

MEMORANDUM OF AGREEMENT

between

TOWN OF ANDOVER

and

DEPARTMENT HEADS

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 and no increase in 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. After June 30, 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.

This Agreement is entered into this 16th day of JUNE, 2011.

Reginald A. Stojanowski
Town Manager

Anthony Tom
Finance and Budget Director

Rodney B. ...
Town Accountant

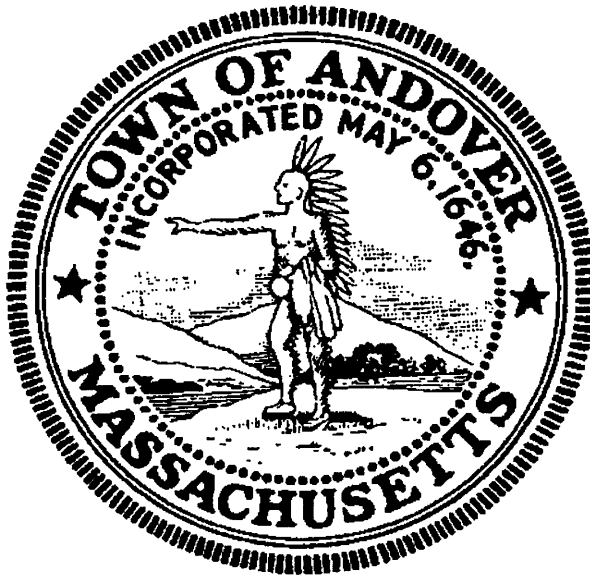
Michael B. Marofield
Fire Chief

Z. ...
Town Clerk

Beth ...
Library Director

Brian Battelle
Police Chief

Dan P. ...
IT Director



AGREEMENT

between

TOWN OF ANDOVER

and

DEPARTMENT HEADS

EFFECTIVE JULY 1, 2007 – JUNE 30, 2010

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**TOWN OF ANDOVER, MASSACHUSETTS
AGREEMENT BETWEEN DEPARTMENT HEADS AND TOWN OF ANDOVER**

I. GENERAL PROVISIONS:

1.1 Purposes: The purposes of this plan and its rules and regulations are (1) how the Department Heads are a part of the Town's organizational structure; (2) to assist Department Heads in understanding the benefits and other compensation provided to them by the Town of Andover; (3) to implement and give effect to the intent and requirements of the Town Charter to establish a personnel system based on merit principles concerning all facets of employment and career development; (4) define the authority of the various department heads to promulgate rules and regulations governing the conduct of departmental operations; and (5) provide for the regulations governing Town employment.

1.2 Principles and policies: The following personnel principles and policies are hereby established to govern the administration of all personnel matters of the Town of Andover except as statute or labor agreement may otherwise require:

1.2.1 Town Manager's Responsibility:

1.2.1a The Town Manager is the personnel officer and Appointing Authority of the Town responsible for the impartial and equitable administration of the personnel rules and regulations of the Town of Andover and other applicable regulations.

1.2.1b The Town Manager is further empowered by the Town Charter, Section 10, to delegate in whole or in part the administration of these personnel rules and regulations and the promulgation of departmental operating procedures.

1.2.2 Priority of Rules:

1.2.2a These rules and regulations shall apply to all department heads within the classified service of the Town.

1.3 General Personnel Policies:

1.3.1 Employment in the Town government shall be based upon merit and free of personal and political considerations.

1.3.2 Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the Town government.

1.3.3 Every effort shall be made to stimulate high morale by fair administration of these rules and regulations and by every consideration of the rights and interests of Department Heads, individually and collectively, consistent with the best interest of the public and the Town of Andover.

1.4 Coverage and Amendment of Rules:

1.4.1 Coverage: All Department Heads shall be subject to these Rules and Regulations.

1.4.2 Any department Head who feels that these Rules and Regulations are working or are apt to work any unnecessary hardship on him or her, shall follow the grievance procedure.

1.5 Administration: These rules and regulations shall be administered by the Town Manager or his designees in conformity with the provisions of the Town Charter.

II. DEFINITIONS:

2.1 Department Heads: The following positions and others as determined by the Town Manager are covered by this contract and classified as Department Heads:

Chief of Police	Fire Chief
Director of Plant & Facilities	Library Director
Director of Public Works	Town Accountant
Finance Director	Town Clerk

III. CLASSIFICATION PLAN:

3.1 Change in Duties and Responsibilities: Whenever a significant change is made in the duties and responsibilities of assignments or the taking away or modification of existing assignments, such changes shall be discussed with the Department Heads' bargaining group and the Town Manager.

IV. DEFINITION AND ADOPTION OF THE COMPENSATION PLAN:

4.1 In general, the weekly pay rate shall be calculated by dividing the annual salary by the total number of days in any calendar year and multiplying the day rate by seven (7) to establish the weekly pay rate. The normal week shall consist of five (5) work days.

4.2 Wages: The salary increases for the following fiscal years shall be:

<u>FISCAL YEAR</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
FY – 2008	07/01/2007	06/30/2008	1.5%
FY – 2009	07/01/2008	12/31/2008	1.5%
	01/01/2009	06/30/2009	2.0%
FY – 2010	07/01/2009	12/31/2009	1.5%
	01/01/2010	06/30/2010	2.0%

The Department Heads will receive retroactive payments for any and all compensation upon signing of this contract.

The above amounts shall be applied to the Department Heads' salary schedule. Any other bargaining unit which receives a benefit package which exceeds by more than 1% the above salary increase, the Department Heads may then request the Town Manager to reopen this section of the agreement for renegotiation. Any wage benefit a Department Head currently receives such as the Quinn Bill, etc., shall continue in effect.

4.3 Longevity: Department Heads covered by this agreement shall receive longevity pay in accordance with the following schedule:

5 Years Service.....	2%
10 Years Service.....	2.5%
15 Years Service.....	3%
20 Years Service.....	3.5%
25 Years Service.....	4%

Longevity shall be applied to the Department Head Salary Schedule and received weekly.

4.4 Longevity Stipend

- Any member of the Department Head bargaining group is eligible to receive an additional fifteen percent (15%) longevity stipend for up to fifty-two (52) weeks or one year, upon written request to the Town Manager, payable weekly. The longevity stipend will be an addition to his/her current longevity payment and will be calculated in the same manner. Department Heads hired after July 1, 2008 shall not be entitled to this benefit.

V. ADMINISTRATION OF THE COMPENSATION PLAN:

5.1 Entrance Salary Rates:

5.1.1 Starting Rate on Initial Employment: Original appointment to any position shall be made at the rate as established by the Town Manager and advancement from entrance rate to the maximum rate with a pay range shall be by successive steps.

- 5.1.2 Starting Rate on Return to Duty: When a Department Head returns to work after a separation from Town service without benefit of a written and approved leave of absence, such a Department Head may be treated as a new employee.
- 5.1.3 Starting Rate on Return from Military Service: Any Department Head who leaves the Town service to enter active service in the armed forces of the United States at a time of national emergency or who is required to fulfill a military or other national service obligation and who is subsequently reinstated to a position previously held by him shall be entitled to receive the rate of compensation of the step at the time of separation or higher.

5.2 Advancement within a Salary Range:

- 5.2.1 Compensation Advancement: A Department Head shall be advanced to the next higher rate in the appropriate range after the completion of each full year of service. Such advancement shall be made yearly until the Department Head has reached the maximum rate of the salary range for their position. Anniversary dates for such review shall be the Department Head's last date of appointment or promotion.

If a Department Head has been granted an increase as provided for under 5.2.1 above during the first years of service, they shall be eligible for the remaining portion of the increment on his next anniversary date.

- 5.2.2 Meritorious Advancement: In the case of a Department Head who has exhibited outstanding Ability and exemplary effort for a period of one year, an advancement of more than one step may be recommended and approved by the Town Manager.
- 5.2.3 Requirements as to Continuity of Service: Service requirements for advancement within pay ranges and for other purposes as specified in these rules shall have the implication of continuous service, which means employment in the Town service without break or interruption. Leaves of absence with pay and leaves without pay of twenty five days or less shall not interrupt continuous service nor be deducted there from. Absences in excess of twenty five days except as specified in 5.1.3 (Military Leave) shall interrupt continuous service and shall void all rights of continuity of service as provided for herein except as the Town Manger shall specifically otherwise provide.
- 5.2.4 Department Head Requests for Classification and Pay Adjustments: Any Department Head shall have the right to the consideration of any request he may have with respect to the

application of the Classification and Compensation Plans to his position. The Department Head shall make his request to the Town Manager who shall promptly seek to arrive at a solution which is consistent with the Plans and acceptable to the Department Head. Where the Town Manager is unable to resolve such a request in the manner that is acceptable to the Department Head, the matter shall be resubmitted in writing to the Department Head bargaining group who shall then take action as provided for in this agreement, but is not allowed to go to arbitration.

VI. HOLIDAYS:

6.1 All Department Heads shall receive their regular compensation for the following legal holidays or parts thereof. If a holiday falls on a Department Head's regularly scheduled day off, he/she shall celebrate such holiday on his/her closest regularly scheduled work day:

- | | | |
|---------------------------|---------------------|----------------------|
| 1) New Year's Day | 5) Memorial Day | 9) Veterans Day |
| 2) Martin Luther King Day | 6) Independence Day | 10) Thanksgiving Day |
| 3) Washington's Birthday | 7) Labor Day | 11) Christmas Day |
| 4) Patriot's Day | 8) Columbus Day | |

6.2 Police or Fire Department personnel shall receive holiday pay as agreed with the Town Manager upon appointment.

6.3 Floating Holiday: Department Heads shall have one day per year, to be taken either the day after or the day before the holiday listed in Section 6.1. This floating holiday may be used alternatively as a religious observance day at another time. Where scheduling does not permit all Department Heads to be absent on the above mentioned days, a floating holiday may be taken during the holiday season. The floating holiday can only be used in a full day increment.

VII. GRIEVANCES:

7.1 Grievance Procedure: From the standpoint of the following procedures, a grievance exists when a Department Head feels aggrieved with an aspect of his employment over which he has no control and when he desires remedial action. Most grievances should be settled by presenting the problem informally to the Town Manger. It is recommended the Department Head file his or her grievance in writing to the Town Manager. All Department Heads shall be free to present grievances to the Town Manager and shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting grievances.

The procedures outlined below shall be construed as encompassing all situations covered by this agreement for which a Department Head feels aggrieved and for which a remedial action is desired.

STEP 1. The Department Head may explain orally the situation to the Town Manager. The Town Manager shall either alone or in collaboration with other Department Heads reach a decision and communicate it orally to the Department Head within five (5) working days of his being told of the situation causing the grievance. (Every possible effort should be made to settle minor complaints at this stage.)

STEP 2. If the grievance is not settled at the first step, the Department Head may file an appeal to the Town Manager. The affected Department Head shall assemble the facts of the case and present them to the Town manager in writing. The Town Manager may hold a conference with the person or persons concerned in the case. Within ten (10) working days, the Town Manager shall present his decision in writing to the Department Head.

STEP 3. If the grievance remains unresolved, the Department Heads bargaining group shall within fifteen (15) days after the Step 3 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 the parties. The decision of the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement.

VIII. LEAVES OF ABSENCE:

8.1 Vacation Leave:

8.1.1 All Department Heads in the Town service shall accumulate vacation leave proportionate to their regular work week with pay according to the following schedule:

After one (1) year of continuous full-time service four (4) weeks.

After three (3) years of continuous full-time service five (5) weeks.

Effective July 01, 2008 – After 20 years of continuous full-time service six (6) weeks. Department Heads with six(6) weeks must take a minimum of 3 weeks of vacation per year.

Vacation leave may be taken in ½ or single day increments.

8.1.2 Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose, at the request of the

Department Head, may be charged against vacation leave allowance.

8.1.3 Vacations should be taken in the year in which they are due and may be carried forward from year to year in excess of five weeks total accumulation from prior years. Exceptions may be granted by the Town Manager.

8.1.4 Department Heads shall be eligible to sell back up to two (2) weeks of vacation per year. Such sell backs shall be in whole weeks only and paid at the current weekly salary.

Intent to sell back one or two weeks of vacation shall be given in writing to the Town Accountant with a copy to the Town Manager on or about May 15 of each eligible year and paid to the respective department head in the payroll immediately following the notification date within the same year.

8.1.5 Upon the death of a Department Head who is eligible for a vacation under these rules, payment shall be made to the beneficiary of record with the Andover Contributory Retirement System of the deceased in an amount equal to the unused vacation allowance earned. In addition, payments shall be made for that portion of the vacation allowance earned in the vacation year during which the Department Head died up to the time of his separation from the payroll.

8.1.6 Department Heads who are eligible for vacation under these rules and whose services are terminated by dismissal, retirement, or by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance proportionately earned and not taken. Payment shall be made for that portion of the vacation allowance earned in the vacation year during such dismissal, retirement, or entrance into the Armed Forces occurred up to the time of the Department Head's separation from the payroll.

8.2 Sick Leave:

8.2.1 All Department Heads in the Town service, shall be entitled to sick leave pay accumulating proportionate to their regular work week at the rate of one and one quarter (1¼) days for each month of continuous service at the end of each month. Department Heads hired after July 01, 2008 shall be entitled to sick leave at a rate of one (1) day for each month of continuous service.

8.2.2 Sick leave shall be used only for the necessary absence of a Department Head as the result of his or her own sickness or injury, provided, however, should an emergency arise and a member of

the Department Head's immediate family, as hereafter defined, become sick or ill, a Department Head may be excused from work, not to exceed three (3) 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 Department Head's family.

The Town may require a doctor's certificate substantiating that such illness exists. Said sick leave shall be charged against the Department Head's sick leave. Sick leave may also be used for maternity leave as described under Section 17.3.1. All Department Heads are eligible for membership in the Sick Leave Bank.

- 8.2.3 If a Department Head is absent from work as the result of an industrial accident and is covered by Worker's Compensation, the Town of Andover agrees to make up the difference between compensation benefits received under workmen's Compensation insurance and his regular weekly compensation not to be charged to accumulated time.
- 8.2.4 A Department Head may only continue to accrue accumulated sick leave and other benefits provided he remains on the active payroll of the Town of Andover. Once a Department Head exhausts his accumulated sick leave, vacation leave, or other forms of compensated leave, he shall no longer continue to accrue or otherwise accumulate sick leave, vacation leave, holiday pay, or other benefits conferred as compensation to a Department Head for continuous service and active employment with the Town.
- 8.2.5 Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-quarter (1/4) day.
- 8.2.6 A Department Head who has been advised in writing by the Town Manager of a suspected pattern of sick leave abuse may be requested at his or her expense to furnish a doctor's certificate or other satisfactory proof of illness for additional use of sick leave for a specified period of time. The Town reserves the right to have a Department Head examined by its own physician at the Town's Expense.
- 8.2.7 Abuse of the sick leave privilege shall be considered as sufficient cause for disciplinary action against a Department Head, including suspension, fine, demotion, reprimand, the assignment of additional work, or dismissal.

- 8.2.8 Resignation: Department Head who desires to terminate his service with the Town shall submit a written resignation to the Appointing Authority. Resignations shall be submitted at least fourteen (14) calendar days before the final working day.

Failure of a Department Head to give fourteen (14) calendar days notice with his resignation may result in forfeiture of accrued annual leave at the discretion of the Appointing Authority. The period of notice may be reduced or waived upon recommendation of the Town Manager.

- 8.2.9 Department Heads absent from work on legal holidays, during sick leave, vacation, or disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay and for all authorized leaves without pay for not over ten (10) days in any one calendar year shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation provided for herein.

- 8.2.10 Effective July 01, 2008, Department Heads who have a balance of 85 or more sick leave days, or who have a minimum of 20 years of continuous service, may convert 5 sick days to Vacation Leave at the beginning of each anniversary year, and the 5 days of Vacation Leave shall be used within six months of the Department Heads anniversary date. Department Heads that are issued vacation time on a fiscal year basis will use July 1st instead of the anniversary date.

8.3 Maternity Leave:

- 8.3.1 Department Heads on maternity leave and /or child rearing leave so long as they remain on the active payroll of the Town of Andover shall continue to accumulate benefits.

8.4 Personal Leave:

- 8.4.1 In each fiscal year Department Heads shall be allowed two (2) non-accumulating personal leave day as an independent benefit. Personal leave may be taken in ¼ day increments.

8.5 Personal Leave for Perfect Attendance:

- 8.5.1 All Department Heads will be awarded 1 additional personal day for any consecutive six month period of perfect attendance, for a maximum of 2 personal days for perfect attendance earned per year. Vacation and Personal days shall not be counted against

perfect attendance. Personal Days for perfect attendance must be taken within six months of being earned.

8.5.2 The Town Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: Attendance at college, university, business school or other recognized training program for the purposes of training in subjects relating to the work of the Department Head and which will benefit the Department Head and the Town service; urgent personal business requiring the Department Head's attention for an attended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness; and for purposes other than above that are deemed beneficial by the Town Manager to the service of the Town.

8.5.3 Cancellation of Leave: In times of emergency the Town Manager may cancel all leaves of absence so as to provide necessary and essential services of the Town of Andover to assure the safety, health and public welfare of the Town of Andover and the inhabitants thereof.

8.6 Jury Duty:

8.6.1 A Department Head called to jury duty shall receive from the town an amount equal to the difference between his normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of the certification of the amount paid by the court.

8.7 Injury Leave:

8.7.1 Notification of Accident or Injury: As soon as possible immediately following an accident or injury a Department Head shall fill out and complete a "personal Injury and Accident Report" and the "Standard Form for Employer's First Report of Injury, Massachusetts Division of Industrial Accidents."

8.7.2 Injury Leave, as distinguished from sick leave, shall mean paid leave given to a Department Head due to absence from duty caused by an accident, illness, or other injury which occurred while the Department Head was performing his/her duties, and attributable thereto and covered by Workmen's Compensation insurance, or MGL Chapter 111-F as may apply.

8.7.3 All payments shall be made concerning injury leave subject to the same rules and regulations of said insurance and shall not be made if the accident is proved to have been due to intoxication,

negligence, or willful misconduct on the part of the Department Head.

- 8.7.4 If a Department Head who is absent from work due to job connected accident, illness, or injury covered by Workmen's Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he/she shall not be entitled to payment of any additional benefits for the injury leave from the Town until such conditions have been fulfilled.
- 8.7.5 Department Heads absent from duty due to an accident, illness, or injury covered by Workmen's Compensation insurance will be compensated by the Town for the difference between the amount paid by the insurance company and the regular base or bi-weekly pay rates. In the case of injuries causing temporary disability for less than the Workmen's Compensation waiting period, the Town will pay the Department Head's regular compensation for such period.
- 8.7.6 Non-accumulation of Benefits: Once a Department Head is no longer on the active payroll of the Town, he/she shall no longer accumulate sick leave, vacation leave, holidays or other compensation or benefits as provided for by this personnel plan.

In order to continue to accumulate benefits as provided for under the terms of this personnel plan a Department Head must continue to receive a payroll check from the Town of Andover.

8.8 Bereavement Leave:

- 8.8.1 In the event of a death in the immediate family of a Department Head he shall be entitled up to five (5) days of leave without loss of pay for the purpose of making necessary arrangements for and to attend funeral, memorial services or handle other matters of estate with the approval of the Town Manager. Said leave shall not be charged to sick, personal, or vacation leave. For the purposes of this section, immediate family shall mean mother, father, brother, sister, grandmother, grandfather, spouse, or children, in fact or in law, or any person who permanently resides with the Department Head.

8.9 Terminal Leave:

- 8.9.1 A Department Head of the Town of Andover who becomes 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 subject to the following:

- a. All service credited in accordance under the Massachusetts Contributory System 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 Appendix B, 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 above formula regardless of retirement eligibility.
- d. Terminal leave will be paid out in accordance to the Terminal Leave Chart as detailed in the Appendix.
- e. A day's pay for terminal leave calculation shall be calculated as:
 - $\text{Daily Rate} = \text{weekly pay} / 5$
 - $\text{Terminal Leave payment} = \text{Daily Rate} \times \text{sick leave days allowed.}$
- f. Effective July 01, 2008, Department Heads hired after July 01, 2008 shall be entitled to a maximum Terminal Leave Benefit of one hundred (100) days after twenty-four (24) years of service or more as detailed in the Appendix chart for Department Heads hired after 7/1/08.

8.10 Cafeteria Tax Plan:

- 8.10.1 The Town will provide all Department Heads the opportunity to participate in the additional provisions of the IRS Section 125 Cafeteria Tax Plan concerning dependent care expenses and medical expenses. There will be no monetary contributions required by the Town. Manpower, administrative record keeping, etc. are not considered to be monetary contributions.

IX. CONDUCT OF DEPARTMENT HEADS:

9.1 Prohibition of Discrimination:

- 9.1.1 No Department Head in the classified service or seeking admission thereto shall be appointed, promoted, demoted, removed, advanced, or held back on any basis or for any reason other than qualification, merit and fitness for the service or lack thereof.

9.1.2 No Department Head shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment to a position in the classified service or an increase in pay or other advantage in employment in such a position, for the purpose of influencing the vote or political action of any person.

9.2 Outside Employment:

9.2.1 Department Heads of the Town may not engage in outside business activities while on duty nor may Town property be used for any purpose other than official functions of the Town of Andover.

9.3 Attendance at Work:

9.3.1 A Department Head shall be in attendance for work for which he is assigned in accordance with these rules and regulations and general departmental regulations. Each Department Head shall maintain daily attendance records of its Department which shall be reported on a weekly basis to the payroll office on the dates and in the manner prescribed by the Town Manager.

9.4 Pecuniary Interests:

9.4.1 No Department Head of the Town shall have a direct or indirect financial interest in any contract with the Town or be financially interested directly or indirectly in the sale of Town land, materials, supplies, or services, except on behalf of the Town as an officer or Department Head.

X. DEPARTMENT HEAD PERFORMANCE:

10.1 Performance Appraisal: The Town Manager shall, in cooperation with Department Heads and others, develop and adopt a system of appraising the performance of Department Heads in the classified service for purposes of Department Head development and improving work performance.

10.2 Annual Departmental Goals & Objectives: Department Heads, in conjunction with the Town Manager, will establish annual departmental goals and objectives in accordance with the following process and estimated target dates:

June/July – Department Heads will complete a Goals & Objectives form provided by the Town Manager’s office, which will identify and layout a number of specific departmental goals for the new fiscal year.

July/August – Department Heads will meet as a group with the Town Manager and the Board of Selectmen in an informal workshop setting to discuss Town-wide goals and objectives for the fiscal year, and how their departments can support those goals.

August/September – Department Heads will meet individually with the Town Manager to finalize their goals and objectives for the fiscal year.

January – Department Heads will provide the Town Manager with a list of potential departmental Goals & Objectives for the next fiscal year, which will be included in the Town Manager’s Recommended Budget document.

March/April – Department Heads will complete a Goals & Objectives Update form provided by the Town Manager’s office. This form will contain sections for the Department Head to provide a progress update on his/her departmental goals for the current fiscal year; how he/she has supported the Town-wide goals for the current fiscal year; and outlining new/ongoing issues and challenges of his/her department.

May/June – Department Heads will meet individually with the Town Manager to review his/her Goals & Objectives Update, and to discuss departmental priorities for the new fiscal year.

- 10.3 Goal-based Achievement Awards: In the first pay period in June of each year, upon his/her satisfactory completion of the annual Goals & Objectives and meeting the established objectives outlined in Section 10.1 above, the Town Manager will authorize individual Department Heads to sell back to the Town up to two weeks of accumulated time, either Sick or Vacation time or a combination of each at the individual Department Head’s rate of pay. The Town will contribute \$2,000 to each Department Head for each week of accumulated time he/she sells back to the Town, up to the two-week maximum. The contribution and the sell back amount will be deposited by the Town in a 401A retirement fund account in the name of the Department Head.

Although all Department Heads are required to participate in the annual Goals & Objectives process outline in Section 10.1 above, they are not required to sell back accumulated time. However in order to be eligible for the Town’s share of the contribution to the program, the individual Department Head must match the contribution with a sell back of his/her

accumulated time.

The program-contributions will be distributed during the first pay period in April of each year. This program continues for successive contracts at the FY-10 rate unless negotiated differently.

XI. RECORDS AND REPORTS:

- 11.1 Leave Records: The Town Manager or his/her designee shall install and maintain a leave record showing for each Town Department Head (1) annual leave earned, used and unused; (2) sick leave earned, used and unused; and (3) any other leave with or without pay. Such records shall be the basis for periodic reports to the Town Manager on leaves as he may require.
- 11.2 Personnel Records: Except as otherwise provided for by law all personnel records shall be considered confidential.

XII. RETIREMENT:

- 12.1 All permanent Department Heads who regularly work twenty (20) hours or more per week, shall be governed by MGL Chapter 32.

XIII. HEALTH INSURANCE:

- 13.1 During the life of this Agreement, the Town's premium contribution to the current health insurance benefit (Blue Cross/Blue Shield Master Medical or an equivalent or improved plan) provided by the Town shall be sixty-five percent (65%). The balance remaining shall be deducted from the employee's pay. HMO Blue will be offered as an option. The parties to this contract recognize that the health insurance changes agreed to represent a higher co-payment for the department heads for visits to the doctor's office and emergency room and for mental health services. Should the Town settle any other contract with any other bargaining unit that includes more favorable terms for those costs, or some other health insurance benefit, both parties have the ability to re-open the contract to re-negotiate health insurance benefits.

The co-pays for health insurance shall be \$20.00 for office visits, \$100.00 for emergency room visits, \$250.00 for Out-patient/Surgical Day Care*, \$500.00 for Hospital In-Patient*. Co-pays for prescriptions will be \$10.00 for Generic, \$25.00 for Preferred, and \$45.00 for Non-Preferred.

*These two co-pays will be reimbursed by the Town via a Health Reimbursement Arrangement.

XIV. TRAINING:

- 14.1 Educational Programs: The Town will pay a maximum of \$5,000.00 for reimbursement per fiscal year for education programs approved by the Town Manager.

XV. SPECIAL ALLOWANCES:

- 15.1 Allowance for the Use of Privately-owned Vehicles on Town Business: Generally Department Heads who occasionally use their private vehicles in the conduct of Town business shall receive compensation on a per mile basis in such amount as the Town Manager shall establish from time.

This is to cover the cost of depreciation, liability insurance, tires, gasoline, oil, and all other maintenance and repairs for their privately-owned vehicles and as provided for by reasonable regulations established by the Town Manager.

- 15.2 Allowances for Loss of Personal Belongings in Service – connected Accident: When a Department Head suffers the damage or loss of wearing apparel or other personal effects necessary to the performance of his duty, as the result of service-connected accidents, he shall immediately report same on an accident report form. Determination regarding payment for costs incurred as a result of such accident shall be made by the Town Manager on advice of the Department Head and after consultation with the Town Counsel.

- 15.3 Indemnification Language – The Selectman and the Town Manager, who represent the Town of Andover shall indemnify and save harmless the Department Heads, represented either currently or retired under this contract, against any claim, demand, suit or judgment by a reason of any act or omission, except an intentional violation of civil rights of any person, criminal conduct or intentional tort, substantiated through a legal proceeding, if the Department Head(s) at the time of such act or omission was acting with-in the scope of his/her official duties.

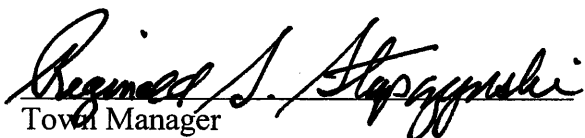
XVI. TERMINATION:

- 16.1 All Department Heads covered under this agreement shall receive severance pay if removed, terminated, discharged, dismissed, or not reappointed. The severance pay shall consist of one month's pay for each year of service. Such pay would be based upon the rate of pay being earned at the time of severance. The minimum severance to be paid would be equal to two month's pay and the maximum severance to be paid would be one year's pay. No severance pay would be granted if the severance is the result of the Department Head's voluntary resignation, or terminated for cause.

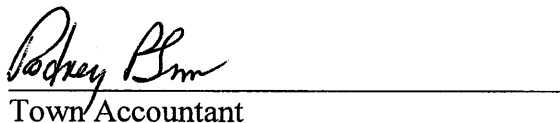
XVII. DURATION:

- 17.1 This agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until and including June 30, 2010.
- 17.2 On or after January 1, 2010, 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.
- 17.3 After the expiration of this agreement, its terms and conditions shall continue until a successor agreement is executed.
- 17.4 This agreement represents the entire agreement of the Department Heads and may not be reopened except as otherwise negotiated between Department Heads and Town Manager or as provided herein during its term.

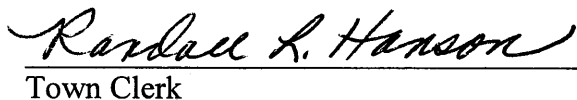
This Agreement is entered into this 9th day of December, 2008.

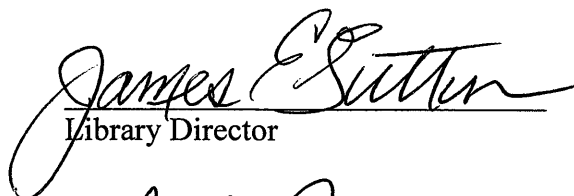

Town Manager


Finance and Budget Director

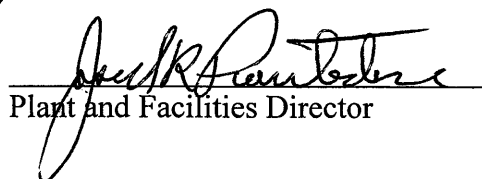

Town Accountant


Fire Chief


Town Clerk


Library Director


Public Works Director


Plant and Facilities Director


Police Chief

Town of Andover
Department Heads Contract 7/1/2007 - 6/30/2010
Terminal Leave Chart
APPENDIX (hired prior to July 1, 2008)

Years of Service	Maximum Allowed Days	%
1	6.5	5%
2	13.0	11%
3	19.5	16%
4	26.0	22%
5	32.5	27%
6	39.0	33%
7	45.5	38%
8	52.0	43%
9	58.5	49%
10	65.0	54%
11	68.0	57%
12	72.0	60%
13	76.0	63%
14	80.0	67%
15	84.0	70%
16	88.0	73%
17	92.0	77%
18	96.0	80%
19	100.0	83%
20	104.0	87%
21	108.0	90%
22	112.0	93%
23	116.0	97%
24	120.0	100%

Town of Andover
Department Heads Contract 7/1/2007 - 6/30/2010
Terminal Leave Chart
APPENDIX (hired after July 1, 2008)

Years of Service	Maximum Allowed Days	%
1	5.0	5%
2	11.0	11%
3	16.0	16%
4	22.0	22%
5	27.0	27%
6	33.0	33%
7	38.0	38%
8	43.0	43%
9	49.0	49%
10	54.0	54%
11	57.0	57%
12	60.0	60%
13	63.0	63%
14	67.0	67%
15	70.0	70%
16	73.0	73%
17	77.0	77%
18	80.0	80%
19	83.0	83%
20	87.0	87%
21	90.0	90%
22	93.0	93%
23	97.0	97%
24	100.0	100%