

MEMORANDUM OF AGREEMENT

between

TOWN OF ANDOVER

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
STATE COUNCIL 93, LOCAL 1704, AFL-CIO

Effective July 1, 2010 through June 30, 2011

This Memorandum of Agreement between the parties is for the one-year period July 1, 2010 through June 30, 2011. The terms of the Collective Bargaining Agreement in effect during the period July 1, 2007 through June 30, 2010, shall be incorporated into this Memorandum with no changes in wording except for the duration clause (Article 30) and no increase to the salary schedule in place on June 30, 2010.


ARTICLE 30 (DURATION) shall be amended to read as follows:

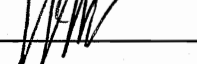
This Memorandum of Agreement shall be effective July 1, 2010, and shall continue in full force and effect until and including June 30, 2011, or until such time as a new Agreement is reached. The parties understand that, as of the date of execution, this provision shall serve to extend said terms and conditions for a period of two (2) years beyond June 30, 2011. After July 1, 2011, either party shall notify the other of its intention to commence bargaining for a successor Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

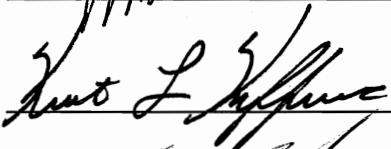
This Memorandum of Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term by mutual agreement of the parties.


This Agreement is entered into this 20th day of July, 2011.

AFSCME, COUNCIL 93, LOCAL 1704
By its authorized representatives

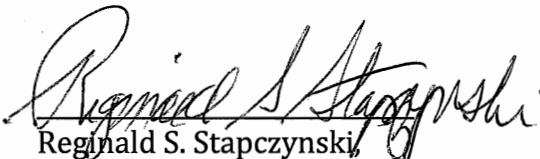


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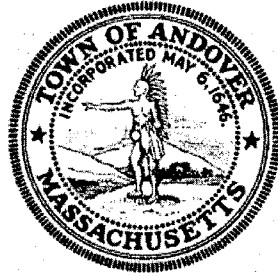




TOWN OF ANDOVER



Reginald S. Stapczynski
Town Manager



AGREEMENT

between

TOWN OF ANDOVER

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

STATE COUNCIL 93, LOCAL 1704, AFL-CIO

EFFECTIVE JULY 1, 2007

EXPIRES JUNE 30, 2010

TABLE OF CONTENTS

PREAMBLE.....-1-

ARTICLE 1: RECOGNITION-2-

ARTICLE 2: MANAGEMENT RIGHTS-2-

ARTICLE 3: NO STRIKES-3-

ARTICLE 4: UNION DUES.....-3-

ARTICLE 4-A: AGENCY SERVICE FEE.....-3-

ARTICLE 5: RIGHTS AND RESPONSIBILITIES.....-4-

ARTICLE 6: GRIEVANCE AND ARBITRATION.....-4-

ARTICLE 7: CONFLICT WITH OTHER LAWS-6-

ARTICLE 8: SENIORITY (Includes Temporary Employee Leave Acruals).....-6-

ARTICLE 9: JOB POSTING AND BIDDING-10-

ARTICLE 10: HOURS OF WORK.....-11-

ARTICLE 11: OVERTIME.....-12-

ARTICLE 12: UNION REPRESENTATION.....-14-

ARTICLE 13: MEAL PERIODS-14-

ARTICLE 14: REST PERIODS.....-15-

ARTICLE 15: CLEAN-UP TIME.....-15-

ARTICLE 16: HOLIDAYS.....-15-

ARTICLE 17: VACATIONS-16-

ARTICLE 18: TERMINAL LEAVE.....-18-

| | |
|---|------|
| ARTICLE 19: SICK LEAVE | -19- |
| ARTICLE 20: PERSONAL LEAVE..... | -21- |
| ARTICLE 21: FUNERAL LEAVE..... | -22- |
| ARTICLE 22: JURY PAY | -22- |
| ARTICLE 23: MILITARY LEAVE..... | -22- |
| ARTICLE 24: HEALTH & WELFARE..... | -23- |
| ARTICLE 25: UNIFORMS AND PROTECTIVE CLOTHING..... | -23- |
| ARTICLE 26: SAFETY COMMITTEE..... | -25- |
| ARTICLE 27: COMPENSATION | -25- |
| ARTICLE 28: UNION RELATED BUSINESS..... | -31- |
| ARTICLE 29: MISCELLANEOUS PROVISIONS | -31- |
| ARTICLE 30: DURATION | -32- |
| APPENDIX A: LISTING OF PAY GRADES AND POSITIONS | |
| APPENDIX B: SALARY SCHEDULE | |
| APPENDIX C-1: MOA – RE: SECURITY GUARD POSITION DATED JUNE 24, 2008 | |
| APPENDIX C: MOA – RE: SECURITY GUARD POSITION DATED FEBRUARY 18, 2003 | |

COLLECTIVE BARGAINING

AGREEMENT

between

TOWN OF ANDOVER

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

STATE COUNCIL 93, LOCAL 1704, AFL-CIO

EFFECTIVE JULY 1, 2007

EXPIRES JUNE 30, 2010

PREAMBLE

THIS AGREEMENT entered into by the Town of Andover, hereinafter referred to as the employer, and local 1704, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees of the Department of Public Works and the Department of Plant & Facilities, excluding the directors, administrative assistants to the directors, all division superintendents, all engineers, all supervisors, all general foremen, Assistant Chief Operator, Public Works Coordinator, Chemist, Facilities Services Supervisor, Purchasing/Inventory Coordinator, and all other administrative staff and individuals covered by other bargaining units.

Section 2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3. New employees who belong to the Union shall receive all benefits accruing within this contract excepting those specifically excluded in other areas of the contract, and the Union shall have no say or grievance concerning the employees' termination during their probationary period.

ARTICLE 2: MANAGEMENT RIGHTS

Except as otherwise expressly provided by the terms of the Agreement, the determination of policy and the operations of the departments covered by this agreement are vested solely in the Town Manager and Board of Selectmen and their designees. Provided further, that only as otherwise expressly provided by the terms of this Agreement, nothing shall be construed to in any way alter, modify, change or limit the authority of the Town Manager or Board of Selectmen as provided by law or the Charter of the Town of Andover.

ARTICLE 3: NO STRIKES

The Union on its own behalf and on behalf of each employee that it represents hereby agrees and covenants that it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services from the Employer, Town of Andover.

ARTICLE 4: UNION DUES

Section 1. Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, Union dues shall be deducted weekly by the Town from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues shall be made to the Union treasurer within thirty (30) days after the month in which dues are deducted.

Section 2. Such authorization may be withdrawn by an employee by giving at least sixty (60) days notice, in writing, to both the Town and Union treasurer.

ARTICLE 4-A: AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted weekly.

Section 2. The Union agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE 5: RIGHTS AND RESPONSIBILITIES

The Employer and the Union and their designated representatives or agents shall adhere to the provisions of Sections 10(a) and 10(b) respectively of General Laws, Chapter 150E.

ARTICLE 6: GRIEVANCE AND ARBITRATION

Section 1. A grievance is a dispute limited to a claim of violation of the express terms of this Agreement. A complaint is a dispute which concerns matters not covered by the express terms of this Agreement.

Section 2. Grievances and complaints shall be processed in accordance with the following procedure except that complaints shall not be subject to the arbitration provisions contained herein.

Step 1. The Employee or the Union with a grievance or a complaint shall discuss the matter with the employee's immediate supervisor outside the bargaining unit in order to resolve the same within five (5) days of the alleged grievance or complaint. A Union representative may be present.

Step 2. If the matter cannot be resolved, the aggrieved employee and/or the Union shall, within ten (10) days of the occurrence of the incident on which the grievance or complaint is based or when the employee first knew or should have known of the incident upon which the grievance is

based, present the matter in writing to his/her department head. The department head will respond to the matter within ten (10) working days.

Step 3. If the matter is not resolved, the aggrieved employee and/or the Union shall, within five (5) working days after receipt of the department head's reply or date when the reply is due, present the grievance in writing to the Town Manager or his/her designee. The Town Manager or his/her designee shall respond within ten (10) working days.

Step 4. If the matter is still not resolved, either party may submit a grievance, as distinguished from a complaint, to arbitration within ten (10) working days of the Town Manager's reply, or date when said reply is due, whichever first occurs, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided however, no matter shall be submitted to arbitration that:

- A. Involves a matter of policy, or management rights reserved to the Town by the terms of this Agreement.
- B. Involves a matter that is outside of the express terms of this Agreement.
- C. Conflicts with the election of an exclusive remedy in Step 3 above.
- D. Involves the discipline or discharge of a probationary employee or any other aspect of employment during the probationary period.

Section 3. The arbitrator chosen shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The costs of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding for both parties.

ARTICLE 7: CONFLICT WITH OTHER LAWS

In the event that any part or provision of this Agreement is in conflict with any personnel ordinance, bylaw, rule or regulation of the Town of Andover, or any statute, rule or regulation of the Commonwealth of Massachusetts, the balance of this Agreement shall remain in full force, in accordance with General Laws, Chapter 150E, Section 7.

ARTICLE 8: SENIORITY

Section 1. Seniority shall be based upon the length of continuous service commencing with the date of employment in a bargaining unit position. Employees shall carry over their seniority dates when transferred from the School Department to the Town, only in relation to retirement, longevity and vacation benefits.

Section 2. All employees hired on or before July 2, 1983, shall have department seniority for bidding and layoff in the department in which they were employed on July 2, 1983. The departments shall be: 1) Public Works (jobs covered by AFSCME 7-1-81 -- 6-30-83 contract); and 2) Department of Plant & Facilities (group transferred from School Department and other groups). Employees hired after July 2, 1983, shall not have department seniority.

BIDDING: When a job is posted, employees who have department seniority shall be considered first. If there is no qualified applicant with department seniority, then other employees will be considered.

LAYOFF: No one with department seniority in one department may bump an employee with department seniority in another department. Employees with department seniority may bump less senior employees who do not have department seniority.

Employees who bid out of the unit which they have department seniority shall lose their department seniority.

Section 3. Seniority, as defined in Section 1, shall be applied in determining vacation preferences. The vacation periods and number and classifications of men and women permitted to take vacation leave at any one time shall be determined solely by the Town. Seniority shall also be applied in shift work among those qualified to do such work.

Section 4. Seniority rights accrued to an employee under this Article shall be lost in the event of a break in continuous service with the Town caused by any of the following:

- A. Voluntary quit.
- B. Discharge for cause.
- C. Failure to return to work after the expiration of any leave of absence where no extension has been authorized.
- D. Failure to respond within three (3) days after receipt of a registered or certified letter mailed to the employee at his/her last known address requesting employee's return to work. Employee must notify the Employer of intent to work upon receipt of said notice of recall and must return within two (2) weeks of receiving said request.

An authorized leave of absence will not be considered a break in service for seniority purposes.

When an unpaid leave, other than Workers' Compensation, extends beyond fifty-six (56) days, only the first fifty-six (56) days shall be counted towards his/her seniority. Suspensions shall not count toward accrued seniority.

Section 5. Layoffs In the event a layoff becomes necessary in the exclusive judgment of the Town, seniority shall govern as to job classifications (job titles) affected by a reduction in numbers

of employees and in recalling to work regular employees within a given classification (job title) who were laid off. A senior employee laid off may bump a junior employee in an equivalent or lower paying job classification provided he/she is qualified to do the work of that job classification. However, an employee will not lose his/her recall rights should he/she refuse a lower-paying position.

It is the laid off employee's responsibility to inform their department of their mailing address. Employees hired prior to April 1, 1994 have unlimited call back rights. Employees hired after April 1, 1994 have recall rights for a period of twenty-four months.

Section 6. Temporary Employees

Definition: A person filling a bargaining unit position due to an extended absence or leave. Seasonal, summer, and Our Town employees are excluded from receiving temporary employee benefits.

Temporary employees are at will employees and may be terminated at any time without cause. Termination shall not be grievable. Temporary employees will pay union dues from their hire date. Temporary employees will have no bidding rights unless they become permanent employees, however they can apply to any position that is open.

Temporary Employee Benefits

- A. Health Insurance – Hire date.
- B. Paid Holidays – Hire date.
- C. Vacation – Cannot receive any vacation credit or use vacation time unless employed six months or more. Accrual will begin with hire date.
- D. Sick Time – Cannot receive any sick leave credit or use sick time unless employed six months or more. Accrual will begin at hire date.
- E. Personal Days – Same as sick leave.

- F. Funeral Leave – Available after six months of employment.
- G. Uniform Allowance – Uniform allowance not available until employee becomes permanent.
- H. Seniority Date – If a temporary employee becomes permanent his seniority date is his original hire date as long as there is no break in service. If there is a break in service the date will be the more recent hire date with no break in service.
- I. Probationary Period – Time in a temporary status will apply toward the probationary period as long as there is no break in service and the time served was in the same position.
- J. Pay and COLA – The temporary employee will not be eligible for step increases. However they are eligible for the annual cola increases.
- K. Overtime – All qualified permanent employees (who are available) must be asked to work overtime within a department before it can be offered to a temporary employee.

Job Openings to hire temporary employees shall be in accordance with the procedures listed in the contract.

Section 7. Seasonal Employees

- A. Not a replacement for an AFSCME regular position.
- B. Not part of AFSCME pay schedule.
- C. Hired to supplement peak period work loads.
- D. Does not receive benefits.
- E. Does not pay union dues (outside AFSCME contract).
- F. Management and the union agree to impact bargaining if there is a perceived conflict.

ARTICLE 9: JOB POSTING AND BIDDING

Section 1. The notice of vacancy in the labor services shall be posted in a conspicuous place, listing the pay, duties and qualifications. The posting shall include a job description. The notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) day period. The Town shall award the position to the most senior qualified applicant within the department. If no qualified person exists within the department, the position will be available to the most senior qualified person within the bargaining unit. If no applicant is qualified, the Town may fill the position from outside the bargaining unit. Working foremen's positions shall be filled by the most qualified senior person in that division in accordance with the job description. It is mutually agreed between the parties that if no applicant is qualified, the Town may fill the position from outside the bargaining unit.

Section 2. The successful applicant shall be given one year (52 weeks) working trial and training period in the new position at the applicable rate of pay. If at any time after 30 calendar days into the 52-week trial and training period it is determined that the employee is not able to adequately perform the work, he/she shall be returned to his/her former position and rate of pay. The probationary period for new employees is six months.

Section 3. The most senior applicant for a job posted under the terms of this provision who applies for but does not receive the job shall be able to file a grievance concerning same under the terms of this Agreement. Employees not the most senior of those applying shall not be able to file a grievance concerning same.

Section 4. A person who accepts a higher position in the bargaining unit through the bidding process shall be ineligible to make an additional bid for the following six (6) months unless the new position is in the same grade or below that previously held by the employee.

Section 5. Job description shall accompany the posting of vacancies.

ARTICLE 10: HOURS OF WORK

Section 1. The hours of work shall be consecutive each day. Each employee shall be scheduled to work a shift with regular starting and quitting times. Work schedules shall not be changed during the term of this Agreement except as necessary for the efficient operation of the department and provided further, the Town gives the Union thirty (30) days' notice of the intended change and offers to meet with the Union to explain the reason for the change. Should the Union feel that the change is arbitrary or capricious, it shall be able to file a grievance protecting same under the terms of this Agreement. During the life of this Agreement, the Town may elect to institute a 4-day-10-hour per day work week for certain Plant & Facilities division employees on a volunteer basis. If there are insufficient volunteers then the Town will meet with the Union prior to putting the new work week in effect.

Section 2. The work week shall remain as now in effect, provided, however, employees hired after July 1, 1975 may be assigned a Tuesday-Saturday work week. Water Plant Operators may continue to have a regular work week including Saturday and Sunday pursuant to past practice.

The regular work day for all employees in the bargaining unit shall consist of eight and one-half (8 ½) consecutive hours including one ½ hour unpaid break for lunch or supper. The regular hours of work for meter readers shall be eight and one-half (8 ½) consecutive hours starting no earlier than 7:00 A.M. and no later than 8:00 A.M. and ending no earlier than 3:30 P.M. or later than 4:30 P.M.

The Building Maintenance Division and the Mechanical Electrical Division are exempted from the regular work day defined in this Article 10, Section 2. The hours of work for the Building

Maintenance Division and the Mechanical Electrical Division will be eight (8) consecutive hours with a 20 minute break for lunch or supper to be taken at the work site or at the Building Maintenance Shop on Red Spring Road. Management reserves the right to require the Building Maintenance Division and/or the Mechanical Electrical Division to adopt the regular work day of eight and one-half (8 ½) consecutive hours with one-half (½) hour unpaid break if there is recurring abuse of the hours of work defined in this paragraph. Management agrees to provide the Union with one written warning of recurring abuse before terminating this exemption from the regular work day for either of these two Divisions. Termination of this exemption from the regular work day shall not be grievable by the Union.

ARTICLE 11: OVERTIME

Section 1. All work performed after eight (8) hours of work in any day or after forty (40) hours of work in any week shall be compensated at the rate of time and one-half the employee's regular rate of pay.

Section 2. Employees are required to work a reasonable amount of overtime in the case of an emergency. Examples of emergency work include, but are not limited to, the plowing and the sanding of roads, the repair of breaks and leaks in water mains and services, the alleviation of plugged sanitary sewers and storm drains, building related emergencies and the completion of work started during the regular scheduled work day, the completion of which is necessary for the protection of the work accomplished or for the safety of the public.

Section 3. Employees are expected to respond to reasonable requests to work overtime to perform those normal functions of the department which by their nature must be performed at other than the regularly scheduled hours, such as the spraying of trees, building repairs and other similar

type activity.

Section 4. Regularly scheduled inspection and maintenance shall continue as presently compensated.

Section 5. Scheduled work on Saturday and Sunday shall be a minimum of four (4) hours at time and one-half the employee's regular rate of pay except for water plant operators whose regular work week may include Saturday and/or Sunday who shall be paid straight time for hours worked and employees hired after July 1, 1975.

Section 6. Emergency work on Saturday or Sunday shall be a minimum of four (4) hours at time and one-half the employee's regular rate of pay.

Section 7. Employees who are called in after completion of their normal work day or more than 1.5 hours before the beginning of their scheduled shift and not scheduled overtime, shall be compensated a minimum of 4 hours times 1.5.

Section 8. Employees ordered to report to work less than 1.5 hours before their scheduled shift shall be compensated at 1.5 times their regular pay for actual hours worked.

Section 9. Employees requested to extend their normal work day shall receive a minimum of one (1) hours' pay at the time and one-half rate.

Section 10. Notwithstanding the provisions of Section 7 and 8 to the contrary, employees called in to work, who do report and are then sent home within two (2) hours, shall receive a minimum of two (2) hours' pay at the rate of time and one-half the employee's regular rate of pay.

Section 11. The provisions of this Article as they pertain to callback pay shall not apply to employees who have not left the employer's premises and who are asked to work overtime.

Section 12. No part-time or summer employee will be offered overtime work until it has been refused by all unit members.

Section 13. If an employee works scheduled overtime during the work week in the morning and goes home on sick leave during their regular shift, then the scheduled overtime hours will be compensated at regular pay and the employee will be charged sick leave for the rest of the day. This section is not in effect until the third offense.

Section 14. Voluntary scheduled overtime shall be scheduled at least 24 hours prior to the start of the overtime work.

ARTICLE 12: UNION REPRESENTATION

A union steward may be granted the opportunity to settle grievances during working hours without loss of pay provided he/she has notified his/her supervisor or the Town Manager and received approval to do so. Said approval shall not be withheld except as necessary because of work load at the time of the request.

ARTICLE 13: MEAL PERIODS

Section 1. PAID MEAL PERIODS Employees working extended shifts before and after the scheduled work day shall be granted paid meal periods as follows:

- A. One half-hour as near to the usual evening meal hours as emergency conditions permit, provided it is anticipated that the emergency work is to continue after 7:00 P.M. except when the Director of Public Works and/or the Director of Plant & Facilities elects to provide at Town's expense sandwiches and coffee at job site. In such cases, there shall be no loss of pay, and a rest period for eating shall be reasonable in length.
- B. A fifteen (15) minute break as close to midnight as emergency conditions permit.

C. A one-half hour meal period as near to the usual morning meal hour as emergency conditions permit for employees who have worked one hour or more prior to the beginning of the scheduled day shift.

D. Those employees scheduled for early morning projects which start two (2) hours or more before their normal work day shall be granted an extra fifteen (15) minute rest period during the forenoon.

Section 2. UNPAID MEAL PERIODS

A. One-half hour as near to twelve noon as emergency conditions permit.

B. Those employees who work on a scheduled project which begins after their normal evening meal hour shall not receive any evening meal compensation.

ARTICLE 14: REST PERIODS

All employees, to the extent permitted without undue interruption of work, shall be permitted a rest period not to exceed fifteen (15) minutes' duration the first half of their shift.

ARTICLE 15: CLEAN-UP TIME

Clean-up time for ten (10) minutes shall be allowed each employee covered by this Agreement.

ARTICLE 16: HOLIDAYS

Section 1. Employees who are scheduled to work on the following holidays shall be paid a regular day's pay in lieu of work. Said holidays are:

New Year's Day

Labor Day

| | |
|------------------------|------------------------|
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

Section 2. Employees required to work on any said holidays shall be compensated at the rate of time and one-half their regular rate of pay, with a minimum of four (4) hours.

Section 3. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. Eight (8) hours of holiday time shall be considered as time worked in computing overtime.

Section 4. Work on Christmas Day will be compensated at triple time.

ARTICLE 17: VACATIONS

Section 1. All employees covered by this agreement shall be entitled to the following vacations:

| | |
|--|-----------------|
| After twenty-six weeks of continuous service (prior to July 1 of each year): | two (2) weeks |
| After five years of continuous service: | three (3) weeks |
| After ten years of continuous service: | four (4) weeks |
| After fifteen years of continuous service: | five (5) weeks |

Provided, nevertheless, that should the anniversary of continuous service fall within the calendar year in which the employee is entitled vacation, he/she shall be allowed the maximum amount of vacation time as determined by the anniversary of his/her employment. This provision, however, shall apply

only to employees of at least five (5) years or more of continuous service. Employees who have 20+ years of service or 85 or more Sick Leave days, may convert 5 Sick Leave days to Vacation Leave days at the beginning of each anniversary year, provided the employee has not used more than 6 Sick Leave days during the previous year, and the 5 days of Vacation Leave are used within six months of the employee's anniversary date. Effective 10/20/08.

Section 2. The vacation period shall commence on July 1 and shall be scheduled so as not to interfere with department work loads.

Section 3. Upon termination of employment, the employee shall receive payment on a pro rata basis equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4. Employees called into work during vacation period shall be paid at overtime rate of one and one-half (1 1/2) times his/her regular rate for all hours worked, with a minimum of four (4) hours, provided, however, if an employee elects to receive equal compensatory vacation time, and said leave is approved by the director, then the employee may take said paid vacation leave in lieu of overtime pay.

Section 5. After twenty-six (26) weeks of continuous service, providing the employee obtains the full twenty-six (26) weeks prior to July 1 of the year following his employment, the employee will be entitled to two (2) weeks' vacation during the fiscal year commencing that July 1st and two (2) weeks each July 1 thereafter until completion of a full five (5) years of service.

A new employee who completes the full twenty-six (26 weeks - 6 months) of continuous service between January 1 and June 30 will be entitled to two (2) weeks vacation commencing on July 1st and two weeks each July 1 thereafter until completion of a full five (5) years of service.

Employees who complete their full twenty-six (26) weeks of continuous service between July 1 and December 31, shall be entitled to one (1) week of vacation between the completion of their twenty-six (26) weeks and the following July 1 and two (2) weeks each July 1 thereafter in accordance with the balance of the contract.

Section 6 – Employees shall be able to roll over five (5) days of vacation time into the successor vacation period to be used prior to December 31st.

ARTICLE 18: TERMINAL LEAVE

An employee of the Town of Andover who becomes eligible for retirement under the State Retirement System and terminates his/her employment with the Town shall be entitled to pay for that portion of his/her unused accumulated sick leave as follows:

- A. The maximum an employee shall be entitled to is 120 work days after thirty (30) years or more of service. For employees hired after July 1, 2008 the maximum an employee shall be entitled to is 120 work days after thirty years of service at 75% of their daily rate of pay.
- B. An employee with less than thirty (30) years of service for the Town shall receive that portion of said 120 work days as his/her years of service in proportion to said thirty (30) years. For example, an employee with twenty (20) years of service will receive 20/30ths of 120 work days, or eighty (80) work days.
- C. A day's pay will be based upon eight (8) hours' pay at the employee's regular hourly rate.

The Town will adhere to the Misenti arbitration case (#11-390-01388-93) for the calculation of terminal leave.

Upon cessation of active employment (prior to the commencement of terminal leave), the employee shall no longer continue to earn sick leave, vacation, holidays or other benefits. Terminal leave pay shall be paid as a lump sum and shall not be included as base pay for purposes of retirement calculations.

- D. Upon death of a worker, 100% of accumulated sick leave shall go to a beneficiary of his/her choice. Said choice may be made in writing at any time during his/her employment by the Town and may be changed by the employee at any time. If a specific written choice is not in an employee's file in the Accounting Office, the payment will be made to the beneficiary shown on the employee's retirement enrollment form.
- E. AFSCME members with 20+ years of service and a Sick Leave balance of at least 120 days as of December 1st of each year shall be eligible to sell-back one week (5 days) of their accumulated Sick Leave at their current rate of pay, which will be payable in January. Days bought back under this provision will permanently reduce the number of terminal leave days the employee is entitled to at the end of service at a ratio of one day for every day sold back. Effective 10/20/08.

ARTICLE 19: SICK LEAVE

Section 1. Each employee shall be credited with sick leave at the rate of one and one-quarter (1-1/4) day for each month of service. Employees hired after July 1, 2008 shall be credited with sick leave at a rate of one (1) day for each month of service. At the beginning of each fiscal year the Town will issue two (2) sick days into a Town-wide or AFSCME Sick Leave Bank for each member hired after July 1, 2008. Employees may accumulate an unlimited number of sick days.

Section 2. Sick leave shall be used only for the necessary absence of an employee as the result of his/her own sickness or injury, provided however, should an emergency arise and a member of the employee's immediate family, as hereafter defined, become sick or ill, an employee may be excused from work not to exceed two (2) days for each occurrence, to be charged against accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the employee's family. Immediate family for the purpose of this selection shall include spouse, children, mother, father, grandparent or relatives who reside permanently with the employee.

Section 3. After five (5) days of illness or injury, or when sick on a day before or after a holiday, the Town may require medical proof of illness or injury in the form of a signed copy of the attending physician's record of treatment and/or diagnosis. The Town reserves the right to have the employee examined by the Town physician if he/she has been on sick leave for ten (10) consecutive work days.

Where an employee has received both a prior verbal and written warning that his/her sick leave usage has established a pattern of abuse (e.g., full day or half day absences before or after holidays or regular days off), a failure to furnish satisfactory medical proof on subsequent absences may result in further progressive discipline, to include suspension or termination.

A probationary employee is not entitled to sick leave during their probationary period.

Section 4. For purposes of computing overtime, sick leave shall be considered good time.

Section 5. All work related injuries shall be reported immediately to the employee's immediate supervisor. The employee shall complete and sign an accident report form. In those instances where it is necessary for the employee to be absent from work because of the work related injury, a request for determination as to eligibility for Worker's Compensation coverage and payment shall be immediately requested by the employee through the departmental supervisor and the Town

Manager or his/her representative. Until a determination is made, the employee will receive sick leave compensation as provided for under Article 19. Upon receiving a determination that the employee's work-related injury is compensative under Worker's Compensation and in accordance with the provisions of Massachusetts General Laws, Chapter 159, Section 69, the employee shall receive directly from the Worker's Compensation insurer (or the Town of Andover, should the Town adopt a self-insurance program) Worker's Compensation benefits in an amount prescribed by law. However, in the event the employee's regular weekly earnings (excluding overtime) are in excess of the amount under Worker's Compensation, the employee may at his/her request receive said additional amount of pay from the Town of Andover proportionately chargeable to sick leave and/or accumulated vacation leave so long as the employee has available accumulated leave benefits.

If an employee no longer has available any accumulated sick leave, the employee may apply to the Town Manager for an advance of unearned sick leave. The granting of an advance of sick leave shall be at the sole and exclusive discretion of the Town Manager. Such conference, partial conference or refusal to confer an advance of sick leave shall not be subject to the provisions, either in whole or in part of Article 6, Grievance and Arbitration.

Section 6. Employees shall continue to accrue sick leave at the rate of one and one-quarter (1-1/4) days per month while being compensated pursuant to G.L. Chapter 159, Section 69.

Longevity payments due under this agreement shall continue to be paid for up to maximum of two (2) years while employees are being compensated pursuant to G.L. Chapter 159, Section 69.

No other benefits shall accrue to employees while absent on an industrial claim.

ARTICLE 20: PERSONAL LEAVE

Employees shall receive two (2) days personal leave per contract year. A new employee will

not be eligible for personal days until he/she has completed the six (6) month probationary period. Said personal leave is to be for an unusual occurrence, not in the normal course of events. This leave may be allowed by the Director of Public Works/Director of Plant & Facilities or his designee, provided it is consistent with the operational needs of the department and provided the request was made at least 24 hours prior to the starting of the work day on which he/she wishes to be absent. The day may be taken in half-day increments.

ARTICLE 21: FUNERAL LEAVE

In the event of a death in the immediate family of an employee he/she shall be entitled to up to four (4) consecutive working days leave without loss of pay in order to make necessary arrangements and to attend funeral or memorial services. Said leave shall not be charged to sick leave or vacation leave. Immediate family under this Article shall mean: spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister or relatives who reside permanently with the employee.

ARTICLE 22: JURY PAY

An employee required to be in Court as a result of jury duty shall receive the difference in the amount received as a juror and his/her regular week's pay, provided the employee reports to work on all days or half days when he/she is excused from jury duty by the Court.

ARTICLE 23: MILITARY LEAVE

In accordance with Massachusetts General Laws Chapter 33, Section 59, employees shall be entitled to be paid for certain absences due to service in the armed forces of the Commonwealth or absences up to seventeen (17) days during an annual tour of duty as a member of a reserve

component of the armed forces of the United States.

ARTICLE 24: HEALTH & WELFARE

The Town shall continue to pay 65% of the premium for group health insurance (Blue Cross/Blue Shield Master Medical or an equivalent plan) during the term of this agreement. The Town will also offer Blue Cross/Blue Shield's Master Health Plus and HMO Blue NE.

The co-pays for HMO Blue NE health insurance shall be \$20 for Office Visits; \$100 for Emergency Room Visits; \$250 for Out-patient/Surgical Day Care*; \$500 for Hospital In-patient* (*these two co-pays will be reimbursed by the Town via a Health Reimbursement Arrangement).

Co-pays for prescriptions will be \$10 for Generic; \$25 for Preferred; and \$45 for Non-preferred.

Effective 11/1/08

Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to \$4,000 per year withheld from their paychecks for the purpose of covering health-related expenses with pre-tax dollars. Effective 1/1/09

ARTICLE 25: UNIFORMS AND PROTECTIVE CLOTHING

Section 1. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the employer. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, laundering) shall be paid by the employer.

Section 2. WEAR AND TEAR ALLOWANCE Employees (except those in Vehicle Maintenance) shall receive an annual lump sum payment of \$325 for the maintenance of their own work clothes and safety shoes.

Section 3. SAFETY SHOES & TOOL ALLOWANCE FOR VEHICLE MAINTENANCE

Vehicle Maintenance employees shall receive an annual lump sum payment of \$162.50 for the maintenance of their own safety shoes, and an additional \$162.50 annual tool allowance, for a total of \$325 annually.

Section 4. PAYMENT Said employees shall receive a lump sum payment in the month of December, prior to Christmas.

Section 5. OTHER ITEMS Employer agrees to provide all materials, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement. Employees in the bargaining unit are required to wear safety shoes. A safety shoe is defined as a steel-toed, above the ankle, leather upper and non-skid sole.

Section 6. VOLUNTARY UNIFORM PROPOSAL A voluntary uniform program in lieu of the \$325 annual payment will continued to be offered to any AFSCME employee who wishes to participate during this contract period. A committee consisting of the Directors of DPW and Plant & Facilities plus representatives from the Union (up to one representative from each division, if needed) would be established to select the standard uniforms consisting of long or short pants, shirts (long and short sleeve) and tee shirts. Jackets can also be considered within the budget. The allocations listed below under “no proof of purchase” would also cover costs for safety shoes.

All shirts and tee shirts shall have some form of identification to identify the individual as a Town employee (i.e. Andover Public Works or Andover Plant & Facilities).

Employees will receive \$425 per year. Of this total, the employee will receive up to \$200 in December and up to \$225 when the employee produces proofs of purchase anytime during the contract year. Some or all of the \$200 will be paid prior to December if the employee has proofs of purchase above \$225 in total. No proofs of purchase will be needed for the \$200 December payment.

Employees will be responsible for cleaning and maintenance of their uniforms.

Vehicle Maintenance employees, as a unit, will have the choice of their current program of \$162.50 per year and provided uniforms or become part of the voluntary program.

All employees who participate in the voluntary program agree to wear the uniforms during this contract period.

Any employees who do not wish to participate in the voluntary program will receive \$325 annually and will be required to meet reasonable dress code requirements.

All employees will be required to comply with the current safety shoe requirement.

During this agreement any AFCSME employee who is not on the voluntary uniform can switch over to this program (as specified in Section 6) and in lieu of the \$325 per year and qualify for an extra \$50 in the first year of the program for a total of \$475.00 (effective 10/20/8). Note: vehicle maintenance employees do not qualify for this.

ARTICLE 26: SAFETY COMMITTEE

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices.

ARTICLE 27: COMPENSATION

Section 1. Employees covered by this Agreement shall be paid pursuant to the salary schedules and retroactive pay in Section 9.

Section 2. Employees shall under normal circumstances advance on the salary schedules as follows:

A. Employees on probation on their first six (6) months of employment shall be paid as

determined by the Town.

- B. Employees who have completed six (6) months of service but less than eighteen (18) months of service shall be paid as provided in Column "2" of the salary schedule.
- C. Employees who have completed eighteen (18) months of service but less than thirty (30) months of service shall be paid as provided in Column "3" of the salary schedule.
- D. Employees with thirty (30) months of service or more shall be paid as provided in Column "4" of the salary schedule.

Section 3. Any employee who in judgment of the Town has not rendered satisfactory service shall within sixty (60) days of his/her salary increase receive a warning notice so advising the employee. Thereafter, if the employee's service improves, he/she shall receive the specified increase as provided by the salary schedule. However, should the employee's service fail to improve, he/she shall receive written notice not later than seven (7) days of the employee's anniversary date that he/she will not receive the increase as provided by the salary schedule.

Section 4. Employees shall receive longevity payments in accordance with the following schedule:

5 years -- 2.0%

10 years -- 2.5%

15 years -- 3.0%

20 years -- 3.5%

25 years -- 4.0%

For the life of this contract no employee shall receive less in longevity payment than he received during the Fiscal Year 1986 under the old contract.

One-time Longevity Benefit - Upon written request to the Town Manager, members will receive a one-time Longevity benefit of a 15% increase to their base pay for 8 weeks, provided the employee has at least 120 days of sick time at 30 years of service (prorated for lesser years of service – e.g., 100/25, 80/20, etc.). During that time, the employee may not use more than 4 unexcused sick days without a doctors note or department head approval. This provision does not apply to employees hired after July 1, 2008.

Section 5. No employee in Category 2 or 3 shall have his percentage salary increase for the category in which he is currently serving reduced for the purpose of calculating a salary increase. However, at the conclusion of his tenure in the grade category in which he currently serves, his step increase shall be based upon this chart amount.

- A. Employees classified as Special Heavy Equipment Operator holding State Hydraulic Cable Licenses requested by the Town and assigned as operators of equipment that required the aforementioned licenses for more than 50% of the employee's regular working schedule shall be compensated in accordance with Compensation Grade W-4.
- B. Working Foreman, when directed by the Director of Public Works or the Director of Plant & Facilities, to cover in the absence of a General Foreman or Superintendent shall be compensated by a one dollar (\$1.00) per hour pay differential. Coverage for periods of time less than four hours shall not be compensated. The absence of a General Foreman or Superintendent will not always require such an assignment.
- C. Employees, when directed by the Director of Public Works, the Director of Plant & Facilities, or their designee, to act as a Temporary Working Foreman, shall be compensated by a \$1.00 per hour pay differential. The following additional provisions apply:

1. Coverage for periods of time less than four hours in the absence of a Working Foreman shall not be compensated.
2. The compensation will apply only when a person is assigned by management to Working Foreman responsibilities. The absence of a Working Foreman will not always require such an assignment. The assignment by management will generally be given when a person is to assume all of the responsibilities of a Working Foreman. Performing a few small administrative tasks, which have been typical past practices, will not require Temporary Working Foreman's pay.
3. Management reserves the right to select the person they believe is best qualified for assignment as a Temporary Working Foreman.

Section 6. Shift Differential. Create a shift differential for W-1 Custodians and HVAC Mechanic positions only.

- A. Custodians and HVAC Mechanics who are assigned to work a shift beginning at 12:00 PM or later, for five days per week, will be paid \$0.25 in addition to their regular hourly rate for all hours worked and for all paid leave including vacation, holiday and sick leave.
- B. Custodians and HVAC Mechanics who are occasionally assigned to work a shift that begins at 12:00 PM or later, or who are assigned to such a shift for less than five days per week, will be paid \$0.25 per hour in addition to their regular hourly rate for time worked only. For employees who meet the criteria described in this paragraph, vacations, holidays and other paid leave are to be paid at the regular rate without a shift differential.

C. The \$0.25 shift differential will be included in calculating the overtime rate only when a regular work shift is extended and not when an employee is assigned to an additional shift.

Example 1. If a custodian assigned to a 3:00 PM to 11:00 PM shift for five days per week, works until 12:00 AM on a given night, the hour of overtime worked from 11:00 PM to 12:00 AM will be paid time and one half at a rate that includes the additional \$0.25 per hour shift differential.

Example 2. If a custodian assigned to a 3:00 PM to 11:00 PM shift for five days per week, works a function at the Town House from 1:00 PM to 10:00 PM on a Saturday, said employee will be paid time and one half on his/her regular base rate without the \$0.25 per hour shift differential.

Section 7. Any Water/Sewer employee who obtains the following three licenses will be eligible to receive the W-5 pay grade: Commercial Drivers License (CDL), Massachusetts Water Distribution Grade 3 and Massachusetts Class C Hoisting License. A Massachusetts license of a higher grade or class in the appropriate category may be substituted.

Section 8. A \$400 bonus will be paid to any employee who does not use any sick time for a full calendar year. Eligible employees will receive the bonus during the month of January immediately following the completion of one full year with no sick leave used. Effective 10/20/08 for calendar year 2008.

Section 9. COLA & Classification Plan Implementation

See Appendix A and B for Pay Grade and COLA Schedules.

COLA:

| | |
|--|------|
| FY08 – Pay increase effective July 1, 2007 | 1.5% |
| FY09 – Pay increase effective July 1, 2008 | 1.5% |
| Pay increase effective Jan. 1, 2009 | 2.0% |
| FY10 – Pay increase effective July 1, 2009 | 1.5% |
| Pay increase effective Jan. 1, 2010 | 2.0% |

- Retroactive pay from July 1, 2007 for current employees and employees who terminated after July 1, 2007, including Article 25, Section 3 (Tool Allowance).
- Longevity will continue to be effective on the employee's anniversary date based on the date of hire. (see Article 27, Section 4)
- The step increase date for all current employees employed as of July 1, 2002 will occur on the employee's anniversary date and annually thereafter starting on July 1, 2002.
- The step increase date for new employees starting on July 1, 2002 and thereafter shall be annually on the anniversary date of hire.
- After July 1, 2002, the new step increase date for all employees who bid out to new positions shall be the date the employee starts the new job.

Section 10. Job Descriptions

- The weight lifting requirement in all job descriptions will be approximately 60 pounds.
- Working Foreman job descriptions will include the following language: Working Foreman shall have the authority to assign work and give work direction to assigned employees. Working Foreman shall have the authority to point out problems and infractions of rules to assigned employees and shall report these problems to their immediate supervisors as needed. The Working Foreman shall not administer discipline.

Section 11. Education Benefits The program must be job-related or related to a job within the bargaining unit that the employee could potentially qualify for. The program must be approved in advance and in writing by the Director of Plant & Facilities or the Director of Public Works at their discretion. The funds for tuition and books will only be paid at the end of a course with proof of successful completion and a passing grade when applicable. The Town reserves the right to limit

annual amounts that will be paid including the amount of zero based on budget constraints. Funds will be reserved on a first-come first-served basis.

ARTICLE 28: UNION RELATED BUSINESS

Union members shall be granted leave of absence for union related business or training not to exceed a combined total of five (5) days in any calendar year for all employees in the bargaining unit provided that the employee requesting leave provides written notice 5 working days in advance of scheduled union business. The five (5) day maximum applies to the sum of leave days taken by all employees in the bargaining unit.

ARTICLE 29: MISCELLANEOUS PROVISIONS

Section 1. BULLETIN BOARDS Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 2. Should any provision of this agreement be determined to be in violation of law, the said provision shall be void, but the remainder of said agreement shall be in full force and effect.

Section 3. NO DISCRIMINATION The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement, nor shall the parties discriminate against any person based on his/her membership or non-membership in the Union.

Section 4. ACCESS TO PREMISES Union representatives shall have access to employer premises only after receiving prior approval of the Town Manager or his/her designee. Said approval

should not be unreasonably withheld.

Section 5. In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for his/her normal day at the rate to which he/she would be entitled for his/her shift.

Section 6. The Union recognizes the Town's right to subcontract work; however, in the exercise of this right, the regular employees covered by this agreement shall not be replaced.

Section 7. No monies shall be paid out under any provision of this agreement unless and until an appropriation has been made therefore.

Section 8. The Town agrees to establish a committee comprised of at least one member of every bargaining unit to consider selection of a dental plan and a prescription plan, both of which would be provided at no cost to the Town but would be payroll deductible.

Section 9. The Town agrees to deduct medical insurance payments before taxes rather than after taxes. This is intended to be implemented at the individual employee's option.

Section 10. Within 60 days of the signing of this Agreement, a committee made up of DPW and Plant & Facilities department managers, supervisors, and AFSCME members shall be formed to review the Town's existing alcohol and controlled substance policy, and to develop proposed changes and/or refinements to said policy for the Town Manager's review and approval.

ARTICLE 30: DURATION

This agreement shall be effective July 1, 2007 through June 30, 2010. After the expiration of this Agreement and before a successor Agreement is reached, should this occur, then the terms of this Agreement shall continue in effect during this period.

This agreement represents the entire Agreement of the parties and may not be reopened

except as provided herein during its term except by the mutual agreement of the parties.

On or after December 1, 2009, the Union may submit proposals in writing to the Town for changes in this Agreement to be effective in a successor Agreement.

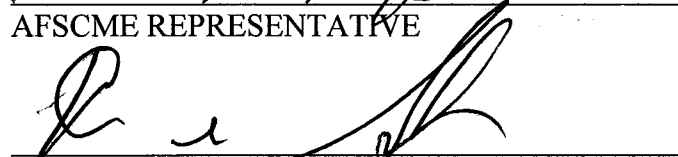
This Agreement entered into this 4th day of November, 2008.

TOWN OF ANDOVER

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 1704


TOWN MANAGER


AFSCME REPRESENTATIVE


LOCAL 1704 REPRESENTATIVE


LOCAL 1704 REPRESENTATIVE

TOWN OF ANDOVER
PUBLIC WORKS
PLANT AND FACILITIES
AFSCME PAY GRADES

APPENDIX A

| GRADE | TITLE |
|--------------|---|
| W 0 | Security Guard |
| W 1 | Laborer I Custodian |
| W 2 | Laborer II |
| W 3 | Water Meter Reader, Installer Equipment Operator I Inventory Asst., Driver |
| W 4 | Senior Custodian Equipment Operator II Equipment Operator II/Mechanic |
| W 5 | Grader, Equip Operator II Water Maintenance Distribution/Sewer Painter I Tree Climber |
| W 6 | Painter II Maintenance Mechanic/Plumbing Tree Climber II |
| W 7 | |
| W 8 | Carpenter |
| W 9 | Working Foreman: Highway, Cemetery, Parks, Forestry, Water and Sewer Mechanic/Vehicle HVAC/Prev Maintenance Mechanic Burner & Heating System Mechanic |
| W 10 | Working Foreman:(Certified Arborist) Cemetery, Parks, Forestry Maintenance Electrician Plumber Maintenance Mechanic HVAC & Mechanical Security Systems Technician Water Treatment Plant Operator |
| W 11 | |
| W 12 | |
| W 13 | Working Foreman: Vehicle Maintenance, Buildings, Mechanical, Electrical & Plumbing |