



Town of Billerica

Collective Bargaining Agreement (CBA)

Between the Town of Billerica and

American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME)

Billerica Town Clerical Union

July 1, 2026 – June 30, 2029

~~I.U.P.E. LOCAL 140~~

~~CLERICAL WORKERS CHAPTER~~

~~July 1, 2023 – June 30, 2026~~

STM WARRANT ARTICLE #5





Collective Bargaining Agreement



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Collective Bargaining Agreement



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, American Federation of State, County and Municipal Employees Council 93~~ hereinafter referred to as ~~"I.U.P.E. 140"~~ "AFSCME Council 93" or "Union", 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.



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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.

The following items were agreed upon as part of the negotiations:

1. Strike all references to “IUPE” or “IUPE, Local 140” throughout the CBA and replace with “AFSCME Council 93”
2. In consideration of the foregoing, AFSCME agrees to voluntarily release the following four (4) positions from the bargaining unit contemplated by this Agreement, as they are deemed confidential positions:

Payroll Coordinator
 Veteran’s Head Clerk
 DPW Head Administrative Clerk
 Police Head Clerk

Accordingly, these four positions are no longer part of this bargaining unit or covered under this Collective Bargaining Agreement. This collective bargaining agreement, and the terms and conditions contained herein, shall not apply to the above-listed positions.

The Town shall not voluntarily recognize, support, or assist any effort by the above-listed confidential positions to organize, affiliate with, or be represented by any labor organization.

~~Four positions will be removed from AFSCME, Council 93—Payroll Coordinator, Veteran’s Head Clerk, DPW Head Administrative Clerk, Police Head Administrative Clerk. These positions shall not be eligible to join or be placed in any other union. If the Town elects or agrees to place any of these positions (even if their titles change) into a union in the future, they shall automatically return to AFSCME Council 93. The Town recognizes AFSCME Council 93 as the sole and exclusive bargaining representative for the positions covered by this Agreement.~~

~~The parties expressly agree that the positions referenced herein are appropriately included in, and accreted to, the AFSCME Council 93 bargaining unit based on a clear community of interest. The Town affirms that these positions are not appropriate for inclusion in any other bargaining unit.~~

~~The Town shall not voluntarily recognize, negotiate with, or enter into any agreement recognizing any other employee organization as the bargaining representative for these positions during the term of this Agreement.~~



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~~In the event the Town determines that these positions shall be placed into a bargaining unit, newly organized, or otherwise subject to collective bargaining at any time, the Town agrees that such positions shall be placed in the AFSCME Council 93 bargaining unit, unless otherwise required by M.G.L. c.150E or directed by the Department of Labor Relations.~~

~~Any dispute concerning the representation or unit placement of these positions shall be resolved exclusively in accordance with M.G.L. c.150E and Department of Labor Relations procedures.~~

3. ~~The Senior Clerk position will be removed from the wage classification. Any person in a Senior Clerk position will be moved to an Administrative Assistant II (Formerly Head Clerk Principal clerk,) position.~~
4. ~~The Head Clerk at the Fire Department will be moved from a Head Clerk to an Administrative Assistant III (Formerly Head Administrative Clerk, Ellen O'Connor) position.~~
5. ~~The Senior Clerk in Registrars office being moved to an Administrative Assistant II (Lori Blake)~~
6. ~~The following job title change will occur:~~
 - a. ~~Principal Clerk – Administrative Assistant I~~
 - b. ~~Head Clerk - Administrative Assistant II~~
 - c. ~~Head Administrative Clerk - Administrative Assistant III~~
 - d. ~~Floating Clerks?~~

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.
7. The Town Manager shall have the right to hire an employee up to any step on the salary scale based on municipal experience and need within the union.



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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. 140~~ "AFSCME Council 93". 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 current 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. 140~~ "AFSCME Council 93", 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.



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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.



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ARTICLE 5 - HOURS OF WORK

The regular work week for all employees covered by this Agreement shall remain as currently practiced including 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.



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ARTICLE 6 - SALARIES AND OVERTIME COMPENSATION

Section 1: The wage scale for the bargaining unit positions shall be adjusted as follows:

Effective July 1, ~~2023 3%~~ 2026 2% Increase across the board and Step 8 added to existing salary scale

Effective July 1, ~~2024 3%~~ 2027 2% Increase across the board and Step 9 added to existing salary scale

Effective July 1, ~~2025 3%~~ 2028 2% Increase across the board and Step 10 added to existing salary scale. Steps 8, 9, and 10 shall each be established with a 4% differential between steps.

~~Effective January 1, 2026 1% increase across the board~~

~~Effective upon completion of all classes starting in July 1, 2023 1% increase~~

Section 2: If any non-public safety General Government bargaining unit (excluding the School Department) receives a greater total compensation package for the same three-year term, the Union may reopen this Agreement once, solely to negotiate compensation, with no obligation on the Town to agree to any increase. If such greater compensation results, in whole or in part, from a concession by another bargaining unit, the Town may reopen this Agreement to seek a comparable concession. Any modification shall be effective only if agreed to in writing by the parties and approved and funded by the Billerica Town Meeting, and shall be prospective only unless the Town expressly agrees otherwise in writing.

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. ~~Note: Two (2) AFSCME Council 93 members will be moved to Step 7 in February 2026 and June 2026. These members will need to wait a full year before moving to the next step.~~

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 4A: 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. ~~Any 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. If an employee chooses compensatory time, it must be used within ninety (90) days of the accrual. If the compensatory time is not used within ninety (90) days, it will be paid in the equivalent amount in monetary compensation.~~

All other employees of ~~H.U.P.E. 140~~ AFSCME Council 93 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.



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Upon the Department Head's request and prior approval of the Town Manager, employees of ~~I.U.P.E. 140~~ **AFSCME Council 93** 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 are 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	\$3,700.00
Upon completion of, and every year after twenty-five (25) years	\$4,650.00
Upon completion of, and every year after thirty (30) years	\$5,200.00

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	\$4,348.00
Upon completion of, and every year after twenty-five (25) years	\$4,858.00
Upon completion of, and every year after thirty (30) years	\$5,434.00



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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.



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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~~ Twelve (12) months to five (5) years Ten (10) days per year
- ~~Group II~~ Five (5) years to ten (10) years Fifteen (15) days per year
- ~~Group III~~ More than ten (10) years Twenty (20) days per year
After fifteen (15) years ~~Five (5) weeks~~ Twenty-five (25) days per year

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.~~ After twelve (12) months of permanent employment with the Town, vacation accrual shall be given (prorated) based on the number of months worked until the next calendar's fiscal year.

e.g. If hired on May 1st, the new employee will accrue 6.25 hours a month beginning on June 1st and ending on May 1st, based on a 37.5-hour work week. On May 1st, said employee will receive 12.50 hours (2 months x 6.25 hours). On July 1st, the employee will receive the entire 75 hours (two weeks).

e.g. If hired on September 1st, the new employee will accrue 6.25 hours a month beginning on October 1st and ending on September 1st based on a 37.5-hour work week. On July 1st, said employee will receive 56.25 hours (9 months prorated x 6.25 hours per month). On the following July 1st, said employee will receive the entire 75 hours (two weeks).

This provision will not apply if an employee retires or leaves the employment 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. Each fiscal year, the Town shall allow employees who have forty (40) days of vacation time on the books as of May 1st to sell back up to one (1) week of vacation time to the Town prior to June 30th of that year.

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.



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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 (13) listed below which fall on/or are observed on regularly scheduled workdays. 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	Columbus Day
Martin Luther King Day	Juneteenth	Veteran's Day
President's Day	July 4 th	Thanksgiving Day
Patriot's Day	Labor 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.



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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.~~ Sick accrual for those employees with twelve (12) months of permanent employment or less shall be at the rate of five-sixths (1 ⅙) days per month.

After twelve (12) months of permanent employment with the Town, sick accrual shall be given (prorated) based on the number of months worked until the next calendar's fiscal year.

e.g. If hired on May 1st, the new employee will accrue 9.375 hours a month beginning on June 1st and ending on May 1st, based on a 37.5-hour workweek. On May 1st, said employee will receive 18.75 hours (2 months x 9.375 hours). On July 1st, the employee will receive the entire 112.5 hours (3 weeks).

e.g. If hired on September 1st, the new employee will accrue 9.375 hours a month beginning on October 1st and ending on September 1st based on a 37.5-hour workweek. On July 1st, said employee will receive 84.375 hours (9 months prorated x 9.375 hours per month). On the following July 1st, said employee will receive the entire 112.5 hours (3 weeks).

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: While AFSCME Council 93 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) family sick days per fiscal 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 6A. *(Moved from Article 12 – Section 3)*

Section 56A: 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 56BA: A yearly bonus shall be paid in July for non-use of sick leave for the prior fiscal year:



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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 67: 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). Only employees hired before July 1, 2023, are eligible for this benefit.

Section 78: Sick Leave Bank

1. Each unit member on July 1st shall be asked to contribute one (1) or more of his/her accumulated sick days to a sick leave bank and said contribution shall be matched for the first 200 days contributed by the union.
2. Employees shall not be obligated to contribute if on July 1st the bank has reached its cap of five hundred (500) days.
3. **Providing that the balance in the Bank is sufficient, Wwithdrawals** of the first twenty (20) day shall be approved by the three (3) Union Member Sick Bank Committee **to an employee per calendar year (January 1st to December 31st) within ten (10) working days of receipt of all documentation required by the Committee. The three (3) Union Member Sick Bank Committee must be identified to the Town Manager each year after elections.**
4. Any withdrawals beyond the original twenty (20) days, listed in **Article 9 (8.3)74**, from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of three (3) persons designated by the Union and three (3) persons designated by the Town Manager. **In the event of a tie vote on any application, the request for use of the time shall be granted. 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.**

The Sick Leave Bank Committee may extend for two (2) additional twenty (20) day periods the grant for additional leave, and in no event shall such leave exceed sixty (60) days in total. Decisions of the Committee with respect to eligibility and entitlement shall be final and shall not be the subject to grievance or arbitration.

5. Withdrawals may be made for no more than twenty (20) day increments.
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 and choose to opt-in for donation, a waiver for this section can be requested to the committee list ~~7~~**Article-9 (8.4)**;
 - b. have exhausted all of their available sick time, vacation time and personal days **but with the exception that five (5) days of vacation time is allowed to be kept by the employee**, in order to be eligible to draw from the Sick Leave Bank;



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- 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.
- e. 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.
- f. The Treasurer's Office will administer the usage of sick bank for the ~~I.U.P.E. 140~~ members of AFSCME Council 93 clerical union, but one Union Sick Bank Committee Member will maintain the record keeping of the sick bank balances.

Section 89: Sick Leave Abuse

An employee should 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.



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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.



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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.



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ARTICLE 12 - FAMILY ~~AND MEDICAL~~ 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.~~ All requests for FMLA absences must submit a completed Medical Certification of Health Care Provider for Employee/Family Member Serious Health Condition Forms and must be approved by the Director of Human Resources.

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

~~Section 2: — While I.U.P.E. 140 AFSCME Council 93 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. (Moved to Article 9, Section 5)~~

Section 31: Employees who are taking FMLA for issues related to a family member (mother, father, brother, sister, child or anybody else who lives in the house) that is not the employee may use up to twenty (20) sick days per year. This time will need to be used simultaneously with FMLA benefits. If the need for FMLA is extended past twenty (20) days, the employee will need to use accrued vacation time simultaneously to the FMLA benefits. This leave can only be used for a family member's medical situation or birth/adoption and cannot be used in conjunction with sick bank.

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

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



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ARTICLE 13 – MISCELLANEOUS

Section 1A: 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 1BA: 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



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“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 ~~6A5~~ and ~~76~~, nor will they be eligible for the Retirement Incentive benefits outline in Article ~~123~~, 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, workload, or vacancies an~~ **increase in responsibilities that are more complex**. 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.

Upon execution of this Collective Bargaining Agreement, the parties agree that all members are properly graded.

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.



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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.



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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~~ **AFSCME Council 93** 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:

7. Bargaining unit employees shall be laid off within rank/title, regardless of department, in inverse order of seniority.
8. 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.
9. 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.
10. Employees displaced by other ~~I.U.P.E 140~~ **AFSCME Council 93** 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.
11. 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.



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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. 140-7 Technology Drive, Chelmsford, MA 01824~~ **AFSCME Council 93, 116 Flanders Road, Westborough, MA 01581, and or**
email to: duesrosters@afscme93.org

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.



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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.



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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.



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ARTICLE 18 – DURATION

This Agreement shall be in full force and effect from July 1, ~~2023~~ 2026 through June 30, ~~2026-2029~~, 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.



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ARTICLE 19 - JUST CAUSE

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



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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 (180) workdays 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.



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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. Requests 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.



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ATTACHMENT A - AFSCME Council 93 Dues Card

The Town will notify the union of all new hires eligible to join the bargaining unit and comply with MGL Chapter 150E.



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.



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SIGNED: _____ PROPOSED RETIREMENT DATE:

EMPLOYEE NAME: _____ BIRTH
DATE: _____

DATE: _____

ADD AFSCME Council 93 Dues Card. - **NEED**



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ATTACHMENT B – HEALTH CO-PAYS AND BI-WEEKLY PAY SYSTEM

The ~~I.U.P.E. Local 140~~ AFSCME Council 93 has agreed to accept the Town's employees' health co-pays at the current rate. See ARTICLE 16 – WELFARE.



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This Collective Bargaining Agreement is subject to ratification by the Town of Billerica Select Board and by American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME), Council 93 and the appropriation by Town Meeting. This agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Billerica and by AFSCME, Council 93.

In WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Collective Bargaining Agreement on this day of MONTH, 20##.

Christopher Dillon, Billerica Town Manager

AFSCME, Council 93 Representative

Date: _____