior causes a potential threat of harm to themselves or others the employee will immediately be escorted to the collection facility and shall be placed on paid administrative leave.
- E. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Fire Chief to advise the employee of such decision and to escort the employee to the collection facility. The Fire Chief shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany them to the collection facility to act as the observer. The Union representative will not be allowed in the

collection bathroom. Once the collection procedures are over, the Fire Chief shall transport the employee to the Fire House and arrange for transportation for the employee to their home or residence. The Fire Chief shall also notify the employee that they are not to return to work pending receipt of the test results or until a determination is made that reasonable suspicion was not substantiated. The employee shall be in pay status when referred to testing and being tested and while awaiting the test results.

F. Appeal of Decision to Test Under “Reasonable Suspicion”

1. Should an employee dispute the determination that “reasonable suspicion” exists for requiring the submission to a drug test as discussed above in this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief at the time a specimen is provided by the employee. The laboratory shall be notified simultaneously with the delivery of the specimen that the test is subject to protest; and this by the Fire Chief. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two (2) business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Fire Chief. The employee and the Union shall have the right to refute any of the reasons articulated.
3. Should the Town Manager determine that there was “reasonable suspicion”, the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Fire Chief who shall notify the employee in question of the results.
4. Should the Town Manager determine that there was no “reasonable suspicion” to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

II. RANDOM TESTING

- A. All employees will be subject to random drug testing, which shall be done during an employee's regularly scheduled shift, whenever possible.
- B. Upon notification that an employee is scheduled for random drug testing, such employee will appear as required in the location specified drug testing.
- C. The random selection process shall be by computer numbers for each sworn officer in the bargaining unit. Such computer-generated program shall be performed by an outside contractor hired by the Town after consultation with the Union and which specializes in such function. The parties agree to develop said program mutually, so that the parties and affected employees fully understand the rationale behind the computer-generated numbers and the potential application to an individual employee of such program and numbers.
- D. An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive following a "reasonable suspicion" drug test.

III. POST INCIDENT TESTING

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

- A. The action of any duty employee which results in injury or death of another person;
- B. The operation of a vehicle on duty, at any time in a department vehicle, off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of \$7,500.00;
- C. Where the action of an employee causes any physical injury or death to a person by the use of a firearm either on duty or off duty;
- D. Any other event that may be agreed upon by the Town and the Union as constituting a "critical incident".

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

IV. PROCEDURES FOR DRUG TESTING

- A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, "Procedures for Drug Testing". These procedures call for the use

of an Immunoassay Screen (i.e. “EMIT”) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.

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

The initial test shall use an Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs.

Initial Test Cut-Off Levels (mg/ml)	
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	2000
(25 mg/ml if Immunoassay specific for morphine)	
Phencyclidine	25
Amphetamines	1000

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

Confirmatory Test Cut-Off Levels (mg/ml)	
Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

- C. At the time of the drug test the employee’s urine sample will be divided into two collection bottles (“split sampling”). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform

forensic/drug testing, upon written application to the Fire Chief within seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines.

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

- D. If an employee is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee's personnel file and any other Town/Department file.
- E. The order for test submission and the actual testing process and results shall not be implements for the purpose of substantiating criminal allegations against the subject employee.

V. REFUSAL TO SUBMIT TO TESTING

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

VI. CONSEQUENCE OF A CONFIRMED POSITIVE TEST

- A. An employee who tests positive for use of drugs may be subject to disciplinary action. However any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, with the full support and encouragement of the Town and shall be subject to unannounced testing for a period of thirty-six (36) months following a first positive test. A second positive test will result in termination. The Town reserves the right to discipline up to and including termination for any conduct in violation of the Rules, Regulations or Policies and Procedures of the Department.
- B. An employee must provide documentation to the Town by its Fire Chief regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or its Fire Chief with proof of successful completion of said rehabilitation program.

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

VI. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs and by the Department of Health and Human Services.

As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer (“MRO”) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee’s medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department’s testing program. The MRO shall not be an employee of the Town.

VII. CONFIDENTIALITY OF RECORDS

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

Dispatchers Salary Schedule FY20 Fire Dispatchers

		1	2	3	4	5	6	7	8
Effective 7/1/19			2.80%						
		<u>Min</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>	<u>Step #6</u>	<u>Step #7</u>
Week	Grade One	738.33	767.53	797.85	837.36	870.53	932.02	959.99	988.79
Hr.		18.4583	19.1882	19.9464	20.9339	21.7631	23.3006	23.9997	24.7197
Check:	Week	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%
Check:	Hr.	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%

Dispatchers Salary Schedule FY21 Fire Dispatchers

		1	2	3	4	5	6	7	8
Effective 7/1/20			2.30%						
		<u>Min</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>	<u>Step #6</u>	<u>Step #7</u>
Week	Grade One	755.31	785.18	816.21	856.62	890.55	953.46	982.07	1,011.53
Hr.		18.8828	19.6296	20.4051	21.4154	22.2637	23.8365	24.5517	25.2882
Check:	Week	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%
Check:	Hr.	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%	2.30%

Dispatchers Salary Schedule FY22 Fire Dispatchers

		1	2	3	4	5	6	7	8
Effective 7/1/21			2.10%						
		<u>Min</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>	<u>Step #6</u>	<u>Step #7</u>
Week	Grade One	771.17	801.67	833.35	874.60	909.25	973.48	1,002.69	1,032.77
Hr.		19.2793	20.0418	20.8336	21.8651	22.7312	24.3371	25.0673	25.8193
Check:	Week	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%
Check:	Hr.	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%

Dispatchers Salary Schedule FY23 Fire Dispatchers

		1	2	3	4	5	6	7	8
Effective 7/1/22			2.10%						
		<u>Min</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>	<u>Step #5</u>	<u>Step #6</u>	<u>Step #7</u>
Week	Grade One	787.37	818.51	850.85	892.97	928.34	993.93	1,023.75	1,054.46
Hr.		19.6842	20.4627	21.2711	22.3243	23.2086	24.8481	25.5937	26.3615
Check:	Week	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%
Check:	Hr.	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%

