

**TOWN OF ANDOVER**

**AGREEMENT**

**ANDOVER PUBLIC SAFETY COMMUNICATORS  
N.E.P.B.A – LOCAL 109**

*Public Safety Communicators shall fall under the Revised Personnel Policy in effect June 24, 1981 with the attached exceptions. Public Safety Communicators shall negotiate their own amendment to the Agreement.*

**Effective July 1, 2011 through June 30, 2012**

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1. GENERAL PROVISIONS

1.1 Bargaining Agent

The Town of Andover hereby recognizes the New England Police Benevolent Association (N.E.P.B.A.) as the exclusive bargaining agent for the APSC.

1.2 Dues Deduction & Authorization Card

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

1.3 Payroll Deduction of Agency Service Fee

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 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 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 fee shall be deducted weekly from the salary of each member. Remittance of the aggregate amount of dues shall be made to the APSC treasurer within thirty (30) days after the month in which fees are deducted.

The Association 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.

2. DEFINITIONS

2.23.1 Seniority: Communicator with the highest years plus part-time hours of service in the Communication Department for the Town of Andover.

2.28.1 There shall only be two (2) Communicators allowed to take time off per day, this will include, but not be limited to, vacation days, personal day, holiday

days and extended sick or injury leave 30 calendar days or more. If a third Communicator requests time off, then it is management's decision to allow it.

2.30.1 Mandatory and voluntary hours are hours that are worked to fill a vacant shift in the Communications Center only. If a Communicator takes a shift, then he/she is committed to work it unless the Communicator secures another Communicator as a replacement to work the shift in question.

2.44 Work Day: The hours of work shall be as follows:

12:45 A.M. to 9:00 A.M.

8:45 A.M. to 5:00 P.M.

4:45 P.M. to 1:00 A.M.

2.45 Work Week: The so-called 4 and 2 work schedule shall apply. This schedule provides that Communicators shall work four (4) consecutive days and have two (2) consecutive days off, thereafter on a six-week rotation cycle.

2.45.1 It is recognized that if the Chief of Police determines that it would best serve the needs of the Department, he may set up one or more schedules of five (5) days working and two (2) day off. Any such created shifts would be subject to the shift differentials associated with them and the Communicator who is assigned to these shifts shall receive two (2) additional days off with pay (Accum. Days) every six (6) weeks.

2.45.2 The Communications Department work schedule shall be opened annually for bid starting the second Friday of November in order to allow the Communicators an opportunity to indicate their preference of shift and group by seniority with the final decision made by the Chief of Police. The new schedule shall become effective on the first Sunday of January, but not on January 1.

2.46 Staffing: In the event that it is necessary for a Communicator to work alone because a second Communicator is unavailable to work, that Communicator shall receive a stipend of \$4.00 for the first full hour as well as \$4.00 for each full hour thereafter.

## 6. OVERTIME WORK

6.1.1 Overtime shifts pursuant to a chart wherein the Communicators who are on his/her day off, with the lowest voluntary hours, will first be offered the shift. Then Communicators with the lowest hours, tied hours going to senior Communicator.

- 6.1.2 Overtime on sick calls shall be offered to the Communicators on duty first if it is for the next shift, then according to Section 6.1.
- 6.1.3 Mandatory shifts pursuant to a chart wherein the Communicator with the lowest mandatory hours, not on his/her day off, will be mandatoried with tied hours going to the least senior Communicator. If a Communicator is mandatoried on his/her day off, then they will receive a day off at a later time. For the purpose of this section, a day off will include scheduled days off as well as any other approved time off, i.e., vacation days, personal days, mandatory days dues, holiday dues and accumulated days.
- 6.1.4 Mandatory shifts for sick calls can be given to another Communicator if he/she calls back as long as it follows Section 6.1.3 and both Communicators agree to it.
- 6.1.5 Mandatory shifts for half (1/2) shifts shall go to the Communicator whose shift is attached to the vacant half (1/2) shift.
- 6.1.6 The first Sunday in January after New Year's Day, voluntary and mandatory hours will be set to zero (0) to coincide with Section 2.45.1 for January.
- 6.1.7 New Communicators will be given highest voluntary hours and lowest mandatory hours effective the day they are eligible for overtime.
- 6.1.8 The Town will make an effort not to allow a Communicator to work more than sixteen (16) consecutive hours except in an emergency situation.
- 6.1.9. A Communicator may be cancelled from an overtime shift as long as the cancellation notice is greater than 4 hours before the start of the scheduled shift. If the notice is less than 4 hours, then the Communicator shall receive not less than four (4) hours pay (this section is related and in addition to 17.13 & 17.13.1).
- 6.1.10 Any time a dispatcher reports for duty he shall be compensated for a minimum of four (4) hours pay.

## 7. HOLIDAYS

- 7.1 The following eleven (11) days shall be considered paid holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Holiday pay shall be one-fifth (1/5) or twenty (20) percent of the employee's weekly salary whether he worked the holiday, was on vacation, emergency leave, injury leave, ordered military leave, or excused absence including sick or funeral leave.

- 7.1.a If a Communicator works a 1645-0100 hrs, shift on the eve of Thanksgiving, Christmas or New Year's Day, then he/she is entitled to receive a compensatory Holiday Due, which must be used in accordance with the provisions of Section 7.
- 7.1.1 When a Communicator's scheduled work day falls on a holiday listed above and he/she works that holiday, the holiday pay described above (Section 7.1) shall be at the time and a half rate and, in addition, he/she shall receive a compensatory day off (Holiday Due). A Communicator shall request in writing, ninety-six (96) hours advance notice, the desire to take a Holiday Due.
- a. If a Communicator works on any of the following six (6) holidays but was out sick on the calendar day before or after that holiday, then he/she shall forfeit the Holiday Due and be compensated with pay at the rate of time and a half rather than straight time. These holidays are New Year's, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas.
- There shall be no forfeiture of the compensatory day off (Holiday Due) if a Communicator is out sick on the calendar day before or after the other remaining five (5) holidays.
- 7.1.2 A Communicator can specify two (2) weeks in advance of a holiday he/she is scheduled to work that he/she prefers the time and one half pay to the compensatory day off (Holiday Due).
- 7.1.3 Communicators shall be allowed to carryover five Holiday Dues into the next fiscal year. Days carried over must be used by the end of the calendar year.
- 7.3 If a Communicator is on a non-scheduled day of work and he/she works an overtime shift on a holiday, then in addition to overtime pay for the overtime hours worked, he/she shall also be entitled to a Holiday Due for each overtime shift worked.
- 7.4 When a Communicator works an overtime shift on a holiday, in addition to overtime pay for the overtime hours worked, he/she shall also be entitled to a Holiday Due for each overtime shift worked.
- 7.5 The supervisor at his/her discretion may elect to either work a holiday scheduled on a Monday through Friday and receive the additional holiday pay, or he/she may take that holiday off and not be charged a personal, accumulated, or holiday due day.
- 7.6 The filling of vacant shifts (that would normally be filled) will be honored on these major holidays (Christmas, New Year's, Thanksgiving, July 4th and

after 5:00 P.M. on Thanksgiving Eve, Christmas Eve and New Year's Eve). The communicator requesting the day off will secure a suitable replacement to work his shift (if his shift would normally get filled) and the replacement dispatcher that is securing the shift shall be entitled to work that shift, if it would normally be filled. This shall be an exception to Section 6, filling of Overtime Work. Nothing in this section prohibits the Chief from determining adequate staffing levels.

16. GRIEVANCE AND ARBITRATION:

16.1 A grievance is a dispute concerning the interpretation, application, or alleged violation of the express terms of this agreement.

16.2 A grievance shall be processed in the following manner:

Step I. Grievances may be first presented by the employee and/or the Union representative to the officer designated by the Chief as in charge of the Employee's shift or such other officer designated and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner.

Step II. If the grievance is not resolved in Step I, the grievance shall be reduced to writing and presented to the Chief of Police or his designee within ten (10) days of the occurrence of the incident on which the grievance is based or when the employee first knew or should have known of the incident upon which the grievance is based. The Chief or his designee may meet with the Grievance Committee, within ten (10) days from the time the grievance is received by him to discuss and attempt to adjust the grievance; and he shall answer the grievance within seven (7) days after the meeting.

Step III. If the grievance still remains unadjusted, it shall be presented to the Town Manager or his designee in writing within ten (10) days after the response of the Chief of the Department is due. The Town Manager or his designee shall meet within ten (10) days of receipt of the grievance with the Grievance Committee, not to exceed three (3) employees, and the grievant, if he so desires to attend. The Town Manager or his designee may bring such other person(s) as he desires to be present. The Town Manager or his designee shall notify the grievant and the Union of his decision in writing within ten (10) days of said meeting.

Step IV. If the grievance remains unresolved, the Union, and only the Union, shall within fifteen (15) days after the Step III answer is received or the date on which said answer is due, whichever first

occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third party arbitrator with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the provisions of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement. Notwithstanding any contrary provisions of this Agreement, the following matters shall not be subject to the arbitration provisions of the Agreement:

1. Any matter that is outside the express terms of this Agreement or matters subject to Retirement Board Laws, Rules, or Regulations, except as in Item 3 below.
2. Any matter involving the discipline or discharge of a probationary employee.
3. Any matter involving the suspension, dismissal, removal, or termination of an employee who has completed his probationary period unless the employee and the Union elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.
4. Any matter that concerns the Police Chief's rights of assignment on matters of public safety as determined under Massachusetts appellate court decisions.

16.3 A grievance shall be deemed waived unless submitted at each step by the aggrieved employee and/or his representative within the time limits provided herein. Time limits may be extended by mutual agreement of the parties in writing. Saturdays, Sundays and holidays shall not be counted in any of the time periods specified in this Article. A group grievance concerning three (3) or more dispatchers may be submitted at Step II.

16.4 A dispatcher's probationary period shall be 6 consecutive calendar months from the date of hire.

## 17. LEAVE OF ABSENCE

### 17.1 Vacation Days

17.1.1 For the purpose of this Agreement, a week's vacation shall be computed as five (5) days of work for each week of vacation. The anniversary date of employment shall be used for computing years of service. The dates of

December 18th to January 3rd are excluded from the vacation period unless a Communicator is not scheduled to work at any time of the day or night of New Year's Eve, New Year's Day, Christmas Eve or Christmas Day or if an arrangement has been made with a fellow Communicator to fill in for him/her at said time subject to the prior approval of the Chief of Police or his designee.

After one (1) year of continuous service	2 weeks
After five (5) years of continuous service	3 weeks
After ten (10) years of continuous service	4 weeks
After fifteen (15) years of continuous service	5 weeks

- 17.1.5 Beginning in FY-2001 (July 1, 2000), vacation time will be awarded at the start of each fiscal year and it should be taken during that particular fiscal year. Unless an exception is granted by the Chief of Police, vacation time in excess of two (2) weeks may not be carried into the following fiscal year. At the time of the conversation to this new date, a Communicator's vacation allotment will be pro-rated to take into account the change in dates.

Vacation is accrued monthly throughout the year. It is awarded once yearly. Upon the termination of employment by a communicator he/she shall be compensated with all accrued vacation time that he/she has earned up until the most previously completed month of work. Only awarded time may be used by active employees.

- 17.1.6 Communicators should provide by seniority, a request of the two weeks vacation during the sign-up time in December. After the two week pick, time off becomes open to all Communicators on a first-come basis with a ninety-six (96) hour notice in writing.

## 17.2 SICK LEAVE

- 17.2.13 APSC members who accumulate a balance of 90 or more Sick Leave days may convert 5 days to Vacation Leave at the beginning of each fiscal year, provided the employee has not used more than 5 unexcused Sick Leave days during the prior fiscal year, and the 5 days of Vacation Leave are used within six months.
- 17.2.14 Communicators hired after July 1, 2011 will accumulate 1 sick day per month of service. Current APSC members continue to accumulate 1.25 days per month.

17.5 PERSONAL DAYS

17.5.1 Each Communicator shall be allowed two (2) non-accumulating personal leave days in each fiscal year (neither day charged to sick time). A Communicator shall, whenever possible, request in writing ninety-six hours in advance notice when desiring to take a personal day.

17.5.2 Effective July 1, 1994, each Communicator will be given two (2) additional non-accumulating personal leave days if he/she does not use more than three (3) sick days in the preceding fiscal year.

17.6 SPECIAL LEAVE

17.6.1 Each Communicator shall be granted special leave (swaps) with pay for a day on which he/she is able to secure another Communicator to work in his/her place. This leave will be allowed provided:

- a. such substitution does not impose any additional cost to the Town with regard to the payment of salary and wages;
- b. that the Chief of Police, or his designee, shall approve all such substitutions at least one (1) day in advance of its becoming effective, providing time is available for said notification;
- c. neither the Communicator nor the Town is to be held responsible for enforcing the Agreement between the two Communicators;
- d. a Communicator working a swap shall relinquish his/her day off while the other Communicator will be considered on his/her day off except in an emergency situation. A Communicator working a swap on his/her scheduled day off is eligible to be mandatoried for any other shift on the day of the scheduled swap;
- e. Swaps are not allowed if two (2) or more Communicators are already scheduled to be off for any reason unless the request for the swap has been previously approved by a supervisor. An exception to this restriction is in the case where a Communicator makes arrangements for a swap on his/her scheduled day off. This will be allowed even though there may already be two (2) Communicators previously scheduled for time off on that particular day; and
- f. mandatory shifts shall not be transferable.

17.7 MILITARY LEAVE

17.7.1 The Town of Andover will grant any and all requests for Military Leave by a Communicator who is an active member of the United States Military and its reserve components. Requests for Military Leave should be submitted at least two (2) weeks before said leave is required. This requirement will not apply to “emergency activations”.

17.7.2 A schedule of required military drills, including all changes, and all orders for extra or emergency activations shall be submitted to the Communicator’s immediate supervisor as reasonably soon as they become known.

17.7.3 For monthly training requirements, outside of the normally scheduled Two (2) Week Summer Camp period, a Communicator will be allowed up to fourteen (14) Military Leave Days per fiscal year without being required to submit any reimbursement of money to the Town. Any Military Leave, which is in excess of the said fourteen days, will require the Communicator to submit his/her military pay in order to reimburse the Town. The Town’s obligation will be to make up the difference between the Communicator’s military pay and his/her regular weekly rate of pay. A Communicator will also continue to be required to reimburse the Town for the so-called Two Week Summer Camp and will receive remuneration for the difference in pay as described above.

17.7.4 If a Communicator who is a member of a reserve military unit is called to active duty, the Town will pay said Communicator the difference between his/her military pay and the Communicator’s regular weekly rate of pay. In addition, the Town will maintain either an individual or family (whichever should apply) medical coverage for the term of the Communicator’s “call to active duty”.

17.7.5 Members will comply with the Town of Andover Military Service Policy that conforms with the USERRA: Chapter 708 of the Acts of 1941 and relevant provisions of the Massachusetts General Laws, with respects to employment; reemployment and protection of benefits during military service.

17.11 BEREAVEMENT DAYS

17.11.1 In the event of a death in the immediate family of an employee, he/she shall be entitled to up to four (4) days of leave (not counting days off) without loss of pay for the purpose of making necessary arrangements for and to attend the funeral or memorial services or handle other matters of the estate. Said leave shall not be charged to sick leave or vacation leave. For the purposes of this section, immediate family shall mean spouse, children, mother, father,

brothers, sisters, mother-in-law, father-in-law, grandchildren and grandparents, also domestic partner who resided permanently with the employee. In the event of a death of a brother-in-law, sister-in-law, employee's aunt or uncle or a relative who resided permanently with the employee, the employee shall be entitled to one (1) day off.

17.11.2 In the case of other deaths not covered in 17.11.1, the employee may charge up to three (3) days per fiscal year to sick leave in order to attend funeral or memorial services. These days may be used in ½ day increments with reasonable discretion.

17.12 TERMINAL LEAVE

Effective July 1, 2006 - All Andover Public Safety Communicators who become eligible for retirement under the Andover Contributory Retirement System and terminates his/her employment with the Town shall be entitled to compensation for his/her unused accumulated sick leave as per the "Terminal Leave Chart" (shown below), subject to the following:

- a. Only service to the Town of Andover (Town and School) is eligible for payment under the terminal leave program.
- b. If the accumulated sick leave balance is less than the allowed number of terminal leave days in the chart, the accumulated sick leave balance will be considered to be the total terminal leave payment.
- c. In cases of termination due to death, the beneficiary shall be granted terminal leave according to the formula listed below, regardless of retirement eligibility. When a termination (other than) death precedes the retirement, the conditions necessary for terminal leave are not met, and therefore, terminal leave is not granted.
- d. An employee will be eligible for Terminal Leave provided that he/she is eligible to receive a retirement allowance from the Andover Contributory Retirement system as defined in MGL Ch 32 § 5(1) at the time of termination, whether or not he/she chooses to file for retirement at the time of termination.
- e. The maximum number of days allowed for terminal leave is 120 workdays at 24 years of service.
- f. A day's pay for terminal leave calculation shall be calculated as:  
Daily rate = weekly pay / 5

Terminal leave payment = daily rate x sick leave days allowed

TERMINAL LEAVE CHART	
Years of Service	Maximum Allowed Days
1	6.5
2	13
3	19.5
4	26
5	32.5
6	39
7	45.5
8	52
9	58.5
10	65
11	68
12	72
13	76
14	80
15	84
16	88
17	92
18	96
19	100
20	104
21	108
22	112
23	116
24+	120

- g. APSC members hired after July 1, 2008 shall be entitled to compensation of unused accumulated Sick Leave at 75% of their daily rate of pay, up to a maximum of 100 days, upon the termination of their service with the Town of Andover.

17.13 Military leave or court time is subject to cancellation but it has to be within a reasonable amount of time (sixteen (16) hours or the day before) or the Town owes the communicator four (4) hours compensation. The communicator is responsible for calling the department the day before to confirm the need for the fill-in.

17.13.1 A Communicator who is scheduled for jury duty is required to call and confirm the status of his/her jury duty by 1700 hours on the day preceding the scheduled duty. If said duty has been cancelled or if he/she is not needed,

then the Communicator shall immediately notify the Communications Center in order that the filled shift can be cancelled. There shall be no additional expense to the Town when it is determined that a Communicator's presence for jury duty is cancelled and as a result, another Communicator is then cancelled from working the extra shift.

23. TRAINING

23.5 The Department may require specific training on mandated subjects in which case the Department will compensate the employee for his/her time.

23.6 The Department will post training opportunities that become available. Communicators are encouraged to attend these training sessions for professional development. The Department reserves the right to compensate the Communicator for attendance.

23.7 Management will issue a training manual.

23.8 The Town agrees to provide training for any Communicator who is interested in attaining certification in CPR. Said training will be at the Communicator's overtime rate of pay if it is administered during his/her non-scheduled hours of work.

23.9 The Supervisor of the Communications Center, in conjunction with the Department's Training Officer, shall continue to set up a training program and train all newly hired Communicators. However, in the event that the Supervisor is either absent or unavailable to conduct said training, then the Supervisor may designate a Communicator to implement a part or a special section of the training program. In the event that a Communicator is designated to conduct training with a new Communicator, said trainer shall receive an additional \$16.00 per day for each occurrence that he/she is conducting the training. The Communications Supervisor is not entitled to this stipend.

25. CLOTHING ALLOWANCE

25.3 Beginning on July 1, 2006 each Communicator will be reimbursed up to \$500 per fiscal year for the purchase of work-related clothing. Communicators may order clothing directly from approved public safety clothing vendors, or provide purchase receipts from other commercial clothing vendors.

25.3.1 New dispatchers shall be allowed to purchase the following, which shall be reimbursed by the town:

- Two (2) Long-sleeved shirts
- Two (2) Short-sleeved shirts

- Two (2) Trousers
- One (1) black belt
- One (1) black tie
- One (1) pair of black shoes that can take a polish (no more than \$50)

Uniform allowance will be pro-rated for first year employees.

25.3.2 Clothing/equipment purchased by the Department shall be returned to the Department at the Communicator's termination within that present fiscal year.

26. NIGHT DIFFERENTIAL

26.1 There shall be a night differential of:

12:45 A.M. to 9:00 A.M.	9%
4:45 P.M. to 1:00 A.M.	8%

27. COMMUNICATORS

27.1 Each member of the Communications Division shall be included in this Agreement and shall get the same benefits as Communicators. Members of the bargaining committee are the sole bargaining unit and represent all full-time members of the Communications Division.

27.2 Union Business Leave  
Elected Officers of Local 109 with permission of the Chief shall be granted 72 hours time off, without loss of pay or benefits, to perform union related business. The permission of the Chief shall not be unreasonably withheld.

27.3 New England PBA Election of Officers Convention  
In those years in which the NEPBA holds its convention for the purpose of electing its officers, one delegate and one alternate to said convention will be allowed up to 3 days off with pay provided the dates of the actual convention (not travel days) fall on scheduled work days of the chosen delegate and alternate.

28. EVALUATION SYSTEM

28.1 Each Communicator will be evaluated at least once a year by a Sergeant or Lieutenant of the Police Department. The Evaluation will be used as an educational experience only. If a Communicator disagrees with his/her evaluation, he/she will have a rebuttal process. Two Communicators will assist in the drafting of the evaluation questionnaire. This will be done at the expense of the Town.

29. MISCELLANEOUS

29.1 Monitors

Communicators are required to monitor all monitoring systems within the Communications Center, including the cell monitors (with recognized exceptions).

29.2 Court

It is recognized that a Communicator may be required to attend a court trial that is directly related to his/her employment in the capacity as a Communicator with the Town of Andover. If said attendance occurs during the Communicator's non-scheduled hours of work, then the Communicator shall receive a minimum of four (4) hours pay at the individual's overtime rate and shall be paid for the actual number of hours in attendance should it exceed four hours. A Communicator attending a trial during his/her scheduled hours of work shall not receive any additional compensation.

29.3 Residency Requirement

Communicators hired after July 1, 1999 are required to live within a fifteen (15) mile radius of the Town of Andover, said distance to be measured as the shortest distance border to border.

29.4 Outside Employment

A Communicator would be precluded from working outside employment without prior approval from the Chief of Police.

29.5 Maternity Leave

A Communicator is entitled to Maternity Leave. Said Leave shall be up to eight (8) weeks to be deducted from accumulated Sick Time and an addition four (4) weeks of unpaid leave. In addition, a Communicator is entitled to up to two (2) weeks of Paternity Leave, said Leave to be deducted from accumulated Sick Time.

29.6 Educational Reimbursement

The Town will reimburse a Communicator up to the following amounts for college courses completed in each fiscal year while employed by the Town:

- \$3,000 for undergraduate courses
- \$5,000 for graduate courses
- \$100 expense stipend per course

29.7 One-time Longevity Benefit

- 29.7.1 Upon written request to the Town Manager, members with 30 years or more service will receive a one-time Longevity benefit of a 15% increase to their base pay for 16 weeks, provided the employee has at least 120 days of accumulated sick time at 30 years of service.
- 29.7.2 Members with less than 30 years service may receive a one-time Longevity benefit of a 15% increase to their base pay for 8 weeks, provided the employee has the required number of days of accumulated sick time (prorated for lesser years of service – e.g., 100/25, 80/20, etc.).
- 29.7.3 During that time, the employee may not use more than 4 unexcused sick days without a doctors note or department head approval.
- 29.7.4 This benefit shall not apply to APSC members hired after July 1, 2008.
- 29.7.5 Members of the APSC NEPBA Local 109 shall participate in weekly direct deposit when the Town of Andover adopts such a program.

COMPENSATION

Section 1. Effective July 1, 2011, APSC members covered by this Agreement shall receive a wage adjustment of 1.5%.

SALARY SCHEDULE EFFECTIVE JULY 1, 2011 – 1.5% Increase

Rank	Compensation Grade	1 Year (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	1 Year (6)
Dispatch	D-1	\$44,298.00	\$45,847.00	\$47,449.00	\$49,114.00	\$50,828.00	\$52,605.00

Rank	Compensation Grade	1 Year (7)	1 Year (8)
Dispatch	D-1	\$54,453.00	\$56,351.00

The following assignment, as made in the exclusive judgment of the Chief of the Department:

Dispatch Supervisor - 10% of Dispatcher's base rate of pay.

SALARY SCHEDULE EFFECTIVE JULY 1, 2011 – 1.5% Increase

Rank	Compensation Grade	1 Year (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	1 Year (6)
Dispatch Supervisor	D-2	\$48,726.00	\$50,431.00	\$52,194.00	\$54,026.00	\$55,910.00	\$57,866.00

Rank	Compensation Grade	1 Year (7)	1 Year (8)
Dispatch Supervisor	D-2	\$ 59,898.00	\$61987.00

## HEALTH INSURANCE

1. 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.

2. APSC members will participate in the Healthcare Advisory Group meetings.

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.

3. Wellness Initiatives – Human Resources will continue to develop and offer various programs to promote employee exercise and stress reduction on a town-wide basis.

## SUPERVISOR

1. The supervisor's work schedule shall be 8:45 A.M. to 5:00 P.M., Monday through Friday, including holidays.
2. As full compensation for the supervisor working one (1) extra day every three weeks under the 5-2 work schedule, as opposed to the 4-2 work schedule, the supervisor shall receive one (1) compensatory day off every three weeks (17 compensatory days off per year). Such compensatory time off (accum days) must be used during the fiscal year in which they are earned and may not be carried over without authorization from the Chief of Police or his designee.
3. The supervisor's time off (vacation, sick, etc.) is not to be filled as overtime. Furthermore, in order to reduce voluntary and mandatory overtime, the Town may use the supervisor to fill in for Communicators out sick, on vacation, etc. on the 8:45 A.M. to 5:00 P.M. shift, Monday through Friday.
4. The supervisor shall not be included in the rule of Article II, Section 2.28.1 which does not permit more than two (2) Communicators per day to take time off.
5. The supervisor will not participate in the regular and normal distribution of voluntary overtime and is relieved of the responsibility to work mandatory overtime outlined in Article VI of the Agreement. However, the supervisor will be offered the opportunity to work overtime that all other Communicators decline to work on a voluntary basis (before any Communicator is required to work mandatory overtime)

DURATION

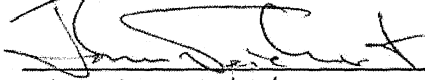
This Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect until and including June 30, 2012, or until such time as a new Agreement is reached.

After <sup>MAY 01, 2012</sup> ~~August 1, 2012~~, 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 Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.


This Agreement is entered into this 7<sup>th</sup> day of February, 2012.

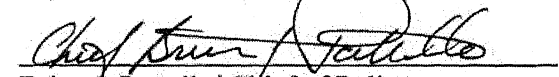
For the Andover Public Safety Communicators  
NEPBA Local 109:

  
\_\_\_\_\_  
John Teichert, President

  
\_\_\_\_\_  
Christopher Ryan, Vice-President

For the Town of Andover:

  
\_\_\_\_\_  
Reginald S. Stapczynski, Town Manager

  
\_\_\_\_\_  
Brian J. Pattullo, Chief of Police